

RECEIPT OF APPLICATION

DATE BROUGHT IN: 5-8-03

CHECK #: 11879 AMOUNT: \$1032.20

DATE TO BE CHECKED IN BY: 5-14-03

PROJECT/LOCATION: 2464 Hwy 6 +50

Items to be checked for on application form at time of submittal:

- Application type(s)
- Acreage
- Zoning
- Location
- Tax #(s)
- Project description
- Property owner w/ contact person, address & phone #
- Developer w/ contact person, address & phone #
- Representative w/ contact person, address & phone #
- Signatures of property owner(s) & person completing application

BH



DEVELOPMENT APPLICATION

Community Development Dept
250 North 5th Street
Grand Junction CO 81501
(970) 244-1430

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 hereby petition this:

Petition for (check all appropriate boxes):

- | | | |
|---|---|--|
| <input type="checkbox"/> Subdivision Plat/Plan - Simple | <input type="checkbox"/> Site Plan Review - Major | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change |
| <input checked="" type="checkbox"/> Subdivision Plat/Plan - Major Final | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use |
| <input type="checkbox"/> Planned Development - ODP | <input type="checkbox"/> Vacation, Right-of-Way | <input type="checkbox"/> Revocable Permit |
| <input type="checkbox"/> Planned Development - Preliminary | <input type="checkbox"/> Vacation, Easement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Planned Development - Final | <input type="checkbox"/> Extension of Time | |
| <input type="checkbox"/> Annexation/Zone of Annexation | <input type="checkbox"/> Rezone | <input type="checkbox"/> Growth Plan Amendment |

From: _____

From: _____

From: _____

To: _____

To: _____

To: _____

Site Location: **2464 Hwy 6 & 50**

Site Tax No.(s) **2945-091-21-001**

Site Acreage/Square footage: ~~17.14~~ **19.48** Acres

Zoning: **C-2**

Project Description: **Grand Mesa Center - Lot 1 Resubdivision.**

AIG Baker Grand Junction LLC

Thompson-Langford Corp.

Property Owner Name

Developer Name

Representative Name

1701 Lee Branch Lane

529 25 1/2 Road, B-210

Address

Address

Address

Birmingham, AL 35242-7265

Grand Junction, CO 81505

City/State/Zip

City/State/Zip

City/State/Zip

(205)969-1000

(970)243-6067

Business Phone No.

Business Phone No.

Business Phone No.

DAVID@abshop.com

jiangford@tlcwest.com

E-Mail

E-Mail

E-Mail

(205)969-1051

(970) 241-2845

Fax Number

Fax Number

Fax Number

David Bearden

Jim Langford

Contact Person

Contact Person

Contact Person

(205)969-1000

(970) 243-6067

Contact Phone No.

Contact Phone No.

Contact Phone No.

Note Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Legal Property Owner

Date

Signature of Person Completing the Form

Date

5/5/03

5/6/03

CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

COTTONWOOD MALL
CURT RAHM
2493 HWY 6 & 50
GRAND JUNCTION, CO 81505

JAMES P BILLINGS
BRENDA S BILLINGS
2583 1/2 HIGHWAY 6 AND 50
GRAND JUNCTION, CO 81505

QUIKRETE DENVER HOLDINGS INC
% POER & CO COE REAL
4 EXECUTIVE PARK EAST NE STE
10
ATLANTA, GA 30329-2245

BIG T PROPERTIES LLC
2456 INDUSTRIAL BLVD STE 200
GRAND JUNCTION, CO 81505-1314

LA ESPERANZA LIMITED
LIABILITY
PO BOX 4150
GRAND JUNCTION, CO 81502-4150

JAMES E KARP
BONNIE J KARP
101 CANARY CT
GRAND JUNCTION, CO 81503-1542

GARRETT L WALKER
879 24 RD
GRAND JUNCTION, CO 81505-9633

FEATHER-MEDSKER-SMITH LTD
7061 S UNIVERSITY BLVD STE 305
LITTLETON, CO 80122-1539

LEON MOORE
2488 W MESA CT
GRAND JUNCTION, CO 81505-1325

CITY OF GRAND JUNCTION
WENDY - COMM DEV
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

AIG BAKER, GRAND JUNCTION,
LLC
DAVID BEARDEN
1701 LEE BRANCH LANE
BIRMINGHAM, AL 35242

CURTIS E GRAY
575 25 RD
GRAND JUNCTION, CO 81505-1329

LOIS CAROLANN ROBISON
LYNN S ROBISON
2188 STANDING ROCK DR
GRAND JUNCTION, CO 81503-3501

SUMMERS FAMILY TRUST
711 FOUNTAINHEAD BLVD UNIT B
GRAND JUNCTION, CO 81505

REMA KAY DUNN
574 36 5/8 RD
PALISADE, CO 81526-9315

JAMES A SCHENDEL
DANNY S EDWARDS
2490 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505-1308

DALTON GARLITZ
PATSY GARLITZ
2496 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505-1308

YVIK VENTURE LLC
PO BOX 55293
GRAND JUNCTION, CO 81505-5015

SCHAACK FAMILY TRUST
C/O KATHERINE VAGGAL
6025 W WARREN PL
LAKEWOOD, CO 80227-2567

TROLLY PARK HOA
MARTY SECREST
552 25 ROAD #A
GRAND JUNCTION, CO 81505

THOMPSON-LANGFORD, CORP
LANETTE
529 25 1/2 ROAD b210
GRAND JUNCTION, CO 81505

CHIEF INDUSTRIES INC
2475 HIGHWAY 6 AND 50
GRAND JUNCTION, CO 81505-1107

BEN D HILL
FAITH M HILL
1204 N 7TH ST
GRAND JUNCTION, CO 81501-3074

LA ESPERANZA LIMITED
LIABILITY
PO BOX 4209
GRAND JUNCTION, CO 81502-4209

YOUR SCREEN PRINTING & SIGN
CO
2478 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505-1308

SJS PROPERTY LLC
% R LEE ELSBERG
1150 E 58TH AVE
DENVER, CO 80216-1314

J D & W REALTY LLC
2482 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505-1308

M F M INVESTMENTS INC
2493 INDUSTRIAL BLVD
GRAND JUNCTION, CO 81505-1307

BANK OF GRAND JUNCTION
2415 F RD
GRAND JUNCTION, CO 81505-1209

CAROLE A SCOTT
CARL D SCOTT
2492 W MESA CT
GRAND JUNCTION, CO 81505-1325

GEORGE D BURTARD
PATRICIA J
571 25 RD
GRAND JUNCTION, CO 81505-1303

MARTIN MESA PROPERTIES LLP
PO BOX 1967
GRAND JUNCTION, CO 81502-1967

KONA RESTAURANT GROUP INC
3355 RANCH ROAD 620 S
AUSTIN, TX 78738-6812

GAMBLE ENTERPRISES INC
PO BOX 2906
GRAND JUNCTION, CO 81502-2906

TERRA FIRMA PROPERTIES LLC
3682 RIDGE DR
GRAND JUNCTION, CO 81506-8497

MYRL RUMSEY
GEORGIA RUMSEY-TRUST
1935 BROADWAY
GRAND JUNCTION, CO 81503-9510

ZUNI INVESTMENTS LLC
1380 ZUNI ST
DENVER, CO 80204-2364

ARROWEST BUSINESS PROPERTIES
L
3131 E ALAMEDA AVE UNIT 405
DENVER, CO 80209-3401

ARLO G COX
2308 U RD
CEDAREDDGE, CO 81413-9443

WCRG LLC
1304 OURAY AVE
GRAND JUNCTION, CO 81501-4458

KENWOOD GROVE PROPERTIES
LLC
ATTN: KEN GROGAN
77 E MISSOURI AVE UNIT 77
PHOENIX, AZ 85012-1387

DONNA S PEDERSEN
CHERYL ANN PEDERSEN-
1280 12 1/2 RD
LOMA, CO 81524-9620

DAVID EVARTS
VICKI EVARTS - 1997
42706 20TH ST W
LANCASTER, CA 93534-6277

UTE WATER CONSERVANCY
DISTRICT
PO BOX 460
GRAND JUNCTION, CO 81502

MARK A MUNOZ
CYNTHIA L MUNOZ
564 25 RD
GRAND JUNCTION, CO 81505-1304

REX RADIO & TELEVISION INC
2875 NEEDMORE RD
DAYTON, OH 45414-4301

MICHAEL E GUNTER
TERRI S GUNTER
2335 S FALCON POINT CT
GRAND JUNCTION, CO 81503-1481

AIG BAKER GRAND JUNCTION LLC
1701 LEE BRANCH LN
BIRMINGHAM, AL 35242-7265

NEW FREEDOM INVESTMENTS LLC
STEVEN R LEE
737 HORIZON DR
GRAND JUNCTION, CO 81506-8745

DALE BRANDON
SHERRY BRANDON
833 26 RD
GRAND JUNCTION, CO 81506-8609

WELLS DEVELOPMENT COMPANY
LLC
2156 BUFFALO DR
GRAND JUNCTION, CO 81503-2512

GRAND VALLEY NATIONAL BANK
935 N 7TH ST
GRAND JUNCTION, CO 81501-3101

HOWARD JENSEN
AVANELL JENSEN
288 CEDAR ST
GRAND JUNCTION, CO 81503-2012

General Meeting/Pre-Application Conference Checklist

Date 12/03/02

Applicant Jim Langford for AIG Baker Phone 243-6067 Tax Parcel # 2945-091-
Location 2464 Hwy 6/50 Proposal Revise Preliminary Plan - Subdivide pad site from parent parcel.
Meeting Attendees None

While all factors in a development proposal require careful thought, preparation and design, the following circled items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process. General meetings and pre-application conference notes/standards are valid for only six months following the meeting/conference date shown above. Incomplete submittals will not be accepted. Submittals with insufficient information identified during the review process, which have not been addressed by the applicant will not be scheduled for a public hearing. Failure to meet any deadlines for the review process may result in the project not being scheduled for hearing or being pulled from the agenda. Any changes to the approved plan will require re-review and approval prior to those changes being accepted.

ZONING & LAND USE

- a. Zoning:
- b. Future Land Use Designation:
- c. Growth Plan, Corridor & Area Plans Applicability:

OFF-SITE IMPACTS

- a. access/right-of-way required
- b. traffic impact
- c. street improvements
- d. drainage/stormwater management
- e. availability of utilities

SITE DEVELOPMENT

- a. bulk requirements
- b. traffic circulation
- c. parking (off-street: handicap, bicycle, lighting)
- d. landscaping (street frontages, parking areas)
- e. screening & buffering
- f. lighting & noise
- g. signage

MISCELLANEOUS

- a. revocable permit
- b. State Highway Access Permit
- c. floodplain, wetlands, geologic hazard, soils
- d. proximity to airport (clear or critical zone)

OTHER

- a. related files FP-2001-087
- b. neighborhood meeting

FEES

- a. application fee: \$140 + \$15/ac.
Due at submittal. Checks payable to City of GJ
- b. Transportation Capacity Payment (TCP):
- c. Drainage fee:
- d. Parks Impact Fee:
- e. Open Space Fee or Dedication:
- f. School Impact Fee:
- g. Recording Fee: based on documents to be recorded.
- h. Plant Investment Fee (PIF) (Sewer Impact):

PROCESSING REQUIREMENTS

- a. Documents - ZDC, SSID, TEDS, SWMM
- b. Submittal Requirements/Review Process
- c. Annexation (Persigo Agreement)

PLANNER'S NOTES

C-2
→ Proposal: Revise Preliminary Plan Subdivide pad site from the parent parcel.
→ Cross access easements shall be required.
→ An updated list of adjacent property owners will be required - see front of checklist for appropriate fee.
→ Check with the Fire Dept (241-1414) to see if they will require a completed Fire Flow Form.

City of Grand Junction
Fire Department
New Development Fire Flow

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.¹ Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the Fire Department.²

SECTION A

Date: _____
Project Name: Lot 1B, Grand Mesa Center
Project street address: 2464 Highway 6E50
Assessor's Tax Parcel Number: 2945-091-21-001
Property Owner name: ALG Grand Junction, LLC
City's project file #: (pending)
Name of Water Purveyor: Ute Water District

1. If the project includes one or more one or two-family dwelling(s):
a. The maximum fire area¹ for each one or two family dwelling will be n/a square feet.
b. All dwelling units will , will not include an approved automatic sprinkler system.
Comments: n/a

2. If the project includes a building other than one and two-family dwelling(s):
a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: Maximum 6927 SF / sprinkled / Type V-B Construction
b. List each building that will be provided with an approved fire sprinkler system:
1 single building which will be sprinkled

3. List the minimum fire flow required for this project (based on Appendix B and C): _____
Comments: 1500 gpm (Sprinkled)

Note: Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m at 20 p.s.i. must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Note for the Applicant/Project engineer: Refer to Appendix B and C, IFC 2000, to determine the minimum fire flow required for this project, based on the Water Purveyor's information (i.e., location, looping and size of water lines; water pressure at the site, etc.) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

[End of Section A. Section B continues on the reverse side of this page]

¹ Fire area is defined on page 357 of the IFC.

Track one - [Enter Fire Flow Test Results]

File Edit View Insert Format Records Tools Window Help



Calc



Look Up: 0206

Graph

Calculate

Refresh



Pressure Hydrant: 1834

Entered By: GC

Testing Info

By: GC
 Date: 10/11/2001
 Time: 3:30 PM

Pressure PSI

Static: 89
 Residual: 70

NFPA
 AA

Comments: grand mesa center north side of 6&50 between 24 and 25 rd

Total GPM: 1,026 Predicted Flow @ 20 2,058 Gals Used: 3,078

Flow Hydrant	Pilot	Flow Device	Duration	Comment	GPM
▶ 1835	37	A	3	grand mesa center	1026
*					0

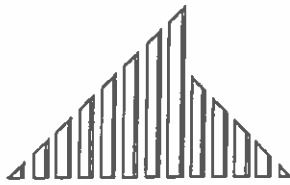
Record: 14 of 19

Form View

Start Track one - [Enter Fir...

NUM

4:09 PM



**ABSTRACT & TITLE CO.
OF MESA COUNTY, INC.**

Issuing Agent For:
TRANSNATION
TITLE INSURANCE COMPANY

1114 N. 1st., Suite 201, Grand Junction, CO 81501, • (970) 242-8234 • FAX: (970) 241-4925

	AMOUNT	PREMIUM
Rubenstein Real Estate Co., LC	OWNER \$24,900,000.00	\$ 15,912.00*
John Rubenstein	MORTGAGE \$	\$
4350 Shawnee Mission Pkwy #159	COST OF TAX CERTIFICATE	\$ 12.00
Shawnee Mission, KS 66205	FORM 100.31	\$ 2,000.00
	FORM 116.1	\$ 250.00
	Comprehensive-153	\$ 2,000.00
	FORM 103.7	\$ 250.00
	*Reissue Rate	\$

Your Reference **AIG/Grand Mesa**

CC's To: (4) Rubenstein RE - John Rubenstein
(1) Escrow

No. 00909866 C 3

Tax Schedule No. 2945-091-21-001

Property Address 2464 Highway 6 and 50, Grand Junction, CO 81505

— COMMITMENT TO INSURE —

Transnation Title Insurance Company, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the conditions and stipulations shown on the reverse side.

Customer Contact: Karen-Title/Sherry-Escrow
Phone: (970) 242-8234

By Karen A. Grew-Ellison
AUTHORIZED SIGNATURE

The effective date of this commitment is April 9, 2003 at 7:00 A.M.
At which time fee title was vested in:

AIG Baker Grand Junction L.L.C., a Delaware Limited Liability Company

SCHEDULE A

1. Policies to be issued:
(A) Owners':

Grand Mesa Center LLC, a Missouri Limited Liability Company

- (B) Mortgagee's:

SCHEDULE A — Continued

2. **Covering the Land in the State of Colorado, County of Mesa**
Described as:

Lot 1 of
GRAND MESA CENTER

SCHEDULE A — Continued
REQUIREMENTS

3. The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of clerk and recorder of the county in which said property is located.
- A. Release of Notice of Intent to File Lien,
evidenced by statement of : Brinkley Electric, Inc.
in the amount of : \$no amount given
recorded : March 29, 2002 in Book 3048 at Page 850, Reception No. 2048018.
- B. Release of Notice of Intent to File Lien,
evidenced by statement of : Lucht's Concrete Pumping, Inc.
in the amount of : \$no amount given
recorded : February 6, 2003 in Book 3268 at Page 161, Reception No. 2102271.
- C. Release of Notice Extending Time to File Lien Statement,
evidenced by statement of : Consolidated Electrical Distributors, Inc.
in the amount of : \$no amount given
recorded : March 10, 2003 in Book 3296 at Page 377
Amended and Supplemental Notice recorded March 11, 2003 in Book 3297 at Page 686.
- D. Articles of Organization stamped "FILED" by the Secretary of State for Grand Mesa Center LLC, a Missouri Limited Liability Company.
- E. Statement of Authority for Grand Mesa Center LLC, a Missouri Limited Liability Company, evidencing the existence of the entity and authority to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity, and containing the other information required by CRS 38-30-172, evidencing the existence of said entity prior to its acquisition of title to the land herein.
- F. Deed from : AIG Baker Grand Junction L.L.C., a Delaware Limited Liability Company
to : Grand Mesa Center LLC, a Missouri Limited Liability Company
- G. Purchaser should clear with the holder of any existing encumbrance for terms regarding assumption or acceleration in the event of sale.

NOTE: Statement of Authority for AIG Baker Grand Junction recorded July 12, 2002 in Book 2886 at Page 432 discloses: Alex D. Baker and W. Ernest Moss as being authorized to execute instruments.

SCHEDULE B — Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded November 7, 1890 in Book 11 at Page 64.
8. Except, one-half of the oil, gas and other minerals, together with the right to explore and mine same as reserved by C. H. Gavin, also known as Charles H. Gavin in Deed to Bert R. Buchanan and Shelba Buchanan recorded September 15, 1950 in Book 532 at Page 494, and any assignment thereof, or interest therein.
9. Excepting and reserving and undivided 1/2 of the oil, gas and other minerals and there is reserved the right to explore and mine the same, as reserved to Howard M. Shults in Deed recorded May 20, 1953 in Book 583 at Page 505, and any and all assignments thereof or interests therein.
10. Rights of surface entry and any other incidental rights used, claimed or asserted under any mineral reservation, lease or conveyance affecting the land herein.
11. Covenants, conditions and restrictions and easements (deleting any restriction indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in Declaration recorded August 14, 2001 in Book 2904 at Page 554, and First Amendment recorded July 30, 2002 in Book 3121 at Page 826.
12. Development Improvements Agreement, including the terms and conditions thereof, recorded August 14, 2001 in Book 2904 at Page 575.
13. Planning Commission Final Decision, including the terms, conditions, stipulations and obligations thereof, recorded August 14, 2001 in Book 2904 at Page 590, and re-recorded August 31, 2001 in Book 2914 at Page 852, as set forth on the sheet attached hereto.
14. Right of way, whether in fee or easement only, for Drainage and Stormwater Detention Easement as granted to Martin Mesa Properties LLP by instrument recorded August 14, 2001 in Book 2904 at Page 574, as set forth on the sheet attached hereto, and as shown on the recorded Plat of said Subdivision.
15. Lease, and the terms and conditions thereof, between AIG Baker Grand Junction L. L. C., Lessor and Bed, Bath & Beyond, Inc. Lessee, as shown by Memorandum of Lease recorded July 12, 2001 in Book 2886 at Page 444.

SCHEDULE B — Section 2 Continued

16. Subordination, Non-Disturbing and Attornment Agreement, including the terms, conditions, stipulations and obligations thereof, recorded August 27, 2001 in Book 2911 at Page 299, as set forth on the sheet attached hereto.
17. Deed of Trust from : AIG Baker Grand Junction L.L.C., a Delaware Limited Liability Company
to the Public Trustee of the County of Mesa
for the use of : Firststar Bank, N.A.
to secure : \$19,060,000.00
dated : July 28, 2001
recorded : August 31, 2001 in Book 2914 at Page 874.
Assignment of Leases and Rents recorded August 31, 2001 in Book 2914 at Page 894.
18. Financing Statement from AIG Baker Grand Junction, LLC, debtors to Firststar Bank, N.A., secured party recorded August 31, 2001 in Book 2914 at Page 900, giving notice of a security interest pursuant to the Uniform Commercial Code.
19. Short Form Lease between AIG Baker Grand Junction, L. L. C. Lessor and Old Navy Inc., Lessee, including the terms, conditions, stipulations and obligations thereof, recorded September 24, 2001 in Book 2926 at Page 801.
20. Non-Disturbance and Attornment Agreement, including the terms, conditions, stipulations and obligations thereof, recorded October 9, 2001 in Book 2936 at Page 808.
21. Lease, and the terms and conditions thereof, between AIG Baker Grand Junction, L. L. C, Lessor and Michaels Stores, Inc. Lessee, as shown by Memorandum of Shopping Center Lease recorded November 13, 2001 in Book 2957 at Page 371.
22. Subordination, Non-Disturbance and Attornment Agreement, including the terms, conditions, stipulations and obligations thereof, recorded May 3, 2002 in Book 3072 at Page 8.
23. Lease, and the terms and conditions thereof, between AIG Baker Grand Junction, L. L. C, Lessor and Ross Stores, Inc. Lessee, as shown by Memorandum of Lease recorded January 14, 2002 in Book 3001 at Page 806.
24. Lease, and the terms and conditions thereof, between AIG Baker Grand Junction, L. L. C, Lessor and Borders, Inc., Lessee, as shown by Memorandum of Lease recorded September 16, 2002 in Book 3155 at Page 526.
25. Subordination, Non-Disturbance and Attornment Agreement, including the terms, conditions, stipulations and obligations thereof, recorded September 16, 2002 in Book 3155 at Page 514.
26. Reservations as contained in Special Warranty Deed recorded February 15, 2002 in Book 3023 at Page 734 and re-recorded in Book 3035 at Page 705.
27. All easements as defined in the Statement of Dedication in the Plat of Grand Mesa Center.
28. Easements as shown on the recorded Plat of said Subdivision.

NOTE: EXCEPTION N/A WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

NOTE: Form 100.31 will be attached to said Owners Policy insuring Items 7, 8, 9 and 10 of Schedule B of said Commitment.

SCHEDULE B — Section 2 Continued

Form 153 Comprehensive, and Form 116.1 will be issued upon receipt of an approved ALTA Survey and a signed Final Affidavit and Agreement Form.

TYPE LEGAL DESCRIPTION(S) BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE
SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

Lot 1 of GRAND MESA CENTER.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GRAND MECA CENTER, LLC
THE REALTY
MICHAEL STAENBERG
7127 INNERbelt BUS CTR D
#200
ST LOUIS, MO 63114

2. Article Number 7000-1670-0010-0684-7056
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
Jim Owens Addressee
- B. Received by (Printed Name) *Jim Owens* C. Date of Delivery
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

J. Thompson Langford
Jim Langford
529 25th St # B210
Grand Junction, CO
81505

2. Article Number 7000-1670-0010-0684-7049
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
J. Thompson Addressee
- B. Received by (Printed Name) C. Date of Delivery *10-1-03*
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 05/06/2003

Certificate No: 18799

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co : INDIVIDUAL REQUEST	Order #:
Seller :	Buyer :
Lender :	Ordered: THOMAS-LANGFORD
Tax Year : 2002	User ID:
Schedule #: 2945-091-21-001	

Description:
LOT 1 GRAND MESA CENTER SEC 9 1S 1W - 19.48AC

Base Tax Amounts Paid:	
02 REAL	\$ 30,223.46

Amounts Due as of Certificate Date

Current Taxes	Base	Penalty
02 REAL	\$ 30,223.46	
Total Due	\$ 30,223.46	

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

-- Continued --



2945-091-21-001

Tax Charges Distribution for Taxing Year `02:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2550	204.11			
DRAINAGE GJ	2.5390	2032.27			
MESA COUNTY	21.8090	17456.36			
GRAND JCT	8.0000	6403.36			
SCH DST 51	34.3100	27462.41			
LIBRARY	3.0000	2401.26			
UTE WATER	2.0000	1600.84			
SCH D51BOND	3.9370	3151.25			
GJ TMLR*	-0.3310	-264.94			
			Totals ----->	75.5190	60446.92

MONIKA TODD
Mesa County Treasurer

By: 



CERTIFIED DATE

May 6, 2003



THOMPSON - LANGFORD CORPORATION
ENGINEERS AND LAND SURVEYORS

tlc@tlcwest.com
 Facsimile (970) 241-2845
 Telephone: (970) 243-6067
 529 25 1/2 Rd, Grand Junction, CO 81505

TRANSMITTAL

RECEIVED

To: Lisa Cox
From: Lanette Garnett
Date: 09/12/03
Re: Grand Mesa Center Lot 1 Resubdivision

SEP 12 2003
 COMMUNITY DEVELOPMENT
 DEPT.

We are sending you: Attached Under separate cover _____

Via: USPS FedEx Delivery _____

Originals Prints Copies _____

<u>Copies</u>	<u>Item</u>	<u>Description and Remarks</u>
1	Title Commitment for Grand Mesa Center	

COMMENTS:

These are transmitted as checked below:

- For Approval For your Use As Requested
 For Review and Comment

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US IMMEDIATELY

General Project Report
Major Subdivision: Final

Resubdivision of
Lot 1, Grand Mesa Center into
Lots 1A and 1B

May 08, 2003

Prepared for:

AIG Baker Grand Junction, L.L.C.
1701 Lee Branch Lane
Birmingham, AL 35242
Ph. (205) 969 1000
FAX (205) 969 1017

Prepared by:

THOMPSON-LANGFORD CORPORATION
529 25 1/2 RD., SUITE B-210
Grand Junction, CO 81505
PH. 243-6067

Job. No. 0458-012

Resubdivision of, Lot 1, Grand Mesa Center into Lots 1A and 1B

Major Subdivision: Final

A. Project Description:

AIG Baker Grand Junction, L.L.C., plans to further subdivide Lot 1 in the Grand Mesa Center splitting off the pad site adjacent to the Frontage Road; the existing shopping center to be on Lot 1A and the new lot to be called Lot 1B. Directly across the Frontage Road from this new site you will find the Carl's Jr., and the restaurant complex currently under construction by Sid Squirrel.

1. Location: The proposed project is located adjacent to 24 $\frac{1}{4}$ Road north of Highway 6 & 50 (I-70B) in the Grand Mesa Center. In more legal terms, the site is located in the NE $\frac{1}{4}$ of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian.
2. Acreage: = 0.50 Ac.
3. Proposed Use: The applicant is proposing the creation of a new lot for some as yet undetermined tenant. The use will be compatible with the center and consistent with the Center zoning.
4. Parking: No modification of the existing parking is proposed at this time. All of what is now Lot 1, which includes the pad site, has 1024 parking spaces. Using the maximum building area that could be used on the pad site (6927 SF), the City required parking for the same area is only 900 spaces. With this project, we are submitting a copy of the cross parking agreement, therefore there should be no parking issues.

B. Public Benefit:

Interest for this site seems to be more in fee than lease, therefore it is felt that setting this site on it's own tract will hasten acquisition and build-out of the Lot 1 area. The public benefit in seeing this proposal approved would be the further utilization of existing public facilities such as roads, water and sewer systems.

C. Neighborhood Meeting: None was required.

D. Project Compliance, Compatibility, and Impact:

1. Adopted plans and/or policies: The proposed lot creation is appropriate for the current zoning and is compatible with the surrounding commercial uses.
2. Land use in the surrounding area: The prevailing land use in the area is retail/commercial. The lot faces the Frontage Road and will be surrounded on the remaining three sides by the parking area for the Grand Mesa Center. Directly across the Frontage Road you will find the Carl's Jr. and the restaurant complex currently under construction by Sid Squirrel.
3. Site access and traffic patterns: The entrance to the site will be from the parking area associated with the Grand Mesa Center. There will be no direct access from the Frontage Road. A cross access and parking agreement for Lots 1A and 1B is attached. Access to the Grand Mesa Center in general is via 24 ¼ Road as it intersects Highway 6 & 50 or I-70B.
4. Availability of utilities: All utilities for the new lot were constructed with the original construction of the Center. A copy of the cross utility agreement is attached.
 - a) Water: Both a 6-inch fire line and a 2-inch potable water line exist across Lot 1 to the site.
 - b) Sewer: An 8-inch City sewer line exists within right of way of the Frontage Road and a 6-inch stub has been extended to the site.

c) Power: Public Service Company planned to service this site from their facilities within the multipurpose easement along the Frontage Road.

d) Gas: Same as above.

e) Telephone: Qwest planned to service this site from their facilities within the multipurpose easement along the Frontage Road.

f) Drainage: This site was fully developed with curb, gutter, sidewalks and paving as part of Lot 1. No modifications to the original construction are proposed at this time.

5. Special or unusual demands on utilities: A tenant has not been identified for this site. This will need to be addressed by the new tenant at the time of his site plan application.

6. Effects on public facilities: With the development of the Grand Mesa Center, all public utility providers indicated that they had capacity to service this project.

7. Site Soils and geology: The Soil Conservation Service soil survey for the Grand Junction Area, identifies the dominant underlying soil type to be from the Billing Silty Clay soil group. The site was fully developed with the rest of the Center.

8. Impact of project on site geology and geological hazards: The site is not impacted by any geological hazards nor located in any identified floodplain.

9. Hours of operation: Unknown at this time. This will have to be addressed by the new tenant at the time of his site plan application.

10. Signage plans: No additional signage is being proposed at this time.

E. Development Schedule and Phasing:

No new construction is planned at this time.

APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable

Date: 5/12/03

Project Name: _____ (if applicable)

Project Location: 2464 Hwy 6750 (address or cross-streets)

Check-In Staff Community Development: PC initials of check-in
Development Engineer: _____ staff members

APPLICATION TYPE(S): PFP
(e.g. Site Plan Review)

FEE PAID: Application: 740 BALANCE DUE:
Acreage: _____ Yes amount \$ _____
Public Works: 300 No

COMPLETENESS REVIEW:
Originals of all forms received w/signatures? Yes No, list missing items below
• _____
• _____
• _____

Missing drawings, reports, other materials: No Yes, list missing items below
Note: use SSID checklist
• _____
• _____
• _____

Incomplete drawings, reports, other materials? No Yes, list missing items below
Note: Attach SSID checklist(s) w/incomplete information identified
• _____
• _____
• _____

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- _____
- _____
- _____

Other: Please list below

PROJECT ASSIGNMENT AND PROCESSING

Project Manager: _____ *Lisa* _____

Special Processing Instructions:

Revised Preliminary Plan and

Planner's Name:

Lisa G.

SUBMITTAL CHECKLIST

Date: 12/13/02

MAJOR SUBDIVISION: FINAL

Expiration Date: 6 months from above date

Location: 2400 S. Hwy 6150 - Grand Mesa Ctr.

Project Name: Subd. pad site @ Grand Mesa Ctr.

ITEMS	DISTRIBUTION														Total required																							
	SSID Reference	City Community Development	City Development Engineer	City Utility Engineer	City Real Estate Manager	City Parks/Recreation	City Attorney	City Fire Dept. City Fire Dept.	City Police Department	City Transportation Engineer	City Downtown Dev. Authority	City Addressing	City Code Enforcement	City G.J. Planning Commission		County Planning	Building Department	Walker Field Airport	School District #51	Qwest	Excel	GVPR	Cable	Water District <u>WTC</u>	Sewer District	Drainage District <u>GJPO</u>	Irrigation District <u>GVC</u>	CDOT	RTPO	Corps of Engineers	Urban Trails	State Health Department	Colorado Geologic Survey	U.S. Postal Service	Other			
● Application Fee \$ <u>140 + \$5100</u>	VII-1	1																																				
● Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Submittal Checklist*	VII-4	1																																				
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Names & Addresses* Fee \$ <u>50</u>	VII-3	1																																				
● General Project Report	X-08	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Site Plan - <u>all existing site improvements</u>	IX-31	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Composite Plan	IX-08	1	2	1	1			1						1	1				1	1	1	1	1	1	1	1	1	1										
● 11" x 17" Reduction of Composite Plan	IX-08	1				1	1							1	1												1	1										
● Final Plat (X-18a)	IX-12	1	2	1	1	1	1	1	1			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● 11" x 17" Reduction of Final Plat	IX-12	1								1	1		1				1																					1
● Evidence of Title/Lease Agreement*	VII-2	1			1	1																																
● Legal Description	VII-3	1			1																																	
● Conveyances	VII-3	1	1	1	1	1	1										1	1	1	1																		
○ Avigation Easement	VII-1	1			1	1											1																					
○ ROW	VII-3	1	1	1	1	1	1										1	1	1	1																		
● Plat/Quarantee	VII-2	1	1	1			1																															
● County Treasurer's Tax Certificate	VII-2	1				1																																
○ Appraisal of Vacant Land	VII-1																																					
○ CDOT Access Permit	VII-4	1	1																									1										
○ 404 Permit/Delineate Wetlands	VII-4	1	1																																			
○ Floodplain Permit*/delineate floodplain/floodway	VII-4	1	1																																			
● Detail Sheet	IX-09	1	2																																			
● Inside Cover Sheet	IX-15	1	2																																			
○ Road Cross-sections	IX-28	1	2																																			
● Roadway Plan and Profile	IX-29	1	2																					1														
○ Water System Design Report	X-17	1	1	1																			1															
○ Sewer System Design Report	X-13	1	1	1																					1													
● Water & Sewer Plan and Profile	IX-35	1	2	1			1								1	1	1	1	1	1																		
○ Drainage & Irrigation Check Sheet*	XI-02	1																							1	1												
● Final Drainage Report	X-5,6	1	1																						1													
● Grading and Drainage Plan	IX-14	1	2														1						1					1										
○ Storm Drainage Plan-Drawing/Report	IX-32	1	2														1	1	1	1				1														
○ Stormwater Management Plan	X-14	1	1																					1				1					1					
○ Transaction Screen Process/Phase II Environmental	4-10,16	1	1																																			
○ Final Geotechnical Report	X-07	1	1										1	1																								
○ Landscape Plan	IX-19,25	2	1	1																																		
● Covenants, Conditions & Restrictions	VII-2	1	1			1																																
● Fire Flow Form*	XI-3	1	1				1																															
● Cross Access Easement		1	1			1																																

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

May 2002 * Not more than 30 days old.

