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**PLANNING COMMISSION AGENDA
IN-PERSON/VIRTUAL HYBRID MEETING
CITY HALL AUDITORIUM, 250 N 5th STREET
TUESDAY, JUNE 27, 2023 - 5:30 PM
*Attend virtually: bit.ly/GJ-PC-6-27-23***

Call to Order - 5:30 PM

Consent Agenda

1. Minutes of Previous Meeting(s)

Regular Agenda

1. Consider a request by Christopher and Patricia Jones, Property Owners, to rezone 1.54 acres from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) located at 645 Knoll Ridge Lane.

Other Business

Adjournment

GRAND JUNCTION PLANNING COMMISSION
May 23, 2023, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:32 p.m. by Commissioner Scissors.

Those present were Planning Commissioners; Shanon Secrest, Sandra Weckerly, Kim Herek, JB Phillips, and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Nicole Galehouse (Interim Planning Supervisor), Kris Ashbeck (Principal Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 25 members of the public in attendance, and 11 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from May 9, 2023.

REGULAR AGENDA

1. Mustang Ridge Zone of Annexation

ANX-2023-81

Consider a request by Brian R. and Stephanie Bray to zone 2.714 acres from County RSF-R (Residential Single Family – Rural) to R-4 (Residential 4 units per acre) located at 880 26 ½ Road.

Staff Presentation

Kris Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Tracy States with River City Consultants was present and available for questions.

Kevin Bray spoke on behalf of Brian Bray and provided clarification on the development of the parcel.

Questions for staff

Commissioner Ehlers asked about the size of the parcel.

Commissioner Scissors asked if the city required all annexed properties to be connected to municipal sewer.

Commissioner Weckerly asked if the property needed to be annexed in order to develop.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 16, 2023, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 5:55 p.m. on May 23, 2023.

Discussion

Motion and Vote

Commissioner Ehlers made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 880 26 ½ Road, City file number ANX-2023-81, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Secrest seconded; motion passed 6-0.

2. The Enclave at Redlands Mesa – Vacation of Right of Way **VAC-2022-643**

Consider a request to vacate a 9,966 square foot area of right-of-way adjacent to the property located at 2345 West Ridges Boulevard.

Commissioner Weckerly recused herself from deliberating on this item.

Staff Presentation

Kris Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Ty Johnson with Kaart Planning was present and available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 16, 2023, via www.GJSpeaks.org.

David Moore asked if the vacation of ROW restricted access for emergency vehicles or prevented the city from improving the road in the future.

The public comment period was closed at 6:07 p.m. on May 23, 2023.

Discussion

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on The Enclave at Redlands Mesa Vacation of Public Right-of-Way request located adjacent to West Ridges Boulevard and the property located at 2345 West Ridges Boulevard, City file number VAC-2022-643, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report.”

Commissioner Herek seconded; motion passed 5-0.

3. The Enclave at Redlands Mesa – ODP and Hillside Exception PLD-2022-887

Consider requests by Specialized Communication Services Real Estate LLC (Owner and Applicant) for Review and Approval of 1) a Hillside Exception Request; and 2) a Planned Development (PD) Outline Development Plan (ODP) for The Enclave at Redlands Mesa Development Proposed on a 7.6-Acre Parcel Located at 2345 West Ridges Boulevard.

Commissioner Weckerly recused herself from deliberating on this item.

Staff Presentation

Kris Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Ty Johnson with Kaart Planning provided a presentation and was available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 16, 2023, via www.GJSpeaks.org.

David Weckerly questioned the name for the development. He stated his opposition to the project and requested that the commission uphold the slope requirements for development.

David Born stated his opposition to the hillside exception.

Connie Fudge stated her opposition to the hillside exception.

Amy Born stated her opposition to the hillside exception.

Marcia Moore asked about the efforts for preserving the existing landscape.

Deb Huro expressed concerns about the differences in HOA requirements between this development and the surrounding properties.

Jacob Kaplan, Planning Technician, read public comments made through GoToWebinar.

The public comment period was closed at 7:25 p.m. on May 23, 2023.

Discussion

Applicant Ty Johnson responded to public comments and questions.

Ivan Geer, Civil Engineer with River City Consultants, provided context for drainage and stormwater management on the site.

Commissioner Ehlers asked what the average square footage of the units would be. He asked what the maximum house size was for the surrounding subdivisions. He asked about the difference between the two maps provided by David Born. He asked about requirements for mitigating impacts of development on the surrounding land uses. He noted that there is language in the code that outlines the requirements for preserving natural features during development. He commented that engineering for development on hillsides was completely possible. He noted that this development seemed appropriate given the surrounding subdivisions but that it was unfortunate there was a lack of communication between the applicant and the adjacent properties.

David Weckerly provided context on the CC&Rs of the surrounding developments. He also commented on the likelihood of golf balls impacting the South side of this development.

Commissioner Scissors asked where the property line is in regard to the ridgeline.

Commissioner Herek asked for clarification on the review criteria for a hillside exception.

Commissioner Secrest asked if staff or the applicant identified any hillside exceptions granted to the surrounding subdivisions. He expressed his appreciation for the presentation and renderings provided by the applicant.

Kris Ashbeck responded to Commissioner questions.

Ty Johnson responded to Commissioner questions.

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed The Enclave at Redlands Mesa development for the property located at 2345 West Ridges Boulevard, PLD-2022-887 (ODP) that amends the overall plan for the Ridges and includes hillside exceptions, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact stated in the staff report.”

Commissioner Ehlers seconded; motion passed 5-0.

Consider an ordinance amending the Zoning and Development Code Section 21.04.030 Use Specific Standards, specifically subsection (h) Short-Term Rentals, and Section 21.10.020 Terms Defined in the Grand Junction Municipal Code.

Staff Presentation

Nicole Galehouse, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Commissioner Ehlers asked about amending the regulation for properties with more than 4 units.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 16, 2023, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 7:55 p.m. on May 23, 2023.

Discussion

Commissioners Ehlers, Scissors, and Secrest expressed their appreciation for Staff's effort on Short Term Rental regulations.

Commissioner Scissors also expressed his appreciation to the STR operators on their input and cooperation toward drafting these regulations.

Motion and Vote

Commissioner Ehlers made the following motion "On the request to amend the Zoning and Development Code Section 21.04.030 Use Specific Standards, specifically item (h) Short Term Rentals, and Section 21.10.020 Terms Defined of the Grand Junction Municipal Code, file number ZCA-2022-756, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report along with an amendment to Section 5 that would allow eligibility to have a minimum of 1 STR for those lots with between 4 and 10 dwelling units."

Commissioner Secrest seconded; motion passed 6-0.

5. Apple Glen West Zone of Annexation

ANX-2022-287

Consider a request from Brian Bray to zone 8.33 acres from County Residential Single Family – Rural (RSF-R) to R-5 (Residential – 5.5 du/ac) located north of Appleton Elementary, west of Green Apple Drive, and east of 23 ½ Rd.

Staff Presentation

Nicole Galehouse, Principal Planner, introduced exhibits and provided a presentation regarding the request.

Ivan Geer with River City Consultants was present and available for questions.

Questions for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 16, 2023, via www.GJSpeaks.org.

Dick Pennington noted issues with parking and public safety on the site. He expressed his opposition to the rezone.

Nancy Miller commented that the proposed density was unreasonable and requested that the growth be more moderate.

Dan Miller noted issues with parking and public safety on the site.

Robert MacFarland requested that 23 ½ Rd be paved. He asked how this development would benefit the existing landowners in the area.

Jacob Kaplan, Planning Technician, read public comments made through GoToWebinar.

The public comment period was closed at 8:47 p.m. on May 23, 2023.

Discussion

Ivan Geer with River City Consultants responded to public comments.

Kevin Bray spoke on the request to zone R-4 vs. R-5.

Commissioner Ehlers asked what the minimum and maximum density was for R-5 zones. He asked if traffic impact, stormwater management, and irrigation studies are conducted during the subdivision process.

Commissioner Secrest asked why developers might request higher density for their developments.

Commissioner Phillips acknowledged comments made by the public.

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located north of Appleton Elementary, west of Green Apple Drive, and

east of 23 ½ Rd, City file number ANX-2022-287, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Weckerly seconded; motion passed 6-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Secrest moved to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 8:50 p.m.

DRAFT



Grand Junction Planning Commission

Regular Session

Item #1.

Meeting Date: June 27, 2023
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Consider a request by Christopher and Patricia Jones, Property Owners, to rezone 1.54 acres from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) located at 645 Knoll Ridge Lane.

RECOMMENDATION:

Staff recommends denial of the request.

EXECUTIVE SUMMARY:

The Applicants, Christopher and Patricia Jones are requesting a rezone of 1.54 acres from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) located at 645 Knoll Ridge. The requested R-4 zone district is consistent with the Comprehensive Plan Land Use Map designation of Residential Low.

BACKGROUND OR DETAILED INFORMATION:

The subject property is situated at the end of Knoll Ridge Lane south of F ½ Road near 26 Road. The property has an existing single family detached home. The property was annexed by the City in 2000 as part of the G Road South Enclave Annexation, at which time the site was zoned R-1 (Residential – 1 du/ac). During the annexation process, the City zoned the enclave with city zone districts most closely matching existing Mesa County zoning.

The property is served by Knoll Ridge Lane which is an undeveloped right-of-way that is used only by 645 Knoll Ridge as a private driveway. Any future subdivision development on 645 Knoll Ridge will need to provide adequate access for future lots or density. The current 16 feet width of Knoll Ridge Lane right-of-way at its narrowest point is not adequate. The City's Transportation Engineering Design Standards (TEDS) requires a minimum width of 20 feet to provide an access route for the Fire

Department. Although TEDS also allows for a 12 feet wide private drive to serve up to 2 dwelling units or lots, this does not meet the code requirements for fire access. Therefore, either additional right-of-way will need to be provided, or other access be established such as providing adequate access (including fire access) through adjacent lot(s) or property. To provide adequate access utilizing Knoll Ridge Lane a minimum of 20 feet throughout the length of the driveway is needed. Please see the attached Knoll Ridge Access Map.

If the property is zoned R-4 a minimum density of 3 du/ac is required, with a maximum density of 6 du/ac is allowed. To meet the minimum density of 3 dwelling units up to the maximum density of 6 dwelling units, the developer will need to provide the required access.

In 2010 the City adopted the 2010 Comprehensive Plan which designated this property as Residential Low with densities allowing city zoning that included Estate, R-1 and R-2 zone districts. The 2010 future land use map supported the R-1 zone district.

