

JEN81VIL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**

NAME OF APPLICANT OR DEVELOPER: JENSEN DEVELOPMENTS, A LIMITED PARTNERSHIP

PROJECT/SUBDIVISION: VILLAGE FAIR

LOCATION: SOUTHWEST CORNER OF 12TH AND PATTERSON

PARCEL NO.: 2945-111-27-001

FILE NO.: RZO 1979-089

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT

In re: Village Fair Southwest corner of 12th & Patterson
Name of subdivision or other improvement location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Village Fair date November 1981, the name of subdivision following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

1294531
 JUN 15 1982 E. SAWYER, CLK&REC MESA CITY CO
 08:56 AM 81377 P0485

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street grading	N/A		
Street base	N/A		
Driveways	3100 Sq. Ft @ .70	2170.	
Street paving	misc. repairs	500.	Spring '82
Curbs and Gutters	4 driveway closures @ 500	2000	Spring '82
Sidewalks	misc. repairs	500	Spring '82
Storm Sewer facilities	Private		
Sanitary sewers	Private		
Mains	Private		
Laterals or house connections	Private		
On-site sewage treatment	N/A		
Water mains	955L.F @ 8.00	7640	Fall '82
Fire hydrants	4 @ 1500	6000	Fall '82
On-site water supply	Private		
Survey monuments	N/A		
Street lights	N/A		
Street name signs	N/A		
SUB TOTAL		18,810	

Supervision of all installations (should normally not exceed 4% of subtotal) included in above _____.

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION \$ 18,810

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

Earl A. Jensen
 Signature of subdivider

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

Date: November 2, 19 81

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

Ronald P. Rich
 City Engineer

Date: June 15 19 82

CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT

In re: Village Fair Southwest corner of 12th & Patterson
Name of subdivision or other improvement location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Village Fair date November 1981, the name of subdivision following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

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Ronald P. Rich
 City Engineer

Date: June 15 19 82

RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
FILE #

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated JUNE 15 1982, and recording at Book 1377, Page 0485 of the land records of Mesa County, Colorado, by and between EARL A JENSE (Developer) and the City of Grand Junction (City) pertaining to VILLAGE FAIR (Project).

Legal Description:

LOT 1 THROUGH LOT 5, VILLAGE FAIR SUBDIVISION AS AMENDED
SECTION 11, T1S, R1W, AND AN UNDIVIDED INTEREST IN TRACT A;
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Whereas, Developer has installed and constructed certain public and private improvements at and for the Project, which completion was guaranteed by the execution of an Improvements Agreement and Guarantee, and

Whereas, the City of Grand Junction and all other agencies possessing regulatory authority over the Project and/or the improvements have inspected the improvements and have accepted the same,

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to accept improvements and release the portion of the guarantee pertaining to the improvements under their jurisdiction, do accept, sign and release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: Keith Lewis 7-2-99
City Engineer Date
Scott Smith 6/18/99
City Utilities Manager Date
Hank Masters 7/7/99
Fire Marshall Date

UTE WATER:

By: NA
Date

GRAND JUNCTION DRAINAGE:

By: NA OUTSIDE OF DISTRICT 7/14/99 JLB
Date

In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 1377, Page 0485 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released, subject to the required warranty period.

Director of Community Development Date

The foregoing instrument was executed before me this _____ day of _____, 199__
by _____, Director of Community Development for the City of Grand Junction,
Colorado.

Witness my hand & official seal.

Notary Public

My commission expires _____.

CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT

In re: Village Fair Southwest corner of 12th & Patterson
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Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Village Fair date November 1981, the name of subdivision

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Earl A. Jensen
Signature of subdivider

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

Date: November 2, 1981.