SPIECKER, HANLON, GORMLEY & VOLKMANN, LLP
ATTORNEYS AT LAW

FRANK F. SPIECKER (RETIRED)
CLAY E. HANLON

JOHN P. GORMLEY
THOMAS C. VOLKMANN, P.C.

September 10, 2003

VIA HAND DELIVERY

Mr. Jim Langford
THOMPSON-LANGFORD CORP.
529 25-1/2 Road, B-210
Grand Junction, Colorado 81505

Re: *GRAND MESA CENTER – LOT 1 RESUBDIVISION*

Dear Jim:

Enclosed is the Development Application, executed at the bottom on behalf of Grand Mesa Shopping Center, Inc. by Michael H. Staenberg.

As we discussed, I would like to pick up a copy of the proposed plat for the subdivision so I know enough to be dangerous if anybody asks about it.

Please let me know if you need anything else from me.

Very truly yours,

SPIECKER, HANLON, GORMLEY &
VOLKMANN, LLP



THOMAS C. VOLKMANN

TCV:cez

Enclosure

cc: Mr. Michael Staenberg
Mr. John Rubenstein



THOMPSON - LANGFORD CORPORATION
ENGINEERS AND LAND SURVEYORS

tlc@tlewest.com
 Facsimile (970) 241-2845
 Telephone: (970) 243-6067
 529 25 1/2 Rd. Grand Junction, CO 81505

TRANSMITTAL

RECEIVED
 SEP 11 2003
 COMMUNITY DEVELOPMENT
 DEPT.

To: Lisa Cox
From: Lanette Garnett
Date: 09/11/03
Re: Grand Mesa Center – Lot 1 Resubdivision

We are sending you: Attached Under separate cover _____

Via: USPS FedEx Delivery _____

Originals Prints Copies _____

Copies	Item	Description and Remarks
1	Signed Development Application for the above referenced project	

COMMENTS: _____

These are transmitted as checked below:

- For Approval For your Use As Requested
 For Review and Comment

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US IMMEDIATELY



DEVELOPMENT APPLICATION

Community Development Dept
250 North 5th Street
Grand Junction CO 81501
(970) 244-1430

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 hereby petition this:

Petition for (check all appropriate boxes):

- | | | |
|---|---|--|
| <input type="checkbox"/> Subdivision Plat/Plan - Simple | <input type="checkbox"/> Site Plan Review - Major | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change |
| <input checked="" type="checkbox"/> Subdivision Plat/Plan - Major Final | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use |
| <input type="checkbox"/> Planned Development - ODP | <input type="checkbox"/> Vacation, Right-of-Way | <input type="checkbox"/> Revocable Permit |
| <input type="checkbox"/> Planned Development - Preliminary | <input type="checkbox"/> Vacation, Easement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Planned Development - Final | <input type="checkbox"/> Extension of Time | |
| <input type="checkbox"/> Annexation/Zone of Annexation | <input type="checkbox"/> Rezone | <input type="checkbox"/> Growth Plan Amendment |
- From: _____ From: _____ From: _____
To: _____ To: _____ To: _____

Site Location: **2464 Hwy 6 & 50**

Site Tax No.(s) **2945-091-21-001** Site Acreage/Square footage: **17.14 Acres** Zoning: **C-2**

Project Description: **Grand Mesa Center - Lot 1 Resubdivision.**

Grand Mesa Center, LLC c/o THF Realty Property Owner Name	Thompson-Langford Corp. Developer Name	Thompson-Langford Corp. Representative Name
2127 Innerbelt Business Center Dr., Suite 200 Address	529 25 1/2 Road, B-210 Address	529 25 1/2 Road, B-210 Address
St. Louis, MO 63114 City/State/Zip	Grand Junction, CO 81505 City/State/Zip	Grand Junction, CO 81505 City/State/Zip
(314) 429-0900 Business Phone No.	(970)243-6067 Business Phone No.	(970)243-6067 Business Phone No.
(314) 429-0999 Fax Number	(970) 241-2845 Fax Number	(970) 241-2845 Fax Number
Michael H. Staenberg Contact Person	Jim Langford Contact Person	Jim Langford Contact Person
(314) 429-0900 Contact Phone No.	(970) 243-6067 Contact Phone No.	(970) 243-6067 Contact Phone No.

Note Legal property owner is owner of record on date of submittal. We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Jim Langford
Signature of Person Completing Application
Date: **9/11/03**

Grand Mesa Center, LLC
a Missouri Limited Liability Company
By: *Michael H. Staenberg*
a Missouri Corporation; Manager
Date: **9/9/03**
Michael H. Staenberg, President



Review Agency Comment Sheet

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 5/9/03 To Review Agency: City Community Development
File No: PFP-2003-092 Staff Planner: Lisa Cox
(To be filled in by City Staff) *(To be filled in by City Staff)*
Project Name: Grand Mesa Center - Lot 1 Resubdivision
Location: 2464 Hwy 6 & 50
Development Review Meeting Date: 6/3/03
(To be filled in by City Staff)

COMMENTS

(For Review Agency Use)

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If this form is not returned, additional review information will not be provided.

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the
Community Development Department no later than

(To be filled in by City Staff)

6/2/03

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By _____

Date _____

Email Address _____

Telephone _____



CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5th Street • Grand Junction, CO 81501

May 14, 2003

ACCEPTANCE LETTER

A submittal for the Grand Mesa Center Revised Plan (PFP-2003-092) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Lisa Cox, the project planner, at 256-4039 or lisac@ci.grandjct.co.us.

Review comments for the project will be available on 6/10/03 after 4:00 P.M., approximately 5 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 refundable deposit required at the time the sign is picked up from Community Development.

cc: PFP-2003-092

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

Telephone: (970) 244-1430
Fax: (970) 256-4031
Email: CommDev@ci.grandjct.co.us



AP
5/21/03

Review Agency Comment Sheet

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 5/9/03 To Review Agency: Xcel

File No: PPF-2003-092 Staff Planner: Lisa Cox
(To be filled in by City Staff) *(To be filled in by City Staff)*

Project Name: Grand Mesa Center - Lot 1 Resubdivision

Location: 2464 Hwy 6 & 50

Development Review Meeting Date: 6/3/03
(To be filled in by City Staff)

RECEIVED

MAY 21 2003

COMMENTS

(For Review Agency Use)

No objections,

COMMUNITY DEVELOPMENT DEPT

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If this form is not returned, additional review information will not be provided.

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the
Community Development Department no later than

(To be filled in by City Staff) 6/2/03

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Harold Ball 5-21-03
Reviewed By Date

harold.ball@xcelenergy.com 970-244-2626
Email Address Telephone

Lisa

GRAND JUNCTION DRAINAGE DISTRICT

*AP
5/20/03*

P.O. BOX 969 GRAND JUNCTION, CO 81502
(970) 242-4343 FAX (970) 242-4348

Date: May 19, 2003
To: Grand Junction Community Development Department
Attention: Lisa Cox
From: John L. Ballagh, Manager
Subject: Grand Mesa Center -Lot 1 Resubdivision PFP 2003-092

The platted subdivision is within the District. The Drainage District does not have any facilities within the development. No GJDD easements will be disrupted by the proposed replat. The District is not requesting dedication of any easements nor is the District requesting any modification to the proposed plat.

Lisa

From: "jim daugherty" <jdaugherty@utewater.org>
To: "Comm Dev" <CommDev@ci.grandjct.co.us>
Date: Mon, May 19, 2003 4:54 PM
Subject: GRAND MESA CENTER

AP
5/20/03

Ute Water Conservancy District
Review Number
PFP-2003-092
Review Name
GRAND MESA CENTER

*** COMMENT**

* The water line stub that is currently at this site is connected to the existing water meter serving all of the main building. No Ute water main independent of this service line exist near the created lot.

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

If you have any questions concerning any of this, please feel free to contact Ute Water.

Edward Tolen P.E.
Project Engineer, Ute Water

Jim Daugherty
New Services Coordinator, Ute Water

DATE 5/19/03

PHONE OFFICE 242-7491
FAX 242-9189

EMAIL jdaugherty@utewater.org

CC: "thompson/langford" <tlc@tlcwest.com>



CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5th Street • Grand Junction, CO 81501

Date: June 9, 2003

Applicant: AIG Baker – David Bearden
Representative: Thompson-Langford – Jim Langford

The following item (**Grand Mesa Center Revised Plan– PFP-2003-092**) has been scheduled for Planning Commission on June 24, 2003.

A sign(s) advertising the Public Hearing will be required to be posted no later than this Friday, 6/13/03. The signs are available at the Community Development Department. A \$50.00 deposit is required for a Public Hearing sign. The deposit will be refunded, in full, if the sign(s) is/are returned within 5 working days after the final meeting. A sign is required to be placed facing each road(s) that abuts the project site.

The Staff Report for the project will be available for pick-up after 4 P.M. on Thursday, June 13, 2003.

Please contact the project planner, Lisa Cox, at (256-4039, lisac@ci.grandjct.co.us) if you have any questions relating to this notice.

cc: PFP-2003-092

7000 1670 0010 0684 6899

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Required)</i>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: <i>Thompson-Langford Jim Langford</i>	
Street, Apt. No. or PO Box No. <i>529 2512 Rd. # B210</i>	
City, State, ZIP+4 <i>Grand Junction, CO 81501</i>	
PS Form 3800, May 2000	
See Reverse for Instructions	

From: Lisa Cox
To: Langford, Jim
Date: 6/9/03 11:00AM
Subject: Re: FW: Grand Mesa Center Lot 1 replat

Jim,

Not a problem sending you staff comments electronically...Wendy does it all the time if she has an email address for someone. I'm copying her on this email so she can make a note of your address and then you can get staff comments electronically.

On the landscaping...The overall Grand Mesa Center site (as of December, 2002) had 17 missing trees, 75 dead plants and 533 missing shrubs. Hard to believe, isn't it? I spent two days out there taking a plant inventory. Some of the plant material was in a pretty compromised condition when I was out there, so its possible that there could have been even more dead plants.

AIG Baker and I have worked on the landscaping situation to try to get the entire site back into compliance. There are missing plants on the existing pad site (future Lot 1B), but they are covered by AIG Baker's DIA. I am expecting that their landscape contractor will be finished with his work (to replace plant materials where needed and to repair the irrigation system where needed) in about a week or two.

If you have any other questions about the landscaping, or anything else, just let me know.

Lisa Cox, AICP
Senior Planner
970.256.4039

>>> "Jim Langford" <jlangford@tlcwest.com> 06/09/03 08:09AM >>>

-----Original Message-----

From: Jim Langford [<mailto:jlangford@tlcwest.com>]
Sent: Friday, June 06, 2003 4:53 PM
To: lisag@ci.grandjct.co.us
Subject: Grand Mesa Center Lot 1 replat

Lisa,

Would you e-mail me the response to comments so that when I start my responses I don't have to retype them. Would be appreciated.j

Also, one of your comments was that there was landscaping needed. I know that the Center had to replace some stuff, but I wasn't aware that anything was missing on the pad site itself. What is it you have in mind.
Jim

CC: Spurr, Wendy

NOTICE OF DEVELOPMENT APPLICATION

An application for the development proposal described below, located near property you own, has been received by the Grand Junction Community Development Department. The Department encourages public review of proposed development prior to public hearings. The application, including plans, reports and supporting documentation, is available for review during normal business hours (7:30 A.M. - 5:30 P.M. Monday-Thursday and 7:30 A.M. - 5:00 P.M. on Friday) at City Hall, 250 North 5th Street. City Planning staff is also available to answer questions and explain the development review process.

**PFP-2003-092 – GRAND MESA CENTER REVISED
PLAN – 2464 Highway 6 & 50**
Request approval to subdivide Lot 1 of Grand Mesa Center
into two lots.
Planner Lisa Cox

Courtesy notification cards will be mailed to adjoining property owners prior to a public hearing on this item. However, we encourage you to also verify scheduling in one of the following ways:

- ◆ call the Community Development Department at (970) 244-1430
- ◆ look for a display ad in the Daily Sentinel one day prior to the public hearing (held on the second and sometimes the third Tuesday of each month)
- ◆ You may receive a FAX copy of the Planning Commission agendas by calling CITY DIAL at (970) 244-1500 ext. 211.
- ◆ Agendas for Planning Commission, City Council, and Board of Appeals items are available prior to the hearing at City Hall, 250 North 5th Street.

Please do not hesitate to contact the Community Development Department at (970) 244-1430 if you have any questions.



CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT DEPARTMENT
250 N 5TH STREET
GRAND JUNCTION, CO 81501

PRESCRIPTION STANDARDS



CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

NOTICE OF DEVELOPMENT APPLICATION

Tabled at June 24 R mtg.

Tabled indefinitely at
the 7-8-03 PC mtg.

243-1011
fax
Tom Volkmar

**PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

DATE: **JUN 24 2003**

TIME: 7:00 p.m.

PLACE: City Hall Auditorium, 250 North 5th Street

A petition for the following request has been received and tentatively scheduled for a public hearing on the date indicated above.

If you have any questions regarding this request or to confirm the hearing date, please contact the Grand Junction Community Development Department at (970) 244-1430 or stop in our office at 250 North 5th Street.

PFP-2003-092 - GRAND MESA CENTER REVISED

PLAN - 2464 Highway 6 & 50

Request approval to subdivide Lot 1 of Grand Mesa Center into two lots.

Planner Lisa Cox



CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT DEPARTMENT
250 NORTH 5TH STREET
GRAND JUNCTION CO 81501

POSTAGE



CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501



CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT DEPARTMENT
250 NORTH 5TH STREET
GRAND JUNCTION CO 81501

00268

DELIVERED AS ADDRESS UNABLE TO FORWARD

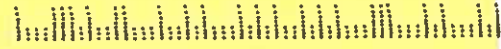
KONA RESTAURANT GROUP INC
3355 RANCH ROAD 620 S
AUSTIN, TX 78738-6812

KONA355 787382018 IN 12 06/21/03
RETURN TO SENDER

NO FORWARD ORDER ON FILE
UNABLE TO FORWARD
RETURN TO SENDER

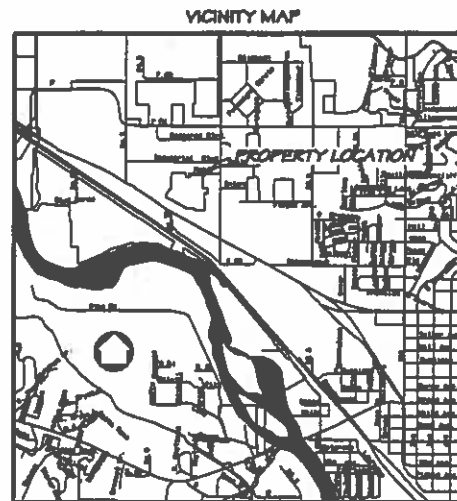
06

13087/8570



GMC REPLAT

A REPLAT OF LOT 1, GRAND MESA CENTER
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



NOT TO SCALE



GRAPHIC SCALE 1"=50'



● FOUND/SET #5 REBAR/ALUM CAP
- THOMPSON-LANGFORD CORP
PLS 18478

CURVE SYMBOLS/ABBREVIATIONS:

- A: ARC LENGTH
- R: RADIUS
- Δ: DELTA DEFLECTION INTERIOR ANGLE
- CHD: CHORD BEARING OF LONG CHORD
- LC: LENGTH OF LONG CHORD

LOT 1B LINE/CURVE TABLE

L/D/E	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
L1	188.88'		N89°59'15"E		
C1	9.90'	9.50'	99°44'02"	N60°00'14"E	9.46'
L2	7.57'		N30°08'13"E		
C2	67.79'	49.50'	78°27'49"	S09°09'42"E	62.61'
L3	146.57'		N99°51'47"N		
C3	30.22'	24.50'	70°40'11"	N68°22'32"E	28.34'
L4	16.19'		S33°02'27"N		
C4	17.08'	29.50'	33°10'12"	N16°27'21"E	16.64'
L5	107.94'		S00°07'45"E		
C5	6.28'	4.00'	90°00'00"	S45°07'45"E	5.66'

Readings based on the west line of Lot 1 Grand Mesa Center
042718 31140 monumented on survey of Grand Mesa Center
with 1/2" rebar and 2" aluminum cap PLS 18478.

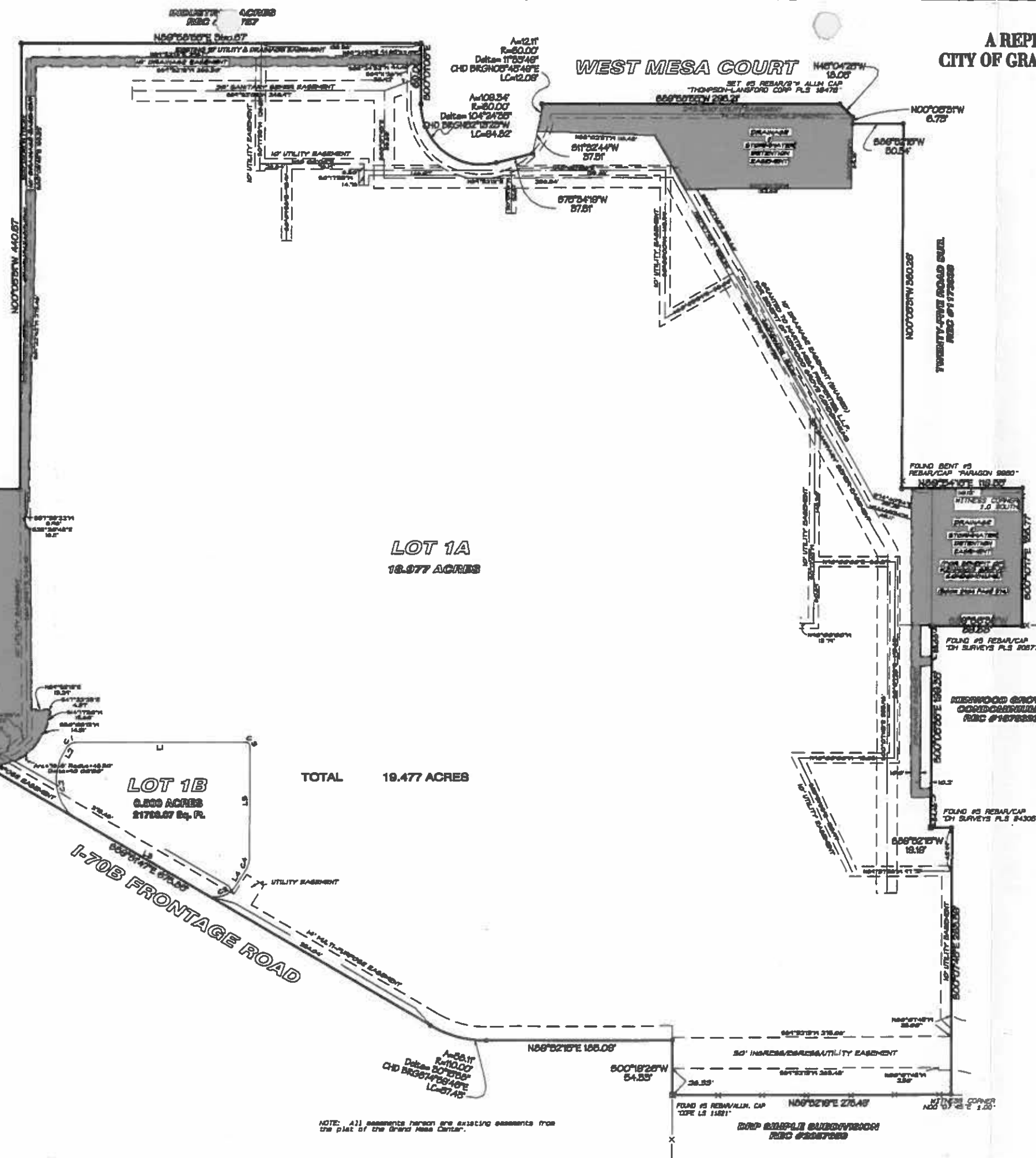
SURVEYOR'S STATEMENT:

I, Dennis R. Shelton, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of GMC REPLAT a subdivision of a part of the City of Grand Junction, Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development Code and the applicable laws of the State of Colorado to the best of my knowledge and belief.

Dennis R. Shelton,
Colorado PLS 18478

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

NOTE: All easements herein are existing easements from the plat of the Grand Mesa Center.



STATEMENT OF DEDICATION AND OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, AIG Baker Grand Junction, L.L.C., a Delaware limited liability company, is the owner of that real property in the County of Mesa, State of Colorado, described as Reception No. 2003M4 of the records of the Mesa County Clerk and Recorder, and as shown on the accompanying plat, and property being more particularly described as follows:

LOT 1 GRAND MESA CENTER AS RECORDED ON PLAT THEREOF RECEPTION #201084

That said owner has by these presents sold, parted and subdivided the above described real property as shown hereon, and designated the same as GMC REPLAT, a subdivision of the City of Grand Junction, Mesa County, Colorado.

Said owner further certifies that all tenancies are represented hereon.

IN WITNESS WHEREOF said owner has caused its name to be hereunto subscribed:

BY AIG Baker Grand Junction, L.L.C.,
a Delaware limited liability company
its sole member

By _____
Its _____

State of _____
County of _____

This Statement of Dedication and Ownership was acknowledged before me by _____ on behalf of AIG Baker Shopping Center Properties L.L.C., on this _____ day of _____, 2008 for the aforementioned purpose.

Notary Public: _____
My Commission expires: _____

DECLARATION OF COVENANTS
This property is subject to the terms of the covenants, conditions, and restrictions contained in an instrument recorded in Book 2904 of Page 884, and First Amendment recorded in Book 1121 of Page 885.

CITY APPROVAL
This plat of GMC REPLAT, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved this _____ day of _____, 2008.

City Manager: _____ Mayor

TITLE CERTIFICATION
State of Colorado
County of Mesa

We, Abstract & Title Company of Mesa County, Inc., a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined title to the herein described property, that we find the title to the property is vested in AIG Baker Grand Junction L.L.C. and that the covenants have been paid that all mortgages not satisfied or released or record not otherwise terminated by law are shown hereon and that there are no other encumbrances of record that of easements, reservations, and rights of way of record are shown hereon.

Date: _____ By: _____
Abstract & Title Company of Mesa County, Inc.

COUNTY CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, of _____ o'clock _____ M., this _____ day of _____, 2008, and is duly recorded in Plat Book No. _____

Page _____ as Reception No. _____ Drawer No. _____
Fee: _____

Clerk and Recorder of Mesa County

GMC REPLAT
AIG BAKER GRAND JUNCTION LLC

SECTION: 2614 NE1/4 SW 1/4 T48N R11W E1/4 S4E MERIDIAN 10N
THOMPSON-LANGFORD CORPORATION
629 25 1/2 ROAD - B-210 (970) 243-6087
Grand Junction CO 81505 tl@thomsonlangford.com

Date of Survey: Apr 18, 2008 Field Surveyor: D&F Revision Date: Jun 12, 2008
Drawer: 809 Checked: DRS Approved: DRS Job No: 0309-012
R1Survey10486@plainsurvey.com Sheet 1 of 1

**GRAND JUNCTION PLANNING COMMISSION
JULY 8, 2003 MINUTES
7:00 P.M. to 7:35 P.M.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 P.M. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul Dibble (Chairman), Roland Cole, John Evans, John Redifer, Richard Blosser, William Putnam and Bill Pitts.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Pat Cecil (Development Services Supervisor), Ronnie Edwards (Associate Planner), Scott Peterson (Associate Planner) and Lisa Cox (Senior Planner).

Also present was John Shaver (Assistant City Attorney).

Terri Troutner was present to record the minutes.

There were approximately 8 interested citizens present during the course of the hearing.

I. APPROVAL OF MINUTES

Available for consideration were the minutes from the June 10, 2003 public hearing.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move for approval of the minutes as presented."

Commissioner Evans seconded the motion. A vote was called and the motion passed by a vote of 6-0, with Commissioner Putnam abstaining.

II. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

III. CONSENT AGENDA

Pulled from the agenda were items ANX-2003-116 (Zone of Annexation--Carville Annexation) and PFP-2003-092 (Preliminary/Final Plan--Grand Mesa Center, Revised Plan).

Offered for placement on the Consent Agenda were items PLN-2003-129 (Grand Valley Circulation Plan--Reclassifying B 3/4 Road), CUP-2003-049 (Conditional Use Permit--Broken Spoke Co-Location), CUP-2003-046 (Conditional Use Permit--Verizon Co-Locate on Commercial Drive), VR-2003-098 (Vacation of Right-of-Way, Alley Vacation at 7th Street and Rood Avenue), and ANX-2003-114 (Zone of Annexation--Westgate Free Will Baptist Church). At citizen request, item ANX-2003-114 was pulled from Consent and placed on the Full Hearing Agenda.

MOTION: (Commissioner Blosser) "Mr. Chairman, I make the motion that we approve the Consent Agenda as modified."

Commissioner Pitts seconded the motion. A vote was called and the motion passed by a vote of 7-0.

**GRAND JUNCTION PLANNING COMMISSION
JUNE 24, 2003 MINUTES
7:00 P.M. to 10:05 P.M.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 P.M. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul Dibble (Chairman), Roland Cole, John Evans, John Redifer, Richard Blosser, William Putnam and Travis Cox. Bill Pitts was absent.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Pat Cecil (Development Services Supervisor) and Lisa Cox (Senior Planner).

Also present were John Shaver (Assistant City Attorney), and Rick Dorris and Eric Hahn (Development Engineers).

Terri Troutner was present to record the minutes.

There were approximately 33 interested citizens present during the course of the hearing.

I. APPROVAL OF MINUTES

No minutes were available for consideration.

II. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

III. CONSENT AGENDA

Offered for placement on the Consent Agenda were items PFP-2003-092 (Preliminary/Final Plan--Grand Mesa Center Revised Plan), ANX-2003-093 (Zone of Annexation--Marchun Annexation), and FPF-2003-076 (Preliminary/Final Plat--Rimrock Marketplace 3 Subdivision).

Rick Dorris asked that item PFP-2003-092 be pulled from Consent and placed on the next regularly scheduled public hearing agenda (July 8, 2003). No objections were received on the remaining two items.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move that the Consent Agenda be approved as presented with the exception of the Final Plan for the Grand Mesa Center, Revised Plan, and include that it be continued to the July 8 meeting."

Commissioner Evans seconded the motion. A vote was called and the motion passed unanimously by a vote of 6-0, with Commissioner Cox abstaining.

IV. FULL HEARING

RZ-2003-028 REZONE & PRELIMINARY PLAN--FUOCO ESTATES

A request for approval to rezone 13.57 acres from Residential Single-Family Rural (RSF-R) to Planned Development (PD); and to approve a Preliminary Plan for 58 patio home lots on 9.83 acres and the dedication of 3.74 acres to the City for a park.

Petitioner: Fuoco Grandchildren's Trust--Robert Fuoco

Location: East of Dewey Place

250 North 5th Street
Grand Junction, CO 81501
970/256-4039 Office
970/256-4031 Fax

**Community
Development
Department**

Fax

To: Tom Volkman

From: Lisa E. Cox, AICP

Fax: 970.243.1011

Pages: 1

Phone: 970.243.1003

Date: 9-16-2003

Re: Lot 1, Grand Mesa Center

CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Tom,

This telephone tag is exhausting...I'm resorting to old technology since I don't have your email address!

I now have both the new Development Application signed by Michael Staenberg, and updated title work for Grand Mesa Center, LLC. These were the only items I lacked in order to reschedule the Lot 1 re-subdivision in the Grand Mesa Center. Since the legal ad for the 9-23-03 meeting has already been placed, the soonest that this item can be placed on the Planning Commission's agenda is October 14, 2003. Is that acceptable?

Stop by the office whenever its convenient to get a copy of the plat. Any one of the Planning Technicians can make a copy for you.

Lisa

Layed 9-16-03

**AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Agreement") is made on this 16th day of May, 2003 (the "Effective Date"), by AIG BAKER GRAND JUNCTION, L.L.C., a Delaware limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of a tract or parcel of land located in Mesa County, Grand Junction, Colorado, on which Declarant has constructed a retail shopping center known as the "Grand Mesa Shopping Center," said parcel being referred to herein as the "Shopping Center", and being described on Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit C (as such site plan may be modified from time to time, the "Site Plan"); and

WHEREAS; Declarant is also the owner of a certain tract or parcel of land located adjacent to the Shopping Center, which Declarant intends to sell, said parcel being described on Exhibit B attached hereto and being shown as "Pad" on the Site Plan. Said property shall hereinafter be referred to as the "Pad"; and

WHEREAS, in order to facilitate the development of the Shopping Center and the Pad as an integrated commercial retail shopping center substantially as shown on the Site Plan, and to protect the retail character and intent of the development, Declarant hereby declares and imposes certain covenants, conditions and restrictions upon the Shopping Center and the Pad; and

WHEREAS, Declarant expressly intends that each covenant stated herein shall constitute a covenant running with the land, and shall inure to the equal benefit of the owner of the Shopping Center, and the owners of the Pad, and may inure to the benefit of any other entity which may acquire any interest, in whole or in part in the Shopping Center or the Pad, as the case may be.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Building.

"Building" shall mean any enclosed structure placed, constructed or located on the Property, which for the purpose of this Agreement, shall include any appurtenant canopies,

supports, loading docks, truck ramps and other outward extensions.

1.2 Building Areas.

“Building Areas” shall mean the limited areas of the Property within which Buildings are or may be constructed, placed or located.

1.3 Common Areas.

“Common Areas” shall mean all of the Shopping Center other than the Building Areas, as such areas may change from time to time. Those portions of the Building Areas on the Shopping Center which are not from time to time used or cannot be used for Buildings shall become part of the Common Areas for the uses permitted hereunder.

1.4 Declarant.

“Declarant” shall mean AIG Baker Grand Junction, L.L.C., and, after compliance with the notice requirements set forth in Section 7.1, its successors and assigns who become owners of all or any portion of the Shopping Center.

1.5 Floor Area.

“Floor Area” means the aggregate from time to time of the actual number of square feet of floor space in any Building designated or intended for use by an Owner or Occupant, whether or not actually occupied, measured from the exterior faces or the exterior lines of the exterior walls, store fronts, walls fronting on any enclosed malls or interior common area, corridors and service area (except party and interior common walls, as to which the center thereof instead of the exterior faces thereof shall be used). “Floor Area” shall include outdoor balconies, patios or other outdoor areas utilized for retail sales or food or beverage service (exclusive of any permitted drive through or walk-up, take-out food or beverage service).

1.6 Hazardous Materials.

“Hazardous Materials” shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

1.7 Improvements.

“Improvements” shall mean all Buildings and surrounding areas including without limitation all landscaping, entrances, exits, signs, driveways, parking areas and other improvements to be constructed or located on the Pad.

1.8 Occupant.

“Occupant” shall mean any Person, from time to time entitled to the use and occupancy of the Property, or any portion thereof, under an ownership right or any lease, sublease, license, concession or other similar agreement.

1.9 Owner.

“Owner” shall mean, as of any time, the fee simple owner of the Pad at such time, and, after compliance with the notice requirements set forth in Section 7.1, its successors and assigns who become owners of all or any portion of the Pad.