In December 2020, the 2020 One Grand Junction Comprehensive Plan was adopted by the City and the subject property was provided with a land use designation of Residential Low (2 – 5.5 du/ac). The Land Use map, as adopted, does not support the R-1 zone district. It supports the R-4 and R-5 zone districts. The Comprehensive Plan in Chapter 3 Land Use and Growth states “A land use designation does not impact the current use of a property. A designation does not impact the future use of a property either. When a property seeks a new zoning district the City is required to ensure the zoning district works to implement the land use designation as shown on the Land Use Plan Map.” The Comprehensive Plan further clarifies by stating, “The Code, including the Official Zone District Map, should be reviewed to ensure that it effectively implements the vision of the Comprehensive Plan. Absent action by the property owner or the City, existing zoning remains in place. Requests to rezone properties should be considered based on the implementing Zone districts assigned to each Land Use Designation.” The Land Use Plan is intended to be used to guide future zoning changes. “Requests for zoning changes are required to implement the Comprehensive Plan.

This property is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan, which supports areas where urban services already exist and generally meet service levels, usually within existing City limits. The focus is on intensifying residential and commercial areas through infill and redevelopment. The “Residential Low” land use designation within this category is implemented through zone districts which are comprised of varying housing types and lot sizes and are designed to provide a transition between the less-developed areas and the denser urban areas. This property is located across the canal from existing R-4 zoning.

The purpose of the R-4 (Residential – 4 du/ac) zone district is to provide for medium-low density, single-family and two-family residential uses where adequate public facilities and services are available. The proposed rezone area has limited access due

to the limits of existing off-site right-of-way width which will restrict the future residential densities to be in the low end of the R-4 zone densities requirements. The R-4 district supports the Comprehensive Plan principles of concentrating urban growth and reinforcing community centers.

In addition to the R-4 (Residential – 4 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Low:

- a. R-5 (Residential – 3 – 5.5 du/ac)
- b. CSR (Community Services and Recreation)

The properties adjacent to the subject property to the north, west, and east are also zoned R-1. The properties to the south across the canal and part of the Northridge Estates neighborhood and properties along the east side of 26 Road are zoned R-4. The entire area has a City land use designation of Residential Low.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held in-person on Wednesday, December 1, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The owners were in attendance, along with a representative from City staff and approximately 11 neighbors. The owners provided an overview of their desire to create a total of 3 lots which is the reason for the rezone. There was discussion on the impacts of the project and how these would be managed. Residents in the area had concerns about changing the zoning to R-4 with a major concern that a rezone would open the gate for other properties in the area to seek a rezone to R-4 densities. The existing lot minimum sizes in the neighborhood are closer to one acre in size. General opposition was expressed regarding the requested rezone with a follow-up letter opposing the rezone signed by 19 neighbors.

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 a new application sign on February 16, 2023. 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 16, 2023. The notice of this public hearing was published June 18, 2023 in the Grand Junction Daily Sentinel.

Other Notification:

Public comment was also received in an online hearing between June 20, 2023 and June 26, 2023 through the GJSpeaks platform.

ANALYSIS

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which provides 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 requested to rezone the property to R-4 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac). During the 2020 One Grand Junction planning process, the land use designation on the property remained Residential Low, but the range of appropriate densities changed. This changed the definition and expected growth scenarios that can be considered for this area of the city. The definition of the Residential Low land use category changed the range of residential densities between the 2010 Comprehensive Plan and the 2020 Comprehensive Plan from 0.5 to 2 dwelling units per acre to 2 to 5.5 dwelling units per acre. The current zoning of R-1 (Residential – 1 du/ac) is no longer supported by the Comprehensive Plan to implement the Residential Low.

The 2020 Comprehensive Plan provides for allowing existing zoning to develop at densities permitted in that zone district without requiring the property to rezone to develop. For the 645 Knoll Ridge Lane property, they owner cannot further subdivide the property using the R-1 zone district due to the size of the lot at 1.54 acres.

The requested zoning of R-4 implements the Residential Low land use designation of the 2020 One Grand Junction Comprehensive Plan, however additional density does not invalidate the original premises in July 2000 that spoke to the annexation area having adequate facilities and the appropriateness of zoning the area to R-1 as part of the G Road South Enclave zone of annexation. Therefore, staff finds that this criterion has not 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 adoption of the Comprehensive Plan in 2020, designated this property as Residential Low (2 – 5.5 du/ac). The Applicant is requesting an allowable zone district that is consistent with the lower end of the density range allowed by the Residential Low category. The character and/or condition of the area has not changed in recent years as the adjacent residential properties are currently large acreage and have not further subdivided, although the requested zone district is compatible with the Comprehensive Plan designation. Staff is unable to identify any apparent change of character and/or condition and therefore, staff finds that this criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-4 zone district. Ute Water is presently available to the site with an 8-inch waterline along F ½ Road. The property is within the Persigo boundary, with adequate sewer capacity for development and infrastructure that is proximate and can be extended to the property. The property can

be served by Xcel Energy natural gas and electricity. Tope Elementary School is about 1.3 miles to the southeast, West Middle School one mile to the south and Grand Junction High School approximately 1.75 miles to the southeast. Sherwood Park is approximately 1 ½ miles to the south. One half mile away is Patterson Road and along this corridor are commercial retail centers that include Mesa Mall, St Mary's Hospital and many other medical offices, professional offices, convenience stores with gas islands, restaurants, commercial businesses, and a grocery store at 12th Street.

Although most public and community facilities as noted above are adequate to serve this property with densities of the R-4 zoning, it has been determined that a "private drive" (12 feet wide) within the existing 16 ft of right-of-way of Knoll Ridge Lane cannot be considered for fire department access. The city cannot approve a second dwelling unit on this property because fire access requires a 20 ft. access width within public right-of-way. The private driveway can be granted a revocable permit for access with a width of 12 feet for private access but that doesn't change the requirement that the fire access in a right-of-way has to be 20 feet in width. Since this 20 ft. width requirement cannot be met now at the time of the rezone and without it fire access cannot be shown to be adequate to serve the scope of the land use proposed (ability to meet minimum densities of R-4), this rezone criteria is not being met. Staff finds this criterion has not 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 As of December 2022, the amount of R-4 zoned land within the city limits stood at 1,735 acres with 11% of it being vacant and 49% underutilized or under-developed. This means that there are 852 acres that have a residential unit on a parcel greater than one half acre in size and due to the size of the parcel can be further subdivided and developed into additional housing.

Rezoning this property to R-4 would add to the total under-developed acreage city-wide with R-4 zoning. With the large amount of R-4 zoned land that can be further developed, Staff finds this criterion has not been met.

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

The entire Grand Junction community benefits from this proposed request because the requested zone provides an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of the growing community. Comprehensive Plan Principle 3, along with the Tiered Growth Plan, provides that growth be carefully guided, prioritizing infill & redevelopment. The subject property is located in Tier 1, areas where urban services already exist and where the focus is on intensifying through infill and redevelopment. The policy of Tier 1 is that development should be directed toward vacant and underutilized parcels located within the existing city limits.

The immediate neighborhood area may not benefit from the rezone from R-1 to R-

4. The subject property is located within a large area also zoned R-1 developed with single family detached homes on 1-to-2-acre parcels that lie north of the Grand Valley Canal generally along both sides of 26 Road north to G Road. While the existing R-1 zone district does not implement the Comprehensive Plan, the existing large lot neighborhood has existed for more than 40 years. Rezoning only one 1- or 2-acre property at a time is not protecting the current character of the area, instead a better approach of zoning would be to rezone a larger parcel or parcels to R-4 that would provide a more comprehensive approach of allowing the further development of the area with urban densities. Therefore, Staff finds that this criterion has not been met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The following narrative evaluates the proposed rezone to R-4 (Residential – 5 du/ac) against the principles, goals, and policies of the Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Low. As outlined in the background section of this staff report, the R-4 zone district implements the Residential Low designation.

- Plan Principle 1: Collective Identity

Where We are Going – The narrative associated with the future of the City's identity has a strong focus on retaining character as growth continues. An important part of the community's culture comes from its agricultural roots. As some agricultural areas developed first into homes with acreage permitting limited agricultural opportunities such as the neighborhood area where this rezone request is, it's important to respect these and ensure maximum compatibility and appropriate transitions as new land use occurs to create a denser urban setting.

While the request to increase density on the property is one of two implementing zone districts of the Comprehensive Plan, the request to zone only one 1.54-acre parcel may not be appropriate to strike the balance between growth and maintaining a sense of place as contemplated by this principle.

- Plan Principle 3: Responsible and Managed Growth

Where We are Today (and Where We are Going) – The One Grand Junction Comprehensive Plan raises concerns about a waning supply of attainable housing

combined with limited supply of land that has existing infrastructure available. To move forward effectively and manage growth, priority has been placed on infill and redevelopment projects.

How We Will Get There – The policies in this Principle address the manner in which growth must happen within the City. One such policy is to support a compact pattern of growth and encourage the efficient use of land through the Zoning & Development Code (ZDC). The ZDC is currently undergoing an update to implement the 2020 One Grand Junction Comprehensive Plan and identify ways to prioritize this type of development. A second policy is to encourage infill and redevelopment to leverage existing infrastructure, all which support the request to rezone this property to R-4.

- **Plan Principle 5: Strong Neighborhoods and Housing Choices**

Where We are Today (and Where We are Going) – Much of the vacant residential land that is available in Grand Junction is designated for single-family housing development. This housing type has long been the predominant option available in the city, with residents continuing to express a preference for single-family homes and builders continuing to develop mostly single-family homes. However, other options are increasingly being explored to meet the changing needs of the community and to diversify the city's housing stock. Alternative housing types provide options for residents such as low maintenance, community open spaces, shared facilities, and affordability, and they can be less expensive to serve than conventional single-family housing.

How We Will Get There – Neighbors tend to know each other because they share places and institutions regularly and have diverse, interwoven social ties. The presence of local gathering places, as well as the sharing of local institutions like schools, fosters a comfortable environment and a high level of community trust. Neighborhoods also reflect unique and distinguishing design characteristics in their architecture, streetscapes, and landscapes. Visitors to Grand Junction can feel the difference between neighborhoods and districts and this is an attractive feature to residents and tourists alike. Diverse and interspersed housing options have created an environment where people of all ages, incomes, and backgrounds interact frequently, contributing to local culture, safety, and a feeling of community. The R-4 zone has a limited ability to promote multiple housing types, only single family detached and two-family dwellings are permitted. The R-5 zone district which also implements the Residential Low land use category provides additional housing options. However, the existing neighborhood characteristics, particularly the landscapes, promotes the current neighborhood environment of the area. Unless a larger area were to be rezoned, this rezone as proposed may lessen the attractiveness the city currently has in this area and run negative to the Comprehensive Plan statement that "Visitors to Grand Junction can feel the difference between neighborhoods and districts and this is an attractive feature to residents and tourists alike."