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

Ronald P. Rich
City Engineer

Date: June 15 1982

whereas, the City of Grand Junction and all other agencies possessing regulatory authority over the Project and/or the improvements have inspected the improvements and have accepted the same,

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to accept improvements and release the portion of the guarantee pertaining to the improvements under their jurisdiction, do accept, sign and release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: Rob Davis 7-2-99
City Engineer Date

[Signature] 4/18/99
City Utilities Manager Date

Frank Masters 7/7/99
Fire Marshall Date

UTE WATER:

By: NA _____
Date

GRAND JUNCTION DRAINAGE:

By: NA OUTSIDE OF DISTRICT 7/14/99 JLB
Date

In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 1377, Page 0485 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released, subject to the required warranty period.

Director of Community Development Date

The foregoing instrument was executed before me this _____ day of _____, 199__
by _____, Director of Community Development for the City of Grand Junction,
Colorado.

Witness my hand & official seal.

Notary Public

My commission expires _____.

POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situate in the County of Mesa, State of Colorado, and described as:

See Exhibit "A" attached hereto

for valuable consideration do nominate and appoint the City Clerk of the City of Grand Junction, Colorado, as my/our attorney-in-fact to execute a local improvement district petition to provide for the assessment against the above property of the cost of curb, gutter, sidewalk and improvement of and paving of:

That portion of Patterson Road adjoining the above-described property,

abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without counterpetition by me/us. It is understood by me/us that there will be no participation by the City in any costs of the required improvements.

This power shall be covenant running with the land and shall not expire at my/our death(s).

Dated this 25th day of January, 1982.

THE VILLAGE FAIR, a Limited Partnership

By: JENSEN DEVELOPMENTS, a Limited Partnership

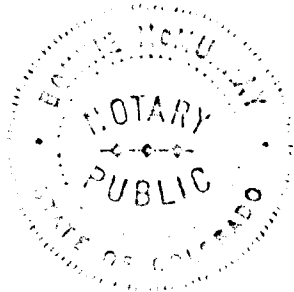
By Earl A. Jensen
Earl A. Jensen
General Partner of
Jensen Developments

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

On the 25th day of January, 1982, the foregoing Power of Attorney was acknowledged before me by Earl A. Jensen, General Partner of Jensen Developments, a limited partnership, which partnership is the General Partner of The Village Fair, a limited partnership.

My notarial commission expires: November 19, 1983.

Witness my hand and official seal.



Dennis Murray
Notary Public

10. 1st 40
Grand Junction, CO 81502
Notary Address

MESA

FEDERAL SAVINGS

Box 1508 / Road at Sixth / Grand Junction, Colorado 81502 / 303-242-5211

December 18, 1981

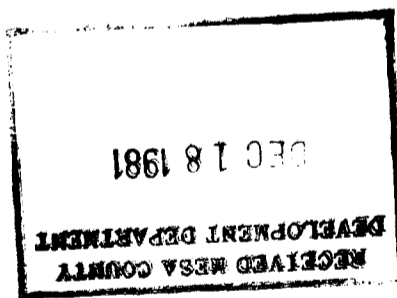
City of Grand Junction
559 White Avenue - Room 60
Grand Junction, Colorado 81501

This letter is to verify that Village Fair has secured a loan in the amount of \$18,810.00 for the improvement of Village Fair Shopping Center. The \$18,810.00 is to finance the construction of the improvements within the subdivision Plat or Plan which are required by the City of Grand Junction zoning and Subdivision Regulations. The \$18,810.00 is to be disbursed by Mesa Federal Savings and Loan Association only for the above items upon receipt and approval of properly authorized bills.

In the event that Village Fair should not complete the improvements, Mesa Federal Savings and Loan Association agrees that all available funds not disbursed will be applied toward the completion of the project.

MESA FEDERAL SAVINGS AND LOAN
ASSOCIATION OF COLORADO

BY Patrick A. Gormley
Patrick A. Gormley
President





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

November 11, 1994

Remax 4000
1401 N. 1st St.
Grand Junction, CO 81501

Attn: Ward Scott
Re: Village Fair Shopping Center

Please find enclosed the Release of Power of Attorney for the above referenced project. This original must be recorded at the Mesa County Clerk and Records office to become a legal document. At the time of recording, you will be asked where you want the original to be sent. Please have them send it to City Hall to the Community Development Department, attention Ronnie Edwards, and I will place it in the appropriate job file.