1.10 Party.

“Party” shall mean the Declarant and the Owner and, after compliance with the notice requirements set forth in Section 7.1, their respective successors and assigns who become owners of all or any portion of the Property. Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Party shall be released from the obligations of this Agreement arising subsequent to the effective date of the transfer notice.

1.11 Permittee.

“Permittee” shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants, and concessionaires of Occupants and other persons who have business with owners of the Property insofar as their activities relate to the permitted use of such Property.

1.12 Person.

“Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business or government entity.

1.13 Property.

“Property” shall mean, collectively, the Shopping Center and the Pad.

1.14 Utility Lines.

“Utility Lines” shall mean those facilities and systems for the transmission of utility services, including drainage and storage of surface water.

ARTICLE II

EASEMENTS

2.1. Ingress, Egress and Parking.

During the term of this Agreement, each Party hereby grants and conveys to the other Party for its use and for the use of its Permittees, a non-exclusive, perpetual easement for the passage and parking of vehicles over and across the parking and driveway areas located on the Pad and in the Common Areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Pad and the Shopping Center, as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations, as well as other provisions contained in this Agreement:

(a) Declarant further reserves the right to close off the Common Areas for such reasonable period of time as may be legally necessary, in the opinion of Declarant or its counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that in no event shall any such closing prevent access to the Pad and prior to closing off any portion of the Common Areas, as herein provided, Declarant shall give written notice to the Owner of its intention to do so, and shall attempt to coordinate such closing with the Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; and

(b) The Owner further reserves the right to close off the parking and access areas located on the Pad for such reasonable period of time as may be legally necessary, in the opinion of the Owner or its counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that in no event shall any such closing prevent use of the Common Areas of the Shopping Center, and the Owner shall give written notice to Declarant of its intention to do so; and

(c) Each Party reserves the right to, at any time and from time to time, to exclude and restrain any Person who is not a Party or Permittee from using the Common Areas on the Shopping Center or the parking and access areas of the Pad, as the case may be; and

(d) In no event shall any Owner be entitled to store materials or personal property, or construct staging materials or construction facilities on, or park construction vehicles within, the Shopping Center without Declarant's prior written consent.

2.2 Utilities.

(a) Declarant hereby grants and conveys to the Owner a non-exclusive perpetual easement in, to, over, under, along and across those portions of the Common Areas (exclusive of any portion located within Building Areas) located on the Shopping Center necessary or desirable for the operation and use of Utility Lines serving the Pad, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone

and communication lines; provided, however, in no event shall the operation of any such Utility Line have a material, adverse impact on the Shopping Center.

(b) The Owner shall be responsible for all governmental impact fees due for its development on the Pad, and the Owner shall, at its sole cost and expense, be responsible for tap in/hook-up into the utilities upon payment by said Owner of the standard tap in/ hook-up fees to the respective utility providers.

2.3 Storm Water.

Declarant hereby grants and conveys to the Owner a non-exclusive perpetual right and easement to discharge surface storm drainage and/or runoff from the Pad over, upon and across the Common Areas of the Shopping Center and into the water collection, retention and distribution facilities, so long as such drainage shall not cause any damage to the Shopping Center or any improvements thereon.

ARTICLE III

CONSTRUCTION

3.1 General Requirements.

(a) All construction activities performed within the Pad shall be performed in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, workman like manner.

(b) The construction activities on the Pad, if any, shall not:

(i) unreasonably interfere with the use, occupancy or enjoyment of any part of the Shopping Center by any occupant thereof; and

(ii) cause any Building located in the Shopping Center to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof.

(c) The construction areas on the Pad shall be fenced or curbed and all access thereto shall be limited to the ingress/egress entrance closest to the Pad. Parking for all motor vehicles involved in the construction shall only be allowed to park within the confines of the Pad, or with the prior written permission of the Declarant, in a temporary staging area to be designated by Declarant on the Property. All construction on the Pad shall be conducted in a manner as to minimize any interference with the construction or operation of the Shopping Center.

(d) The Owner shall and agrees to defend, indemnify and hold harmless the Declarant from all claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), including liens, and any accident, injury or loss or damage

whatsoever occurring to any Person or to the property of any Person arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of the Declarant or its Permittees.

3.2 Building Restrictions.

No sign or Building constructed, placed or erected on the Pad shall (a) exceed a single story in height (not considering mezzanines) or exceed a maximum height of twenty-five (25) feet as measured from the finished floor level to the highest point on such building or structure (exclusive of height of all types of projections or architectural treatments or embellishments thereon, such as, without limitation, HVAC equipment, parapets, mansards, signs, satellite dishes and antennae, which shall not exceed twenty-six (26) feet); (b) contain architectural features in excess of twenty percent (20%) of the frontage of any applicable building; and (c) be located outside of the Permissible Building Area shown on the Site Plan attached hereto as Exhibit B. The Floor Area of any Building constructed on the Pad shall not exceed 6,500 square feet.

3.3 Signage.

(a) No free-standing signage shall be permitted on the Pad. All building-mounted signage to be located on any Building shall be in accordance with the sign criteria approved by the City of Grand Junction. Declarant shall approve all Pad signage prior to construction and installation as a part of the Plans (as hereinafter defined) in accordance with the provisions of Section 3.4 below. Such approval shall be conditioned upon the following requirements: (i) the signage must not obstruct the view of the Shopping Center; (ii) the signage must be architecturally compatible or harmonious with the architectural theme of the Shopping Center; (iii) the signage must meet the governmental and developmental requirements, including compliance with the approved sign criteria for the Shopping Center; and (iv) such signage shall not jeopardize Declarant's right to erect a monument or pylon sign for the Shopping Center. Owner shall remove any non-conforming signage upon written notice by Declarant.

3.4 Site Plan Approval.

(a) No initial construction of any Improvements, including any structure, building, fence, wall, parking area facility, landscaping, driveway or sign shall be initiated or begun upon the Pad without Declarant's prior written approval of the Plans (as hereinafter defined), and upon Declarant's approval of such Plans, any construction shall be effected substantially in accordance with such approved Plans (the "Approved Plans"). As used herein, the term "Plans" shall mean constructions plans, working drawings and specifications prepared under supervision of an architect and engineer licensed to practice architecture and engineering in the State of Colorado and shall include:

(i) A site plan showing location of all Buildings and other structures to be constructed on the Pad as well as location of all entrances, exits, signs, driveways, parking areas (including without limitation, parking space detail if applicable) and other pertinent material.

(ii) Complete details as to the grading, drainage, utility service, paving, exterior lighting, landscaping and screening.

(iii) Front, side and rear colored elevation drawings, including floor and roof plans, for all buildings and structures.

(iv) Wall sections.

(v) Detailed identification of construction materials and colors.

(vi) Detailed signage drawings, including color samples, for any signage to be located on the Building.

(b) Declarant reserves to itself the sole and exclusive authority to approve such Plans or to disapprove the same for initial consideration, and Declarant will disapprove such proposed Plans only if it deems, in its reasonable discretion, (i) that the Improvements (including landscaping) contemplated by the Plans are not in accordance with the construction standards or the requirements required by the applicable governing authority or by occupants or tenants in the Shopping Center, (ii) that the Improvements will detract from the attractiveness of the Shopping Center or will be unsuitable, undesirable or inappropriate for aesthetic reasons, (iii) that the exterior design, color scheme, finish, proportions or style of architecture of the proposed Improvements are not compatible with the improvements in the Center, or (iv) that the Plans do not include such information as is reasonably required by Declarant for the purposes of approving the proposed development of the Pad.

(c) The Owner shall provide Declarant with a minimum of two (2) sets of its Plans for Declarant's approval. Declarant shall have twenty (20) days from receipt of the Plans to approve or disapprove the Plans. Declarant shall approve the Plans by causing both sets of Plans to be initialed on its behalf and returning one (1) set of Plans to the Owner (the "Approved Plans"). If Declarant fails to respond either approve the Plans or reject the Plans within said twenty-day period, the Plans shall be deemed as approved by Declarant. If Declarant shall disapprove the Plans, it shall give its reasons therefore and the Owner shall not commence construction until the Plans have been revised so as to meet Declarant's reasonable objections or until Declarant and Owner mutually consult to establish Approved Plans for the proposed Improvements.

(d) The Owner shall construct the Improvements on the Pad in substantial compliance with the Approved Plans, subject to site modifications and zoning conditions. Declarant reserves the right to approve any material changes from the Approved Plans including but not limited to any material changes in the elevations and signage.

(e) In furtherance of the foregoing, but without limiting in any way the right of Declarant to approve all Plans as aforesaid, the foregoing standards shall be applicable:

(i) All exposed exterior surfaces of any Buildings on the Pad shall be properly finished prior to the occupancy or use of the same.

(ii) No used materials shall be incorporated in, on or into the exterior surfaces of any Buildings on the Pad without the express written consent of Declarant.

(iii) All Improvements on the Pad shall be construed and maintained at all times in accordance with all applicable building codes, ordinances, rules and regulations of all governmental authorities having jurisdiction therefor.

(iv) Storage tanks, cooling towers, vents, hoods, transformers, garbage dumpsters, loading docks and other loading and unloading facilities, and any other like structures or equipment located on the Pad shall be fully screened and hidden from public view.

(f) No provision or requirement set forth herein shall constitute Declarant as an agent of said Owner relating to the compliance of the Approved Plans with any laws, rules, orders, ordinances, directions, regulations, and requirements of any federal, state, county and municipal authorities, now in force or which hereafter be in force, including but not limited to the Americans with Disabilities Act or 1990. Such approval by Declarant shall be to insure that the Improvements do not violate the restrictions set forth herein and are reasonably architecturally harmonious with the Shopping Center.

(g) The parking and access area on the Pad shall be constructed substantially as shown on the Site Plan and shall not be altered in any manner without the prior written consent of Declarant.

ARTICLE IV

MAINTENANCE

4.1 Maintenance of The Pad.

(a) The Owner shall maintain or cause to be maintained, the Improvements on the Pad in good condition and repair. The minimum standard of maintenance for the Improvements on the Pad shall be comparable to the standard of maintenance currently existing at the Shopping Center and otherwise followed in other first class commercial shopping centers in the metropolitan Grand Junction, Colorado area. Notwithstanding the foregoing, the Improvements on the Pad shall be operated and maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances. All materials used in the repair and/or replacement of any Improvements shall be at least equal to the quality of the materials used originally and shall maintain the architectural and aesthetic harmony of the Shopping Center as a whole. The maintenance and repair obligation shall include, but not be limited to, the following:

(i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(ii) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Maintaining, cleaning and replacing any necessary directional, stop or handicapped signs or markers; restriping any parking lots and drive lanes located on the Pad as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks, if any;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(v) Maintaining all perimeter and exterior building walls, including, but not limited to, all parapets and retaining walls in a good condition and state of repair;

(vi) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and

(vii) Maintaining elements of the storm drainage system.

(b) If any Building or other improvements on the Pad shall be damaged or destroyed by fire, casualty or any cause whatsoever, either in whole or in part, the Owner shall with due diligence remove any resulting debris, and either (i) repair, rebuild or replace the damaged or destroyed Buildings or other improvements or (ii) demolish the same and convert the areas formerly occupied thereby to landscaped areas consistent with the quality of other landscaping with the Shopping Center.

4.2 Maintenance Obligations for Common Areas.

(a) The Owner shall be obligated to make monthly payments to Declarant of its pro rata share of Declarant's continuing common area maintenance, real property taxes and assessments and public liability insurance with respect to the Common Areas of the Shopping Center. For purposes thereof, such items shall be incorporated as follows:

(i) **Common area maintenance ("CAM").** The total costs incurred in the normal administration, operation and preventive and corrective maintenance of the Common Areas of the Shopping Center, including without limitation and by example only: the cost and expense of maintaining, repairing, restriping, lighting, signing, cleaning, sweeping, painting, removal of snow, ice, trash, debris; the costs and expense for utilities used or consumed; the costs of landscaping, including watering, planting, replanting, and replacing flowers, trees, shrubs, and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used; the costs of capital expenses amortized over the useful life of the item; the repair or replacement of any paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items; security services, if any; property owner association fees, if any; the cost of personnel to implement maintenance

services; management fee; and an administrative fee equal to fifteen (15%) of the total cost of operating and maintaining the Common Areas.

(ii) **Real property taxes and assessments ("Taxes").** The total costs of any real property taxes and assessments (including without limitation sanitary sewer taxes, extraordinary or special assessments and all costs and fees (exclusive of any interest or late fees assessed for delinquent payment), reasonable attorney's fees incurred in contesting or negotiating the same with public authorities) levied or imposed or assessed against the Shopping Center during each calendar year. (Declarant shall use its best efforts to obtain a tax bill from the local taxing authority which bifurcates the land and the improvements).

(iii) **Public liability insurance ("Insurance").** The total cost total cost to Seller of all liability coverage carried by Seller with respect to the land which encompasses the Shopping Center.

(iv) **Owner's pro rata share ("Pro Rata Share").** An annual sum for the Owner's portion of the annual CAM, Taxes and Insurance limited to and determined by multiplying the applicable CAM, Taxes and Insurance by a fraction, the numerator of which shall be the square footage of all buildings constructed, placed or erected on the Pad, and the denominator of which shall be the square footage of the total leasable and/or occupiable area within the Property. The Pro Rata Share is subject to adjustment by Declarant based on the foregoing formula if the leasable and/or occupiable area of the Property is diminished by casualty, condemnation or similar takings or other events reducing the leasable and/or occupiable area or if the leasable and/or occupiable area is increased by additions to the Property.

(b) Unless agreed to otherwise, the payment of the Owner's Pro Rata Share shall commence on the earlier of (i) the day the initial Owner (other than Declarant) first opens its business to the public or (ii) one hundred eighty (180) days from the date of closing of the sale of the Pad from the original Declarant to the initial Owner (the "Commencement Date"), and shall continue thereafter. Declarant shall establish the fiscal year for determining the payment of each Owner's Pro Rata Share of CAM, Taxes and Insurance. Within thirty (30) days of the Commencement Date, and once per fiscal year thereafter, Declarant shall furnish the Owner with a statement stating the total budget for the Common Areas. At least once per fiscal year, Declarant shall have the right to adjust the Owner's Pro Rata Share by an amount not to exceed five percent (5%) of the total contribution made by the Owner in the previous fiscal period. The Owner shall pay to Declarant on the first day of each month during each calendar year the monthly installments of CAM, Taxes and Insurance based upon the amount of the Owner's Pro Rata Share. Declarant's failure to timely submit such budget or the annual statement shall not affect the Owner's obligation to pay it Pro Rata Share during any period.

4.3 Liens.

The Owner agrees to defend, indemnify and hold Declarant harmless from and against any mechanic's, materialman's and/or labor's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorneys' fees and court costs, arising out of the

maintenance and operation of the Pad, and in the event that the Shopping Center or any portion thereof shall become subject to such a lien, the Owner shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to the lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

ARTICLE V

OPERATION OF THE SHOPPING CENTER

5.1 Uses.

(a) The Pad shall be used for any lawful commercial retail purposes subject only to the restrictions set forth in this Agreement.

(b) During the term of this Agreement, no portion of the Pad shall be used for the uses or purposes as set forth in Exhibit C attached hereto.

(c) At all time, the Pad shall be operated in compliance with all governing rules, regulations, codes and ordinances, including without limitation those rules regarding parking. At all times, the Pad shall be operated so that the Pad only requires the lesser of (a) 43 parking spaces (including the 12 parking spaces included and located within the Pad), as such number may be increased or decreased from time to time by Declarant as the leasable/occupiable square footage of the Shopping Center may correspondingly increase or decrease, or (b) the number of parking spaces required by governmental codes.

5.2 Taxes.

The Owner agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real and personal property taxes and assessments which are levied against the Pad.

5.3 Insurance/Indemnification.

The Owner shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, the Owner's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. The Owner shall also name Declarant as an additional insured on its general liability insurance and deliver to Declarant a certificate of insurance evidencing such prior to its entry onto the Property. The Owner shall provide to the Declarant its certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Owner which may cover other property in addition to the property covered by this Agreement. Such insurance shall

provide that the same may not be cancelled without thirty (30) days prior written notice to the Declarant.

The Owner covenants and agrees to defend, protect, indemnify and hold harmless Declarant from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorneys' fees and cost of suit) arising from or as a result of the injury to or death of any Person, or damage to property of any Person located on the Pad, except for claims caused by the negligence or willful act or omission of the Declarant or its Permittees.

5.4 Hazardous Materials.

As of the Effective Date, the Owner shall not use, or permit the use of Hazardous Materials on or about, under the Pad, or the Shopping Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all applicable federal, state and local laws governing the same. The Owner shall indemnify, protect, defend and hold harmless the Declarant from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, but not limited to, costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by such Owner, occurring after the Effective Date hereof, whether or not in the ordinary course of business.

ARTICLE VI

DEFAULT

6.1 Default.

If the Owner shall fail to perform any covenant or condition contained in this Agreement, the Declarant shall give the Owner at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default is not reasonably susceptible of being cured within said period of thirty (30) days, and said Owner shall have not in good faith have commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion), the Declarant may institute legal and/or equitable proceedings for full and adequate relief from the consequences of said default or threatened default.

6.2 Self-Help.

If the Owner fails to operate or maintain all or any portion of the Pad hereunder or defaults under any other obligations set forth in this Agreement, then the Declarant, after notice and time to cure as herein permitted, shall have the right (but not the obligation) to perform such obligations on behalf of the defaulting Owner and the defaulting Owner shall reimburse the Declarant performing the work within thirty (30) days of receipt of an invoice documenting such costs. Any such claim for reimbursements shall be secured by a lien on the Pad which lien shall

be effective upon recording of a notice thereof in the appropriate public records for Mesa County, Colorado. The lien shall be subordinate to any first mortgage/deed of trust then encumbering the Pad.

ARTICLE VII

MISCELLANEOUS

7.1 Notices.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt or (d) by legible facsimile (followed by hard copy delivered in accordance with the preceding subsections (a)-(c)), and such notices shall be addressed as follows:

To Declarant:	AIG Baker Grand Junction, L.L.C. c/o AIG Baker Shopping Center Properties, L.L.C. 1701 Lee Branch Lane Birmingham, AL 35242 Attn: Legal Department Telephone No.: (205) 969-1000 Facsimile No.: (205) 969-9467
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or to such other address as the Parties may from time to time specify in writing to the other Party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Notices sent to a Party's designated counsel shall be deemed sent to the applicable Party. The address for the Owner shall be the address maintained by the Owner on file with the office of the County Assessor for delivery of ad valorem tax statements relating to the Pad, unless Declarant is otherwise notified. A Party transferring all or any portion of its interest in the Property shall give notice to the other Party(s) of such transfer and shall include therein at least the following information: (1) the name and address of the new Party; (2) a copy of the legal description of the portion of the Property transferred; and (3) in the case of an Owner, an agreement by the transferee Owner to assume all obligations which accrue during its period of ownership.

7.2 Estoppel Certificate.

Each Party agrees that upon written request not more than once per annum, it will issue to such Person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(a) whether it knows of any default under this Agreement by the requesting Person, and if there are known defaults, specifying the nature thereof;

(b) whether the Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and

(c) whether this Agreement is in full force and effect.

7.3 Time.

Time is of the essence in the performance of each of the Owner's respective obligations contained herein.

7.4 Attorneys' Fees.

If either Party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs (including costs of any trial or appeal there from) and reasonable attorneys' fees and disbursements.

7.7 Governing Law; Jurisdiction and Venue.

(a) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.**

(b) For the purposes of any suit, action or proceeding involving this Agreement, each Party hereby expressly submits itself to the jurisdiction of all federal and state courts sitting in the State of Colorado and consents that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and each Party agrees that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any Party. In furtherance of such agreement, each Party agrees upon the request of another Party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction.

(c) Each Party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the State of Colorado and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

7.8 Waiver of Trial by Jury.

EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR

BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

7.9 Rights of Successors.

The provisions of this Agreement will be binding upon Declarant and each Owner of the Pad, and their respective successors, heirs, assigns and mortgagees to the extent herein provided. Each covenant herein is made for the mutual and reciprocal benefit of the Pad and the Shopping Center and constitutes a covenant running with the land and binds every owner now having or hereinafter acquiring an interest in the Pad or the Shopping Center. This Agreement shall create privity of contract with and among Declarant and all grantees of all or any portion of the Property and their respective heirs, executors, administrators, successors and assigns. Each of the easements and restrictions created by this Agreement are appurtenant to the property to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to said property.

7.10 Severability.

The invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect the remaining covenants, conditions, restrictions or other provisions hereof, and the same shall remain in full force and effect.

7.11 Joint Venture.

Nothing herein shall be construed to make any Party a partner or party to a joint venture with any other Party, or to render any Party responsible or liable for the debts of any other Party. Nothing herein shall restrict a Party's right to sell, lease, mortgage or otherwise convey its interest in the Property; provided, however, upon any such conveyance, the successor in interest shall be subject to the terms, conditions and obligations set forth in this Agreement.

7.12 Modification.

This Agreement may be modified, or amended in whole or in part only by a written and recorded instrument recorded in said public records and signed by Declarant and each Owner owning the Pad upon the date of such recording.

7.13 Captions.

The captions and paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein stated.

7.14 **Not a Dedication.**

Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever. It is the intention of the Declarant that this Agreement be strictly limited to and for the purposes expressed herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DECLARANT:

AIG BAKER GRAND JUNCTION, L.L.C.,
a Delaware limited liability company,

By: AIG Baker Shopping Center Properties, L.L.C.,
a Delaware limited liability company,
its sole member

By: *Alex D. Baker*
Alex D. Baker, President OR
W. Ernest Moss, Executive Vice President

ACKNOWLEDGMENT FOR DECLARANT

STATE OF ALABAMA)
) SS:
COUNTY OF SHELBY)

On this 1 day of May, 2003, before me appeared Alex D. Baker, to me personally known, who being by me duly sworn, did say that he is the President of AIG Baker Shopping Center Properties, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, the sole member of AIG Baker Grand Junction, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware and that said instrument was signed and sealed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

Sharon Linticum Sanders
Print Name: Sharon Linticum Sanders
Notary Public, State at Large, Alabama
My Commission Expires: 4-11-07

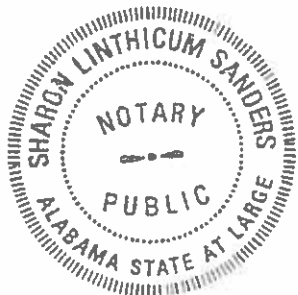


EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Lot 1 of Grand Mesa Center, as recorded on August 14, 2001, in Plat Book 18, pages 217-219 at reception # 2010354, Mesa County, Colorado records,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Beginning at a point on the South line of said Lot 1, whence the Westerly corner of said Lot 1 bears North 59°51'47" West, a distance of 265.39 feet; Thence 67.79 feet along the arc of a 49.50 foot radius non-tangent curve to the right, through a central angle of 78°27'49", with a chord bearing North 09°05'42" West, a distance of 62.61 feet; Thence North 30°08'13" East tangent to said curve, a distance of 7.57 feet; Thence 9.90 feet along the arc of a 9.50 foot radius tangent curve to the right, through a central angle of 59°44'02", with a chord bearing North 60°00'14" East, a distance of 9.46 feet; Thence North 89°52'15" East, a distance of 168.88 feet; Thence 6.28 feet along the arc of a 4.00 foot radius tangent curve to the right, through a central angle of 90°00'00", with a chord bearing South 45°07'45" East, a distance of 5.66 feet; Thence South 00°07'45" East tangent to said curve, a distance of 107.94 feet; Thence 17.08 feet along the arc of a 29.50 foot radius tangent curve to the right, through a central angle of 33°10'12", with a chord bearing South 16°27'21" West, a distance of 16.84 feet; Thence South 33°02'27" West tangent to said curve, a distance of 16.13 feet; Thence 30.22 feet along the arc of a 24.50 foot radius tangent curve to the right, through a central angle of 70°40'11", with a chord bearing South 68°22'32" West, a distance of 28.34 feet, to the South line of said Lot 1; Thence along the South line of said Lot 1, North 59°51'47" West, a distance of 156.47 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE PAD

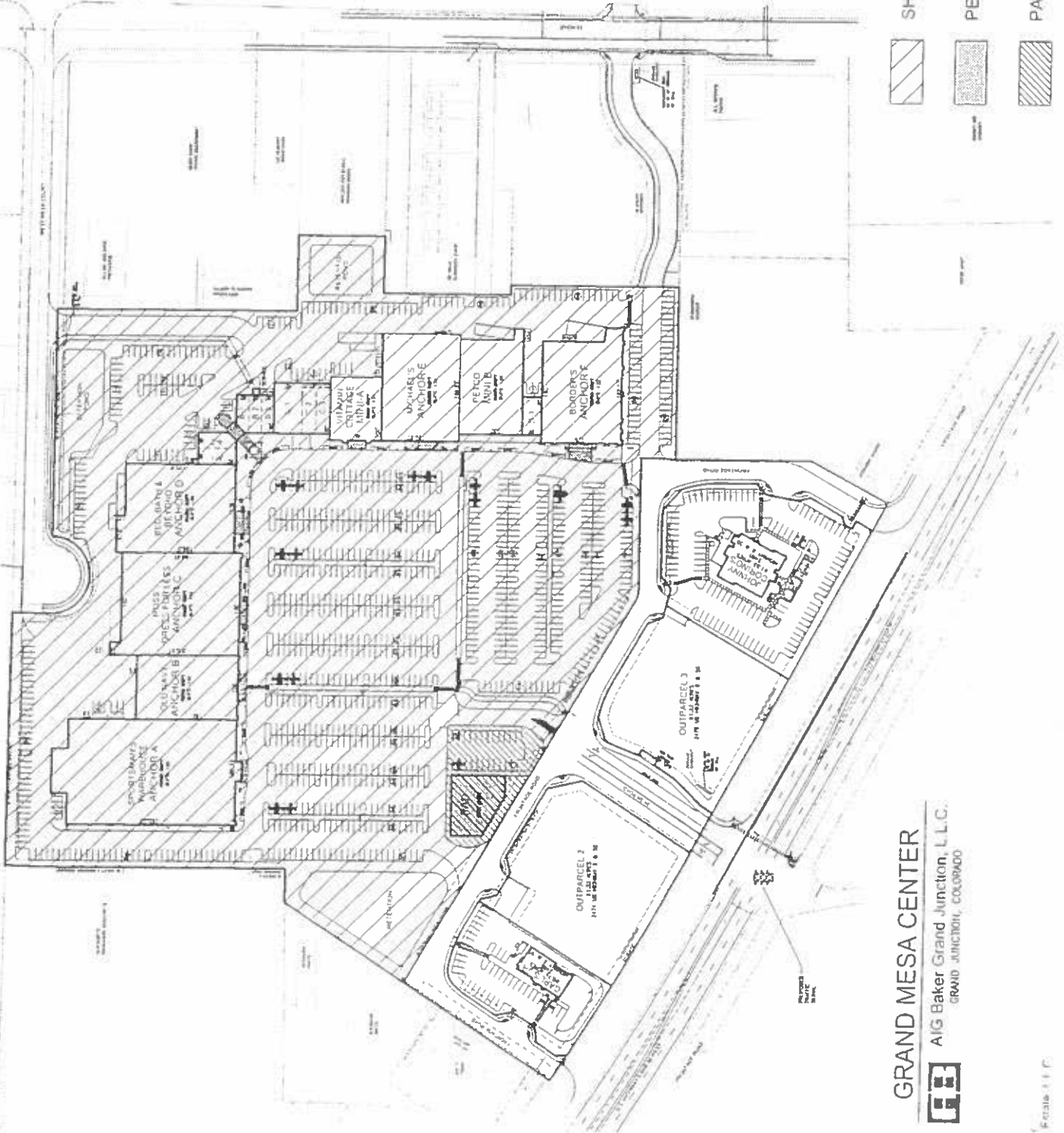
A parcel of land situated in Lot 1 of Grand Mesa Center, according to the plat recorded at Reception No. 2010354 of the Mesa County records, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the South line of said Lot 1, whence the Westerly corner of said Lot 1 bears North 59°51'47" West, a distance of 265.39 feet; Thence 67.79 feet along the arc of a 49.50 foot radius non-tangent curve to the right, through a central angle of 78°27'49", with a chord bearing North 09°05'42" West, a distance of 62.61 feet; Thence North 30°08'13" East tangent to said curve, a distance of 7.57 feet; Thence 9.90 feet along the arc of a 9.50 foot radius tangent curve to the right, through a central angle of 59°44'02", with a chord bearing North 60°00'14" East, a distance of 9.46 feet; Thence North 89°52'15" East, a distance of 168.88 feet; Thence 6.28 feet along the arc of a 4.00 foot radius tangent curve to the right, through a central angle of 90°00'00", with a chord bearing South 45°07'45" East, a distance of 5.66 feet; Thence South 00°07'45" East tangent to said curve, a distance of 107.94 feet; Thence 17.08 feet along the arc of a 29.50 foot radius tangent curve to the right, through a central angle of 33°10'12", with a chord bearing South 16°27'21" West, a distance of 16.84 feet; Thence South 33°02'27" West tangent to said curve, a distance of 16.13 feet; Thence 30.22 feet along the arc of a 24.50 foot radius tangent curve to the right, through a central angle of 70°40'11", with a chord bearing South 68°22'32" West, a distance of 28.34 feet, to the South line of said Lot 1; Thence along the South line of said Lot 1, North 59°51'47" West, a distance of 156.47 feet to the Point of Beginning.

Containing 0.500 acres, more or less.

EXHIBIT C

SITE PLAN



- SHOPPING CENTER
- PERMISSIBLE BUILDING AREA FOR PAD
- PAD

GRAND MESA CENTER
AIG Baker Grand Junction, L.L.C.
GRAND JUNCTION, COLORADO

EXHIBIT D

PROHIBITED USES

A. **Bed, Bath & Beyond ("BB&B"):** For so long as BB&B, its successors or assigns, leases or occupies property in the Grand Mesa Center ("Shopping Center"), no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse.
2. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
3. Any "second hand" store, "surplus" store;
4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
6. Any fire sale, bankruptcy sale (unless pursuant to a court), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
7. Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted, so long as its on-site premises are located more than 150 feet away from the BB&B Premises as shown on the Site Plan attached hereto);
8. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
9. Any bowling alley or skating rink;
10. Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;
11. Any living quarters, sleeping apartments, or lodging rooms;
12. Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
13. Any mortuary or funeral home;
14. Any "Pornographic Use", which shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination or photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto; the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example,

Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder; or massage parlor;

15. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

16. Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption (except as incidental to a family-oriented, sit-down restaurant such as TGI Fridays, Red Lobster, and Bennigans, to the extent permitted hereunder);

17. Any catering or banquet hall;

18. Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;

19. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center;

20. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;

21. Any unlawful use;

22. Any pawn shop, gun shop, or tattoo parlor;

23. Any church or other place of religious worship;

24. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;

25. Any carnival, amusement park or circus;

26. Any medical clinics or medical offices;

27. Any supermarket (except to the extent permitted below);

28. Any office use;

29. A hotel/motel;

30. A daycare center;

31. Veterinary office, except as may be incidental to a full-line pet and pet supply store operating in at least 15,000 square feet of Floor Area; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas of the Shopping Center and will promptly remove any "dog dirt" from the Common Areas of the Shopping Center;

32. Children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's");

33. Karate center;

34. Movie theater;

35. An upscale, boutique-type food store of the normally operated in the State of Colorado (such as, by way of example, Zagara's, Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 20,000 square feet of Floor Area;

38. Health spa, exercise facility or similar type business.

B. Ross Stores, L.P. ("Ross"): For so long as Ross, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. A tavern, bar, nightclub, discotheque or any other establishment whose primary use is selling alcoholic beverages for on-premises consumption, this restriction shall not prohibit alcoholic beverage sales in connection with a full service restaurant;
2. A carnival, circus, bowling alley, skating rink, off track betting facility; billiard parlor, pool hall or game room, however, this restriction shall not prohibit a full service children's theme restaurant from offering a playroom;
3. A dry cleaning plant or central laundry or Laundromat; provided, however, a drop off / pick-up service will be permitted;
4. A massage parlor;
5. A manufacturing, distilling, refining, smelting, agricultural, or mining operation;
6. A mortuary or funeral home;
7. A mobile home sales facility, car sales facility, car wash, a labor camp, junkyard or stockyard;
8. For any operation in connection with the collection, compacting, incineration, reduction or recycling of garbage;
9. An adult type bookstore or other establishment selling, displaying or exhibiting pornographic materials or providing adult type entertainment or displays of a variety involving or depicting nudity or lewd acts;
10. A head shop selling drug-related paraphernalia;
11. An educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers unless such students can be parked solely on the Pad;
12. A church, place of worship, meeting hall or other place of public assembly;
13. For residential use;
14. For a flea market, second hand store, pawn shop or junk yard;
15. For any use that emits an obnoxious odor, noise, or sound which can be heard or smelled outside the Pad; or
16. For any use that would violate the law (including, without limitation, applicable zoning and building codes, rules and regulations), or would require parking beyond the boundaries of the Pad or the Shopping Center.