- **Plan Principle 8: Resource & Stewardship**

How We Will Get There – Part of properly managing the City's resources and being good stewards of the environment is to promote sustainable development and compact

development limiting sprawl. This can be done by encouraging infill development and maximizing existing infrastructure. The subject property is located in an area with existing water lines, sanitary sewer and other utilities available to the site. It is also just a half mile from the edge of the City Center and located within the Tier 1 area of the community.

- **Intensification and Tiered Growth Plan**

Tier 1: Urban Infill – Tier 1 is intended to apply to areas of the City where urban services already exist, where the focus is on intensifying residential and commercial areas through infill and redevelopment. The policy of Tier 1 is development should be directed toward vacant and underutilized parcels located primarily within Grand Junction's existing municipal limits. This will encourage orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary. Development in this area is anticipated to "provide development opportunities while minimizing the impact on infrastructure and City services".

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Knoll Ridge Rezone request, for a rezone from R-1 (Residential – 1 du/ac) to R-4 (Residential 2 – 4 du/ac) located at 645 Knoll Ridge Lane, the following findings of facts have been made:

1) The request has not met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code. The 20 ft. width requirement for fire access cannot be met now at the time of the rezone and without it fire access cannot be shown to be adequate to serve the scope of the land use (increase in residential density) proposed by the rezone to R-4. All 5 criteria are not being met and without meeting at least one criterion, staff must recommend denial of the rezone request.

2) The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

Therefore, Staff recommends denial of the request.

SUGGESTED MOTION:

Mr. Chairman, on the Rezone request for the property located at 2428 H Road, City file number RZN-2022-1895, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Attachments

1. Request to continue PC Public Hearing to July 25, 2023
2. Development Application
3. Site Location, Aerial, Future Land Use & Zoning Maps, etc

4. Knoll Ridge Access Map
5. Neighborhood Meeting Notes
6. 1977 Knoll Ridge Subdivision plat
7. GJSpeaks Comments - Knoll Ridge Rezone
8. Public Comments – 23 Feb 2023 letter
9. Zoning Ordinance

File No:

RZN-2022-1895

Hi Dave,

I am writing to request our Planning Commission hearing on June 27th 2023 be rescheduled to the July 25th 2023. With the addition of our legal team we would like to have more time to share notes and review the information with our surveyor

Thank you,

Chris and Pat Jones
645 Knollridge Ln,
Grand Junction, Co 81506

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 - Simple

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

Existing Land Use Designation: _____

Existing Zoning: _____

Proposed Land Use Designation: _____

Proposed Zoning: _____

Property Information

Site Location: 645 Knollridge Ln

Site Acreage: 1.54

Site Tax No(s): _____

Site Zoning: _____

Project Description: rezone from R1 to R4

Property Owner Information

Name: Christopher & Patricia Jones

Street Address: 645 Knollridge Ln

City/State/Zip: Grd Jct, Co 81506

Business Phone #: _____

E-Mail: pajones@bresnan.net

Fax #: _____

Contact Person: Pat Jones

Contact Phone #: 970-778-2095

Applicant Information

Name: _____

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

Representative Information

Name: _____

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

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

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true 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: Patricia Jones

Date: 10-15-22

Signature of Legal Property Owner: Chris Jones

Date: 10-15-22

Patricia A. Jones

10-15-22

General Property Report

Property: **645 Knollridge Ln. Grand Junction, CO 81506**

We would like to request to rezone from an R1 to an R4. Change from one to three parcels so our daughter and her family can build a home on one of them. There is no plan, at this time, for the third parcel.

Thank you,
Chris and Pat Jones
(970) 778 2095

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Christopher E Jones, am the owner of the following real property:

(b) Lot 2 of Knoll Ridge Subdivision (645 Knollridge Lane, Grand Junction, CO 81506) 2945-023-20-002

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):

PATRICIA A JONES

I have reviewed the application for the (d) SUBDIVISION PLAT/PLAN SIMPLE pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) Easement / Access Road between 2605 and 2611 F 1/2 Road

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: Christopher E Jones

Printed name of owner: Christopher E Jones

State of Colorado)

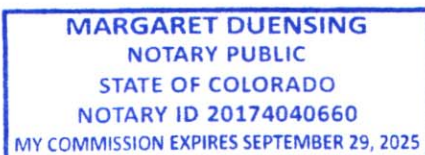
County of Mesa) ss.

Subscribed and sworn to before me on this 17 day of October, 20 22

by Margaret Duensing

Witness my hand and seal.

My Notary Commission expires on 9/29/25



Margaret Duensing
Notary Public Signature

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Patricia A Jones, am the owner of the following real property:

(b) Lot 2 of Knoll Ridge Subdivision (645 Knollridge Lane, Grand Junction, CO 81506) 2945-023-20-002

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):

Christopher E Jones

I have reviewed the application for the (d) SUBDIVISION PLAT/PLAN SIMPLE pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) Easement / Access Road between 2605 and 2611 F 1/2 Road

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: Patricia A Jones

Printed name of owner: Patricia A Jones

State of Colorado)

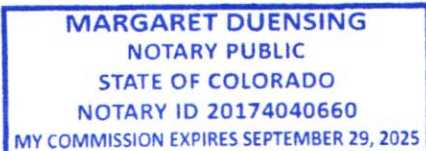
County of Mesa) ss.

Subscribed and sworn to before me on this 17 day of October, 20 22

by Margaret Duensing

Witness my hand and seal.

My Notary Commission expires on 9/29/25



[Signature]
Notary Public Signature

After Recording Return To:
Credit Union of Colorado, a Federal Credit Union
1390 Logan Street
Denver, Colorado 80203
Loan Number: 71201099

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 10, 2020, together with all Riders to this document.

(B) "Borrower" is Christopher E. Jones and Patricia A. Jones

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Credit Union of Colorado a Federal Credit Union

Lender is a FEDERAL CREDIT UNION organized
and existing under the laws of COLORADO
Lender's address is 1390 Logan St, DENVER, COLORADO 80203

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is the Public Trustee of Mesa County, Colorado.

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 10, 2020

The Note states that Borrower owes Lender TWO HUNDRED ELEVEN THOUSAND AND 00/100
Dollars (U.S. \$ 211,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or

magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Mesa
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 2, KNOLL RIDGE SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

which currently has the address of 645 KNOLL RIDGE LANE

Grand junction, Colorado 81506 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower

shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until

Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent,

Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

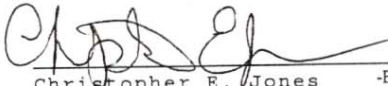
Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

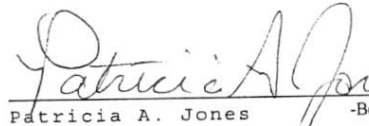
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


Christopher E. Jones (Seal)
-Borrower


Patricia A. Jones (Seal)
-Borrower

Witness

Witness

[Space Below This Line For Acknowledgment]

State of COLORADO

County of MESA

The foregoing instrument was acknowledged before me this SEPTEMBER 10, 2020
(date)

by Christopher E. Jones AND Patricia A. Jones

(name of person acknowledged)

ASHLEY FABER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046620
MY COMMISSION EXPIRES DECEMBER 16, 2023

Ashley Faber
(Signature of Person Taking Acknowledgment)

Notary Public
(Title or Rank)

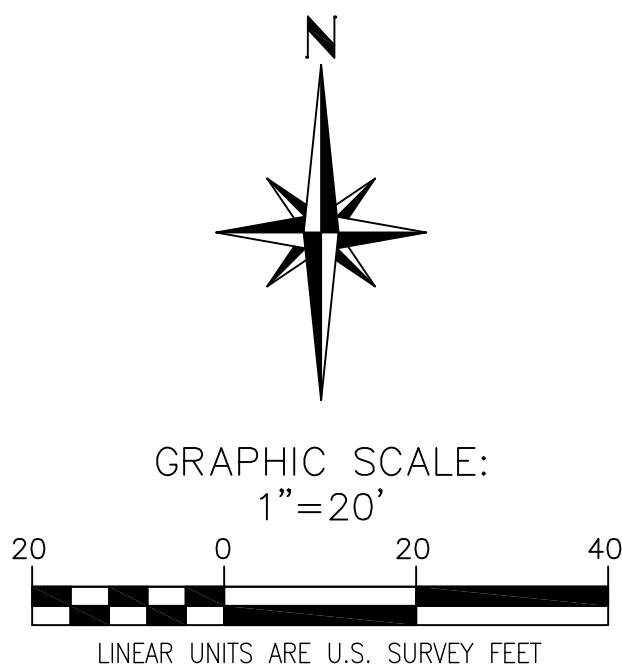
(Seal)

(Serial Number, if any)

Loan Originator: Lucas Bortoff, NMLSR ID 1767248
Loan Originator Organization: Credit Union of Colorado, NMLSR ID 411832

IMPROVEMENT SURVEY

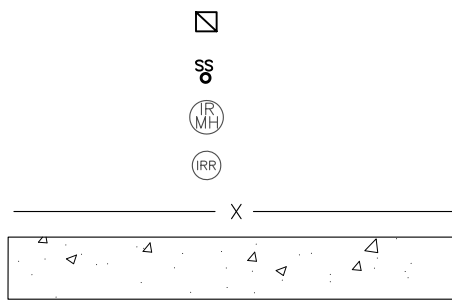
SITUATED IN THE NW¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
AND BEING A PART OF KNOLL RIDGE SUBDIVISION
COUNTY OF MESA, STATE OF COLORADO



LEGEND:

FOUND SURVEY MARKER AS DESCRIBED
FOUND No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 27279
FOUND No. 5 REBAR WITH 2 INCH ALUMINUM CAP ILLEGIBLE
FOUND No. 5 REBAR WITH 1.5 INCH YELLOW PLASTIC CAP PLS 16413
SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904

EXISTING UTILITY PEDESTAL
EXISTING SANITARY SEWER CLEANOUT
EXISTING IRRIGATION MANHOLE
EXISTING IRRIGATION FEATURE
EXISTING FENCE LINE
EXISTING CONCRETE



NOTES

- OWNERSHIP, RECORDED RIGHTS--OF--WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
- BEARINGS ARE BASED ON THE NORTH LINE OF NW¼ SW¼ SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED N89°50'50"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.
- 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.
- THIS BOUNDARY SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2264578, OF THE MESA COUNTY RECORDS.
- THE PROPERTY SURVEYED HEREON AND THE ADJOINING PROPERTIES WERE ALL ORIGINALLY PART OF THE NORTH 10 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 (RECEPTION NUMBER 303902), AS PROPERTIES WERE DESCRIBED AND CONVEYED FROM SAID 10 ACRES DESCRIPTIONS WERE STARTED FROM DIFFERENT POINTS OF BEGINNING, THE SOUTHWEST SECTION CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 2. THIS CAUSED DISCREPANCIES WITH THE ADJOINING PROPERTIES. THE PROPERTY SURVEYED HEREON HAS IT'S POINT OF BEGINNING AT THE WEST QUARTER CORNER WHILE THE ADJOINING PARCELS TO THE WEST HAVE THE SOUTHWEST SECTION CORNER AS THEIR RESPECTIVE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.



