

**DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RIVERFRONT AT LAS COLONIAS  
BUSINESS AND RECREATION PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Riverfront at Las Colonias Business and Recreation Park (the "Declaration"), is hereby declared effective on the date executed below by **the Las Colonias Development Corporation**, a Colorado nonprofit corporation, hereafter referred to as "Declarant," which has acquired declarant rights pursuant to a Master Lease with the property owner, the City of Grand Junction (City).

RECITALS

A. The City is the owner of, and the Las Colonias Development Corporation is leasing from the City, that certain real property situated within the City of Grand Junction, County of Mesa, Colorado, described in the attached Exhibit A, and hereinafter referred to as the Property. The Property is held by the City as a part of a public park, known as Las Colonias Park.

B. The City has leased the Property to the Declarant and charged the Declarant with development of the Property as a business and recreation park in that certain Master Lease and Development Agreement for the Riverfront at Las Colonias Business and Recreation Park ("Master Lease"). Accordingly, the City has granted to the Declarant the right to create and cause to run with the Property protective covenants, conditions and restrictions on the use and development of the Property.

C. The City intends that the Property will initially be leased to the Las Colonias Development Corporation for a period of twenty-five (25) years, with possibility of renewal for a second twenty-five (25) year term, in accordance with the provisions of the Master Lease. The City also intends to ask the voters of the City to allow the sale of all or part of the Property by placing the question on a ballot in a regular or special election.

D. The City intends for the Declarant to develop the Property as a business and recreation park in accordance with a common plan of development that has been or will have been reviewed and approved by the City of Grand Junction Community Development Department and adopted by the City Council in connection with the Planned Development (PD) zoning of the Property, in the form of a Planned Development Zoning Ordinance, an Outline Development Plan and/or one or more Final Plan, all of which are collectively referred to herein as the Plan.

E. The City intends to subdivide and plat the Property at some future time, but intends for the Property to be developed in accordance with the Plan and with the restrictive covenants established by the Declarant regardless of whether or not such subdivision is accomplished.

F. The land comprising Las Colonias Park was once used for stockpiling uranium mill tailings, but has been remediated pursuant to the Uranium Mill Tailings Remediation Act. The City has since improved Las Colonias Park by adding a pedestrian/bike trail, a pedestrian bridge across the Colorado River, a restroom and small playground, and an amphitheater. The Park is subject to environmental covenants referenced in the conveyance instrument(s) by which the City took title from the State of Colorado in 1997 ("Environmental Covenants"). Therefore, development of the Property, including but not limited to construction of structures by the LCDC and/or its Tenants, is subject to the Environmental Covenants, and construction plans must be approved by the Colorado Department of Public Health and Environment. The City will cooperate with and assist the LCDC and/or its Tenant(s) in obtaining such approval, but has no obligation to remediate any Pad Site or any other part of the Property in the event that adverse environmental conditions are found.

G. Declarant desires and intends that the Property will be developed and improved under a common plan of development under the name and style of Riverfront at Las Colonias Business and Recreation Park (Riverfront Park), and to subject the Property to the covenants, conditions and restrictions set forth herein.

H. Declarant desires to establish beneficial covenants, conditions and restriction upon the Property with respect to the proper use, occupancy, improvement and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property.

**NOW, THEREFORE**, for the purposes set forth above and herein, Declarant for itself and its and the City's successors and assigns hereby declares that the Property subject to this Declaration, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, improved, altered, maintained, utilized and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, liens, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be pursuant to, and in furtherance of a common and general plan of development, all of which shall run with the land and be binding upon and inure to the benefit of the Property and every part thereof. This Declaration shall be recorded in Mesa County, Colorado.