C. Border, Inc. ("Borders"): For so long as Borders, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. flea market;
2. swap shop or "outlet store" selling merchandise that is used, damaged or discontinued;
3. bowling alley;
4. arcade;

5. game room;
6. skating rink;
7. billiard room;
8. massage parlor;
9. adult book store;
10. bar, tavern, pub or restaurant occupying more than two thousand five hundred (2,500) square feet of space or having an entrance within two hundred (200) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
11. ballroom, dance hall, discotheque;
12. barber college;
13. theater having a customer entrance or exit within three hundred (300) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
14. health club having a customer entrance or exit within three hundred (300) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
15. offices (other than a full service bank office, savings and loan association office or credit union);
16. place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers;
17. funeral parlors;
18. facility for the sale of paraphernalia for use with illicit drugs;
19. off-track betting parlor;
20. carnival, amusement park or circus;
21. new or used car dealership;
22. gas station; or
23. auto repair shop

D. **Michael's Stores, Inc. ("Michael's"):** For so long as Michael's, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. funeral establishments;
2. automobile sale, leasing, repair or display or used car lot, including body repair facilities;
3. auction or bankruptcy sale;
4. pawn shop;
5. outdoor circus, carnival or amusement park, or other entertainment facility;
6. outdoor meetings;
7. bowling alley;
8. primarily pool or billiard establishment;
9. shooting gallery;
10. off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. refinery;
12. adult bookstore or facility selling or displaying pornographic books, literature, or

videotapes materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor;

13. any residual use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
14. theater;
15. auditorium, meeting hall, ballroom, school or other place of public assembly;
16. unemployment agency, service or commission;
17. gymnasium, health club, exercise or dance studio;
18. dance hall;
19. cocktail lounge, bar, disco or night club;
20. bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. video game or amusement arcade, except as an incidental part of another primary business;
22. skating or roller rink;
23. car wash, car repair or car rental agency;
24. second hand store, auction house, or flea market;
25. restaurant, unless the Pad has self-contained parking; or
26. non-retail use

E. Without Declarant's prior written consent, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse provided, that the foregoing shall not prohibit odors and noises typical of a restaurant operation; or
2. any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
3. any "second hand" store, "surplus" store;
4. any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
5. any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
6. any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
7. any central laundry, dry cleaning plant, or laundromat;
8. any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;

9. any bowling alley or skating rink;
10. any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;
11. any living quarters, sleeping apartments, or lodging rooms;
12. any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
13. any mortuary or funeral home;
14. any "Pornographic Use", which shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or un-rated by the Motion Picture Rating Association, or any successor thereto; the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder; or massage parlor;
15. any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
16. any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption (except as incidental to a family-oriented, sit-down restaurant such as TGI Fridays, Red Lobster, and Bennigans);
17. any catering or banquet hall;
18. any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
19. any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business on the Pad;
20. any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
21. any pawn shop, gun shop, or tattoo parlor;
22. any church or other place of religious worship;
23. any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
24. any carnival, amusement park or circus;
25. any medical clinics or medical offices;

26. any supermarket (except to the extent permitted below);
27. any office use, unless Declarant's prior written consent is provided;
28. hotel/motel;
29. daycare center;
30. veterinary office, except as may be incidental to a full-line pet and pet supply store operating in a least 15,000 square feet of floor area; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Pad and the Common Areas and will promptly remove any "dog dirt" from the Property;
31. children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's");
32. karate center;
33. movie theater;
34. an upscale, boutique-type food store of the normally operated in the State of Colorado (such as, by way of example, Zagara's Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 20,000 square feet of Floor Area;
35. health spa, gymnasium, exercise facility or similar type business;
36. a manufacturing, distilling, refining, smelting, agricultural, or mining operation;
37. a mobile home sales facility, car sales facility, car wash, a labor camp, junkyard or stockyard;
38. for any operation in connection with the collection, compacting, incineration, reduction or recycling of garbage;
39. for any use that would violate the law (including, without limitation, applicable zoning and building codes, rules and regulations).

AGENDA TOPIC: PFP-2003-092, Grand Mesa Center Revised Preliminary Plan.

ACTION REQUESTED: Revised Preliminary Plan Approval

PC meeting?
Revised to new owners

BACKGROUND INFORMATION					
Location:		2464 Hwy 6 & 50			
Applicants:		AIG Baker Grand Junction LLC, owner Thompson-Langford, representative			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Commercial			
Existing Zoning:		C-2			
Proposed Zoning:		n/a			
Surrounding Zoning:	North	C-2			
	South	C-2			
	East	C-2			
	West	C-1			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

PROJECT DESCRIPTION: The applicant would like to subdivide a pad site from the Grand Mesa Center, located at 2464 Hwy 6 & 50, and create a separate lot which may then be conveyed.

RECOMMENDATION: Staff recommends approval.

ANALYSIS

1. Background

The Grand Mesa Center, a commercial-retail center, located at 2464 Hwy 6 & 50, was granted Final Plat/Plan approval on June 22, 2001. The development consists of 28+ acres and is zoned C-2. The original development consisted of Lot 1, the site of the major anchor stores for the center and a pad site; and five additional lots created for independent development.

Since the platting of the original subdivision, the owner, AIG Baker Grand Junction LLC, has determined that they wish to convey the pad site to another individual for development. In accordance with Section 2.8.B, Preliminary Plans, the Planning Commission shall review and approve the revised plan to allow further subdivision of Lot 1 and the pad site. The applicant would like to subdivide Lot 1 into Lot 1A and Lot 1B.

Lot 1, which contains the pad site, fronts on the frontage road that runs east-west between 25 Road and Hwy 6 and 50. The pad site is located along the frontage road and will have access to a publicly maintained road as required by the Zoning and Development Code. Parking and detention for the proposed Lot 1B was constructed with the Grand Mesa Center in 2001-2002. All utilities are installed or available to the site.

2. Consistency with the Growth Plan

The request to further subdivide Lot 1 and the pad site into two separate lots is consistent with the Commercial-Industrial land use classification of the Growth Plan. The C-2 zone district supports the Commercial-Industrial land use classification and permits the development of commercial centers. The request to further subdivide is also consistent with Section 3.3.E.3, General Commercial district intensity, of the Zoning and Development Code.

3. Section 2.8.B.2 of the Zoning and Development Code

A preliminary plan can only be approved when it is in compliance with all of the following:

- a. The Growth Plan, Grand Valley Circulation Plan, Urban Trails Plan and other adopted plans.
- b. The purposes of this Section 2.8.B.
- c. The Subdivision standards of Section 6.7.
- d. The Zoning standards contained in Chapter 3.

- e. Other standards and requirements of the Zoning and Development Code and all other City policies and regulations.
- f. Adequate public facilities and services will be available concurrent with the subdivision.
- g. The project will have little or no adverse or negative impacts upon the natural or social environment.
- h. Compatibility with existing and proposed development on adjacent properties.
- i. Adjacent agricultural property and land uses will not be harmed.
- j. Is neither piecemeal development nor premature development of agricultural land or other unique areas.
- k. There is adequate land to dedicate for provision of public services.
- l. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

Because the pad site was platted as a part of a larger commercial center and all infrastructure and improvements have been installed, all of the above criteria have been satisfied.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Grand Mesa Center Revised Preliminary Plan application, PFP-2003-092, for revised preliminary plan approval, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The proposed preliminary plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.
2. The review criteria in Section 2.8.B.2 of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

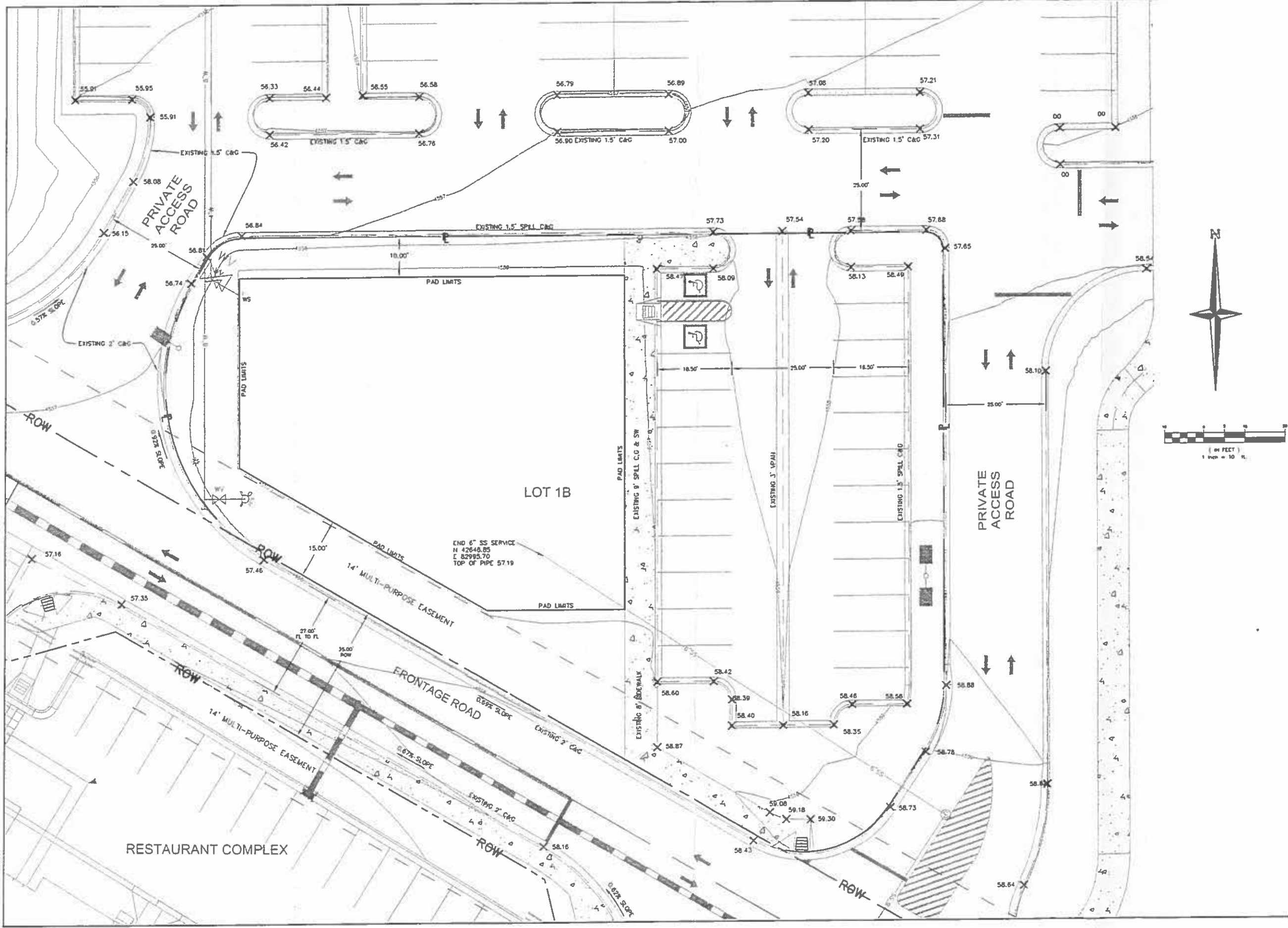
Staff recommends that the Planning Commission approve the proposed revised preliminary plan for the Grand Mesa Center Revised Preliminary Plan, PFP-2003-092, with the findings and conclusions listed above.

RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on item PFP-2003-092, request for Preliminary Plan Approval for the Grand Mesa Center Revised Preliminary Plan, I move that we approve subject to staff conditions, with the findings and conclusions as outlined by staff above.

Attachments:

1. Revised Preliminary Plan



DATE: 05/08/03			<p>THOMPSON-LANGFORD CORP. ENGINEERS AND LAND SURVEYORS 800 W. 1/2 RD. BOX 8810 GRAND JUNCTION, COLORADO 727 (970) 843-8087 724 (970) 841-2846 http://www.tlcorp.com</p>	AD BAKER GRAND JUNCTION, L.L.C. GRAND JUNCTION	REVISION DATE DESCRIPTION BY CTD
SCALE: 1"=10'	PROJECT NO: 0458-012				
SHEET NO: 3 of 3					
DRAWN BY: crk CHECKED BY: JEL					

**GRAND MESA CENTER
 LOT 1B
 SITE & GRADING PLAN**

AGENDA TOPIC: PFP-2003-092, Grand Mesa Center Revised Preliminary Plan.

ACTION REQUESTED: Revised Preliminary Plan Approval

BACKGROUND INFORMATION					
Location:		2464 Hwy 6 & 50			
Applicants:		AIG Baker Grand Junction LLC, owner Thompson-Langford, representative			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Commercial			
Existing Zoning:		C-2			
Proposed Zoning:		n/a			
Surrounding Zoning:	North	C-2			
	South	C-2			
	East	C-2			
	West	C-1			
Growth Plan Designation:		Commercial/Industrial			
Zoning within density range?		X	Yes		No

PROJECT DESCRIPTION: The applicant would like to subdivide a pad site from the Grand Mesa Center, located at 2464 Hwy 6 & 50, and create a separate lot which may then be conveyed.

RECOMMENDATION: Staff recommends approval.

ANALYSIS

1. Background

The Grand Mesa Center, a commercial-retail center, located at 2464 Hwy 6 & 50, was granted Final Plat/Plan approval on June 22, 2001. The development consists of 28+ acres and is zoned C-2. The original development consisted of Lot 1, the site of the major anchor stores for the center and a pad site; and five additional lots created for independent development.

Since the platting of the original subdivision, the owner, AIG Baker Grand Junction LLC, has determined that they wish to convey the pad site to another individual for development. In accordance with Section 2.8.B, Preliminary Plans, the Planning Commission shall review and approve the revised plan to allow further subdivision of Lot 1 and the pad site. The applicant would like to subdivide Lot 1 into Lot 1A and Lot 1B.

Lot 1, which contains the pad site, fronts on the frontage road that runs east-west between 25 Road and Hwy 6 and 50. The pad site is located along the frontage road and will have access to a publicly maintained road as required by the Zoning and Development Code. Parking and detention for the proposed Lot 1B was constructed with the Grand Mesa Center in 2001-2002. All utilities are installed or available to the site.

2. Consistency with the Growth Plan

The request to further subdivide Lot 1 and the pad site into two separate lots is consistent with the Commercial-Industrial land use classification of the Growth Plan. The C-2 zone district supports the Commercial-Industrial land use classification and permits the development of commercial centers. The request to further subdivide is also consistent with Section 3.3.E.3, General Commercial district intensity, of the Zoning and Development Code.

3. Section 2.8.B.2 of the Zoning and Development Code

A preliminary plan can only be approved when it is in compliance with all of the following:

- a. The Growth Plan, Grand Valley Circulation Plan, Urban Trails Plan and other adopted plans.
- b. The purposes of this Section 2.8.B.
- c. The Subdivision standards of Section 6.7.
- d. The Zoning standards contained in Chapter 3.

- e. Other standards and requirements of the Zoning and Development Code and all other City policies and regulations.
- f. Adequate public facilities and services will be available concurrent with the subdivision.
- g. The project will have little or no adverse or negative impacts upon the natural or social environment.
- h. Compatibility with existing and proposed development on adjacent properties.
- i. Adjacent agricultural property and land uses will not be harmed.
- j. Is neither piecemeal development nor premature development of agricultural land or other unique areas.
- k. There is adequate land to dedicate for provision of public services.
- l. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

Because the pad site was platted as a part of a larger commercial center and all infrastructure and improvements have been installed, all of the above criteria have been satisfied.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Grand Mesa Center Revised Preliminary Plan application, PFP-2003-092, for revised preliminary plan approval, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The proposed preliminary plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.
2. The review criteria in Section 2.8.B.2 of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission approve the proposed revised preliminary plan for the Grand Mesa Center Revised Preliminary Plan, PFP-2003-092, with the findings and conclusions listed above.

RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on item PFP-2003-092, request for Preliminary Plan Approval for the Grand Mesa Center Revised Preliminary Plan, I move that we approve subject to staff conditions, with the findings and conclusions as outlined by staff above.

Attachments:

1. Revised Preliminary Plan

Grand Mesa Center

PFP-2003-092

Lisa E. Cox, AICP
Community Development Dept.
June 24, 2003

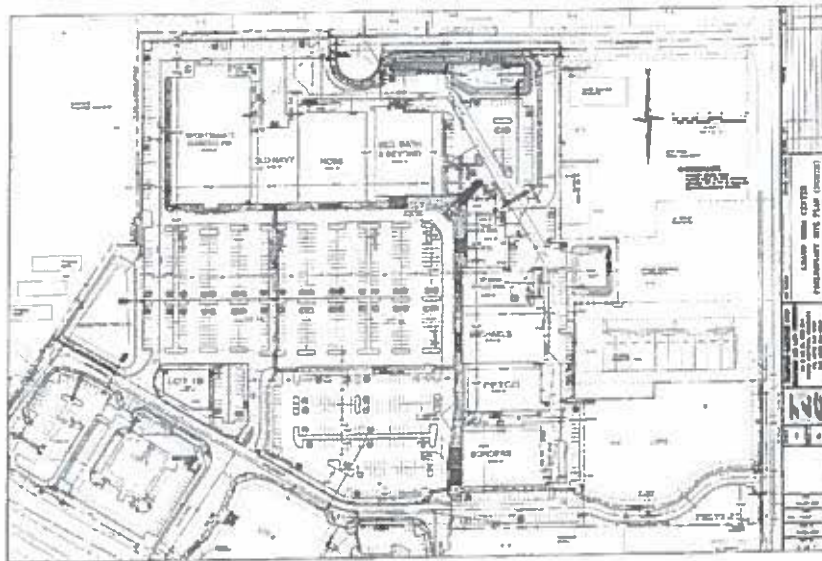
Lot 1 with anchor stores...future Lot 1A



Pad site...future Lot 1B

Background/Applicant's Request

- Location: 2464 Hwy 6 & 50
- Approved: June 22, 2001
- Request to revise Preliminary Plan Approval to allow Lot 1 to be subdivided into Lot 1A and Lot 1B



Consistency with Growth Plan

Review criteria of Sec. 2.8.B.2

- Request is consistent with goals and policies of Growth Plan
- Request meets Review criteria of Sec. 2.8.B.2 of the Zoning Code for Preliminary Plan Approval

Staff Recommendation

- Recommend approval with the findings that the request is consistent with the goals and policies of the Growth Plan, and the review criteria of Sec. 2.8.B.2 of the Zoning and Development Code



CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5th Street • Grand Junction, CO 81501

Date: September 29, 2003

Applicant: Grand Mesa Center, LLC – Michael Staenberg
Representative: Thompson-Langford – Jim Langford
The following item (Grand Mesa Center Revised Plan – PFP-2003-092) has been scheduled for Planning Commission on October 14, 2003.

A sign(s) advertising the Public Hearing will be required to be posted no later than this Friday, October 3, 2003. The signs are available at the Community Development Department. A \$50.00 deposit is required for a Public Hearing sign. The deposit will be refunded, in full, if the sign(s) is/are returned within 5 working days after the final meeting. A sign is required to be placed facing each road(s) that abuts the project site.

The Staff Report for the project will be available for pick-up after 4 P.M. on Thursday, October 2, 2003.

Please contact the project planner, Lisa Cox, at (256-4039, lisac@ci.grandjct.co.us) if you have any questions relating to this notice.

cc: PFP-2003-092

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent to: *Thompson Langford Jim Langford*

Street, Apt. No., or PO Box No: *329 25th St # B210*

City, State, ZIP: *65 - 81505*

PS Form 3800, May 2000 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent to: *Michael*
Grand Mesa Ctr - THF Realty - Staenberg

Street, Apt. No., or PO Box No: *2127 Innerbelt Blvd # 200*

City, State, ZIP: *St Louis, MO 63114*

PS Form 3800, May 2000 See Reverse for Instructions

GRAND JUNCTION PLANNING COMMISSION MEETING AGENDA

October 14, 2003

7:00 p.m.

City Hall Auditorium
250 N 5th St

Dr. Paul A. Dibble, Chairman
William E. Putnam
John Redifer
Richard Blosser

Roland Cole, Vice-Chairman
John P. Evans
Bill Pitts
John Paulson (Alternate 1)
Travis Cox (Alternate 2)

- A. Call to Order
- B. Consideration of Minutes; *September 9, 2003*
- C. Announcements, Presentations, and/or Prescheduled Visitors
- D. Agenda corrections

E. Consent Agenda

Items on the consent agenda are items perceived to be non-controversial in nature and meet all requirements of the Codes and regulations and/or the applicant has acknowledged complete agreement with the recommended conditions.

The consent agenda will be acted upon in one motion, unless the applicant, a member of the public, a Planning Commissioner or staff requests that the item be removed from the consent agenda. Items removed from the consent agenda will be reviewed as a part of the regular agenda. Consent agenda items must be removed from the consent agenda for a full hearing to be eligible for appeal or rehearing.

1. PFP-2003-092

**PRELIMINARY FINAL PLAN – GRAND MESA CENTER
REVISED**

Request approval to subdivide Lot 1 of Grand Mesa Center into two lots.

PETITIONER: Grand Mesa Center, LLC – Michael Staenberg

LOCATION: 2464 Hwy 6 & 50

STAFF: Lisa Cox

2. ANX-2003-197

**ZONE OF ANNEXATION - CHURCH ON THE ROCK
ANNEXATION**

Request approval to zone 5.4946 acres RSF-2 (Residential Single Family-2 units/acre).

PETITIONER: John Galloway – Shape Design

LOCATION: 2170 Broadway

STAFF: Scott Peterson

3. PP-2003-124

PRELIMINARY PLAN - FORREST ESTATES SUBDIVISION

Request approval of the Preliminary Plan to develop 88 lots and one outlot on 19.52 acres in a RMF-5 (Residential Multi-Family-5 units/acre) zone.

PETITIONER: Development Concepts, Inc. – Mike Joyce

LOCATION: 2925 F¹/₂ Road

STAFF: Lori Bowers

END OF CONSENT AGENDA

F. Public Hearing Items.

On the following items the Grand Junction Planning Commission will make the final decision or a recommendation to City Council. If you have an interest in one of these items, or wish to appeal an action taken by the Planning Commission, please call the Community Development Department (244-1430) after this hearing to inquire about City Council scheduling.

4. CUP-2003-189

CONDITIONAL USE PERMIT - FERGUSON TRELLIS/FENCE

Request approval to retain an existing 8' tall trellis/fence in a side yard setback.

PETITIONER: Florence Ferguson

LOCATION: 1390 Pinyon Avenue

STAFF: Scott Peterson

G. General Discussion

H. Nonscheduled Citizens and/or Visitors

I. Adjournment

CONTINUED FROM THE JUNE 24, 2003 REGULAR MEETING

AGENDA TOPIC: PFP-2003-092, Grand Mesa Center Revised Preliminary Plan.

ACTION REQUESTED: Revised Preliminary Plan Approval

BACKGROUND INFORMATION				
Location:		2464 Hwy 6 & 50		
Applicants:		Grand Mesa Center LLC, owner Thompson-Langford, representative		
Existing Land Use:		Commercial		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Commercial		
	East	Commercial		
	West	Commercial		
Existing Zoning:		C-2		
Proposed Zoning:		n/a		
Surrounding Zoning:	North	C-2		
	South	C-2		
	East	C-2		
	West	C-1		
Growth Plan Designation:		Commercial/Industrial		
Zoning within density range?		X	Yes	No

PROJECT DESCRIPTION: The applicant would like to subdivide a pad site from the Grand Mesa Center, located at 2464 Hwy 6 & 50, and create a separate lot which may then be conveyed.

RECOMMENDATION: Staff recommends approval.

ANALYSIS

1. Background

The Grand Mesa Center, a commercial-retail center, located at 2464 Hwy 6 & 50, was granted Final Plat/Plan approval on June 22, 2001. The development consists of 28+ acres and is zoned C-2. The original development consisted of Lot 1, the site of the major anchor stores for the center and a pad site; and five additional lots created for independent development.

Since the platting of the original subdivision, the owner, AIG Baker Grand Junction LLC, has determined that they wish to convey the pad site to another individual for development. In accordance with Section 2.8.B, Preliminary Plans, the Planning Commission shall review and approve the revised plan to allow further subdivision of Lot 1 and the pad site. The applicant would like to subdivide Lot 1 into Lot 1A and Lot 1B.

Lot 1, which contains the pad site, fronts on the frontage road that runs east-west between 25 Road and Hwy 6 and 50. The pad site is located along the frontage road and will have access to a publicly maintained road as required by the Zoning and Development Code. Parking and detention for the proposed Lot 1B was constructed with the Grand Mesa Center in 2001-2002. All utilities are installed or available to the site.

2. Consistency with the Growth Plan

The request to further subdivide Lot 1 and the pad site into two separate lots is consistent with the Commercial-Industrial land use classification of the Growth Plan. The C-2 zone district supports the Commercial-Industrial land use classification and permits the development of commercial centers. The request to further subdivide is also consistent with Section 3.3.E.3, General Commercial district intensity, of the Zoning and Development Code.

3. Section 2.8.B.2 of the Zoning and Development Code

A preliminary plan can only be approved when it is in compliance with all of the following:

- a. The Growth Plan, Grand Valley Circulation Plan, Urban Trails Plan and other adopted plans.
- b. The purposes of this Section 2.8.B.
- c. The Subdivision standards of Section 6.7.

- d. The Zoning standards contained in Chapter 3.
- e. Other standards and requirements of the Zoning and Development Code and all other City policies and regulations.
- f. Adequate public facilities and services will be available concurrent with the subdivision.
- g. The project will have little or no adverse or negative impacts upon the natural or social environment.
- h. Compatibility with existing and proposed development on adjacent properties.
- i. Adjacent agricultural property and land uses will not be harmed.
- j. Is neither piecemeal development nor premature development of agricultural land or other unique areas.
- k. There is adequate land to dedicate for provision of public services.
- l. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

Because the pad site was platted as a part of a larger commercial center and all infrastructure and improvements have been installed, all of the above criteria have been satisfied.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Grand Mesa Center Revised Preliminary Plan application, PFP-2003-092, for revised preliminary plan approval, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The proposed preliminary plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.
2. The review criteria in Section 2.8.B.2 of the Zoning and Development Code have all been met.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission approve the proposed revised preliminary plan for the Grand Mesa Center Revised Preliminary Plan, PFP-2003-092, with the findings and conclusions listed above.

RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on item PFP-2003-092, request for Preliminary Plan Approval for the Grand Mesa Center Revised Preliminary Plan, I move that we approve subject to staff conditions, with the findings and conclusions as outlined by staff above.

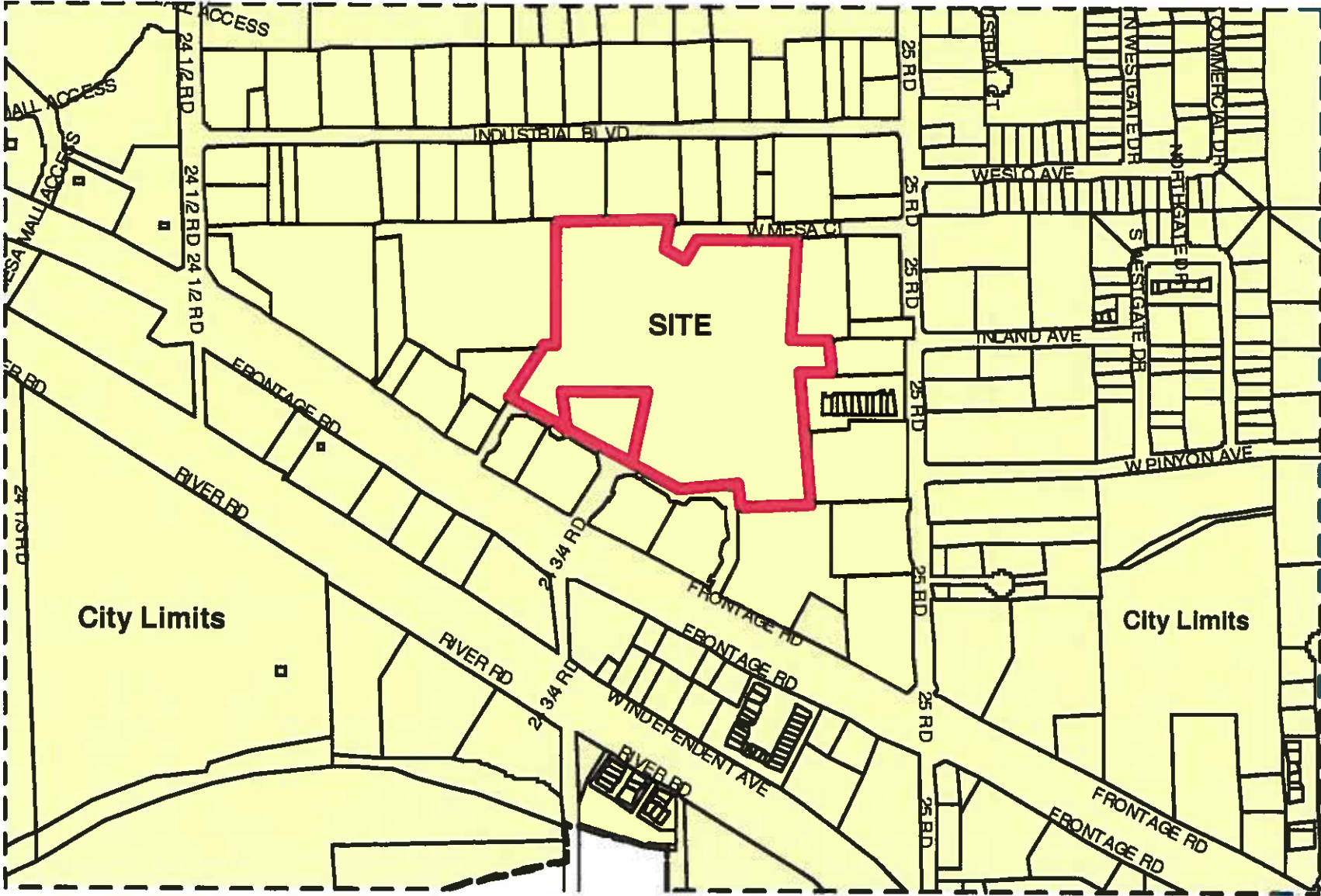
Attachments:

- Figure 1: Site Location Map
- Figure 2: Aerial Photo Map
- Figure 3: Future Land Use Map
- Figure 4: Existing City and County Zoning Map
- Figure 5: Revised Preliminary Plan