COLORADO REGISTERED LAND SURVEYOR PLS #37904

IMPROVEMENT SURVEY

FOR CHRISTOPHER E. & PATRICIA A. JONES

SITUATED IN THE NW¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-225 FIELD WORK: SL DRAWN BY: NB CHECKED BY: JW
DATE: 2/2/23 DRAWING NAME: 645 KNOLL RIDGE LANE

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

BASIS OF BEARINGS
NORTH LINE NW¼ SW¼ SECTION 2

N89° 50' 50"E 1315.15'

CENTER--WEST 1/16 CORNER
SECTION 2, T1S, R1W, UTE
MCSM: 209-1
FOUND 3 1/2" BRASS CAP
IN ASPHALT HOLE, ILLEGIBLE
0.2' BELOW GRADE

S0° 09' 10"E
200.00'

MICHAEL & CAROL ARCHER
648 26 ROAD
REC No. 2904882

EXISTING METAL
SHED
ON PROPERTY
LINE

EXISTING
SHED (ON DIRT)

EXISTING
CARPORT

EXISTING
EDGE OF BUILDING

ANNE M. CHAMBERLIN
2605 F 1/2 ROAD
REC No. 3043726

CAP BETWEEN
NORTHERN ADJOINER
AND WESTERN
RIGHT OF WAY LINE OF
KNOLL RIDGE LANE
(SEE SURVEY
DEPOSIT No. 6643-22)

N89° 50' 50"E
239.80'

MAX A. & DEREK SMITH
2611 F 1/2 ROAD
REC No. 2936164

VACATED
PORTION OF
RIGHT OF WAY
RECEPTION No.
1927609

KNOLL RIDGE LANE

VARIABLE WIDTH RIGHT OF WAY
RECEPTION No. 1146719

GRAVEL DRIVE

LOT TWO
1.54 ACRES
KNOLL RIDGE SUBDIVISION
REC No. 1146719

PATRICK J CAHILL
640 26 ROAD
REC No. 2916485

GEORGIA L. KNIGHT REVOCABLE TRUST
636 26 ROAD
REC No. 3052873

WEST 1/4 CORNER
SECTION 2
T1S, R1W, UTE
MCSM: 90-1
(MONUMENT CURRENTLY
UNDER ROAD)

N0° 03' 00"E
1311.95'

SOUTH 1/16 CORNER WEST LINE
SECTION 2, T1S, R1W, UTE
FOUND 2 1/2" ALUMINUM CAP
ILLEGIBLE IN MONUMENT CASE
0.4' BELOW GRADE

N0° 03' 08"E
1311.66'

N0° 09' 10"W
222.60'

SOUTHWEST CORNER
SECTION 2, T1S, R1W, UTE
FOUND 2 1/2" ALUMINUM CAP
ILLEGIBLE IN MONUMENT CASE
0.5' BELOW GRADE

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

1.6'

S89° 50' 50"W
117.31'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

ELECTRICAL
OUTLET

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

58.9'

LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE

DATE _____

DEPOSIT No. _____

ABBREVIATIONS:

N NORTH
S SOUTH
E EAST
W WEST
T TOWNSHIP
R RANGE
MCSM MESA COUNTY SURVEY MARKER
ROW RIGHT OF WAY
SIMS SURVEY INFORMATION MANAGEMENT SYSTEM
PLS PROFESSIONAL LAND SURVEYOR
No. NUMBER
GPS GLOBAL POSITIONING SYSTEM
ID IDENTIFICATION
SQ SQUARE
FT FEET
AVE. AVENUE
ST. STREET
CT. COURT
LN. LANE
DR. DRIVE
U.S. UNITED STATES
L.C.E. LIMITED COMMON ELEMENT
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

CURVE LABEL ABBREVIATIONS:

RAD RADIUS
L ARC LENGTH
CHORD LONG CHORD DISTANCE
BRG LONG CHORD BEARING
Δ CURVE CENTRAL ANGLE

LEGAL DESCRIPTION:

LOT 2 OF KNOLL RIDGE SUBDIVISION
AS RECORDED AT RECEPTION No. 1146719 OF THE MESA COUNTY CLERK AND
RECORDER'S OFFICE, COUNTY OF MESA, STATE OF COLORADO.

Sold parcel contains 1.54 ACRES.



Grand Junction Fire Department New Development Fire Flow Form

SECTION B

To be completed by the Water Supplier

Attach fire flow test data for the hydrants

Failure to attach the fire flow test data and/or diagram may delay your project review.

1. Circle the name of the water supplier: Ute Clifton Grand Junction
2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:
SEE ATTACHED MAP
3. Attach the fire flow test data @ 20 p.s.i. for the fire hydrants nearest to the development/project that must be used to determine available fire flow. Test data is to be completed within the previous 12 months or year. Identify the fire hydrants used to determine the available fire flow:
SEE ATTACHE RESULTS
[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]
4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum gpm @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain: _____

Print Name and Title of Water Supplier Employee completing this Form:

DUSTY KRIEGSHAUSER MAINTENANCE II/HYDRANT MAINT. Date 10/13/2022

Contact phone/E-mail of Water Supplier: 970-242-7491 hydrant@utewater.org

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁵ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If required, a State of Colorado Licensed Professional Engineer shall submit a complete stamped-seal report to the Grand Junction Fire Department. All necessary support documentation shall be included.

¹ There are three municipal water suppliers: Ute Water 970-242-7491, Clifton Water 970-434-7328, and City of Grand Junction Water 970-244-1572.

² Address: City- 250 North 5th St., Grand Junction, CO 81501; County-P.O. Box 20000, Grand Junction, CO 81502

³ International Fire Code, 2018 Edition.

⁴ <http://www.gjcity.org>

⁵ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

With Graph

Report Generated by: IMS by Hurco Technologies Inc.

Page: 1



Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Test Date: 10/13/22 2:00 pm

NFPA Classification:

Blue AA
 4376.98

Work Order: 1,303
Operator: DUSTY K/JOSEPH L

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 2338
Address: 2611 F 1/2 RD
Cross Street:
Location:
District:
Sub-Division:

Latitude: 710210.191
Longitude: 4330575.557
Elevation: 4635.26
State X / Y: /

Pumpers:

Nozzles:

Open Dir:

Manuf: Mueller
Model: Centurion 5 1/4

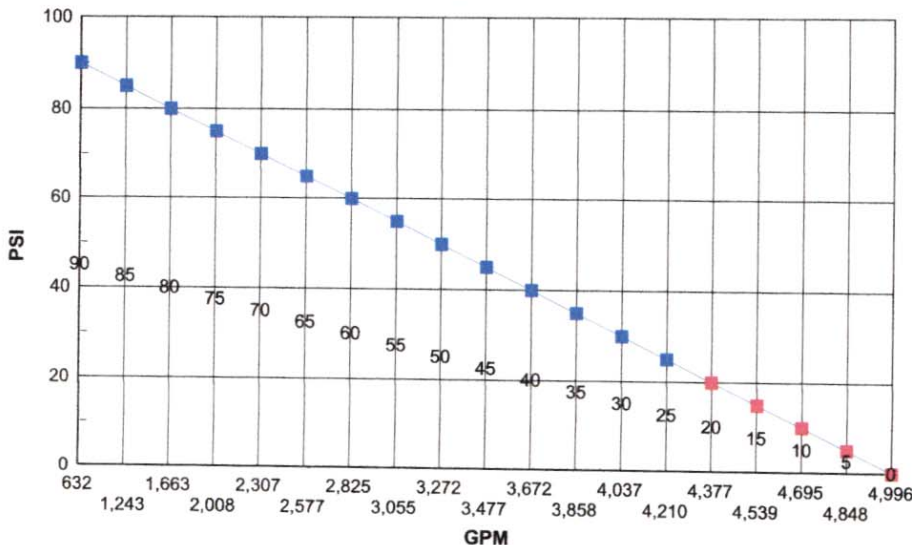
Installed: 01/01/1998
Main Size: 0.00

Vandal Proof:
Bury Depth: 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	3180	2.5" Hose Monster	2.50	1143.98	5719.88
2:					
3:					
4:					
5:					

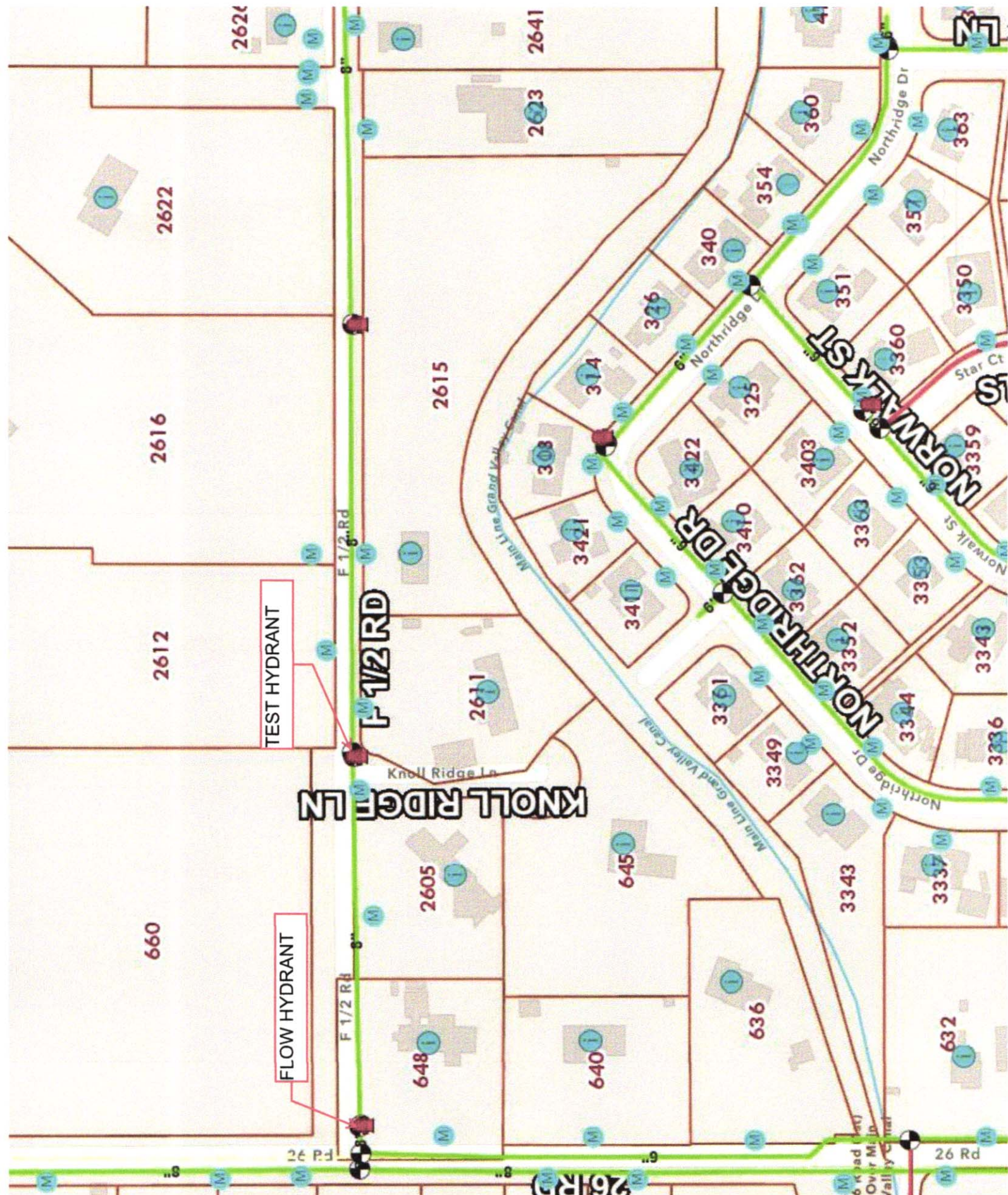
Pitot / Nozzle PSI: 46.00	Total Gallons Used: 5719.88
Static PSI: 92.00	Max GPM during test: 1,143.98
Residual PSI: 86.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 6.52	Predicted GPM @ 20 PSI: 4376.98