Sincerely,

A handwritten signature in cursive script that reads "Ronnie Edwards".

Ronnie Edwards
Planning Technician



Printed on recycled paper

File # 89-79

original needed to ward Scott to be recorded.

RELEASE OF POWER OF ATTORNEY

The City of Grand Junction releases and terminates the Power of Attorney recorded in Book 1325, Page 872-874 and Book 1377, Page 486-487 at the Mesa County Clerk and Recorder. The improvements as required by the Power of Attorney have been completed.

Dated this 9 day of November, 1994.

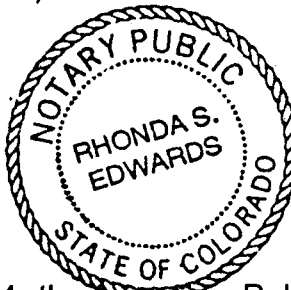
CITY ENGINEER

DIRECTOR OF COMMUNITY DEVELOPMENT

Jerry Dan Newton

Jerry Tom

STATE OF COLORADO)
) ss.
COUNTY OF MESA)



On the 9th day of November, 1994, the foregoing Release of Power of Attorney was acknowledged before me by:

Rhonda S. Edwards

My notarial commission expires: 9-20-97
Witness my hand and official seal.

MEMORANDUM

DATE: August 10, 1999
TO: File
FROM: Patricia Parish, Associate Planner
SUBJECT: Release of Development Improvements Agreement (D.I.A.)
Village Fair Subdivision

Community Development Department of Grand Junction has determined that the landscaping does not meet the approved landscaping plan for the above referenced project. Therefore, a sign off on the release of the D.I.A. will not occur until such time that the landscaping at the Village Fair Subdivision on the corner of 12th Street and Patterson Avenue has been improved.

The last contact name Staff was given was Char, from Real Estate Services, phone number 245-5101. After relaying this information on the phone to her about two weeks ago, she has not contacted me.

January 10, 2001

Real Estate Services
Attn: Char
1315 N. 7th Street
Grand Junction, CO 81501

Re: Village Fair Subdivision, File # 89-79

Dear Char,

In July of 1999, you contacted our office concerning the release of the Development Improvements Agreement from 1981 for the above referenced project. As I initiated the release document, it came to the attention of the Community Development Department that the installed landscape does not meet the approved landscape plan provided in the file. I contacted you at that time and provided you with my findings. No return call was ever received.

This letter is just to put you on notice that until the City has certified that the landscaping meets the approved plan, the Community Development Department will not complete a release of the D.I.A. No enforcement action will be taken at this time.

Please call me if you have any questions at 256-4038.

Sincerely,

Patricia Parish
Associate Planner

CC: Kathy Portner, Acting Community Development Director
Pat Cecil, Development Services Supervisor
Stephanie Nye, City Clerk

-Village Fair Sub. #37-82

1906636 06/11/99 1207PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00

RELEASE OF POWER OF ATTORNEY

BOOK 2597 PAGE 916

The City of Grand Junction releases and terminates the Power of Attorney recorded in Book 1325, Page 872-874 and Book 1377, Page 486-487 at the Mesa County Clerk and Recorder. The improvements as required by the Power of Attorney have been completed.

Dated this 9 day of November, 1994.

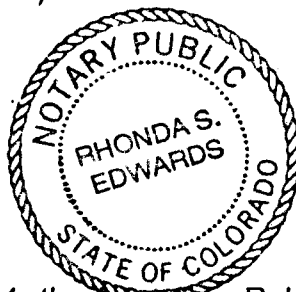
CITY ENGINEER

DIRECTOR OF COMMUNITY DEVELOPMENT

Jerry D. Newton

Jerry Tom

STATE OF COLORADO)
) ss.
COUNTY OF MESA)



On the 9th day of November, 1994, the foregoing Release of Power of Attorney was acknowledged before me by:

Rhonda S. Edwards

My notarial commission expires: 9-20-97
Witness my hand and official seal.