#1
Grand Mesa
Center
Lisa

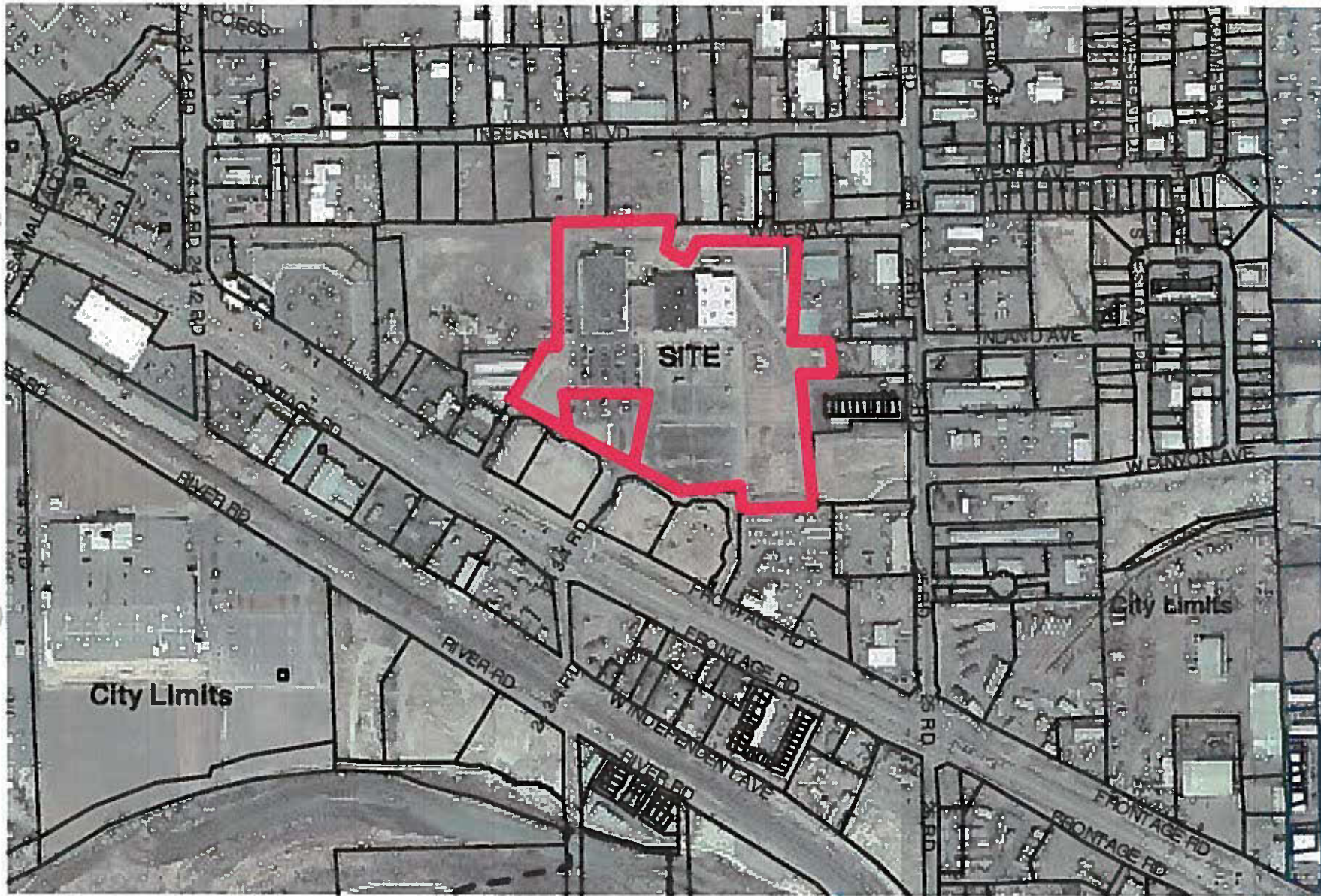
Site Location Map

Figure 1



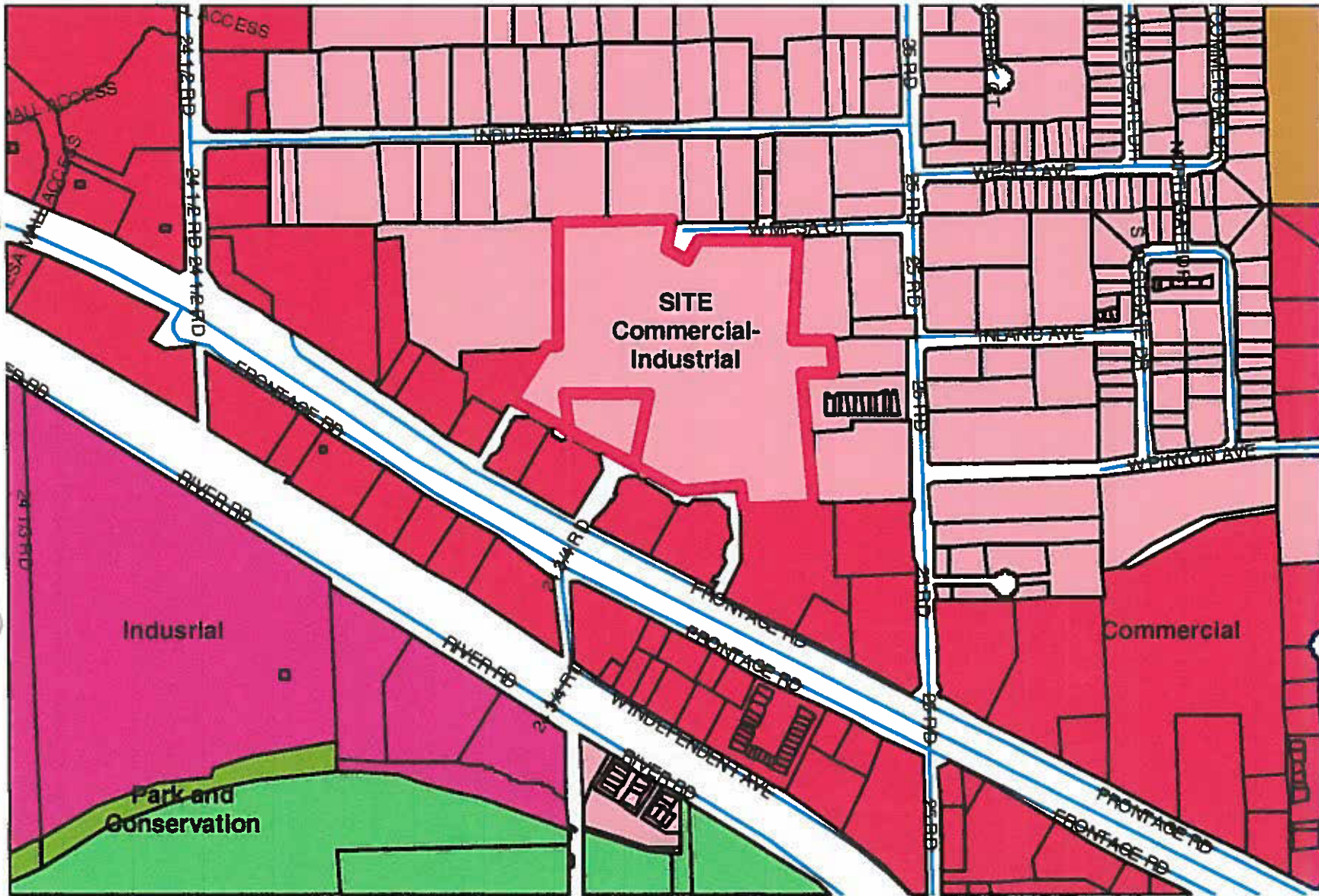
Aerial Photo Map

Figure 2



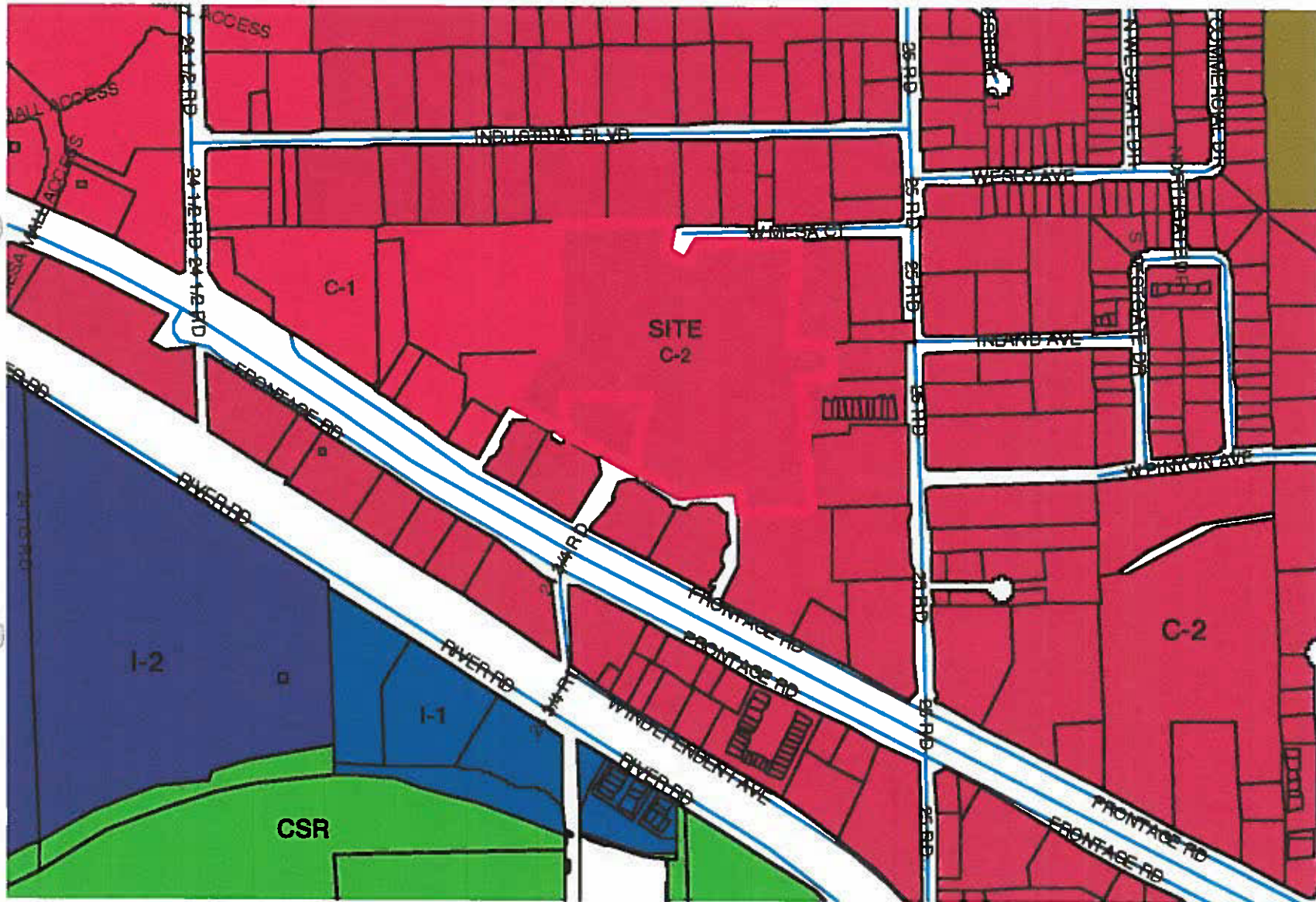
Future Land Use Map

Figure 3

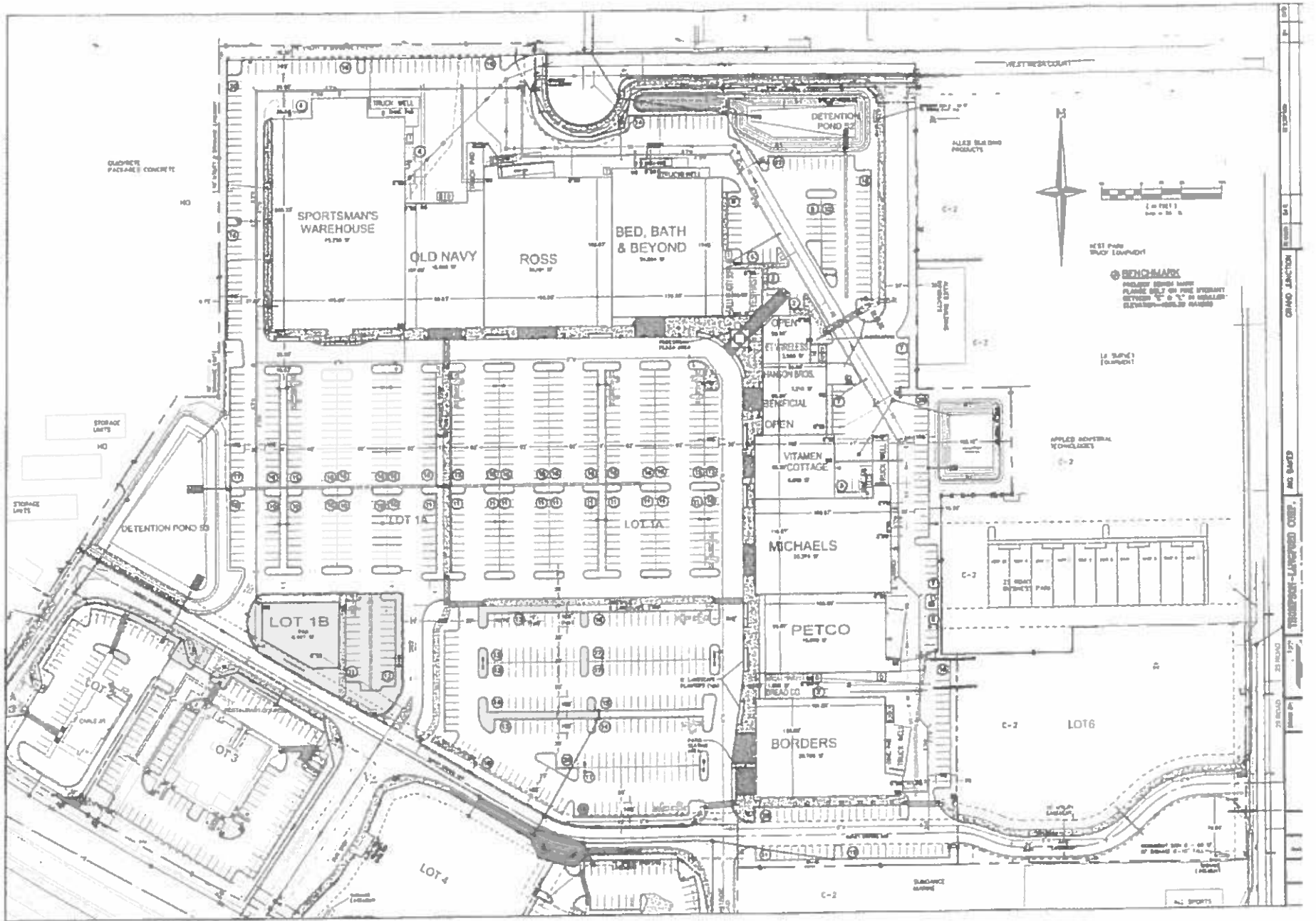


Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

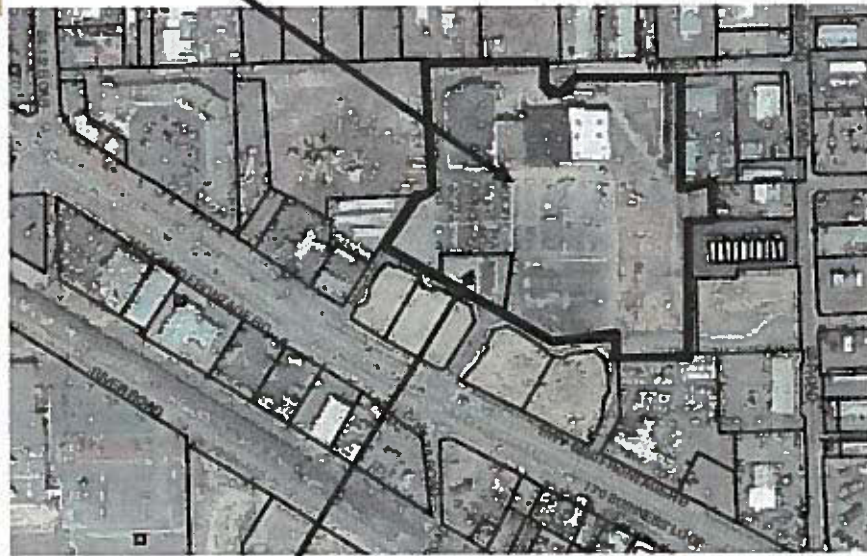


Grand Mesa Center

PFP-2003-092

Lisa E. Cox, AICP
Community Development Dept.
October 14, 2003

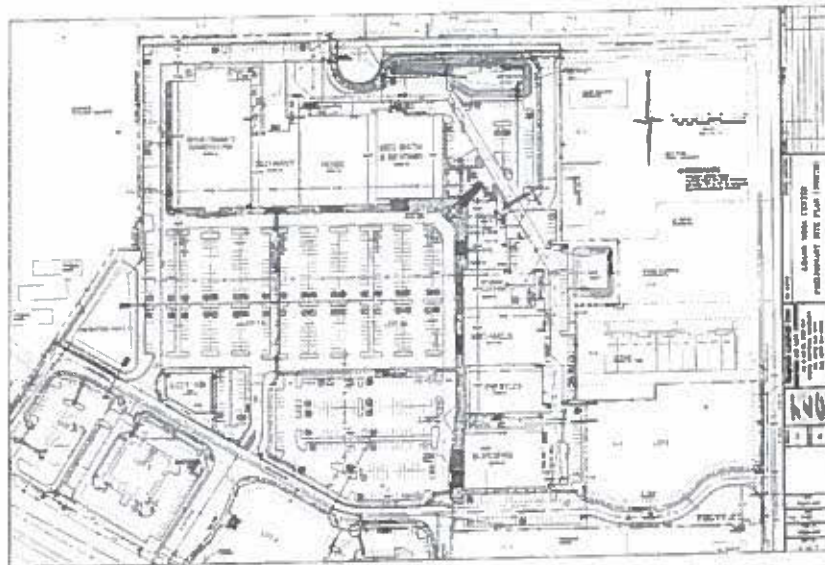
Lot 1 with anchor stores... future Lot 1A



Pad site... future Lot 1B

Background/Applicant's Request

- Location: 2464 Hwy 6 & 50
- Approved: June 22, 2001
- Request to revise Preliminary Plan Approval to allow Lot 1 to be subdivided into Lot 1A and Lot 1B



Consistency with Growth Plan

Review criteria of Sec. 2.8.B.2

- Request is consistent with goals and policies of Growth Plan
- Request meets Review criteria of Sec. 2.8.B.2 of the Zoning Code for Preliminary Plan Approval

Staff Recommendation

- Recommend approval with the findings that the request is consistent with the goals and policies of the Growth Plan, and the review criteria of Sec. 2.8.B.2 of the Zoning and Development Code

**GRAND JUNCTION PLANNING COMMISSION
OCTOBER 14, 2003 MINUTES
7:00 P.M. to 8:05 P.M.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 P.M. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul Dibble (Chairman), John Redifer, John Paulson, William Putnam, John Evans and Roland Cole. Bill Pitts was absent.

In attendance, representing the City's Community Development Department, were Bob Blanchard (Community Development Director), Scott Peterson (Associate Planner), Lori Bowers (Senior Planner) and Lisa Cox (Senior Planner).

Also present were John Shaver (Assistant City Attorney) and Eric Hahn (Development Engineer).

Terri Troutner was present to record the minutes.

There were approximately 19 interested citizens present during the course of the hearing.

I. APPROVAL OF MINUTES

Available for consideration were the minutes from the September 9, 2003 public hearing.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move for approval of the minutes as printed."

Commissioner Redifer seconded the motion. A vote was called and the motion passed by a vote of 4-0, with Commissioners Putnam and Paulson abstaining.

II. ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

III. CONSENT AGENDA

Offered for placement on the Consent Agenda were items PFP-2003-092 (Preliminary/Final Plan--Grand Mesa Center Revised), ANX-2003-197 (Zone of Annexation--Church on the Rock Annexation) and PP-2003-124 (Preliminary Plan--Forrest Estates Subdivision). No objection was raised from the audience, planning commissioners or staff on any of these items.

MOTION: (Commissioner Evans) "Mr. Chairman, I move we approve the Consent Agenda as it stands right now."

Commissioner Cole seconded the motion. A vote was called and the motion passed unanimously by a vote of 6-0.

City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 256-4031



RECORD OF DECISION

DATE: October 15, 2003
FILE: PFP-2003-092, Grand Mesa Center Revised
LOCATION: 2464 Hwy 6 & 50

PETITIONER: Michael Staenberg
Grand Mesa Center, LLC c/o THF Realty
2127 Innerbelt Business Center Dr., Ste. 200
St. Louis, MO 63114

REPRESENTATIVE: Jim Langford
Thompson-Langford Corp.
529 25 ½ Road
Grand Junction, CO 81505

PLANNER: Lisa E. Cox, AICP

REQUEST: Final Plat Approval to subdivide Lot 1 of the Grand Mesa Center

DECISION: **RECOMMENDATION OF APPROVAL**

In accordance with Section 2.8.C.3 of the Zoning and Development Code, the final plat to subdivide Lot 1 of the Grand Mesa Center has been approved. Approval is subject to the following conditions:

1. Signage requires a separate sign permit. All signage must comply with the sign allocation package for the Grand Mesa Center and sign regulations of the Zoning and Development Code, including clear site distance.
2. Lot 1 and the pad site proposed as Lot 1 B has dead or missing required landscaping materials. All required landscaping must be replaced before the plat will be recorded unless a Development Improvements Agreement has been accepted by the City.
3. Revise the CC&R's (if necessary) to address the shared responsibility of maintenance of the detention pond(s) for Lot 1B.

The following items must be completed before the plat may be recorded:

Submit a mylar of the final plat with owner's signatures, a computer disk with the plat information on it, and a check made payable to the City of Grand Junction for \$15.50 per plat page for reproduction costs. (The electronic version of the plat may be emailed to stevesm@ci.grandjct.co.us instead of submitting a



computer disk.) Please note that all property corner pins must be set in concrete and inspected by the City Property Agent before the plat can be recorded.

2. Submit signed original CC&R's, if applicable.

3. Updated title work not more than 90 days old.

4. If a Development Improvements Agreement is to be utilized for the landscaping materials, submit a fully executed Development Improvements Agreements (DIA) using the Community Development Department's most current form, with the appropriate guarantee (cash, letter of credit or disbursement agreement). The DIA must then be approved by the Development Engineer and Development Services Supervisor. The most current DIA form may be downloaded from the City's website at www.gjcity.org or www.ci.grandjct.co.us. Submit a completed and fully executed Recording Memorandum to record as evidence of the Development Improvements Agreement. (This saves having to record the entire DIA and supporting documents.)

5. Submit recording fees of \$5 per page for CC&R's and Recording Memorandum, \$10 per plat page for the final plat. In addition to the standard recording fees, the Mesa County Clerk & Recorder has implemented a new \$1 electronic filing surcharge per document beginning September 1, 2002. Please calculate your fees accordingly. The check for the recording fees should be made payable to Mesa County Clerk & Recorder.

6. Submit a check in the amount of \$6.00, payable to the City of Grand Junction, to record the instrument which will release the DIA when all improvements have been constructed and accepted by the City.

Please do not hesitate to contact me should you have any questions concerning this matter, or if I may be of further assistance. I can be reached at 970/256-4039.

Sincerely,

Lisa E. Cox

Lisa E. Cox, AICP
Senior Planner

cc: Rick Dorris, Development Engineer

H:Projects2003/PFP-2003-092/RecordofFinalGMC

PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

DATE: **OCT 14 2003**

TIME: 7:00 p.m.

PLACE: City Hall Auditorium, 250 North 5th Street

A petition for the following request has been received and tentatively scheduled for a public hearing on the date indicated above.

If you have any questions regarding this request or to confirm the hearing date, please contact the Grand Junction Community Development Department at (970) 244-1430 or stop in our office at 250 North 5th Street.

PFP-2003-092 – GRAND MESA CENTER
REVISED PLAN – 2464 Highway 6 & 50
Request approval to subdivide Lot 1 of Grand Mesa
Center into two lots.
Planner **Lisa Cox**



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

PRESORTED
STANDARD



RECEIVED
OCT 10 7 2003
COMMUNITY DEVELOPMENT
DEPT.

CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

From: "Jim Langford" <jlangford@tlcwest.com>
To: "Lisa Cox" <lisac@ci.grandjct.co.us>
Date: 10/21/03 12:48PM
Subject: RE: Lot 1, Grand Mesa Center

TKS
Jim

-----Original Message-----

From: Lisa Cox [mailto:lisac@ci.grandjct.co.us]
Sent: Tuesday, October 21, 2003 10:12 AM
To: jlangford@tlcwest.com
Subject: Re: Lot 1, Grand Mesa Center

Hi Jim,

You should be getting copies of the PC approval letter and the Final Plat approval letter this week. I think everything is good to go, subject to the dead or missing landscape materials being resolved. (The City will be looking for the dead or missing landscaping materials to either be replaced now or being guaranteed with a DIA prior to plat recordation.)

Sorry I didn't get back with you when I got back in the office yesterday, but my computer keyboard died for a while and I couldn't do any typing. Don't you just love technology?

Let me know if you have any questions about the letters of approval when you get them.

Lisa Cox, AICP
Senior Planner
970.256.4039

>>> "Jim Langford" <jlangford@tlcwest.com> 10/17/03 11:17AM >>>

Lisa,

The replat of Lot 1, Grand Mesa Center passed on the consent agenda Tuesday. What is the process from here. Do we bring the plat to you for recording or do we just record it ourselves.

Jim

From: Bob Blanchard
To: johnr@rubensteinre.com
Date: 12/15/03 5:37PM
Subject: Grand Mesa Center

John:

After your conversation with Kelly this morning, I was asked to look into the issue of the landscape DIA requirement at Grand Mesa Center - specifically pertaining to the lot that Sid is purchasing.

As I suspect you are aware, this development was at one time compliant with the landscape provisions of the Code. However, more recently, there have been instances of plants dying, being removed and not replaced.... The subdivision of the larger Lot 1 to create this lot that Sid is interested in has resulted in the requirement that the site come back into compliance with the Code. If it had not been for the subdivision process, a code enforcement action would have been initiated.

Developments have two choices - either comply with the Code or create a DIA to ensure that compliance will occur within a specified time. In this particular case, it's obvious that now is not the time to be planting. Plus, there was the implication in October that there may have been no intention of complying with the Code requirements at that time - thus the requirement for the DIA. As staff, we do not have the ability to arbitrarily ignore the Code requirements.

I have attached a letter from Lisa Cox, the project planner, to Michael dated October 15, 2003 noting that either landscaping must be replaced or a DIA needed to be completed before the plat can be recorded. It's my understanding that there had been no response to this letter or attempts to finalize the recording of the plat until just recently when Sid contacted Lisa about the DIA requirement. As you can see, the DIA is only one of 6 issues that must be addressed before the plat can be recorded.

I'd be glad to discuss this further if you'd like. However, I'll be in a number of meetings tomorrow (Tuesday) and will be out the remainder of the week visiting my father and sister. If you call on Tuesday, I will be sure to return your call. You can reach me at (970) 244-1448 or by email.

Bob Blanchard

CC: Kelly Arnold; Lisa Cox; Michael Staenberg; sid@brayandco.com

From: Lisa Cox
To: Squirrell, Sid
Date: 12/5/03 2:29PM
Subject: Grand Mesa Center

Hi Sid,

Here are the results of the plant inventory that you need for the lot split at Grand Mesa Center:

Pad site:

There is one mostly dead evergreen tree that needs to be replaced, and one missing evergreen (it died and was removed).

Sportman's Warehouse:

Eight missing trees (died and have been removed) on the west side of the building. I believe these were a Bradford Pear type of tree. Also, there is one dead evergreen, one missing evergreen and approximately 6 dead or missing shrubs on the western property line along the perimeter parking at Sportman's Warehouse that need to be replaced as well.

Parking area behind the "A" Shops:

Must replace the bent over Honey Locust tree. (Tree is bent at approximately 90 degrees.) This tree was healthy and viable when installed but has since deteriorated.

Behind Petco:

One missing evergreen tree on the south rim of the detention facility. (See hole in the ground for location.)

South side of Borders Music:

One dead tree (Bradford Pear type).

Salley Beauty Supply:

Two trees in the planter box: one is missing (see hole for location) and one is dead. Both trees appear to be a Bradford Pear type.

That is a total of 17 trees (of various types) and 6 shrubs that need to be replaced or guaranteed with a DIA. Should the new owner decide to provide a DIA, please have him use the new form which can be downloaded from the City's website.

Exhibit B should include the cost of plant materials, labor for installation and the City Security of 20% in Sec. G. Please include copies of bids as supporting documentation for Exhibit B (to expedite its review).

I hope that helps get things moving for you Sid. Let me know if you have any questions or if I can help in any other way.

Lisa Cox, AICP
Senior Planner
970.256.4039

From: Lisa Cox
To: Squirrell, Sid
Date: 1/14/04 10:10AM
Subject: Grand Mesa Center

Hi Sid,

I understand that you are out of town now so I thought I'd email you instead of leaving a voice message.

I got the plans that you left at the counter for me and will be sitting down to mark them up towards the end of the week. Why don't I leave them at the front counter for you to pick up at your convenience? I should have them ready to go by Friday morning.

I will have marked the approximate locations of all plant materials. If your landscape contractor has any questions after looking at the plans, please give them my name and number and have them call me.

Thanks Sid!

Lisa Cox, AICP
Senior Planner
970.256.4039

NOTICE TO CUSTOMERS
PURCHASE OF AN INDEMNITY BOND MAY BE
REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS
BANK WILL BE REPLACED OR REFUNDED IN THE
EVENT IT IS LOST, MISPLACED OR STOLEN.



0299

582508

5-709
110

Mesa National Bank

131 N. Sixth St. (970) 242-5211
Grand Junction, CO 81501

DATE January 29, 2004

REMITTER

Grand Mesa Center

Pay TO
THE
ORDER
OF

City of Grand Junction * * * * *

\$ 5,388.00

\$5,388.00

DOLLARS

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

OFFICIAL CHECK

DRAWER: MESA NATIONAL BANK
TWO SIGNATURES REQUIRED

DRAWER: TRAVELERS EXPRESS COMPANY, INC.
P.O. BOX 9478, MINNEAPOLIS, MN 55480
DRAWEE: BOSTON SAFE DEPOSIT & TRUST CO.
BOSTON, MASSACHUSETTS

[Signature] _____ MP
[Signature] _____ MP

⑈ 582508⑈ ⑆ 011007092⑆ 0160010365036⑈

SPIECKER, HANLON, GORMLEY & VOLKMANN, LLP
ATTORNEYS AT LAW

FRANK F. SPIECKER (RETIRED)
CLAY E. HANLON

JOHN P. GORMLEY
THOMAS C. VOLKMANN, P.C.

January 29, 2004

HAND DELIVERY

Ms. Lisa Cox, Planner
Community Development Department
THE CITY OF GRAND JUNCTION
250 North 5th Street
Grand Junction, Colorado 81501

Re: *Grand Mesa Center*

Dear Lisa:

At the request of John Rubenstein, I am delivering three (3) originals of the Development Improvements Agreement regarding Grand Mesa Center, along with an Official Check, #582508, issued by Mesa National Bank, in favor of the City of Grand Junction, in the amount of \$5,388.00.

Please call me if you have any questions regarding the enclosed documents.

Very truly yours,

SPIECKER, HANLON, GORMLEY &
VOLKMANN, LLP


THOMAS C. VOLKMANN

TCV:cez
Enclosures
cc: John Rubenstein

RECEIVED
JAN 30 2004
COMMUNITY DEVELOPMENT
DEPT.

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS & UTILITIES
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501
(970) 244-4003

TO THE MESA COUNTY CLERK & RECORDER:

THIS IS TO CERTIFY that the herein named Subdivision P

GMC REPLAT

Situated in the SE 1/4 NE 1/4 of Section 9

Township 1S, Range 1W,

of the UTE Principal Meridian in the City of Mesa, State of Colorado, has been reviewed under my d of my knowledge, satisfies the requirements pursuant the Zoning and Development Code of the City of Grand of subdivision plats in the office of the Mesa County

This certification makes no warranties to any person prepared to establish for the County Clerk and Recorder been obtained. This certification does not warrant: 1) to the land hereby platted nor the title or legal o errors and/or omissions, including, but not limited rights-of-ways and/or easements, whether or not c encumbrances, whether or not of record; 4) the qualific and/or any statement(s) or representation(s) made by the above-named subdivision plat.

Dated this 15TH day of MARCH, 2004.

City of Grand Junction,
Department of Public Works & Utilities

By: Tim Moore
TIM MOORE
Public Works Manager
City of Grand Junction

Recorded in Mesa County

Date: 3-23-04

Book: 3612 Page: 451

Drawer: 00-149

Janice Ward
CLK&REC Mesa County, CO
55 CITY OF GRAND JCT
ENV
2183000
Book 3612 Page 451
03/23/2004 08:44 AM 11.00
Rec Fee SurChg \$1.00

Janice Ward, Mesa Co. CLK & RFO
55 CITY OF GRAND JCT
Date: 03/23/2004 Time: 08:47
By: SAH Source: WI
Rec#: 10003763

RECORDING FEE	1 @ 11.00	11.00
TOTAL:		\$ 11.00
CHG (12702 thompson-langford)		11.00
CHANGE:		0.00

Thank You

2183000 BK 3612 PG 451
03/23/2004 08:44 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS & UTILITIES
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501
(970) 244-4003

TO THE MESA COUNTY CLERK & RECORDER:

THIS IS TO CERTIFY that the herein named Subdivision Plat,

GMC REPLAT

Situated in the SE 1/4 NE 1/4 of Section 9

Township 1S, Range 1W,

of the UTE Principal Meridian in the City of Grand Junction, County of Mesa, State of Colorado, has been reviewed under my direction and, to the best of my knowledge, satisfies the requirements pursuant to C.R.S. 38-51-106 and the Zoning and Development Code of the City of Grand Junction for the recording of subdivision plats in the office of the Mesa County Clerk and Recorder.

This certification makes no warranties to any person for any purpose. It is prepared to establish for the County Clerk and Recorder that City review has been obtained. This certification does not warrant: 1) title or legal ownership to the land hereby platted nor the title or legal ownership of adjoining; 2) errors and/or omissions, including, but not limited to, the omission(s) of rights-of-ways and/or easements, whether or not of record; 3) liens and encumbrances, whether or not of record; 4) the qualifications, licensing status and/or any statement(s) or representation(s) made by the surveyor who prepared the above-named subdivision plat.