2338 Flow GPM

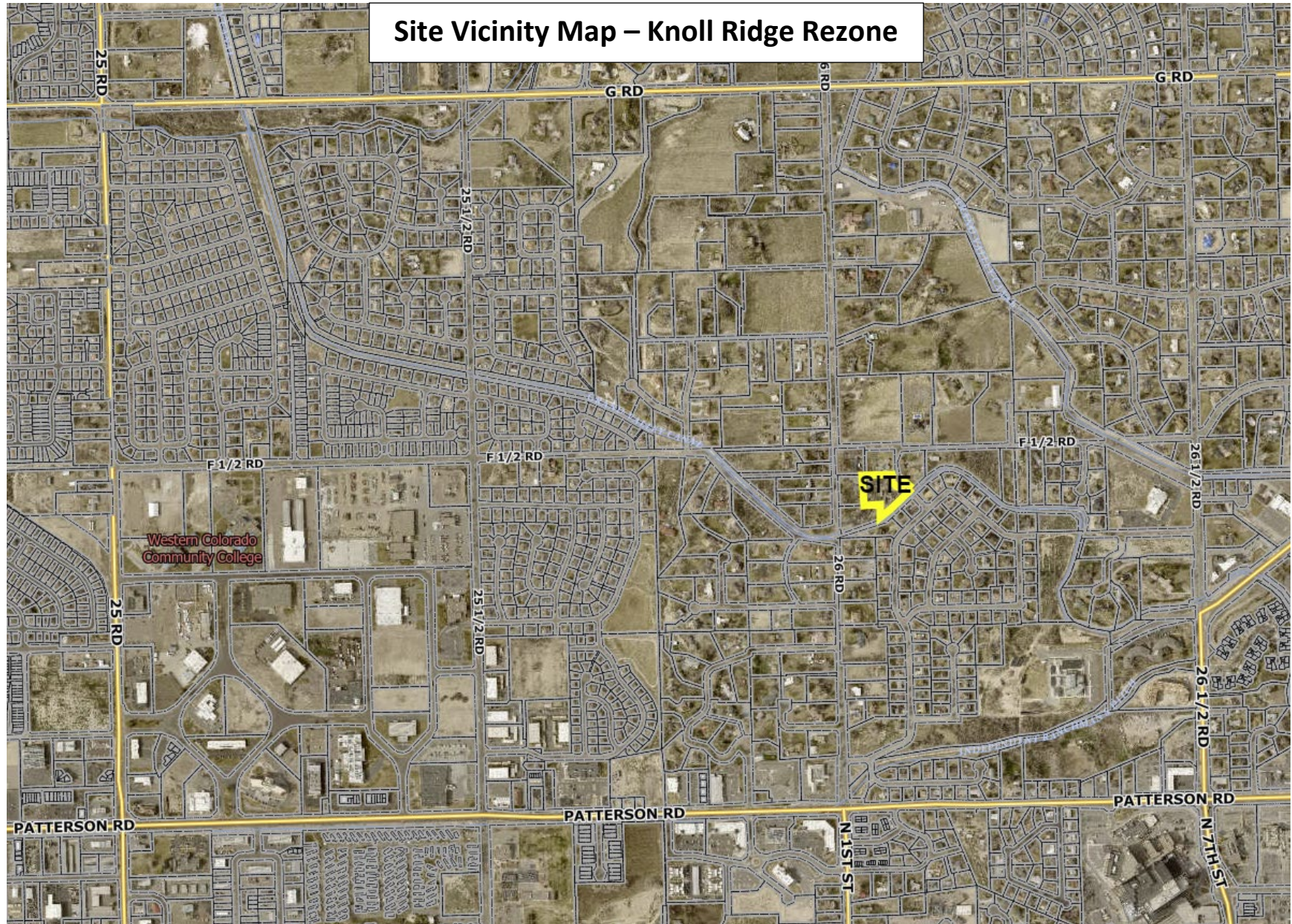


GPM rounded to nearest gallon

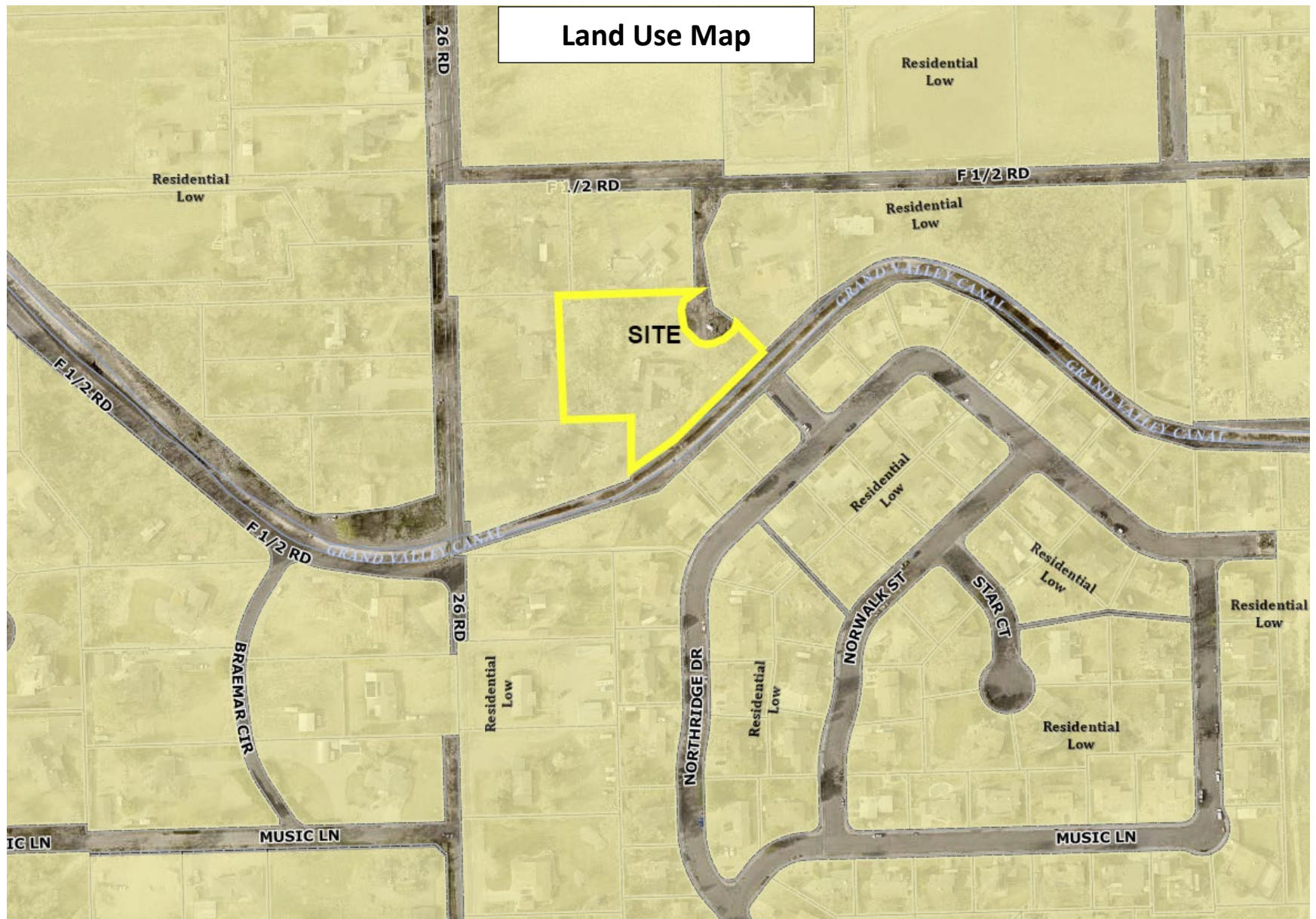
Values inside grid below flow line are PSI @ predicted flow