#37-82

Village Fair Sub.

1294532 08156 AM 81377 P0486
JAN 15 1982 E. SAUYER, CLERK REC MESA CITY, CO

POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situate in the County of Mesa, State of Colorado, and described as:

See Exhibit "A" attached hereto

for valuable consideration do nominate and appoint the City Clerk of the City of Grand Junction, Colorado, as my/our attorney-in-fact to execute a local improvement district petition to provide for the assessment against the above property of the cost of curb, gutter, sidewalk and improvement of and paving of:

That portion of Patterson Road adjoining the above-described property,

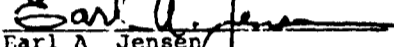
abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without counterpetition by me/us. It is understood by me/us that there will be no participation by the City in any costs of the required improvements.

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Dated this 25th day of January, 1982.

THE VILLAGE FAIR, a Limited Partnership

By: JENSEN DEVELOPMENTS, a Limited Partnership

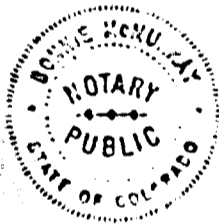
By: 
Earl A. Jensen
General Partner of
Jensen Developments

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

On the 25th day of January, 1982, the foregoing Power of Attorney was acknowledged before me by Earl A. Jensen, General Partner of Jensen Developments, a limited partnership, which partnership is the General Partner of The Village Fair, a limited partnership.

My notarial commission expires: November 19, 1983

Witness my hand and official seal.




Notary Public

Co. Box 46
Grand Junction, CO 81502
Notary Address

TWELFTH AND PATTERSON SHOPPING PARK

LEGAL DESCRIPTIONS

Parcel 1

Lots 1 - 12 of Golden Court Subdivision

Parcel 2

Beginning at a point which is the NE corner of Section 11, T1 S, R 1 W of the Ute Meridian, thence South 0°12'30" East 187.5 feet, thence North 89°50'30" West 210.1 feet, thence North 0°37'30" East 136.1 feet, thence North 89°48'30" East 206.3 feet more or less to the point of beginning;

EXCEPT a tract of land conveyed to the City of Grand Junction in instrument recorded July 25, 1974 in Book 1020 at page 790 described as follows: The East 35 feet of Beginning at the NE corner of Section 11, T 1 S, R 1 W of the U.M. thence South 00°12'30" East 187.5 feet, thence North 00°37'30" East 136.1 feet, thence North 89°48'30" East 206.3 feet, and

Beginning at a point which is 187.5 feet S of the NE corner Section 11, T 1 S, R 1 W of the U.M. thence West 210.1 feet, thence South 16 feet, thence East 210.1 feet thence North 16 feet to the point of beginning.

Parcel 3

Beginning 203.5 feet South of the NE corner of Section 11, T 1 S, R 1 W, U. M. thence West 200 feet, thence South 100 feet, thence East 200 feet thence North 100 feet to the point of beginning, except the East 35 feet for road right of way.

Parcel 4

Beginning 303.5 feet South of the NE corner of Section 11, T 1 S, R 1 W, Ute Meridian, thence West 200 feet, thence South 120 feet, thence East 200 feet thence North 120 feet to the point of beginning, except the East 35 feet for road right of way.

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JUL 30 1981

#37-82 BOOK 1325 PAGE 872

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 10:08 P.M. REC. A
RECEPTION NO. 1264366 REFORMER POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situate in the County of Mesa, State of Colorado, and describe as:
See Exhibit A attached hereto.