Dated this 15TH day of MARCH, 2004.

City of Grand Junction,
Department of Public Works & Utilities

By: Tim Moore
TIM MOORE
Public Works Manager
City of Grand Junction

2183000 BK 3612 PG 451
03/23/2004 08:44 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00

Recorded in Mesa County

Date: 3-23-04

Book: 3612 Page: 451

Drawer: 00-149

SUBDIVISION *GMC Replat*

PLANNER *Lisa Cox*

ENGINEER *Rick Dorris*

DATE *3-23-04*

FILE *PFP-2003-092*

RECEPTION# *2183000*

BK/PG *3612, 451*

ZONE *C-2*

NEW RES LOTS *—*

NEW COM LOTS *—*

REPLAT/OTHER *1*

ACERAGE *19.477*

OWNER *Grand Mesa Center LLC*

LOCATION *2464 Highway 615*

SEC/TWP/RNG *9, T1S, R1W*

TCP *0*

TCP TOTAL

NO TCP REASON

SIF *0*

COUNCIL DISTRICT *"B"*

4

27 PAGE DOCUMENT

RECEIVED
FEB 04 2004

BOOK 3433 PAGE 434
2137767 07/29/03 0235PM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$135.00 SURCHG \$1.00

**AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Agreement") is made on this 31 day of May, 2003 (the "Effective Date"), by AIG BAKER GRAND JUNCTION, L.L.C., a Delaware limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of a tract or parcel of land located in Mesa County, Grand Junction, Colorado, on which Declarant has constructed a retail shopping center known as the "Grand Mesa Shopping Center," said parcel being referred to herein as the "Shopping Center", and being described on Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit C (as such site plan may be modified from time to time, the "Site Plan"); and

WHEREAS; Declarant is also the owner of a certain tract or parcel of land located adjacent to the Shopping Center, which Declarant intends to sell, said parcel being described on Exhibit B attached hereto and being shown as "Pad" on the Site Plan. Said property shall hereinafter be referred to as the "Pad"; and

WHEREAS, in order to facilitate the development of the Shopping Center and the Pad as an integrated commercial retail shopping center substantially as shown on the Site Plan, and to protect the retail character and intent of the development, Declarant hereby declares and imposes certain covenants, conditions and restrictions upon the Shopping Center and the Pad; and

WHEREAS, Declarant expressly intends that each covenant stated herein shall constitute a covenant running with the land, and shall inure to the equal benefit of the owner of the Shopping Center, and the owners of the Pad, and may inure to the benefit of any other entity which may acquire any interest, in whole or in part in the Shopping Center or the Pad, as the case may be.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Building.

"Building" shall mean any enclosed structure placed, constructed or located on the Property, which for the purpose of this Agreement, shall include any appurtenant canopies,

supports, loading docks, truck ramps and other outward extensions.

1.2 Building Areas.

"Building Areas" shall mean the limited areas of the Property within which Buildings are or may be constructed, placed or located.

1.3 Common Areas.

"Common Areas" shall mean all of the Shopping Center other than the Building Areas, as such areas may change from time to time. Those portions of the Building Areas on the Shopping Center which are not from time to time used or cannot be used for Buildings shall become part of the Common Areas for the uses permitted hereunder.

1.4 Declarant.

"Declarant" shall mean AIG Baker Grand Junction, L.L.C., and, after compliance with the notice requirements set forth in Section 7.1, its successors and assigns who become owners of all or any portion of the Shopping Center.

1.5 Floor Area.

"Floor Area" means the aggregate from time to time of the actual number of square feet of floor space in any Building designated or intended for use by an Owner or Occupant, whether or not actually occupied, measured from the exterior faces or the exterior lines of the exterior walls, store fronts, walls fronting on any enclosed malls or interior common area, corridors and service area (except party and interior common walls, as to which the center thereof instead of the exterior faces thereof shall be used). "Floor Area" shall include outdoor balconies, patios or other outdoor areas utilized for retail sales or food or beverage service (exclusive of any permitted drive through or walk-up, take-out food or beverage service).

1.6 Hazardous Materials.

"Hazardous Materials" shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

1.7 Improvements.

"Improvements" shall mean all Buildings and surrounding areas including without limitation all landscaping, entrances, exits, signs, driveways, parking areas and other improvements to be constructed or located on the Pad.



1.8 Occupant.

"Occupant" shall mean any Person, from time to time entitled to the use and occupancy of the Property, or any portion thereof, under an ownership right or any lease, sublease, license, concession or other similar agreement.

1.9 Owner.

"Owner" shall mean, as of any time, the fee simple owner of the Pad at such time, and, after compliance with the notice requirements set forth in Section 7.1, its successors and assigns who become owners of all or any portion of the Pad.

1.10 Party.

"Party" shall mean the Declarant and the Owner and, after compliance with the notice requirements set forth in Section 7.1, their respective successors and assigns who become owners of all or any portion of the Property. Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Party shall be released from the obligations of this Agreement arising subsequent to the effective date of the transfer notice.

1.11 Permittee.

"Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants, and concessionaires of Occupants and other persons who have business with owners of the Property insofar as their activities relate to the permitted use of such Property.

1.12 Person.

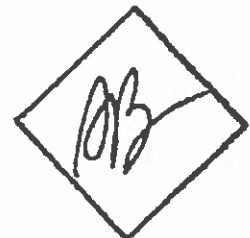
"Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business or government entity.

1.13 Property.

"Property" shall mean, collectively, the Shopping Center and the Pad.

1.14 Utility Lines.

"Utility Lines" shall mean those facilities and systems for the transmission of utility services, including drainage and storage of surface water.



EASEMENTS

2.1. Ingress, Egress and Parking.

During the term of this Agreement, each Party hereby grants and conveys to the other Party for its use and for the use of its Permittees, a non-exclusive, perpetual easement for the passage and parking of vehicles over and across the parking and driveway areas located on the Pad and in the Common Areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Pad and the Shopping Center, as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations, as well as other provisions contained in this Agreement:

(a) Declarant further reserves the right to close off the Common Areas for such reasonable period of time as may be legally necessary, in the opinion of Declarant or its counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that in no event shall any such closing prevent access to the Pad and prior to closing off any portion of the Common Areas, as herein provided, Declarant shall give written notice to the Owner of its intention to do so, and shall attempt to coordinate such closing with the Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; and

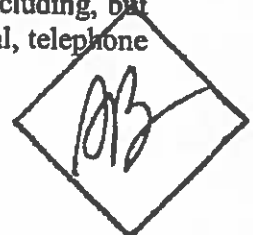
(b) The Owner further reserves the right to close off the parking and access areas located on the Pad for such reasonable period of time as may be legally necessary, in the opinion of the Owner or its counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that in no event shall any such closing prevent use of the Common Areas of the Shopping Center, and the Owner shall give written notice to Declarant of its intention to do so; and

(c) Each Party reserves the right to, at any time and from time to time, to exclude and restrain any Person who is not a Party or Permittee from using the Common Areas on the Shopping Center or the parking and access areas of the Pad, as the case may be; and

(d) In no event shall any Owner be entitled to store materials or personal property, or construct staging materials or construction facilities on, or park construction vehicles within, the Shopping Center without Declarant's prior written consent.

2.2 Utilities.

(a) Declarant hereby grants and conveys to the Owner a non-exclusive perpetual easement in, to, over, under, along and across those portions of the Common Areas (exclusive of any portion located within Building Areas) located on the Shopping Center necessary or desirable for the operation and use of Utility Lines serving the Pad, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone



and communication lines; provided, however, in no event shall the operation of any such Utility Line have a material, adverse impact on the Shopping Center.

(b) The Owner shall be responsible for all governmental impact fees due for its development on the Pad, and the Owner shall, at its sole cost and expense, be responsible for tap in/hook-up into the utilities upon payment by said Owner of the standard tap in/ hook-up fees to the respective utility providers.

2.3 Storm Water.

Declarant hereby grants and conveys to the Owner a non-exclusive perpetual right and easement to discharge surface storm drainage and/or runoff from the Pad over, upon and across the Common Areas of the Shopping Center and into the water collection, retention and distribution facilities, so long as such drainage shall not cause any damage to the Shopping Center or any improvements thereon.

**ARTICLE III
CONSTRUCTION**

3.1 General Requirements.

(a) All construction activities performed within the Pad shall be performed in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, workman like manner.

(b) The construction activities on the Pad, if any, shall not:

(i) unreasonably interfere with the use, occupancy or enjoyment of any part of the Shopping Center by any occupant thereof; and

(ii) cause any Building located in the Shopping Center to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof.

(c) The construction areas on the Pad shall be fenced or curbed and all access thereto shall be limited to the ingress/egress entrance closest to the Pad. Parking for all motor vehicles involved in the construction shall only be allowed to park within the confines of the Pad, or with the prior written permission of the Declarant, in a temporary staging area to be designated by Declarant on the Property. All construction on the Pad shall be conducted in a manner as to minimize any interference with the construction or operation of the Shopping Center.

(d) The Owner shall and agrees to defend, indemnify and hold harmless the Declarant from all claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), including liens, and any accident, injury or loss or damage



whatsoever occurring to any Person or to the property of any Person arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of the Declarant or its Permittees.

3.2 Building Restrictions.

No sign or Building constructed, placed or erected on the Pad shall (a) exceed a single story in height (not considering mezzanines) or exceed a maximum height of twenty-five (25) feet as measured from the finished floor level to the highest point on such building or structure (exclusive of height of all types of projections or architectural treatments or embellishments thereon, such as, without limitation, HVAC equipment, parapets, mansards, signs, satellite dishes and antennae, which shall not exceed twenty-six (26) feet); (b) contain architectural features in excess of twenty percent (20%) of the frontage of any applicable building; and (c) be located outside of the Permissible Building Area shown on the Site Plan attached hereto as Exhibit B. The Floor Area of any Building constructed on the Pad shall not exceed 6,500 square feet.

3.3 Signage.

(a) No free-standing signage shall be permitted on the Pad. All building-mounted signage to be located on any Building shall be in accordance with the sign criteria approved by the City of Grand Junction. Declarant shall approve all Pad signage prior to construction and installation as a part of the Plans (as hereinafter defined) in accordance with the provisions of Section 3.4 below. Such approval shall be conditioned upon the following requirements: (i) the signage must not obstruct the view of the Shopping Center; (ii) the signage must be architecturally compatible or harmonious with the architectural theme of the Shopping Center; (iii) the signage must meet the governmental and developmental requirements, including compliance with the approved sign criteria for the Shopping Center; and (iv) such signage shall not jeopardize Declarant's right to erect a monument or pylon sign for the Shopping Center. Owner shall remove any non-conforming signage upon written notice by Declarant.

3.4 Site Plan Approval.

(a) No initial construction of any Improvements, including any structure, building, fence, wall, parking area facility, landscaping, driveway or sign shall be initiated or begun upon the Pad without Declarant's prior written approval of the Plans (as hereinafter defined), and upon Declarant's approval of such Plans, any construction shall be effected substantially in accordance with such approved Plans (the "Approved Plans"). As used herein, the term "Plans" shall mean constructions plans, working drawings and specifications prepared under supervision of an architect and engineer licensed to practice architecture and engineering in the State of Colorado and shall include:

(i) A site plan showing location of all Buildings and other structures to be constructed on the Pad as well as location of all entrances, exits, signs, driveways, parking areas (including without limitation, parking space detail if applicable) and other pertinent material.

(ii) Complete details as to the grading, drainage, utility service, paving, exterior lighting, landscaping and screening.

(iii) Front, side and rear colored elevation drawings, including floor and roof plans, for all buildings and structures.

(iv) Wall sections.

(v) Detailed identification of construction materials and colors.

(vi) Detailed signage drawings, including color samples, for any signage to be located on the Building.

(b) Declarant reserves to itself the sole and exclusive authority to approve such Plans or to disapprove the same for initial consideration, and Declarant will disapprove such proposed Plans only if it deems, in its reasonable discretion, (i) that the Improvements (including landscaping) contemplated by the Plans are not in accordance with the construction standards or the requirements required by the applicable governing authority or by occupants or tenants in the Shopping Center, (ii) that the Improvements will detract from the attractiveness of the Shopping Center or will be unsuitable, undesirable or inappropriate for aesthetic reasons, (iii) that the exterior design, color scheme, finish, proportions or style of architecture of the proposed Improvements are not compatible with the improvements in the Center, or (iv) that the Plans do not include such information as is reasonably required by Declarant for the purposes of approving the proposed development of the Pad.

(c) The Owner shall provide Declarant with a minimum of two (2) sets of its Plans for Declarant's approval. Declarant shall have twenty (20) days from receipt of the Plans to approve or disapprove the Plans. Declarant shall approve the Plans by causing both sets of Plans to be initialed on its behalf and returning one (1) set of Plans to the Owner (the "Approved Plans"). If Declarant fails to respond either approve the Plans or reject the Plans within said twenty-day period, the Plans shall be deemed as approved by Declarant. If Declarant shall disapprove the Plans, it shall give its reasons therefore and the Owner shall not commence construction until the Plans have been revised so as to meet Declarant's reasonable objections or until Declarant and Owner mutually consult to establish Approved Plans for the proposed Improvements.

(d) The Owner shall construct the Improvements on the Pad in substantial compliance with the Approved Plans, subject to site modifications and zoning conditions. Declarant reserves the right to approve any material changes from the Approved Plans including but not limited to any material changes in the elevations and signage.

(e) In furtherance of the foregoing, but without limiting in any way the right of Declarant to approve all Plans as aforesaid, the foregoing standards shall be applicable:

(i) All exposed exterior surfaces of any Buildings on the Pad shall be properly finished prior to the occupancy or use of the same.



(ii) No used materials shall be incorporated in, on or into the exterior surfaces of any Buildings on the Pad without the express written consent of Declarant.

(iii) All Improvements on the Pad shall be construed and maintained at all times in accordance with all applicable building codes, ordinances, rules and regulations of all governmental authorities having jurisdiction therefor.

(iv) Storage tanks, cooling towers, vents, hoods, transformers, garbage dumpsters, loading docks and other loading and unloading facilities, and any other like structures or equipment located on the Pad shall be fully screened and hidden from public view.

(f) No provision or requirement set forth herein shall constitute Declarant as an agent of said Owner relating to the compliance of the Approved Plans with any laws, rules, orders, ordinances, directions, regulations, and requirements of any federal, state, county and municipal authorities, now in force or which hereafter be in force, including but not limited to the Americans with Disabilities Act or 1990. Such approval by Declarant shall be to insure that the Improvements do not violate the restrictions set forth herein and are reasonably architecturally harmonious with the Shopping Center.

(g) The parking and access area on the Pad shall be constructed substantially as shown on the Site Plan and shall not be altered in any manner without the prior written consent of Declarant.

ARTICLE IV

MAINTENANCE

4.1 Maintenance of The Pad.

(a) The Owner shall maintain or cause to be maintained, the Improvements on the Pad in good condition and repair. The minimum standard of maintenance for the Improvements on the Pad shall be comparable to the standard of maintenance currently existing at the Shopping Center and otherwise followed in other first class commercial shopping centers in the metropolitan Grand Junction, Colorado area. Notwithstanding the foregoing, the Improvements on the Pad shall be operated and maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances. All materials used in the repair and/or replacement of any Improvements shall be at least equal to the quality of the materials used originally and shall maintain the architectural and aesthetic harmony of the Shopping Center as a whole. The maintenance and repair obligation shall include, but not be limited to, the following:

(i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;



(ii) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Maintaining, cleaning and replacing any necessary directional, stop or handicapped signs or markers; restriping any parking lots and drive lanes located on the Pad as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks, if any;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(v) Maintaining all perimeter and exterior building walls, including, but not limited to, all parapets and retaining walls in a good condition and state of repair;

(vi) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and

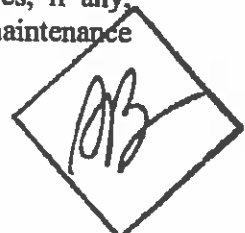
(vii) Maintaining elements of the storm drainage system.

(b) If any Building or other improvements on the Pad shall be damaged or destroyed by fire, casualty or any cause whatsoever, either in whole or in part, the Owner shall with due diligence remove any resulting debris, and either (i) repair, rebuild or replace the damaged or destroyed Buildings or other improvements or (ii) demolish the same and convert the areas formerly occupied thereby to landscaped areas consistent with the quality of other landscaping with the Shopping Center.

4.2 Maintenance Obligations for Common Areas.

(a) The Owner shall be obligated to make monthly payments to Declarant of its pro rata share of Declarant's continuing common area maintenance, real property taxes and assessments and public liability insurance with respect to the Common Areas of the Shopping Center. For purposes thereof, such items shall be incorporated as follows:

(i) **Common area maintenance ("CAM").** The total costs incurred in the normal administration, operation and preventive and corrective maintenance of the Common Areas of the Shopping Center, including without limitation and by example only: the cost and expense of maintaining, repairing, restriping, lighting, signing, cleaning, sweeping, painting, removal of snow, ice, trash, debris; the costs and expense for utilities used or consumed; the costs of landscaping, including watering, planting, replanting, and replacing flowers, trees, shrubs, and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used; the costs of capital expenses amortized over the useful life of the item; the repair or replacement of any paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items; security services, if any; property owner association fees, if any; the cost of personnel to implement maintenance



services; management fee; and an administrative fee equal to fifteen (15%) of the total cost of operating and maintaining the Common Areas.

(ii) **Real property taxes and assessments ("Taxes").** The total costs of any real property taxes and assessments (including without limitation sanitary sewer taxes, extraordinary or special assessments and all costs and fees (exclusive of any interest or late fees assessed for delinquent payment), reasonable attorney's fees incurred in contesting or negotiating the same with public authorities) levied or imposed or assessed against the Shopping Center during each calendar year. (Declarant shall use its best efforts to obtain a tax bill from the local taxing authority which bifurcates the land and the improvements).

(iii) **Public liability insurance ("Insurance").** The total cost total cost to Seller of all liability coverage carried by Seller with respect to the land which encompasses the Shopping Center.

(iv) **Owner's pro rata share ("Pro Rata Share").** An annual sum for the Owner's portion of the annual CAM, Taxes and Insurance limited to and determined by multiplying the applicable CAM, Taxes and Insurance by a fraction, the numerator of which shall be the square footage of all buildings constructed, placed or erected on the Pad, and the denominator of which shall be the square footage of the total leasable and/or occupiable area within the Property. The Pro Rata Share is subject to adjustment by Declarant based on the foregoing formula if the leasable and/or occupiable area of the Property is diminished by casualty, condemnation or similar takings or other events reducing the leasable and/or occupiable area or if the leasable and/or occupiable area is increased by additions to the Property.

(b) Unless agreed to otherwise, the payment of the Owner's Pro Rata Share shall commence on the earlier of (i) the day the initial Owner (other than Declarant) first opens its business to the public or (ii) one hundred eighty (180) days from the date of closing of the sale of the Pad from the original Declarant to the initial Owner (the "Commencement Date"), and shall continue thereafter. Declarant shall establish the fiscal year for determining the payment of each Owner's Pro Rata Share of CAM, Taxes and Insurance. Within thirty (30) days of the Commencement Date, and once per fiscal year thereafter, Declarant shall furnish the Owner with a statement stating the total budget for the Common Areas. At least once per fiscal year, Declarant shall have the right to adjust the Owner's Pro Rata Share by an amount not to exceed five percent (5%) of the total contribution made by the Owner in the previous fiscal period. The Owner shall pay to Declarant on the first day of each month during each calendar year the monthly installments of CAM, Taxes and Insurance based upon the amount of the Owner's Pro Rata Share. Declarant's failure to timely submit such budget or the annual statement shall not affect the Owner's obligation to pay it Pro Rata Share during any period.

4.3 Liens.

The Owner agrees to defend, indemnify and hold Declarant harmless from and against any mechanic's, materialman's and/or labor's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorneys' fees and court costs, arising out of the

maintenance and operation of the Pad, and in the event that the Shopping Center or any portion thereof shall become subject to such a lien, the Owner shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to the lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

ARTICLE V

OPERATION OF THE SHOPPING CENTER

5.1 Uses.

(a) The Pad shall be used for any lawful commercial retail purposes subject only to the restrictions set forth in this Agreement.

(b) During the term of this Agreement, no portion of the Pad shall be used for the uses or purposes as set forth in Exhibit C attached hereto.

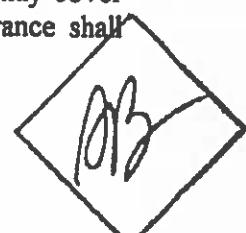
(c) At all time, the Pad shall be operated in compliance with all governing rules, regulations, codes and ordinances, including without limitation those rules regarding parking. At all times, the Pad shall be operated so that the Pad only requires the lesser of (a) 42 parking spaces (including the 12 parking spaces included and located within the Pad), as such number may be increased or decreased from time to time by Declarant as the leasable/occupiable square footage of the Shopping Center may correspondingly increase or decrease, or (b) the number of parking spaces required by governmental codes.

5.2 Taxes.

The Owner agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real and personal property taxes and assessments which are levied against the Pad.

5.3 Insurance/Indemnification.

The Owner shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, the Owner's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. The Owner shall also name Declarant as an additional insured on its general liability insurance and deliver to Declarant a certificate of insurance evidencing such prior to its entry onto the Property. The Owner shall provide to the Declarant its certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Owner which may cover other property in addition to the property covered by this Agreement. Such insurance shall



provide that the same may not be cancelled without thirty (30) days prior written notice to the Declarant.

The Owner covenants and agrees to defend, protect, indemnify and hold harmless Declarant from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorneys' fees and cost of suit) arising from or as a result of the injury to or death of any Person, or damage to property of any Person located on the Pad, except for claims caused by the negligence or willful act or omission of the Declarant or its Permittees.

5.4 Hazardous Materials.

As of the Effective Date, the Owner shall not use, or permit the use of Hazardous Materials on or about, under the Pad, or the Shopping Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all applicable federal, state and local laws governing the same. The Owner shall indemnify, protect, defend and hold harmless the Declarant from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, but not limited to, costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by such Owner, occurring after the Effective Date hereof, whether or not in the ordinary course of business.

ARTICLE VI

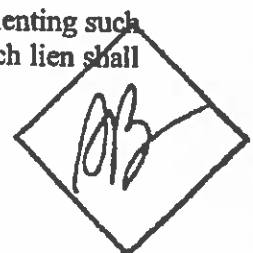
DEFAULT

6.1 Default.

If the Owner shall fail to perform any covenant or condition contained in this Agreement, the Declarant shall give the Owner at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default is not reasonably susceptible of being cured within said period of thirty (30) days, and said Owner shall have not in good faith have commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion), the Declarant may institute legal and/or equitable proceedings for full and adequate relief from the consequences of said default or threatened default.

6.2 Self-Help.

If the Owner fails to operate or maintain all or any portion of the Pad hereunder or defaults under any other obligations set forth in this Agreement, then the Declarant, after notice and time to cure as herein permitted, shall have the right (but not the obligation) to perform such obligations on behalf of the defaulting Owner and the defaulting Owner shall reimburse the Declarant performing the work within thirty (30) days of receipt of an invoice documenting such costs. Any such claim for reimbursements shall be secured by a lien on the Pad which lien shall



be effective upon recording of a notice thereof in the appropriate public records for Mesa County, Colorado. The lien shall be subordinate to any first mortgage/deed of trust then encumbering the Pad.

ARTICLE VII

MISCELLANEOUS

7.1 Notices.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt or (d) by legible facsimile (followed by hard copy delivered in accordance with the preceding subsections (a)-(c)), and such notices shall be addressed as follows:

To Declarant: AIG Baker Grand Junction, L.L.C.
 c/o AIG Baker Shopping Center Properties, L.L.C.
 1701 Lee Branch Lane
 Birmingham, AL 35242
 Attn: Legal Department
 Telephone No.: (205) 969-1000
 Facsimile No.: (205) 969-9467

or to such other address as the Parties may from time to time specify in writing to the other Party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Notices sent to a Party's designated counsel shall be deemed sent to the applicable Party. The address for the Owner shall be the address maintained by the Owner on file with the office of the County Assessor for delivery of ad valorem tax statements relating to the Pad, unless Declarant is otherwise notified. A Party transferring all or any portion of its interest in the Property shall give notice to the other Party(s) of such transfer and shall include therein at least the following information: (1) the name and address of the new Party; (2) a copy of the legal description of the portion of the Property transferred; and (3) in the case of an Owner, an agreement by the transferee Owner to assume all obligations which accrue during its period of ownership.

7.2 Estoppel Certificate.

Each Party agrees that upon written request not more than once per annum, it will issue to such Person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(a) whether it knows of any default under this Agreement by the requesting Person, and if there are known defaults, specifying the nature thereof;

A diamond-shaped box containing a handwritten signature that appears to be the initials 'AB'.

(b) whether the Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and

(c) whether this Agreement is in full force and effect.

7.3 Time.

Time is of the essence in the performance of each of the Owner's respective obligations contained herein.

7.4 Attorneys' Fees.

If either Party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs (including costs of any trial or appeal there from) and reasonable attorneys' fees and disbursements.

7.7 Governing Law; Jurisdiction and Venue.

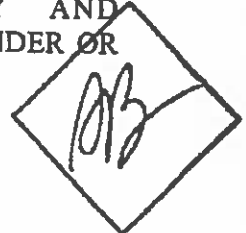
(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

(b) For the purposes of any suit, action or proceeding involving this Agreement, each Party hereby expressly submits itself to the jurisdiction of all federal and state courts sitting in the State of Colorado and consents that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and each Party agrees that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any Party. In furtherance of such agreement, each Party agrees upon the request of another Party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction.

(c) Each Party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the State of Colorado and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

7.8 Waiver of Trial by Jury.

EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR



BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

7.9 Rights of Successors.

The provisions of this Agreement will be binding upon Declarant and each Owner of the Pad, and their respective successors, heirs, assigns and mortgagees to the extent herein provided. Each covenant herein is made for the mutual and reciprocal benefit of the Pad and the Shopping Center and constitutes a covenant running with the land and binds every owner now having or hereinafter acquiring an interest in the Pad or the Shopping Center. This Agreement shall create privity of contract with and among Declarant and all grantees of all or any portion of the Property and their respective heirs, executors, administrators, successors and assigns. Each of the easements and restrictions created by this Agreement are appurtenant to the property to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to said property.

7.10 Severability.

The invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect the remaining covenants, conditions, restrictions or other provisions hereof, and the same shall remain in full force and effect.

7.11 Joint Venture.

Nothing herein shall be construed to make any Party a partner or party to a joint venture with any other Party, or to render any Party responsible or liable for the debts of any other Party. Nothing herein shall restrict a Party's right to sell, lease, mortgage or otherwise convey its interest in the Property; provided, however, upon any such conveyance, the successor in interest shall be subject to the terms, conditions and obligations set forth in this Agreement.

7.12 Modification.

This Agreement may be modified, or amended in whole or in part only by a written and recorded instrument recorded in said public records and signed by Declarant and each Owner owning the Pad upon the date of such recording.

7.13 Captions.

The captions and paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein stated.



7.14 Not a Dedication.

Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever. It is the intention of the Declarant that this Agreement be strictly limited to and for the purposes expressed herein.

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AB

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DECLARANT:

AIG BAKER GRAND JUNCTION, L.L.C.,
a Delaware limited liability company,

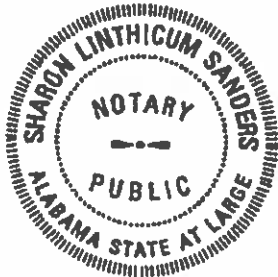
By: AIG Baker Shopping Center Properties, L.L.C.,
a Delaware limited liability company,
its sole member

By: *Alex D. Baker*
Alex D. Baker, President OR
W. Ernest Moss, Executive Vice President

ACKNOWLEDGMENT FOR DECLARANT

STATE OF ALABAMA)
) SS:
COUNTY OF SHELBY)

On this 1st day of May, 2003, before me appeared Alex D. Baker, to me personally known, who being by me duly sworn, did say that he is the President of AIG Baker Shopping Center Properties, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, the sole member of AIG Baker Grand Junction, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware and that said instrument was signed and sealed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.



Sharon Linticum Sanders
Print Name: Sharon Linticum Sanders
Notary Public, State at Large, Alabama
My Commission Expires: 4-11-07

AB

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Lot 1 of Grand Mesa Center, as recorded on August 14, 2001, in Plat Book 18, pages 217-219 at reception # 2010354, Mesa County, Colorado records,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Beginning at a point on the South line of said Lot 1, whence the Westerly corner of said Lot 1 bears North 59°51'47" West, a distance of 265.39 feet; Thence 67.79 feet along the arc of a 49.50 foot radius non-tangent curve to the right, through a central angle of 78°27'49", with a chord bearing North 09°05'42" West, a distance of 62.61 feet; Thence North 30°08'13" East tangent to said curve, a distance of 7.57 feet; Thence 9.90 feet along the arc of a 9.50 foot radius tangent curve to the right, through a central angle of 59°44'02", with a chord bearing North 60°00'14" East, a distance of 9.46 feet; Thence North 89°52'15" East, a distance of 168.88 feet; Thence 6.28 feet along the arc of a 4.00 foot radius tangent curve to the right, through a central angle of 90°00'00", with a chord bearing South 45°07'45" East, a distance of 5.66 feet; Thence South 00°07'45" East tangent to said curve, a distance of 107.94 feet; Thence 17.08 feet along the arc of a 29.50 foot radius tangent curve to the right, through a central angle of 33°10'12", with a chord bearing South 16°27'21" West, a distance of 16.84 feet; Thence South 33°02'27" West tangent to said curve, a distance of 16.13 feet; Thence 30.22 feet along the arc of a 24.50 foot radius tangent curve to the right, through a central angle of 70°40'11", with a chord bearing South 68°22'32" West, a distance of 28.34 feet, to the South line of said Lot 1; Thence along the South line of said Lot 1, North 59°51'47" West, a distance of 156.47 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE PAD

A parcel of land situated in Lot 1 of Grand Mesa Center, according to the plat recorded at Reception No. 2010354 of the Mesa County records, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the South line of said Lot 1, whence the Westerly corner of said Lot 1 bears North 59°51'47" West, a distance of 265.39 feet; Thence 67.79 feet along the arc of a 49.50 foot radius non-tangent curve to the right, through a central angle of 78°27'49", with a chord bearing North 09°05'42" West, a distance of 62.61 feet; Thence North 30°08'13" East tangent to said curve, a distance of 7.57 feet; Thence 9.90 feet along the arc of a 9.50 foot radius tangent curve to the right, through a central angle of 59°44'02", with a chord bearing North 60°00'14" East, a distance of 9.46 feet; Thence North 89°52'15" East, a distance of 168.88 feet; Thence 6.28 feet along the arc of a 4.00 foot radius tangent curve to the right, through a central angle of 90°00'00", with a chord bearing South 45°07'45" East, a distance of 5.66 feet; Thence South 00°07'45" East tangent to said curve, a distance of 107.94 feet; Thence 17.08 feet along the arc of a 29.50 foot radius tangent curve to the right, through a central angle of 33°10'12", with a chord bearing South 16°27'21" West, a distance of 16.84 feet; Thence South 33°02'27" West tangent to said curve, a distance of 16.13 feet; Thence 30.22 feet along the arc of a 24.50 foot radius tangent curve to the right, through a central angle of 70°40'11", with a chord bearing South 68°22'32" West, a distance of 28.34 feet, to the South line of said Lot 1; Thence along the South line of said Lot 1, North 59°51'47" West, a distance of 156.47 feet to the Point of Beginning.

Containing 0.500 acres, more or less.