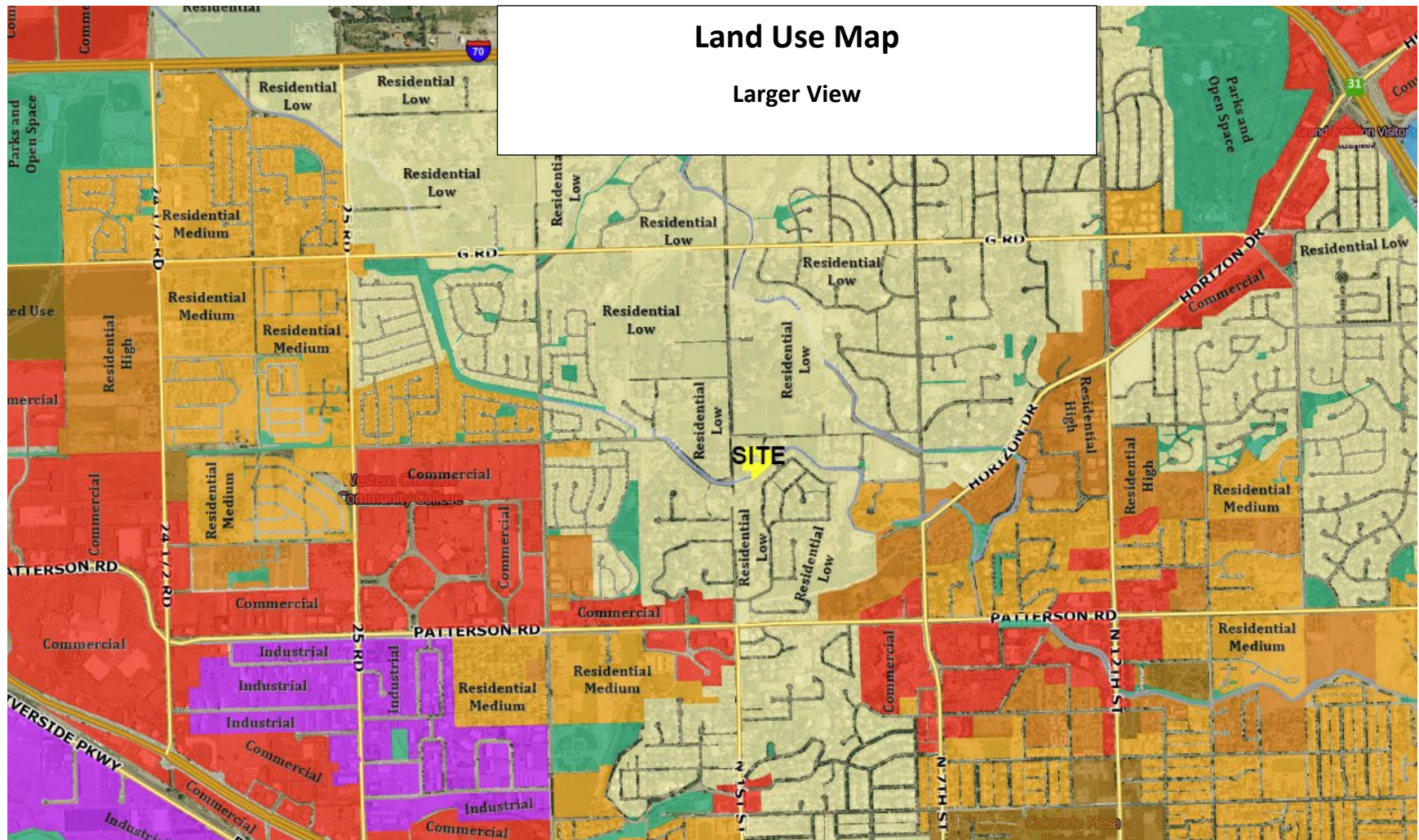


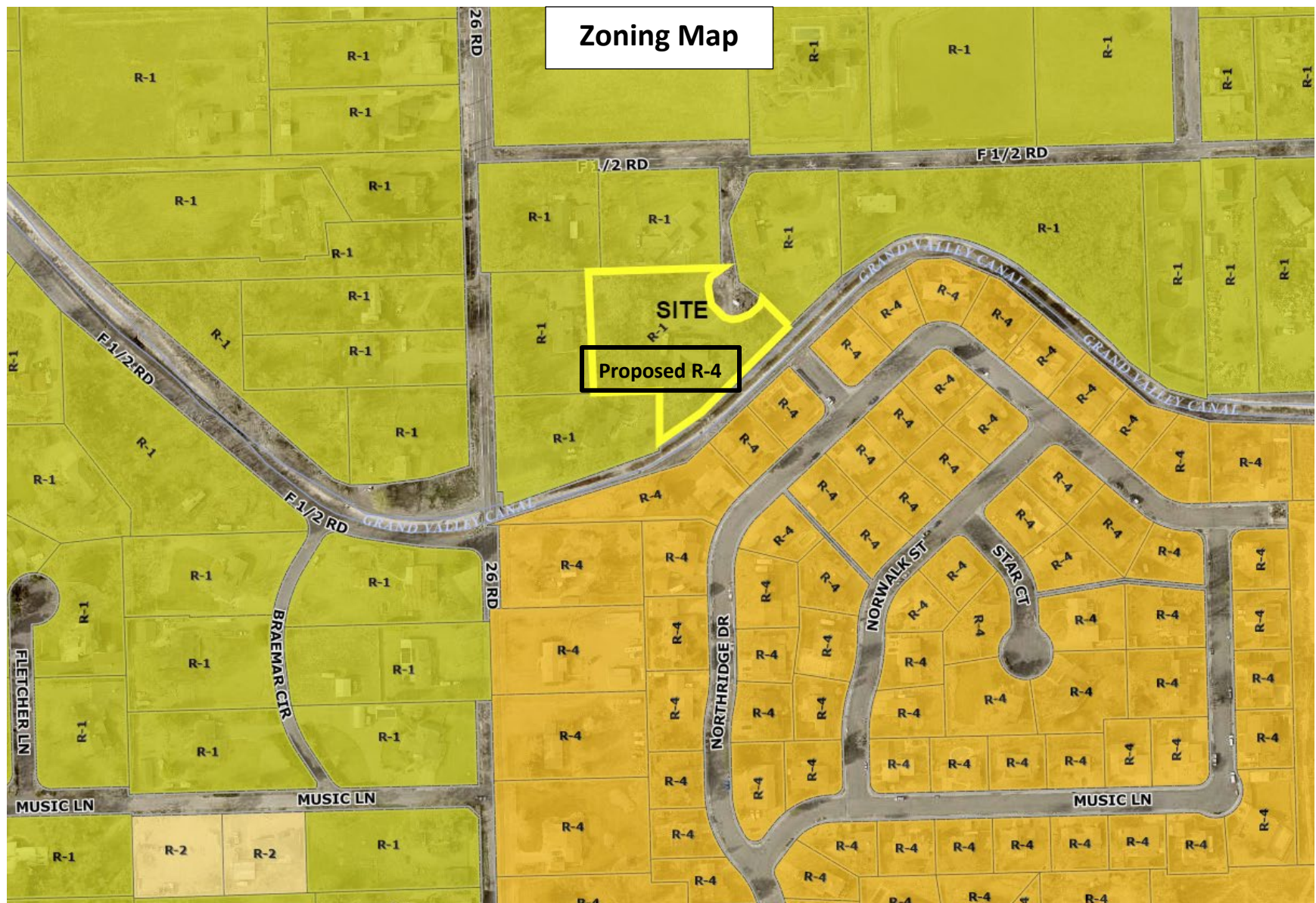
Site Vicinity Map – Knoll Ridge Rezone













Google Maps Street view of Knoll Ridge Lane access to property, looking south



645 Knoll Ridge Lane is located at the center of the picture.



Another view of the site zoomed out

Knoll Ridge Access Map



A Fire Department Access consisting of a minimum of 20 feet in width is required to construct additional residential dwellings on 645 Knoll Ridge Lane

Neighborhood Meeting - 645 Knollridge Lane, Grand Junction, CO 81506

Attendees (14):

Chris, Pat and Peyton Jones – 645 Knollridge Ln (Homeowners/Hosts)

Anne Chamberlin – 2605 F ½ Rd

Max and Derek Smith – 2612 F1/2 Rd

Mario Accettura and Michael Archer 648 26 Rd

Patrick Cahill and Molly – 640 26 Rd

Derek Hrubes – 651 26 Rd

Other: Shane, Tayler and Raven Fitzgerald – 645 Knollridge Ln

City Staff: Dave Thornton

Meeting Overview:

Introductions:

Reason for the meeting: required step to subdivide our property.

Why: Daughter and her husband sold their house in Fruita and plan to build a house on our property to be closer to family.

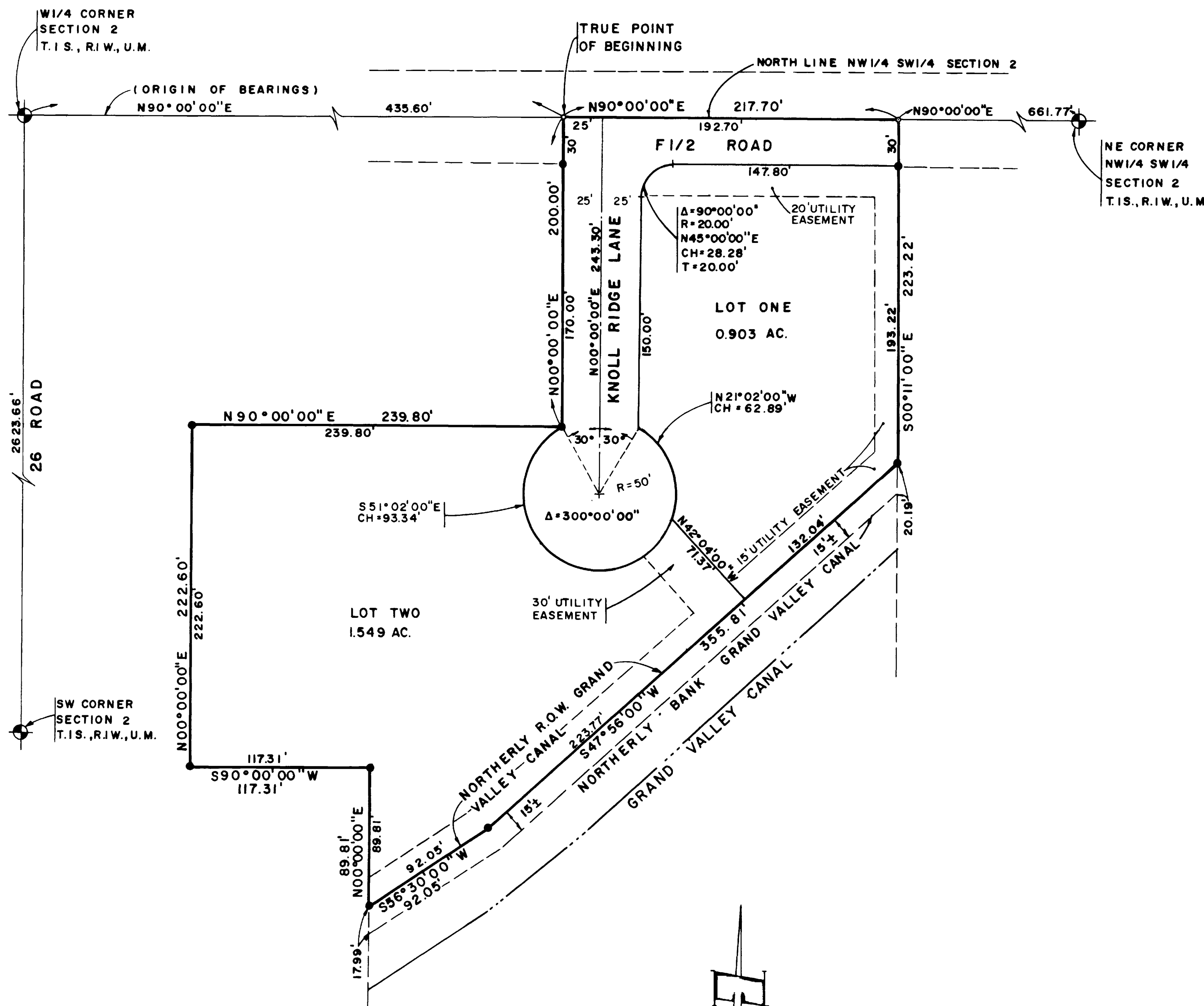
Our Objective:

In ordered to do this we are required to divide our property. The easiest way to do this is to do a mini/split with a minimum of 3 parcels which requires a Rezone from and R1 to an R4. Our primary hurdle is the access road. We have discussed this with Max and Anne. They own the two neighboring homes along our driveway. We are proposing that our property lines be adjusted to reflect our current easement/access.