325 PAGE 871

for valuable consideration do nominate and appoint the City Clerk of the City of Grand Junction, Colorado, as my/our attorney in fact to execute a local improvement district petition to provide for the assessment against the above property of the cost of curb, gutter, sidewalk and improvement of and paving of:

That portion of Patterson Road adjoining the above described property,

abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without competition by me/us. It is understood by me/us that there will be no participation by the City in any costs of the required improvements.

This power shall be covenant running with the land and shall not expire at my/our death(s).

Dated this 23rd day of March, 1981.

JENSEN DEVELOPMENTS, a limited partnership doing business as The Village Fair.

By: Earl A. Jensen
Earl A. Jensen, General Partner

STATE OF COLORADO
COUNTY OF MESA

On the 23rd day of March, 1981, the foregoing Power of Attorney was acknowledged before my by: Earl A. Jensen, General Partner of Jensen Developments, a limited partnership doing business as The Village Fair.

My notarial commission expires: December 31, 1983
Witness my hand and official seal.



Janet Murray

EXHIBIT A

TWELFTH AND PATTERSON SHOPPING PARK

LEGAL DESCRIPTIONS

Parcel 1

Lots 1 - 12 of Golden Court Subdivision

Parcel 2

Beginning at a point which is the NE corner of Section 11, T1 S, R1 W of the Ute Meridian, thence South 0°12'30" East 187.5 feet, thence North 89°50'30" West 210.1 feet, thence North 0°37'30" East 186.1 feet, thence North 89°48'30" East 206.3 feet more or less to the point of beginning;

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Beginning at a point which is 187.5 feet S of the NE corner Section 11, T1 S, R1 W of the U.M. thence West 210.1 feet, thence South 16 feet, thence East 210.1 feet, thence North 16 feet to the point of beginning.

Parcel 3

Beginning 203.5 feet South of the NE corner of Section 11, T1 S, R1 W, U. M. thence West 200 feet, thence South 100 feet, thence East 200 feet, thence North 100 feet to the point of beginning, except the East 35 feet for road right of way.

Parcel 4

Beginning 303.5 feet South of the NE corner of Section 11, T1 S, R1 W, Ute Meridian, thence West 200 feet, thence South 120 feet, thence East 200 feet, thence North 120 feet to the point of beginning, except the East 35 feet for road right of way.

TWELFTH AND PATTERSON SHOPPING PARK

LEGAL DESCRIPTIONS (CONTINUED)

Parcel 5

Beginning at a point which is South 423.5 feet from the NE corner of Section 11, T 1 S, R 1 W of the Ute Meridian, thence South 55 feet, thence West 200 feet, thence North 55 feet, thence East 200 feet to the point of beginning.

Parcel 6

Beginning 303.5 feet South and 200 feet West of the NE corner of Section 11, T 1 S, R 1 W of the Ute Meridian, thence South 180 feet to the Grand Valley Canal, thence Northwesterly along said Canal 70 feet, thence North 147 feet, thence East 60 feet to beginning.

Subject to road right of way over the East 30 feet of Parcel No. 1 and easement for sewer line described as follows: Beginning 423.5 feet South and 185 feet West of the Northeast corner of Section 11, Township 1 South, Range 1 West of the Ute Meridian, thence West 15 feet, thence South 55 feet, thence East 35 feet, thence North 20 feet, thence West 20 feet, thence North 35 feet; and a 15 foot easement over and across the following property, the center line of which is described as follows: Beginning at a point 453 feet South and 200 feet West of the Northeast corner of Section 11, Township 1 South, Range 1 West of the Ute Meridian, thence North 64°55' West 66.25 feet, more or less to a point on the West line of the Jess W. Tramel Tract as described in Book 394 at page 472, Reception No. 399019 recorded June 8, 1942 County Clerk Records, Mesa County, Colorado. Said center point being 121.50 feet from the Northwest corner of said tract, together with the right of ingress and egress for the proper repair and maintenance for said sewer line, all located in the City of Grand Junction, Mesa County, Colorado.