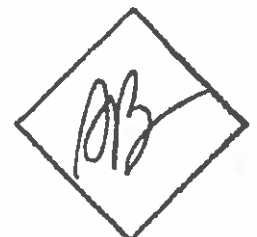
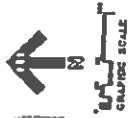



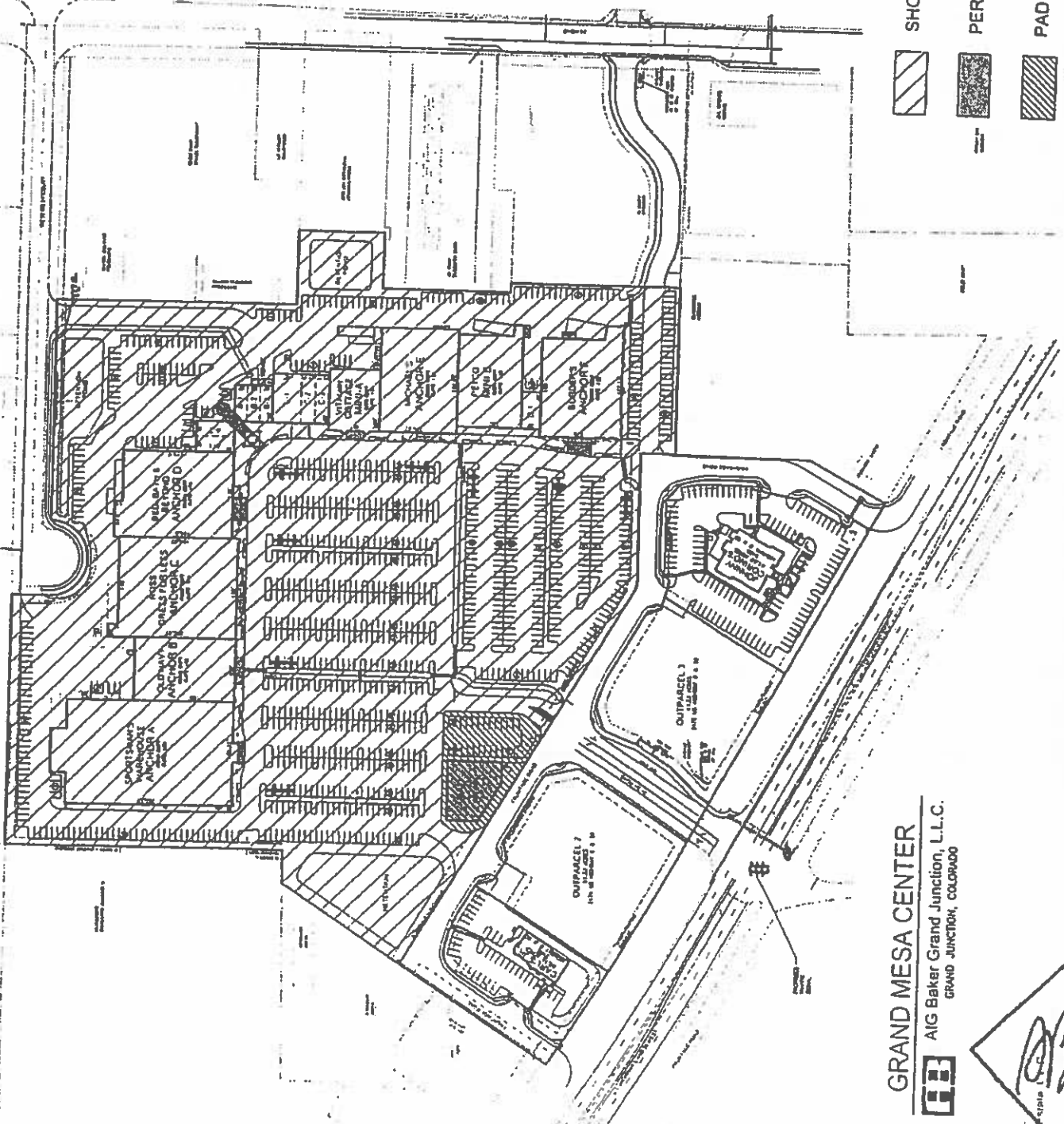


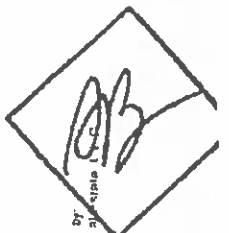
EXHIBIT C
SITE PLAN



-  SHOPPING CENTER
-  PERMISSIBLE BUILDING AREA FOR PAD
-  PAD



GRAND MESA CENTER
AIG Baker Grand Junction, L.L.C.
GRAND JUNCTION, COLORADO



RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

EXHIBIT D

PROHIBITED USES

A. **Bed, Bath & Beyond ("BB&B"):** For so long as BB&B, its successors or assigns, leases or occupies property in the Grand Mesa Center ("Shopping Center"), no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse.
2. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
3. Any "second hand" store, "surplus" store;
4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
6. Any fire sale, bankruptcy sale (unless pursuant to a court), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
7. Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted, so long as its on-site premises are located more than 150 feet away from the BB&B Premises as shown on the Site Plan attached hereto);
8. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
9. Any bowling alley or skating rink;
10. Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;
11. Any living quarters, sleeping apartments, or lodging rooms;
12. Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
13. Any mortuary or funeral home;
14. Any "Pornographic Use", which shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination or photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto; the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example,

Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder; or massage parlor;

15. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
16. Any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption (except as incidental to a family-oriented, sit-down restaurant such as TGI Fridays, Red Lobster, and Bennigans, to the extent permitted hereunder);
17. Any catering or banquet hall;
18. Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
19. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center;
20. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
21. Any unlawful use;
22. Any pawn shop, gun shop, or tattoo parlor;
23. Any church or other place of religious worship;
24. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
25. Any carnival, amusement park or circus;
26. Any medical clinics or medical offices;
27. Any supermarket (except to the extent permitted below);
28. Any office use;
29. A hotel/motel;
30. A daycare center;
31. Veterinary office, except as may be incidental to a full-line pet and pet supply store operating in at least 15,000 square feet of Floor Area; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas of the Shopping Center and will promptly remove any "dog dirt" from the Common Areas of the Shopping Center;
32. Children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's");
33. Karate center;
34. Movie theater;
35. An upscale, boutique-type food store of the normally operated in the State of Colorado (such as, by way of example, Zagara's, Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 20,000 square feet of Floor Area;
38. Health spa, exercise facility or similar type business.

B. Ross Stores, L.P. ("Ross"): For so long as Ross, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. A tavern, bar, nightclub, discotheque or any other establishment whose primary use is selling alcoholic beverages for on-premises consumption, this restriction shall not prohibit alcoholic beverage sales in connection with a full service restaurant;
2. A carnival, circus, bowling alley, skating rink, off track betting facility; billiard parlor, pool hall or game room, however, this restriction shall not prohibit a full service children's theme restaurant from offering a playroom;
3. A dry cleaning plant or central laundry or Laundromat; provided, however, a drop off / pick-up service will be permitted;
4. A massage parlor;
5. A manufacturing, distilling, refining, smelting, agricultural, or mining operation;
6. A mortuary or funeral home;
7. A mobile home sales facility, car sales facility, car wash, a labor camp, junkyard or stockyard;
8. For any operation in connection with the collection, compacting, incineration, reduction or recycling of garbage;
9. An adult type bookstore or other establishment selling, displaying or exhibiting pornographic materials or providing adult type entertainment or displays of a variety involving or depicting nudity or lewd acts;
10. A head shop selling drug-related paraphernalia;
11. An educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers unless such students can be parked solely on the Pad;
12. A church, place of worship, meeting hall or other place of public assembly;
13. For residential use;
14. For a flea market, second hand store, pawn shop or junk yard;
15. For any use that emits an obnoxious odor, noise, or sound which can be heard or smelled outside the Pad; or
16. For any use that would violate the law (including, without limitation, applicable zoning and building codes, rules and regulations), or would require parking beyond the boundaries of the Pad or the Shopping Center.

C. Border, Inc. ("Borders"): For so long as Borders, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

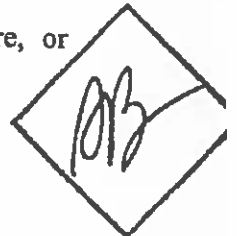
1. flea market;
2. swap shop or "outlet store" selling merchandise that is used, damaged or discontinued;
3. bowling alley;
4. arcade;



5. game room;
6. skating rink;
7. billiard room;
8. massage parlor;
9. adult book store;
10. bar, tavern, pub or restaurant occupying more than two thousand five hundred (2,500) square feet of space or having an entrance within two hundred (200) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
11. ballroom, dance hall, discotheque;
12. barber college;
13. theater having a customer entrance or exit within three hundred (300) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
14. health club having a customer entrance or exit within three hundred (300) feet of the entrance to the Border's premises as shown on the Site Plan attached hereto;
15. offices (other than a full service bank office, savings and loan association office or credit union);
16. place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers;
17. funeral parlors;
18. facility for the sale of paraphernalia for use with illicit drugs;
19. off-track betting parlor;
20. carnival, amusement park or circus;
21. new or used car dealership;
22. gas station; or
23. auto repair shop

D. **Michael's Stores, Inc. ("Michael's"):** For so long as Michael's, its successors or assigns, leases or occupies property in the Shopping Center, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. funeral establishments;
2. automobile sale, leasing, repair or display or used car lot, including body repair facilities;
3. auction or bankruptcy sale;
4. pawn shop;
5. outdoor circus, carnival or amusement park, or other entertainment facility;
6. outdoor meetings;
7. bowling alley;
8. primarily pool or billiard establishment;
9. shooting gallery;
10. off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. refinery;
12. adult bookstore or facility selling or displaying pornographic books, literature, or



- videotapes materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor;
13. any residual use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
 14. theater;
 15. auditorium, meeting hall, ballroom, school or other place of public assembly;
 16. unemployment agency, service or commission;
 17. gymnasium, health club, exercise or dance studio;
 18. dance hall;
 19. cocktail lounge, bar, disco or night club;
 20. bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
 21. video game or amusement arcade, except as an incidental part of another primary business;
 22. skating or roller rink;
 23. car wash, car repair or car rental agency;
 24. second hand store, auction house, or flea market;
 25. restaurant, unless the Pad has self-contained parking; or
 26. non-retail use

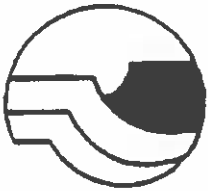
E. Without Declarant's prior written consent, no portion of the Pad may be sold, leased, occupied or used for any of the following uses or operations that may produce or are accompanied by the following characteristics:

1. any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse provided, that the foregoing shall not prohibit odors and noises typical of a restaurant operation; or
2. any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
3. any "second hand" store, "surplus" store;
4. any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
5. any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
6. any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
7. any central laundry, dry cleaning plant, or laundromat;
8. any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;

9. any bowling alley or skating rink;
10. any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;
11. any living quarters, sleeping apartments, or lodging rooms;
12. any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below);
13. any mortuary or funeral home;
14. any "Pornographic Use", which shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or un-rated by the Motion Picture Rating Association, or any successor thereto; the parties hereto acknowledge and agree the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder; or massage parlor;
15. any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
16. any bar, tavern, or other establishment selling alcoholic beverages for on- or off-premises consumption (except as incidental to a family-oriented, sit-down restaurant such as TGI Fridays, Red Lobster, and Bennigans);
17. any catering or banquet hall;
18. any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
19. any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business on the Pad;
20. any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;
21. any pawn shop, gun shop, or tattoo parlor;
22. any church or other place of religious worship;
23. any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
24. any carnival, amusement park or circus;
25. any medical clinics or medical offices;

26. any supermarket (except to the extent permitted below);
27. any office use, unless Declarant's prior written consent is provided;
28. hotel/motel;
29. daycare center;
30. veterinary office, except as may be incidental to a full-line pet and pet supply store operating in a least 15,000 square feet of floor area; such occupant shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Pad and the Common Areas and will promptly remove any "dog dirt" from the Property;
31. children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's");
32. karate center;
33. movie theater;
34. an upscale, boutique-type food store of the normally operated in the State of Colorado (such as, by way of example, Zagara's Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 20,000 square feet of Floor Area;
35. health spa, gymnasium, exercise facility or similar type business;
36. a manufacturing, distilling, refining, smelting, agricultural, or mining operation;
37. a mobile home sales facility, car sales facility, car wash, a labor camp, junkyard or stockyard;
38. for any operation in connection with the collection, compacting, incineration, reduction or recycling of garbage;
39. for any use that would violate the law (including, without limitation, applicable zoning and building codes, rules and regulations).





Mesa County Public Works Department
Building Inspection Division

750 Main Street • P.O. Box 20000 • Grand Junction, Colorado 81502-5005 • Ph. (303) 244-1631

2165461 12/10/03 1046AM
JANICE WARD CLK&REC MESA COUNTY CO

CERTIFICATE OF NON COMPLIANCE

OF THE INTERNATIONAL BUILDING CODE, 2000 EDITION
OF THE INTERNATIONAL RESIDENTIAL CODE, 2000 EDITION

PERMIT NUMBER: 85076 ISSUE DATE: 06/18/2002

PROPERTY OWNER: GRAND MESA CENTER LLC

ADDRESS: 02464 HIGHWAY 6 AND 50

DESCRIPTION OF PERMITTED WORK:
free standing sign

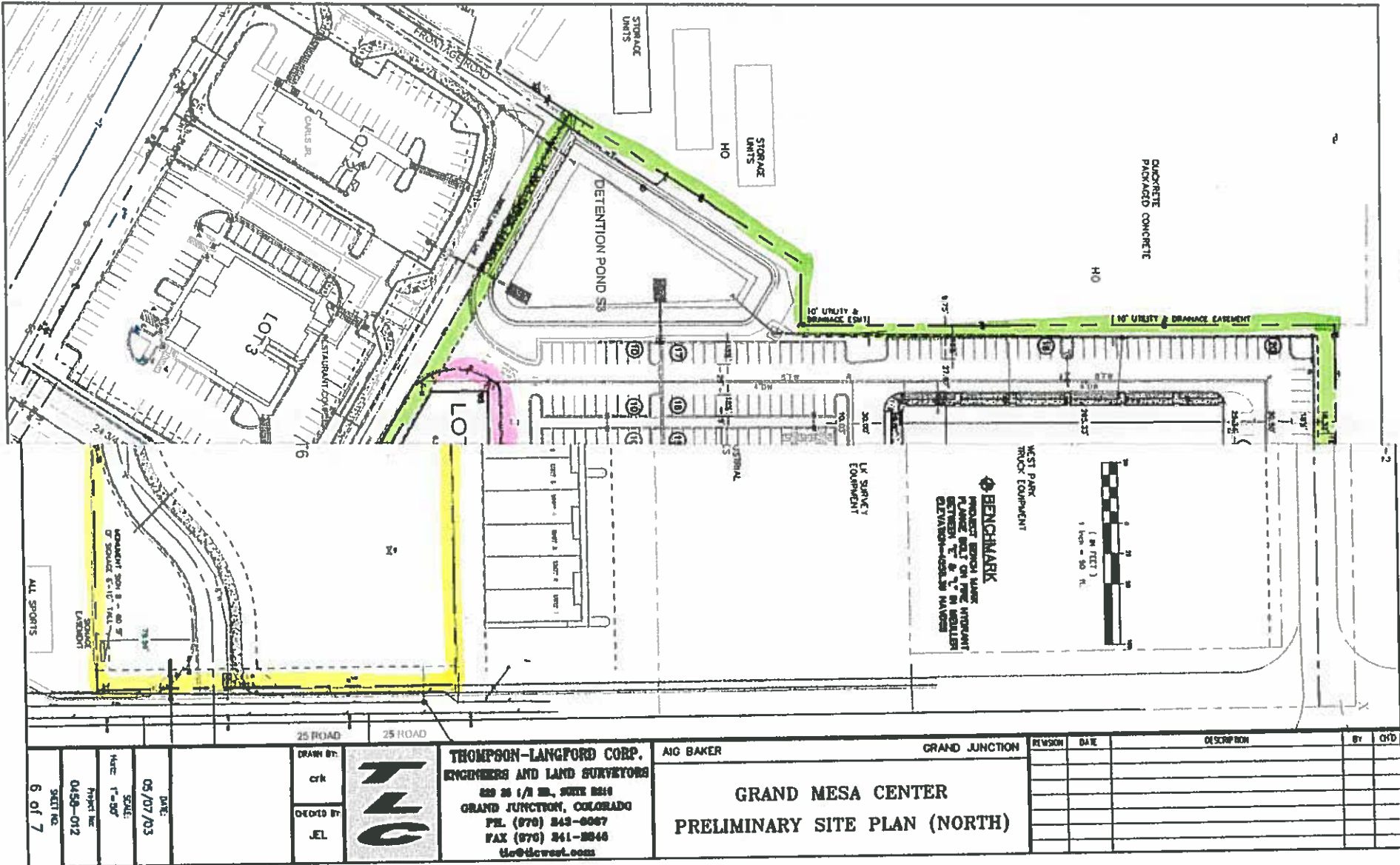
DATE OF LAST INSPECTION: 06/02/2003

Under the provision of the International Building Code, 2000 Edition Section 105.5, or the International Residential Code, 2000 Edition Section R105.5, the above permit is declared null and void by expiration. Any recommencement of work shall require the issuance of a new permit.



Mesa County Building Department

PLEASE RETURN TO THE BUILDING DEPARTMENT



REVISION	DATE	DESCRIPTION	BY	CHKD

DRAWN BY: **crk**
 CHECKED BY: **JEL**

THOMPSON-LANGFORD CORP.
 ENGINEERS AND LAND SURVEYORS
 220 26 1/2 RD., SUITE 2510
 GRAND JUNCTION, COLORADO
 PH. (970) 843-0067
 FAX (970) 841-8848
 tlco@tlco.net

AIG BAKER
 GRAND JUNCTION
GRAND MESA CENTER
PRELIMINARY SITE PLAN (NORTH)

DATE: **05/07/03**
 SCALE: **1"=50'**
 PROJECT NO: **0458-012**
 SHEET NO: **6 of 7**

20859

City of Grand Junction

Department of Community Development

Date 3-22-04

Payee Name Thompson-Langford Corp

Address, City, State, Zip 529 25 1/2 Rd Unit B210

Telephone 243-6067

Project Address/File/Name Gmc Replat

* PLEASE CIRCLE ALL THAT APPLY

DESCRIPTION *	AMT	DESCRIPTION *	AMT
DEVELOPMENT PROJECTS		PERMITS	
100-321-43195-13-109465 (DEV)		100-321-43195-13-124415 (PERMIT)	
Rezoning, GPA		Temporary Use Permit	
Conditional Use		Sign Permit/Clearance (#)	
Major Sub-ODP, Prelim, Final		Fence Permit (#)	
Simple Subdivision		Home Occupation Permit	
PDR - ODP, Prelim, Final		Special Events Permit (#)	
ROW / Easement Vacation		↓ Main Street Banner Permit	
Replat / Property Line Adj		OTHER	
Variance		School Impact 701-905-43994 (SLD)	
Site Plan Review		Drainage 202-61314-43995-30 (DRAIN)	
Minor Change		TCP 2071-61314-43993-30 (TCP)	
Change of Use		Cash in Lieu of Half Street (General) 207-61314-43991-30	
Floodplain Permit		Cash in Lieu of Half Street (River Rd & D Rd) 204-61314-43991-30-F04600	
↓ Revocable Permit		Sign Dep 100-21090-131840 (SIGN)	
PLANNING CLEARANCE (#)		100-61120-43365-30 Manuals, Copies, etc.	15.50
100-321-43195-13-124450 (PLAN)		100-321-43195-13-129515 (MANUAL)	

Treasurer Receipt No. MAR 22 2004 TOTAL \$ 15.50

(White: Customer) (Canary: Finance) (Pink: Planning) (Goldenrod: File)

Wachovia Securities
Commercial Real Estate Services
NC 1075
8739 Research Drive - URP4
Charlotte, NC 28288-1075

GMC Replot



Fax

WACHOVIA SECURITIES

Date 3/22/2004

To Jamie B Kreiling

Company City of Grand Junction, Colorado

Fax 970-244-1456

Pages 2, including cover

From Greg Blake

Regarding Grand Mesa Center



Corporate & Investment Banking
 Commercial Real Estate Services
 8739 Research Drive, URP4
 Charlotte, NC 28262-1075

March 22, 2004

VIA FACSIMILE, at 970.244.1456

Jamie B. Kreiling, Staff Attorney
 City of Grand Junction, Colorado
 250 North 3th Street
 Grand Junction, CO 81501

**Re: Grand Mesa Center, L.L.C. (the "Borrower")
 Wachovia Loan No. 34-3000837**

Dear Jamie

LaSalle Bank National Association, as Trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2003-C8, Commercial Mortgage Pass-Through Certificates, Series 2003-C8 (the "Lender") is the current holder of the loan in the principal amount of \$20,000,000 made to Borrower by Lehman Brothers Bank, FSB (the "Original Lender"). The Loan is secured by that certain Deed of Trust and Security Agreement dated as of July 28, 2003 and filed in the Mesa County Recorder's Office (the "Registry") in Book 3433, Page 465. The Original Lender subsequently assigned its interest in the Loan and all Loan Documents (as defined in the Mortgage) to the Lender. Wachovia Bank, National Association is the Master Servicer of the Loan pursuant to that Pooling and Servicing Agreement dated as of November 11, 2003.

Two documents evidence the assignment from the Original Lender to the Lender:

- 1) Assignment/Transfer of (Lien of) Mortgage/ Deed to Secure Debt/ Beneficial Interest Under Deed of Trust dated as of July 22, 2003 and effective as of November 25, 2003, and recorded on March 4, 2004 in the Registry in Book 3600, Page 782; and
- 2) Assignment of Assignment of Lease and Rents, dated as of July 22, 2003 and effective as of November 25, 2003, and recorded on March 4, 2004 in the Registry in Book 3600, Page 787.

Pursuant to the request by the City of Grand Junction, Colorado, this letter is authorization by Wachovia Bank, National Association, as the Master Servicer, allowing the City of Grand Junction to insert a reference on that certain GMC Replat: AG Baker Grand Junction L.L.C. dated as of April 18, 2003, and last revised February 19, 2004, to the page and reference number for the security interest, that number being Book 3433, Page 465. If you have any questions, please contact me at 704.593.7875.

Respectfully,

Gregory Blake
 Vice President, Senior Portfolio Manager
 Wachovia Securities

COMMUNITY
DEVELOPMENT

March 23, 2004

Michael H. Staenberg
Grand Mesa Center, LLC
c/o THF Realty
2127 Innerbelt Business Center Drive
Suite 200
St. Louis, MO 63114

Re: Grand Mesa Center
Replat of Lot 1 and Landscaping DIA

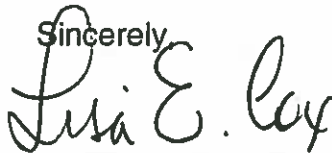
Dear Mr. Staenberg:

This is to advise you that the plat to subdivide Lot 1 of the Grand Mesa Center has been recorded, and that I am in receipt of the Development Improvements Agreement (DIA) to guarantee the outstanding landscape deficiencies for this site.

Once the landscaping items have been addressed, please contact me so that a final inspection can be scheduled and the DIA and financial guarantee released.

Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,



Lisa E. Cox, AICP
Senior Planner

H:Projects2003/PFP-2003-092/MS32304



Plat recorded
3-16-04
Ex. B for DIA
is non-std.

AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.

1701 LEE BRANCH LANE
BIRMINGHAM, ALABAMA 35242
PH: (205) 969-1000

REVISED PRELIMINARY PLAN

FOR LOT 1A & LOT 1B -- FORMERLY LOT 1

GRAND MESA CENTER MAY 7, 2003



VICINITY MAP

NO.

SHEET 1 OF 3
SHEET 2 OF 3
SHEET 3 OF 3

REVISED PRELIMINARY

SHEET 6 OF 7
SHEET 7 OF 7

FINAL PLAT

SHEET 1 OF 1
SHEET 1 OF 1

TITLE

COVER
EXISTING CONDITIONS
LOT 1B SITE & GRADING PLAN

PRELIMINARY SITE PLAN (NORTH)
PRELIMINARY SITE PLAN (SOUTH)

GMC REPLAT
AS-BUILT SURVEY

BUILDING DATA	
SPORTSMAN'S WAREHOUSE	45,250 SF
OLD NAVY	16,000 SF
ROSS STORES	30,161 SF
ED. BATH & BEYOND	24,884 SF
MICHAEL'S	20,374 SF
BORDERS	20,700 SF
VITAMIN COTTAGE	8,000 SF
PETCO	15,000 SF
SMALL SHOPS	15,410 SF
PAD SITE	6,927 SF
TOTAL CENTER GLA	202,691 SF
PARKING DATA	
TOTAL SPACES PROVIDED	1024 SPACES (5.0/1000)
TOTAL SPACES REQUIRED	800 SPACES (1.0/225)
SHOPPING CENTER ACRAGE	28.57± ACRES

UTILITY VENDORS

ONEST	2824 BUCHMANN GRAND JUNCTION, CO 81505	(970) 244-4721	MAX WARD
PUBLIC SERVICE CO.	2538 BUCHMANN GRAND JUNCTION, CO 80805	(970) 244-2898 (970) 344-2890	GAS GARY LEWIS ELEC BOB MADIS
GRAND JUNCTION DRAINAGE DISTRICT	722 23 ROAD GRAND JUNCTION, CO 81505	(970) 242-4343	JOHN BALLADH
UTE WATER	565 25 ROAD GRAND JUNCTION, CO 81505	(970) 242-7491	ED TOLEN
CITY OF GRAND JUNCTION UTILITIES	230 N. 5TH STREET GRAND JUNCTION, CO 81501	(970) 244-1590	TRENT PRALL
CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT	230 N. 5TH STREET GRAND JUNCTION, CO 81501	(970) 244-1430	KATHY PORTNER
COLORADO DEPARTMENT OF TRANSPORTATION	222 6TH STREET #317 GRAND JUNCTION, CO 81501	(970) 248-7215	RESIDENT ENGINEER
BRESMAN COMMUNICATIONS (CATV)	2502 FORESIGHT CIRCLE GRAND JUNCTION, CO 81505	(970) 245-8750	GLEN VANDILL
CITY OF GRAND JUNCTION FIRE DEPARTMENT	330 S. 8TH STREET GRAND JUNCTION, CO 81501	(970) 244-1473	NORM NOBLE
UTILITY NOTIFICATION CENTER OF COLORADO (UNCC)		(800) 922-1987	

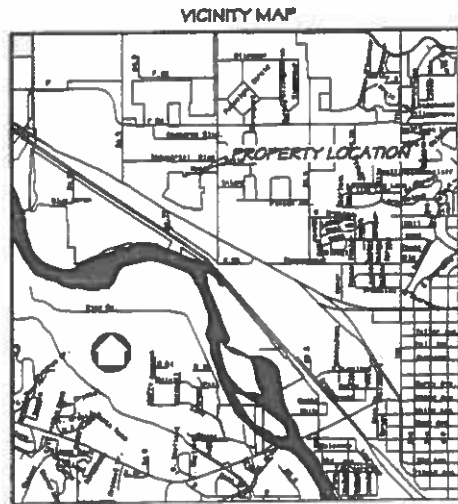
THOMPSON-LANGFORD CORP.
529 25 1/2 RD., SUITE B210
GRAND JUNCTION, COLORADO
PH. (970) 243-8067

JOB NO. 0458-012

According to the FEMA Flood Insurance Rate Map, panel No. 080117 0003E and 080117 0008E, dated July 13, 1992, this property does not lie within any designated flood zone.

GMC REPLAT

A REPLAT OF LOT 1, GRAND MESA CENTER
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



● FOUND/SET #5 REBAR/ALUM CAP
- THOMPSON-LANGFORD CORP
PLS 18478

LOT 1B LINE/CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
L1	168.88'			N89°52'15"E	9.46'
C1	9.90'	9.50'	59°44'02"	N60°00'14"E	9.46'
L2	7.57'			N30°08'13"E	62.61'
C2	67.79'	49.50'	78°27'49"	S09°09'42"E	62.61'
L3	148.57'			N59°51'47"N	28.34'
C3	30.22'	24.50'	70°40'11"	N68°22'32"E	16.84'
L4	16.13'			S33°02'27"W	16.84'
C4	17.08'	29.50'	33°10'12"	N18°27'21"E	5.86'
L5	107.94'			S00°07'45"E	5.86'
C5	6.28'	4.00'	90°00'00"	S45°07'45"E	5.86'

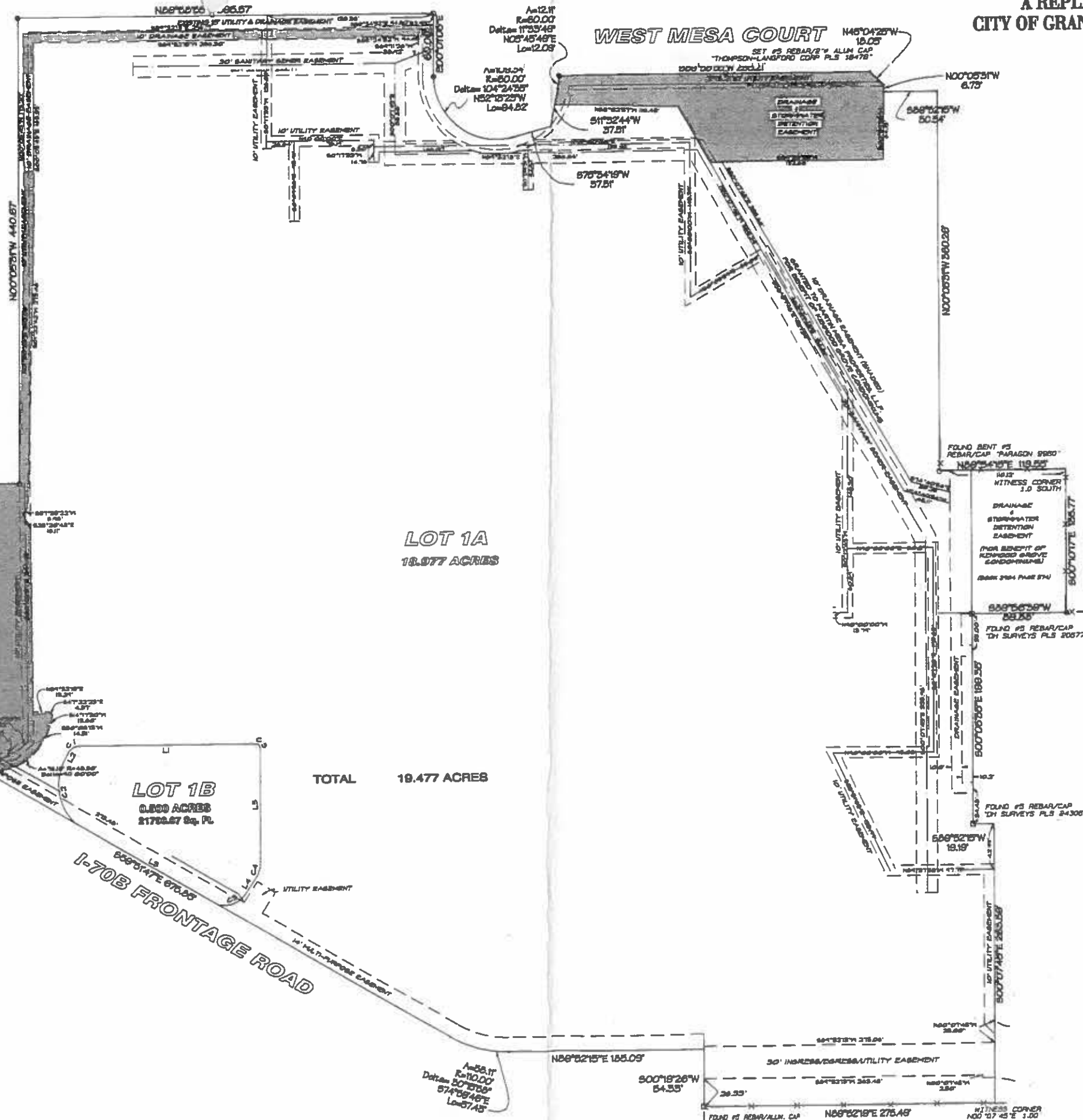
Bearings based on the west line of Lot 1 Grand Mesa Center
060°08'31"W monumented on survey of Grand Mesa Center
with #5 rebar and #2 aluminum cap PLS 18478.

SURVEYOR'S STATEMENT:

I, Dennis R. Shelton, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of GMC REPLAT a subdivision of a part of the City of Grand Junction, Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. The plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development Code and the applicable laws of the State of Colorado to the best of my knowledge and belief.

Dennis R. Shelton,
Colorado PLS 16478

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



TOTAL 19.477 ACRES

NOTE: All easements hereon are existing easements from the plat of the Grand Mesa Center.

STATEMENT OF DEDICATION AND OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, AIG Baker Grand Junction, LLC, a Delaware limited liability company, is the owner of that real property in the County of Mesa, State of Colorado, described as Reception No. 202867 of the records of the Mesa County Clerk and Recorder, and as shown on the accompanying plat, said property being more particularly described as follows:

LOT 1 GRAND MESA CENTER AS RECORDED ON PLAT THEREOF RECEPTION #201084

That said owner has by these presents laid out, platted and subdivided the above described real property as shown hereon, and designates the same as GMC REPLAT, a subdivision of the City of Grand Junction, Mesa County, Colorado. Said owner further certifies that all tenures are represented hereon.