Questions and Concerns:

- 1) If we do this what is stopping others from doing it? Everyone is going to want to rezone now.
- 2) Property lines are inconsistent and not correct. Apprehensive about the need or effects of moving property lines.
- 3) Water access and irrigation easements
- 4) View changing

KNOLL RIDGE SUBDIVISION



AREA QUANTITIES

Total Acres in Lots	2.452 Ac. or 82.6 %
Total Acres in Streets	0.517 Ac. or 17.4 %
Total Acres	2.969 Ac. or 100.00 %

LEGEND

- ⊙ Indicates Mesa County Brass Cap
- Indicates P.K. Nail
- ⊥ Indicates A 5/8" Rebar And Monument Cap At All Lot Corners
- Indicates 5/8" Rebar And Monument Cap Set In Concrete



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned William E. Pomrenke and Janet M. Pomrenke are the owners of that real property situated in the County of Mesa, State of Colorado, and being a part of the NW 1/4 SW 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian as shown on the accompanying plat, said real property being more particularly described as follows;

Commencing at the W 1/4 Corner of said Section 2; Thence N. 90° 00' 00" E along the North line NW 1/4 SW 1/4 of said Section 2 a distance of 435.60 feet to the TRUE POINT OF BEGINNING. Thence continuing N. 90° 00' 00" E along said North line of the NW 1/4 SW 1/4 of Section 2 a distance of 217.70 feet; Thence S. 00° 11' 00" E 223.22 feet to a point on the Northerly right-of-way of the Grand Valley Canal; Thence along said Northerly right-of-way by the following Two (2) courses and distances;
S. 47° 56' 00" W 355.81 feet
S. 56° 30' 00" W 92.05 feet
Thence N. 00° 00' 00" E 85.81 feet; Thence S. 90° 00' 00" W 117.31 feet; Thence N. 00° 00' 00" E 222.60 feet;
Thence N. 90° 00' 00" E 239.80 feet; Thence N. 00° 00' 00" E 200.00 feet to the TRUE POINT OF BEGINNING. Containing 2.969 Acres.

That said owners have caused the said real property to be laid out and surveyed as Knoll Ridge Subdivision, a subdivision of a part of Mesa County, Colorado.

That said owners do hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to the use of the public and public utilities forever, and hereby dedicate those portions of said real property which are labeled as utility easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines. Together with the right to trim interfering trees and brush. With perpetual right of ingress and egress for installation, maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

That all expense for street paving or improvements shall be furnished by the seller or purchaser, not by the County of Mesa.

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed this 14th day of SEPT., A.D., 1977.

William E. Pomrenke
William E. Pomrenke

Janet M. Pomrenke
Janet M. Pomrenke

STATE OF COLORADO }
COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 14th day of SEPT., A.D., 1977 by William E. Pomrenke and Janet M. Pomrenke.

My Commission Expires: Nov. 9th 1981
Witness My Hand and Official Seal

Thomas A. Agave
Notary Public

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO }
COUNTY OF MESA } ss # 1146719

I hereby certify that this instrument was filed in my office at 11:00 o'clock A.M., this 19th day of November, A.D., 1977 and duly recorded in Plat Book No. 11, Page 313.

Paul Sawyer
Clerk and Recorder

By Hazel M. Huskey
Deputy

Fees \$ 10.00.

COUNTY PLANNING COMMISSION CERTIFICATE

Approved this 19th day of SEPT., A.D., 1977. County Planning Commission of the County of Mesa, Colorado.

P. D. Van Arman
Chairman

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Approved this 3rd day of OCTOBER, A.D., 1977. Board of County Commissioners of the County of Mesa, Colorado.

Robert B. Boland
Chairman

SURVEYOR'S CERTIFICATE

I, James T. Patty Jr., do hereby certify that the accompanying plat of Knoll Ridge Subdivision, a subdivision of a part of the County of Mesa, has been prepared under my direction and accurately represents a field survey of same.

James T. Patty Jr.
James T. Patty Jr.
Registered Land Surveyor
Colorado Registration No. 9960

B. M. Benson
By: Mesa County Road Department

Date: 11-14-77



KNOLL RIDGE SUBDIVISION

PARAGON ENGINEERING, INC.

PO BOX 2872, 825 ROAD AVE., GRAND JUNCTION, COLO., 81501, PHONE 243-8966
SEPTEMBER, 1977

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Sunday, June 25, 2023 3:58 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by Kevin A West:

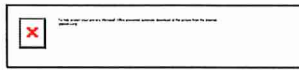
I live across the street from the lot in question. I have read the other comments by neighbors in the area and I agree completely on all accounts including safety concerns and fire access, wildlife impacts, and privacy. Like many others, I too chose this area due to the large lots and the lack of development. I have been told some of the area around us is even under conservation easements to prevent such development. The land to the south of the lot in question is separated from our area and should not impact ours. The access into and out of that developed subdivision is distanced from our area. Rezoning here would set a precedent for developing our lots - something the overwhelming majority do not want and has never been intended for. In addition, we already have a problem of increased traffic down F 1/2 rd. Others are using our road as a thoroughfare from 26 to 26 1/2 rd and routinely drive down the road at excessive speeds. Many families along our area have children that play and we do not need nor desire any change that will undoubtedly result in more traffic to our area. Lastly, the proponents have said they wish to develop for their daughter. I fully support them living side by side as family... just not against the current zoning rules. There has been two adjacent lots for sale in the last 6 months they could have purchased to live next to each other but they have not chosen that route. And while they may build one lot for their daughter, they might not. There is nothing in place that would stop this from simply being a financial decision to develop land and profit off of it and sell the new homes to the highest bidder. They purchased this lot knowing the zoning restrictions and now want to change the rules. Ultimately, I am strongly opposed to this new change and recommend denial of the request. It seems clear to me that approval of such a request negatively impacts all those around them. The neighbors as a whole are unanimously united in our recommendation for denial.

You can approve or reject the comment [here](#).

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Sunday, June 25, 2023 3:06 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by James E Benson:

Apparently no one from the planning department has looked at the access into this property. Not only can a fire truck not enter this property. But no large vehicle can. These people applied for this split which is ludicrous in the first place when taking into account the size of neighboring properties using a neighbor to the East 's property as part of their driveway. After the news of this proposed sub division leaked out. The owner promptly had his property surveyed and formally took back that access. Why did this application get to this point. Shoe hornng 3 properties into a medium sized , nearly land locked property , reeks of greed. I would guess that if this passes. The owners sells the entire mess off and moves to another semi rural to seek another opportunity Just say no .

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Saturday, June 24, 2023 9:22 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by Nancy pensak:

I'm calling because I think that the reason on Knoll Ridge is way out of line for the area this in all of the home so you can here and all around us in every direction have around an acre or three quarters of an acre in your ear taking this and making it you know putting for houses on an acre and I think that's just out of line but the main problem that I see is that through that property is an easement the city owns to put a roads are there so that our subdivision and Northridge has another exit our entry point because as it is right now we only have one way to get in and out of the subdivision and if you look on any city map even though was in the phone book you will see that it has a road showing from Northridge all through it Knoll Ridge 2 1/2 Road that road doesn't exist. but we needed and we'll probably need it more in the future particularly if you open us up to 7th Street so before you start putting all these houses Crandall this little lot you need to make sure that the city's still owns the easement and is able to put a road through there without it going through somebody's house and I think I already there's a storage shed over there on city property so take a look at that before you just turn over this and look at the tax dollars of oh boy some more houses anyway please think about this it's out of line and you really need to watch that easement. thank you

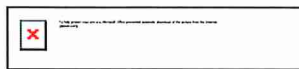
You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Saturday, June 24, 2023 7:42 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by Anne Chamberlin:

Dear Planning Commission, As an abudding neighbor to 645 Knoll Ridge Lane I am very concerned about rezoning and the following increased property density without proper access for fire trucks and other emergency vehicles and am in opposition to it. The Planning Comission is in agreement with the lack of safe access to the Knoll Ridge Property based on the Planning Commision Agenda Item summary, which states "an additional right -of - way would need to be provided, or other access be established such as providing adequate access (including fire access) through adjacent lots or property to provide adequate access utilizing Koll Ridge Lane a minimum of 20 feet throughout the length of the driveway as needed." The Planning Clearance form 2006 clearly states that Knoll Ridge Lane is not a public street and in my opinion it should not become a public street. This additional right- of-way and access is not available from me, Anne Chamberlin, the owner of 2605 F 1/2 Rd, the property adjacent to the west side of the current private driveway of 645 Knoll Ridge Lane. In conversations with Max Smith, the owner of 2611 F ½ Road, the property adjacent to the east side of the current private driveway, he is also not amenable to providing land to widen the driveway. Aside from this a 20 foot wide city street where Knoll Ridge Lane currently lies would not provide adequate setbacks for buildings on Max's property. "The purpose of the R-4(Residential –4du/ac)zone district is to provide for medium-low density, single-family and two-family residential uses where adequate public facilities and services are available" per the Planning Commission Agenda. This is not a location where adequate public facilities and services are available. Installation of adequate facilities and services would be hugely disruptive to the surrounding community and wildlife habitat. At the community meeting we were told that the rezone was in order for the Jones's daughter to build a house on the property, not for the desired outcome of increasing housing density in the community. The plan that was proposed was to split the lot into 3 lots, but only build one additional unit. This would not be in accordance with the R4 zoning requirements that require a minimum of 3 units on an R4 property. Aside from my safety concerns I am in agreement with the comments left

by neighbors. I have concern for the wildlife population that lives in the area, concern for property values of the community, concern for pedestrian safety, concern of setting a precedent to rezone our R-1 community. Rezoning is intended to help improve the city and the general community, however this rezoning only benefits one family and has a negative impact on the rest of the community. Sincerely, Anne Chamberlin, MD

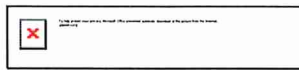
You can approve or reject the comment [here](#).

This email was delivered by gispeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Saturday, June 24, 2023 1:27 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by Kevin & Heather West:

My husband and I are Texas Natives, and the one thing that really brought us to purchase the home we did was that it came with a substantial lot. Being from wide open spaces, this really appealed to us. We did not choose to purchase a home in a neighborhood with small lots or overdeveloped areas. We loved the idea of the homes having a little piece of land, seeing livestock around us and even the abundance of wildlife we see each day. This is such an amazing community we have built here, with likeminded families. Safety is always of important. I agree that this could pose an issue with the fire department, but another issue that arises is the increased traffic. F1/2 Rd has become a very busy roadway. We are fortunate to have a gated home where we feel our children can play safely outside. Many days I see people flying down this road, and often appears they struggle to stop at the stop sign at 26 Rd. If you were to divide the lot of concern it would only increase the already crowded roadway. I oppose the division of the lots for the above reasons.

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Thursday, June 22, 2023 4:15 PM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by David B. and Linda M. Sigismund:

We are writing in opposition to the proposed Knoll Ridge Rezone. Our primary objection to the rezone is that it will have a damaging impact on the 5 neighbors living adjacent to the property. As the neighboring houses were built at a time when the Knoll Ridge property was a small pasture, the neighboring houses were designed and built without great need to create privacy from nearby facilities. They have large windows, patios and play yards largely open to the former pasture. Due to the placement of the existing house on the Knoll Ridge lot, subdivision will mean any new buildings will likely have to be placed close to the neighboring yards, significantly impacting the remaining ambiance and privacy of those neighbors' properties. This will, in all likelihood, reduce the desirability and value of those neighboring properties. Sincerely, David B. and Linda M. Sigismund

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Wednesday, June 21, 2023 11:29 AM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

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The following comment has been submitted for Knoll Ridge Rezone by Mario Accettura:

To start, I agree with the safety aspect of not being able to get fire equipment to the property. If you have two additional houses on the property that will also increase the potential for risk. As our houses, butt up to this property line, it also places us at risk in the event of fire emergency. In addition, I feel those of us in this neighborhood purchased and moved to this area specifically for the larger lots of property. We enjoyed the fact that we do not have a densely populated neighborhood. I know there are those who say this is right next to an R4 area, and should not make a difference. However, that neighborhood is separated from ours by the irrigation canal. This give us the sense of separation from a cookie cutter neighborhood. My last opinion on this issue is the impact it will have on the wildlife population we enjoy in the area. We get to see deer, fox, racoons and various other wildlife on a daily basis. additional housing and traffic will greatly reduce this wildlife. The will be force to move out from where they have called home for several years. We have the same deer herd come through every year where we get to see the young ones grow and become adults. This would come to an end with the addition of more houses.

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Wednesday, June 21, 2023 6:40 AM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: Knoll Ridge Rezone

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****



The following comment has been submitted for Knoll Ridge Rezone by Miles and Patsy LaHue:

645 Knoll Ridge Lane is a flag lot situated in the middle of 1-5 acre parcels. We have lived here for 43 years and this area has been zoned R-1 for many years. The area is populated with deer and every kind of wildlife imaginable. The planning dept said that this property is adjacent to R-4 but the large Grand Valley Canal separates Northridge Subdivision R-4 and our R-1 zoning (two completely separate areas). The owners want to build a house for their daughter and it is hard to understand why they have to jump from R-1 to R-4? This rezone will set a precedent in the neighborhood and encourage dense development on the remaining undeveloped parcels in a charming rural north area of the city. Obviously we and our neighbors bought in this area because of the space and character of the area. In addition the driveway going into this lot is very narrow and the adjacent neighbor has taken back ground he once gave up for the driveway when the house was originally built. It looks almost impossible to get any large firetrucks or emergency vehicles into the property. We urge you to decline this rezone, to save our neighborhood and let us know that we do have a voice in this city. We have been told that a relative of the petitioners works in the planning department and we think this might introduce a certain bias.

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

February 23,2023

Dear Rezoning Committee,

We, the neighbors of 645 Knoll Ridge Ln, (RZN 2022-1895) are writing to express our strong opposition to the proposed rezoning of 645 Knoll Ridge Ln, from an R-1 lot to an R-3 lot, which would be detrimental to our neighborhood.

Per our review of plot maps, title descriptions and deeds it is our understanding that access to 645 Knoll Ridge Ln is currently over Max & Derek Smith's property, 2611 F ½ Rd. This access was granted based on a neighborly agreement and there is no documented easement that we are aware of. Knoll Ridge Ln was initially designated as to serve the now abandoned Knoll Ridge subdivision. The Knoll Ridge subdivision was created as two lots; "Lot 1," 2611 F ½ Rd and "Lot 2," 645 Knoll Ridge Ln. Knoll Ridge Ln would have extended from F ½ road across the canal to connect with Northridge Dr. When the city decided this was not a good location for a subdivision a portion of the access road for Knoll Ridge subdivision was deeded to Lot 1 and is now owned by the Smiths. This left access to 645 Knoll Ridge Ln either off the canal or over the canal.

For 645 Knoll Ridge Ln to be subdivided and support three lots it will require significant infrastructure upgrades. This would include running new utilities to the property and according to Development Standards (Chapter 21.06.010 b.3.i) a 20 feet wide street that meets Fire Code. According to our understanding of current property lines the owners of 645 Knoll Ridge Ln do not own 20 feet of property where the proposed street would be. In order to obtain a 20 feet wide street they would need to change their access to the previously designated access routes; along Northridge Rd and across the canal, along 26 Rd and down the canal or they will need to obtain property from the owners of 2605 F ½ Rd and 2611 F ½ Rd. Neither property owner of these two addresses is ready to concede their property for this cause.

If the owner's of 645 Knoll Ridge Ln were able to obtain the land for a road between 2605 F ½ Rd and 2611 F ½ Rd, there is concern that a 20 feet road running between 2605 F ½ Rd and 2611 F ½ Rd would not leave room for required building setbacks on these properties. Per Mesa County Community Development Department Planning Division Chapter 5, Zoning Districts, required street setbacks for a RSF -1 for a principal building it is 20 feet, for an accessory building it is 25 feet.

Our neighborhood was zoned for larger lots and this is the reason we bought homes in this neighborhood. Subdividing this property is not consistent with the zoning in the area and would require an exception to accommodate this request. Due to the location

of the current residence on the lot a rezoning would create one larger lot and two smaller lots creating further lot size disparity in our neighborhood. Subdivision of this lot sets an unwanted precedent for rezoning our neighborhood from R-1.

Subdivision of larger lots in our neighborhood into smaller lots would decrease lot size, increase housing density and result in decreased property values for the surrounding area.

The larger open lots in our neighborhood serve as habitat for wildlife and further development will further destroy this habitat. Any planned development of the property should consider the continuing impact to local wildlife habitat.

Members of our neighborhood walk on F ½ and we already have increasing trouble with pedestrian safety and speeding vehicles. Increasing the house density on F ½ would only worsen this issue.

Rezoning is intended to help improve the city and the general community, however this rezoning only benefits one family and has a negative impact on the rest of the community. As the immediate neighbors to 645 Knoll Ridge Ln, we strongly urge you to not approve the proposed rezoning.

Thank you for your continued service and support of our communities.

Best regards,

The neighbors of 645 Knoll Ridge Ln.

Anne Chamberlin

Anne Chamberlin
2605 F ½ Road

Mario Accenttura

Mario Accenttura
648 26 Road

Mike Archer

Mike Archer
648 26 Road

Carol Archer

Max Smith

Max Smith
2611 F ½ Road

Cari Jackson

Cari Jackson
2611 F ½ Road

Derek Smith

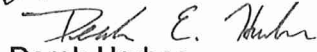
Derek Smith
2611 F ½ Road

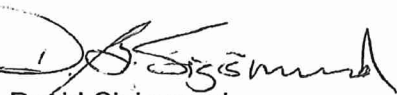
Kevin West
2612 F 1/2 Road



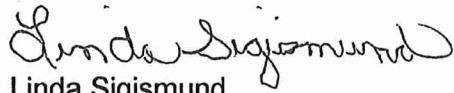
Heather West
2612 F 1/2 Road




Derek Hrubes
651 26 Rd



David Sigismund
649 26 Rd



Linda Sigismund
649 26 Rd



Patrick Cahill
640 26 Rd

Molly Cahill
640 26 Rd

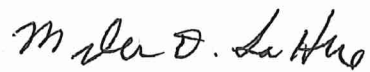


Peggy Pilcher
645 26 Rd

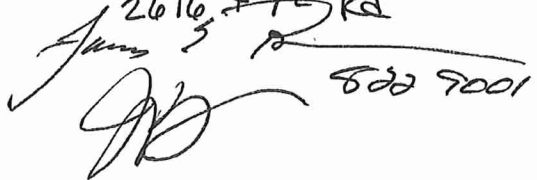


Ray Pilcher
645 26 Rd

MILES + PATSY LAHUE
647 26 ROAD



James E + Jo Ann Benson
2616 F 1/2 Rd


800 9001

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-1 (RESIDENTIAL - 1 DU/AC) TO R-4
(RESIDENTIAL – 4 DU/AC) ZONE DISTRICT**

**LOCATED AT THE 645 KNOLL RIDGE LANE
Tax Parcel No. 2945-023-20-002**

Recitals:

The property owners, Christopher E. Jones, and Patricia A Jones, proposes a rezone from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) on a total of 1.54-acres, located at 645 Knoll Ridge Lane.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) of the 2020 One Grand Junction 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 rezoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, the City Council also finds that the R-4 (Residential – 4 du/ac) zone district, is consistent and is in conformance with the Comprehensive Plan and 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 property shall be zoned R-4 (Residential – 4 du/ac) on the zoning map:

Lot 2 of Knoll Ridge Subdivision as recorded at Reception No. 1146719 of the Mesa County Clerk and Recorder's Office, County of Mesa, State of Colorado. Said parcel contains 1.54 acres.

INTRODUCED on first reading this ____ day of _____, 2023 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of _____, 2023 and ordered published in pamphlet form.

Anna M. Stout
President of the Council

ATTEST:

Amy Phillips
City Clerk