IN WITNESS WHEREOF said owner has caused its name to be hereunto subscribed:

By: AIG Baker Shopping Center Properties, LLC,
a Delaware limited liability company
its member

By: _____
Its _____

State of _____
County of _____

This Statement of Dedication and Ownership was acknowledged before me by _____ on behalf of AIG Baker Shopping Center Properties LLC, on this _____ day of _____, 2008 for the abovesaid purposes.

Notary Public: _____
My Commission expires: _____

DECLARATION OF COVENANTS
This property is subject to the terms of the covenants, conditions, and restrictions contained in an instrument recorded in Book 2904 of Page 884, and First Amendment recorded in Book 3121 of Page 828.

CITY APPROVAL

This plat of GMC REPLAT, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved this _____ day of _____, 2008.

City Manager: _____ Mayor: _____

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at _____ o'clock _____ M., this _____ day of _____, 2008, and is duly recorded in Plat Book No. _____ Page _____ as Reception No. _____ Drawer No. _____ Fee: _____

Clerk and Recorder of Mesa County

GMC REPLAT
AIG BAKER GRAND JUNCTION LLC

SECTION: 3614 N E1/4 S 9 T38N R 1 W MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - B-210 (970) 243-6057
Grand Junction CO 81506 www.tlcorp.com

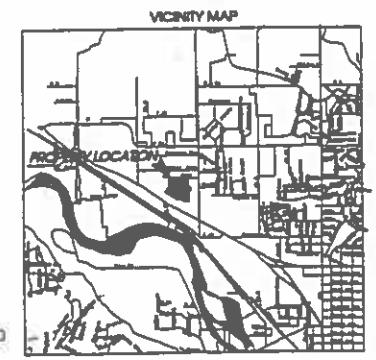
Date of Survey: Apr 18, 2005 Field Surveyor: DRS Revision Date: May 8, 2005
Drawn: BKS Checked: DRS Approved: DRS Job No. 0388-012
tl\survey\0488.drbaker\012\replat.plt Sheet 1 of 1

AS-BUILT SURVEY

LOT 1 GRAND MESA CENTER

CITY OF GRAND JUNCTION

MESA COUNTY, COLORADO



Bearings based on the west line of Lot 1 Grand Mesa Center (N07°54'18" W) monumented on survey of Grand Mesa Center with 1/2" rebar and 3" aluminum cap PLS 18478.

PROPERTY DESCRIPTION
 LOT 1, GRAND MESA CENTER, ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 2010354 OF THE MESA COUNTY RECORDS, MESA COUNTY, COLORADO.

The undersigned hereby certifies to AIG Baker Grand Junction, LLC, its successors and assigns, and Abstract & Title Company of Mesa County, Inc., its successors and assigns, that to the best of the undersigned's knowledge and belief, (i) the survey (the "survey") to which this certificate is attached, was prepared by the undersigned, a Registered Professional Land Surveyor, and was actually made by instrumental survey upon the ground; (ii) the survey and the information, including bearings and dimensions shown, are correct; (iii) the size, location, of buildings structures and improvements are as shown; (iv) said buildings, structures and improvements constitute all of the improvements on said premises and all are within the boundary lines of the property; (v) building locations comply with the setback requirements for the zoning listed herein; (vi) based upon a careful physical inspection of the premises, there are no encroachments or right-of-way encroachments by improvements located on adjacent property or uses affecting this property or easement areas unless clearly indicated otherwise on the survey; (vii) there are no encroachments by any of the improvements located on the premises onto adjacent property or onto easement areas unless clearly indicated on the survey; (viii) the survey indicates all utility services required for the operations of the premises which enter the premises through public streets, or show the point of entry and location of any utilities which pass through or are located on adjoining land; (ix) the survey shows the locations and directions of all storm drainage systems for collection and disposal of all roof and surface drainages; (x) the parcel described herein does not lie within any flood hazard areas in accordance with the FEMA Flood Insurance Rate Map, panel No. 080117 0003C and 080117 0003E, dated July 15, 1992, the premises do not lie within any designated flood zone; (xi) this survey is made in accordance with the "Minimum Standard Detail Requirements for Land Title Surveys" jointly established and adopted by ALTA and ACSM in 1999.

Dennis R. Shelhorn P.L.S. 18478

being a Professional Land Surveyor in the State of Colorado
 There are 978 designated nominal 9' wide x 18' deep parking spaces on this property, and 32 designated handicap parking spaces.

This parcel is within the city limits of the City of Grand Junction. According to the City of Grand Junction Zoning and Development Code this parcel is zoned C-2 (General Commercial). Setbacks and bulk requirements for the C-2 zone are as follows:

Minimum setbacks:	15/25 Front	0/0 Side	10/10 Rear
(Principal/accessory bldg)			
Max. floor area ratio:	2.00		
Max. height:	40 ft.		

Buildings are shown along foundation walls. All construction is concrete block masonry walls on concrete foundation.

This survey does not constitute a title search by this surveyor or Thompson-Langford Corporation. All information regarding ownership, rights-of-way, easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Abstract & Title Company of Mesa County, Inc., No. 00808866 C, dated March 7, 2003.

The locations of underground utilities as shown herein are based on visible evidence from above ground structures, markings by the respective utility companies and/or their locator services, and plan drawings for construction of utilities on the premises. No excavations were made during this survey to determine exact locations and depths of underground utilities and structures. Actual locations may vary slightly from those as shown herein and additional underground utilities may exist.

Note: All easements herein are as shown on plat of Grand Mesa Center. Some dimensions along easements dedicated on plat of Grand Mesa Center have been omitted for clarity. Refer to recorded plat of Grand Mesa Center for these dimensions.

- LINETYPE LEGEND**
- X—X— FENCE
 - DHP— OVERHEAD UTILITY LINE
 - S— NATURAL GAS LINE
 - W— WATER LINE
 - E— UNDERGROUND ELECTRIC
 - S— SANITARY SEWER
 - T— UNDERGROUND TELEPHONE
 - D— STORM DRAINS

GRAND MESA CENTER HOLDINGS
 BOOK 1988 PAGES 488-489
 (COMMERCIAL/INDUSTRIAL)

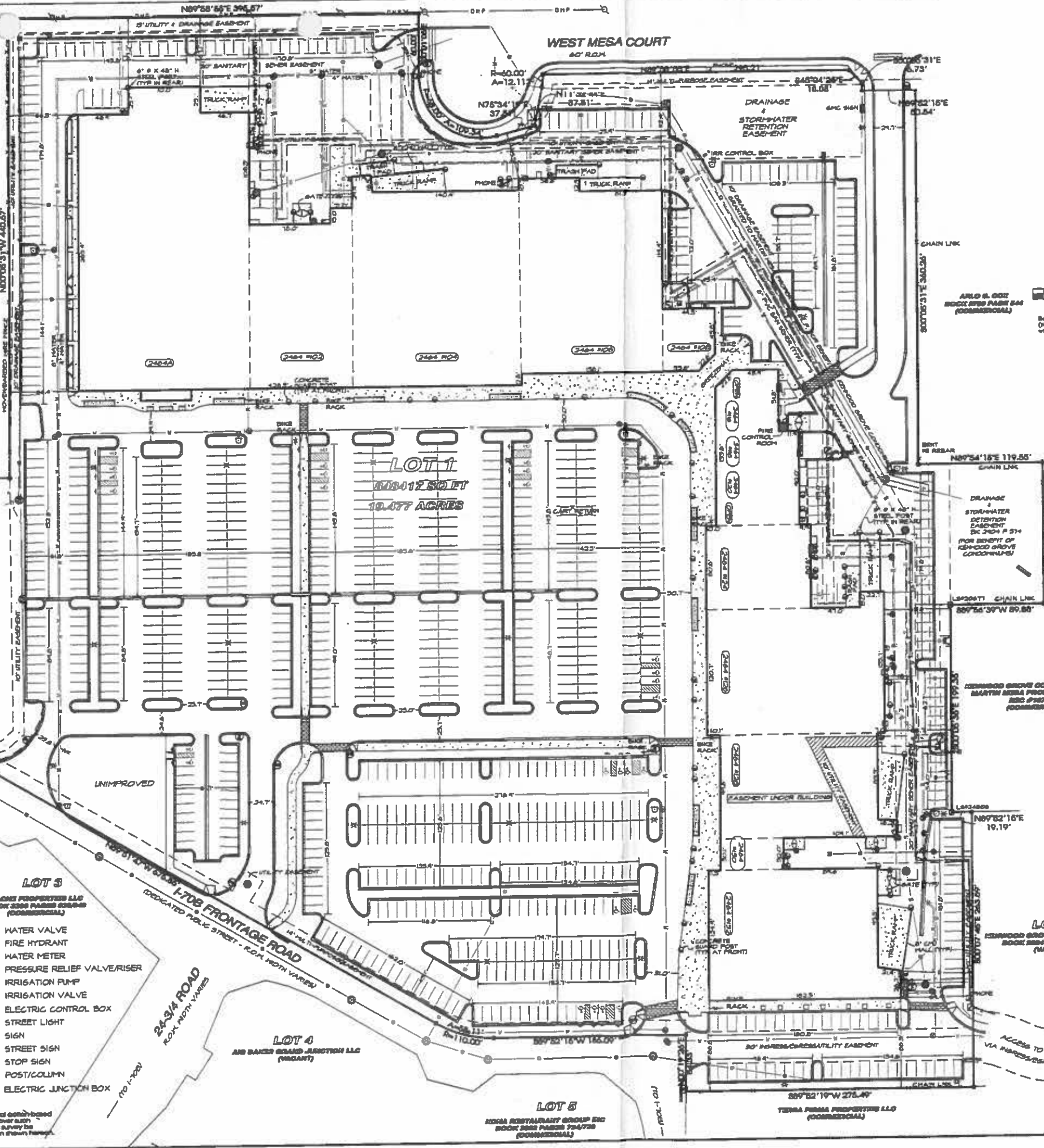
BECK HILL - FAITH HILL
 BOOK 1988 PAGES 488-489
 (COMMERCIAL)

OVERHEAD POWERLINE
 TRANSFORMER POLE
 (POSSIBLE EASEMENT)

LOT 2
 BOOK 1988 PAGES 488-489
 (COMMERCIAL)

- LEGEND**
- FOUND ALUMINUM MONUMENT AS NOTED
 - FOUND REBAR & CAP AS NOTED
 - SET #5 REBAR/CAP PLS 18480
 - △ CONTROL POINT
 - ▽ POWER POLE
 - × DOWN GUY ANCHOR
 - ELECTRIC TRANSFORMER
 - ELECTRIC METER
 - ★ SODIUM VAPOR LIGHT ON CONCRETE BASE (TYP)
 - GAS METER
 - UTILITY VAULT/MANHOLE
 - SANITARY SEWER MANHOLE
 - SEWER CLEANOUT
 - STORM MANHOLE
 - STORM SEWER CURB INLET
 - STORM SEWER AREA INLET
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - PRESSURE RELIEF VALVE/RISER
 - IRRIGATION PUMP
 - IRRIGATION VALVE
 - ELECTRIC CONTROL BOX
 - STREET LIGHT
 - SIGN
 - + STREET SIGN
 - STOP SIGN
 - POST/COLUMN
 - ELECTRIC JUNCTION BOX

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification of this survey.



AS-BUILT SURVEY

AIG BAKER

SECTION: 2E1/4 NE1/4	R9	TWHP: 1	SO4	RANGE: 1	WEST	MERIDIAN: UTE
THOMPSON-LANGFORD CORPORATION						
820 25 1/2 ROAD - B-210 (970) 243-6067						
Grand Junction CO 81505 tl@thomson.com						
Date of Survey: Apr 16, 2003	Field Surveyor: DGF	Revision Date: May 8, 2003				
Drawn: DRB	Checked: KBT	Approved: DRB	Job No. 0458-013			
E:\Survey\0458 aigbakerv0131.plt.pro			Sheet 1 of 1			

May 6, 2004

Re: PFP-2004-092
Replat of Lot 1, Grand Mesa Center

To Whom It May Concern:

This is to advise that the required landscaping for the Grand Mesa Center to replat Lot 1 has been completed, inspected and accepted.

The Development Improvements Agreement for the required landscaping will be released and returned to the applicant.

Please do not hesitate to contact me should you have any questions concerning this matter. I may be reached at lisac@gjcity.org or at 970.256.4039.

Sincerely,



Lisa E. Cox, AICP
Senior Planner

H:Projects2003/PFP-2003-092/ApprovalLtr

*DIA and financial guarantee
returned to Tom Volkman 5/10/04.*

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are Grand Mesa Center L.L.C ("Developer") and the **City of Grand Junction, Colorado** ("City").

For valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Community Development Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as Grand Mesa Center has been reviewed and approved under Community Development file # ARE 2000 - 225 ("Development" or "the Development").

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and limiting the harmful effects of substandard development.

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property.

The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and City's land development ordinances and regulations.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-site ~~and off-site improvements~~ listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector and attorney in directing, advising, correcting and enforcing by means other than

litigation, this agreement and/or the approved development plan. Making disbursements and calling/collecting Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys' / litigation fees.

3b. The scope of this project is such that the City may have to engage independent consultants(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$ 5,388.00 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, ~~a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.~~



Select one: Cash Letter of Credit (LOC) Disbursement Agreement

5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.

6. **Warranty:** The Developer shall warrant the Improvements for one year following Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ N/A (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."

7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned ("the Abandonment Period").

7c. The Commencement date and the Completion Date are as follows:

Commencement Date: January 27, 2004
Completion Date: One Year There after

8. Compliance with Law: The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

9. Notice of Defect: The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

10. Acceptance of Improvements: The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Acceptance").

11. Reduction of Security: Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of \$ N/A (Line G1, Exhibit B, Total Improvement Costs).

11a. At the written request of the Developer, the City shall execute a certificate verifying Acceptance of the Improvement and thereafter waiving its right to draw on the Guarantee to the extent of such amount. A Developer in default under this Agreement has no right to such certification.

12. Use of Proceeds: The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.

13. Events of Default: The following conditions, occurrences or actions shall constitute a default by the Developer:

13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;

13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;

13c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.

13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.

13f. Notification to the City from the bank issuing the Guarantee that it will not renew the Guarantee at a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.

13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

14. Measure of Damages: The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to



contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

15. City's Rights Upon Default: When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City improvements disbursement agreement.

15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.

15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

16. Indemnification: The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.



16b. The Developer is not an agent, partner, joint venturer or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

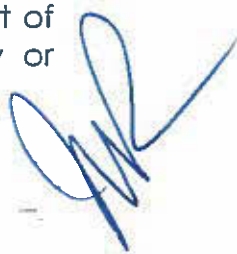
20. **Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement(s), promise(s) or inducements(s) that is/are not contained in this Agreement shall be binding on the parties.

22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.

23. **Time:** For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.

24. **Severability:** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or



unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

25. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

25a. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property.

25b. There is no prohibition on the right of the City to assign its rights under this Agreement.

25c. Upon written request from the Developer the City shall expressly release the original Developer's Guarantee and/or contract obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. When the City has issued its Acceptance regarding the Improvements, the City agrees to state the same in writing, with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

26. **Notice:** Any notice required or permitted by this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

If to Developer:	Grand Mesa Center L.L.C.	Name -Developer/Company
	C/O Rubenstein Real Estate Co., LC	Address (Street and Mailing)
	4350 Shawnee Mission Parkway #159	
	Shawnee Mission, KS 66205	City, State & Zip Code
	(913) 362-1999	Telephone and Fax Numbers
	(913) 362-1969	
	johnr@rubensteinre.com	E-mail

Cc: Thomas C. Volkmann, Esq.
 Spiecker, Hanlon, Gormley & Volkmann, LLP
 620 Alpine Bank Building
 225 North 5th Street
 Grand Junction, CO 81502

If to City: Office of the City Attorney
 250 North 5th Street
 Grand Junction, CO 81501

Cc: Community Development Department
250 North 5th Street
Grand Junction, CO 81501

27. **Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.

28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

(i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;

(ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;



(iii) provides written evidence to the City Attorney that the title to lands underlying the improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and
(iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City-approved plans and specifications.

By: Grand Mesa Center L.L.C.


Developer _____ Date _____
John L. Rubenstein Member

Name (printed)

Corporate Attest:

Name _____ Date _____

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501


Community Development Dept. _____ Date _____
Date _____

6/13/2003

Exhibit A

Lot 1

GRAND MESA CENTER, according to the Plat recorded at Reception No. 2010354 of the Mesa County Records, Mesa County, Colorado;

TOGETHER WITH and Ingress/Egress/Utility Easement and Sign Easement across Lot 6 of GRAND MESA CENTER, as shown on the recorded Plat of said GRAND MESA CENTER

A handwritten signature in blue ink, consisting of stylized, cursive letters that appear to be 'JMR'.

From: "Lisa Cox" <lisac@ci.grandjct.com>
To: <sid@gjcommercial.com>
Sent: Friday, December 05, 2003 2:29 PM
Subject: Grand Mesa Center

Hi Sid,

Here are the results of the plant inventory that you need for the lot split at Grand Mesa Center:

Pad site:

There is one mostly dead evergreen tree that needs to be replaced, and one missing evergreen (it died and was removed).

Sportman's Warehouse:

Eight missing trees (died and have been removed) on the west side of the building. I believe these were a Bradford Pear type of tree. Also, there is one dead evergreen, one missing evergreen and approximately 6 dead or missing shrubs on the western property line along the perimeter parking at Sportman's Warehouse that need to be replaced as well.

Parking area behind the "A" Shops:

Must replace the bent over Honey Locust tree. (Tree is bent at approximately 90 degrees.) This tree was healthy and viable when installed but has since deteriorated.

Behind Petco:

One missing evergreen tree on the south rim of the detention facility.

(See hole in the ground for location.)

South side of Borders Music:

One dead tree (Bradford Pear type).

Salley Beauty Supply:

Two trees in the planter box: one is missing (see hole for location) and one is dead. Both trees appear to be a Bradford Pear type.

That is a total of 17 trees (of various types) and 6 shrubs that need to be replaced or guaranteed with a DIA. Should the new owner decide to provide a DIA, please have him use the new form which can be downloaded from the City's website.

Exhibit B should include the cost of plant materials, labor for installation and the City Security of 20% in Sec. G. Please include copies of bids as supporting documentation for Exhibit B (to expedite its review).

I hope that helps get things moving for you Sid. Let me know if you have any questions or if I can help in any other way.

Lisa Cox, AICP
Senior Planner
970.256.4039

EXHIBIT "B"

1 OF 2

LIQUI GREEN, INC.
 Lawn Care
 "Come Grow With Us"

January 22, 2004

John Rubinstein
 Rubinstein Real Estate
 4350 Shawnee Mission Park, Suite 159
 Shawnee Mission, KS 66205

TREE AND SHRUB INSTALLATION - GRAND MESA CENTER - GRAND JUNCTION

Liqui Green will install:

- 12- 1 3/4" caliper Deciduous Trees @ \$250.00 = \$3000.00
- 5 - 6' Evergreen Trees @ \$250.00 = \$1250.00
- 6- Miscellaneous Shrubs @\$40.00 = \$240.00

TOTAL \$4,490.00


Price includes all labor, installation, soil amendments and a **one** year guarantee.

Please call if you have any questions.



Ed Schlagel
Liqui Green, Inc.

Acceptance of Proposal

John Rubinstein  Date 1/27/04

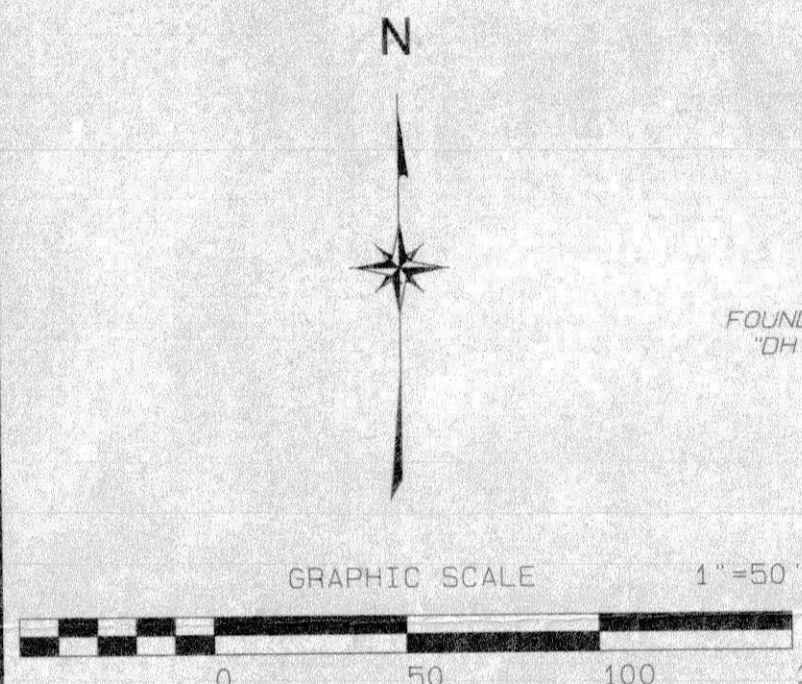
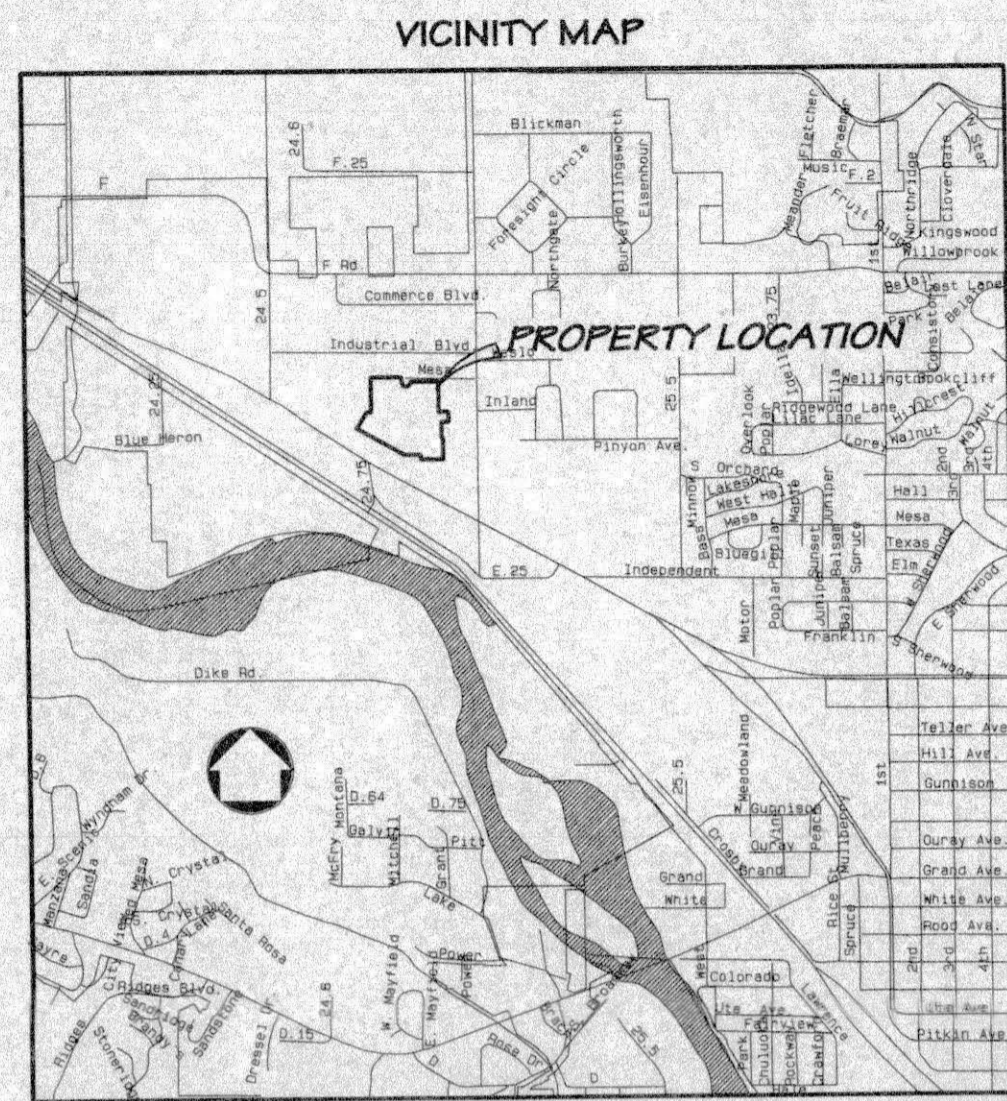
Ed Schlagel  Date 1-23-04

EXHIBIT "B" 20F2

GMC REPLAT

A REPLAT OF LOT 1, GRAND MESA CENTER

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



FOUND/SET #5 REBAR/ALUM CAP
"THOMPSON-LANGFORD CORP
PLS 18478"

CURVE SYMBOLS/ABBREVIATIONS:
A: ARC LENGTH
R: RADIUS
Delta: DEFLECTION/INTERIOR ANGLE
CHD BRG: BEARING OF LONG CHORD
LC: LENGTH OF LONG CHORD

LOT 1B LINE/CURVE TABLE

LINE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
L1	168.88			N89°52'15"E	
C1	9.90	9.50	59°44'02"	N60°00'14"E	9.46
L2	7.57			N30°08'13"E	
C2	67.79	49.50	78°27'49"	S09°05'42"E	62.61
L3	148.57			N59°51'47"W	
C3	30.22	24.50	70°40'11"	N68°22'32"E	28.34
L4	16.13			S33°02'27"W	
C4	17.08	29.50	33°10'12"	N16°27'21"E	16.84
L5	107.94			S00°07'45"E	
C5	6.28	4.00	90°00'00"	S45°07'45"E	5.66

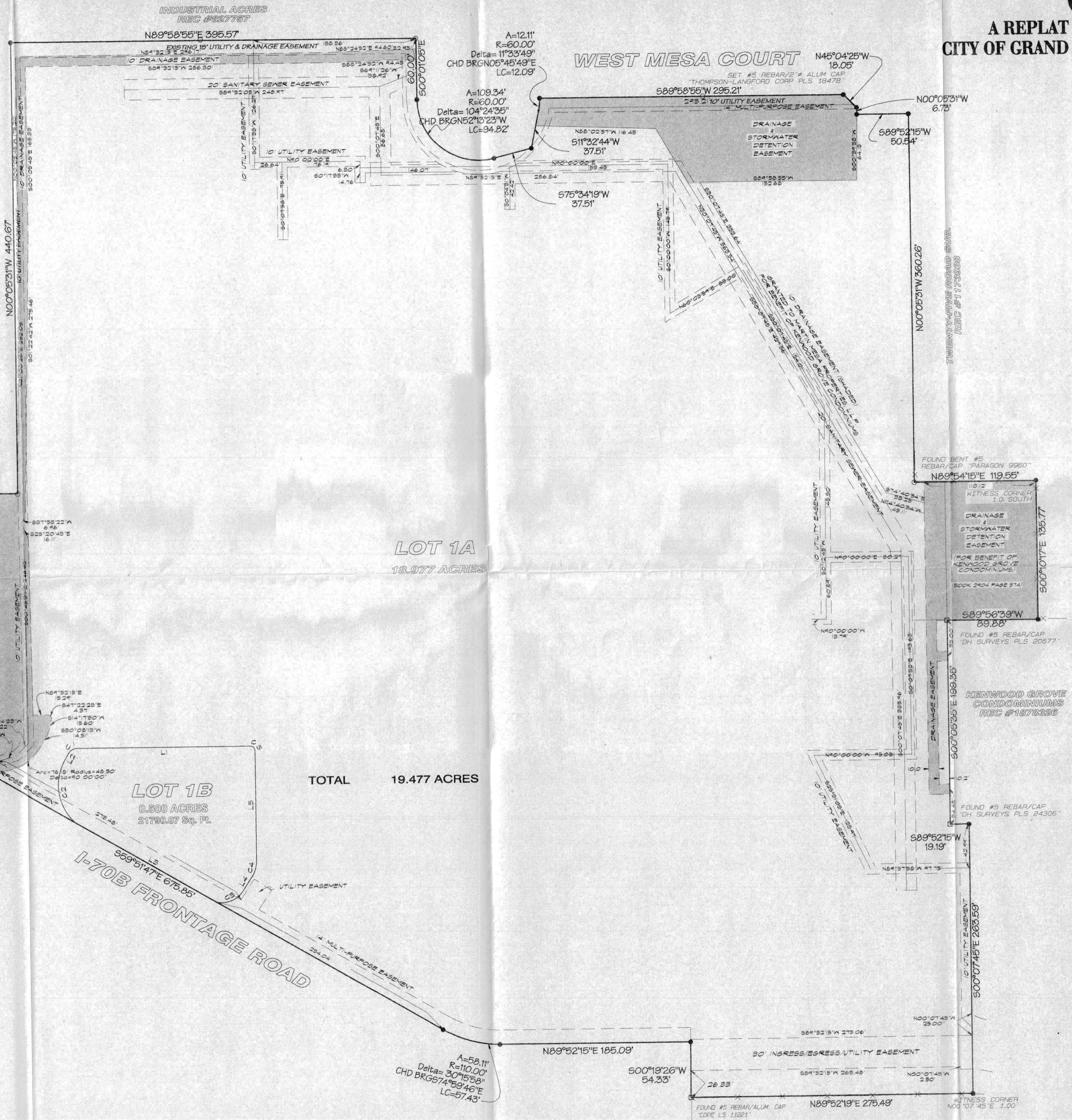
Bearings based on the west line of Lot 1 Grand Mesa Center
(N00°05'31"W) monumented on survey of Grand Mesa Center
with #5 rebar and 2" aluminum cap PLS 18478.

SURVEYOR'S STATEMENT:

I, Dennis R. Shellhorn, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of GMC REPLAT a subdivision of a part of the City of Grand Junction, Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development Code and the applicable laws of the State of Colorado to the best of my knowledge and belief.

Dennis R. Shellhorn,
Colorado PLS 18478

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than five years from the date of the certification shown hereon.



NOTE: All easements hereon are existing easements from the plat of the Grand Mesa Center.

STATEMENT OF DEDICATION AND OWNERSHIP
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, AIG Baker Grand Junction, L.L.C., a Delaware limited liability company, is the owner of that real property in the County of Mesa, State of Colorado, described as Reception No. 2005467 of the records of the Mesa County Clerk and Recorder, and as shown on the accompanying plat, said property being more particularly described as follows:

LOT 1 GRAND MESA CENTER AS RECORDED ON PLAT THEREOF RECEPTION #2010354

That said owner has by these presents laid out, platted and subdivided the above described real property as shown hereon, and designates the same as GMC REPLAT, a subdivision of the City of Grand Junction, Mesa County, Colorado.

Said owner further certifies that all lienholders are represented hereon.

IN WITNESS WHEREOF said owner has caused its name to be hereunto subscribed:

By: AIG Baker Grand Junction, L.L.C.
a Delaware limited liability company
its sole member

By _____
its _____

State of _____)
County of _____)

This Statement of Dedication and Ownership was acknowledged before me by _____ on behalf of AIG Baker Shopping Center Properties L.L.C., on this _____ day of _____, 2003 for the aforementioned purposes.

Notary Public _____

My Commission expires: _____

DECLARATION OF COVENANTS
This property is subject to the terms of the covenants, conditions, and restrictions contained in an instrument recorded in Book 2904 of Page 554, and First Amendment recorded in Book 3121 of Page 526.

CITY APPROVAL

This plat of GMC REPLAT, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved this _____ day of _____, 2003.

City Manager _____ Mayor _____

TITLE CERTIFICATION

We, Abstract & Title Company of Mesa County, Inc., a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined title to the herein described property, that we find the title to the property is vested to AIG Baker Grand Junction, L.L.C., that the current taxes have been paid; that all mortgages not satisfied or released or record not otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations, and rights of way of record are shown hereon.

Date: _____ By: _____
Abstract & Title Company of Mesa County, Inc.

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado, at _____ o'clock _____ M., this _____ day of _____ 2003, and is duly recorded in Plat Book No. _____ Page _____ as Reception No. _____ Drawer No. _____ Fees _____

Clerk and Recorder of Mesa County _____

RECEIVED
JUN 1 1 2003
COMMUNITY DEVELOPMENT DEPT.

GMC REPLAT
AIG BAKER GRAND JUNCTION LLC

SECTION: SE1/4NE1/4 S9 T2NSHP: 1 South RANGE: 1 West MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - B-210 (970) 243-6067
Grand Junction CO 81505 tlc@tlwest.com

Date of Survey: Apr 18, 2003 Field Surveyor: DGF Revision Date: Jun 5, 2003
Drawn: BKB Checked: DRS Approved: DRS Job No. 0358-012
S:\Surv\ 0458 aigbaker\012\replat.pro Sheet 1 of 1