## **ARTICLE I GENERAL DECLARATION**

### **2.1 General Purposes.**

Riverfront at Las Colonias Business and Recreation Park will be developed and maintained as a harmonious, multi-use development park with an attractive park-like setting and high-quality buildings and features integrated into the natural landscaped river area environment. To that end, the purposes of these protective covenants are:

- a. To ensure proper use, development and maintenance of the Property and each Lot and Tract therein;
- b. To enhance, protect and preserve the long-term values of the Property and each Lot and Tract therein;
- c. To enhance the Riverfront Park and the public amenities located therein and in its vicinity;
- d. To protect and enhance the natural environment;
- e. To guard against the erection of improper, unsuitable structures and uses;
- f. To avoid incompatible and unsightly uses, buildings, structures, fencing, signs and other installations;
- g. To ensure consistent development of the Property in keeping with the overall high-quality development goals of these protective covenants;
- h. To promote compatible development and use of Pad Sites and Common Areas within the Riverfront Park with the integrity, beauty, and character of the environment;
- i. To encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property so as to achieve harmonious appearance and function;
- j. To establish and preserve public open spaces for the enjoyment and benefits of occupants, tenants, owners and the public;
- k. To protect the health and safety of the general public;
- l. To attract quality, image-conscious companies and businesses to the Riverfront Park.

2.2 **Estate Subject to Declaration.** Declarant does hereby subject the Property to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, right, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to, touching and concerning and running with the land and shall at all times insure to the benefit of and be binding upon any Person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns.

2.3 **Life.** This Declaration shall run with the land and shall be binding on all parties and all persons claiming them for a period of 25 years from the date of recording of this Declaration, after which time the restrictions and covenants then in force and effect shall be automatically extended for successive periods of 10 years each, unless an instrument terminating such restrictions and covenants by the Declarant or the owner(s) of the Property in accordance with the provisions regarding amendment and termination in this Declaration.

2.4 **Applicability and Effect.** These protective covenants are applicable to all of the Property and shall become effective and in full force upon recordation with the Mesa County Clerk and Recorder.

2.5 **Leases Subject to Declaration.** Each Pad Site shall be leased subject to the restrictions and covenants set forth herein.

## ARTICLE II

## DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the following meanings:

**Building Envelope** shall mean and refer to that portion of a Pad Site which may be depicted and designated as a "Building Envelope" on the Plan or on a Plat of all or part of the Property; a Pad Site may be coterminous with a Building Envelope in some cases.

**City** shall mean the City of Grand Junction, a home rule municipal corporation.

**Common Areas** shall mean and refer to those areas designated as Common Areas on Exhibit C which may include public trails, open space, active and passive recreation areas and features, landscaping, pedestrian-scale amenities such as benches, tables, art, fountains, lakes or other water features, or other park-like amenities.

**Declarant** shall mean the Las Colonias Development Corporation (LCDC), its successors, assigns and affiliates. A person or entity shall be deemed to be a successor or assign of Declarant if specifically designated in a duly Recorded instrument as a successor or assign of Declarant signed by the Owner of the Property and shall be considered a Declarant only as to the particular rights or interests specifically designated in that written instrument.

**Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Riverfront at Las Colonias Business and Recreation Park and any properly enacted amendments hereto.

**Design Standards** shall mean the rules, procedures, standards, guidelines, requirements and restrictions for site and structure design set forth in this Declaration.

**Front or front yard** shall mean the side of a building or structure facing a public street.

**Improvements** shall mean and refer to any and all buildings, parking areas, fences, screening, retaining walls, stairs, decks, hedges, windbreaks, plants, trees, shrubs, berms, ponds, trails, recreational facilities including zip line facilities, boat houses, storage houses or units, covered storage areas, signs, objects of art, mailboxes, delivery areas, drainage and irrigations facilities (including pumps, pipelines, drip lines, sprinklers) and other structures or landscaping of every type and kind situated on the Property.

**LCDC** shall mean and refer to the Las Colonias Development Corporation, who is the Declarant but who also has other obligations and authority related to the Property pursuant to the Master Lease.

**Lease or Sublease** shall mean and refer to any agreement for the leasing, rental, use or occupancy of any Pad Site or Lot or any structure located on a Pad Site or Lot within the Property.

**Tenant** shall mean and refer to a person or entity who is leasing a Pad Site pursuant to a sublease with the LCDC, but shall not refer to the Declarant/LCDC.

**Lot** shall mean and refer to that part of the Property shown on any Plat of all or part of the Property.

**Master Lease** shall refer to that certain written agreement between the City of Grand Junction and the Las Colonias Development Corporation entitled Master Lease and Development Agreement for the Riverfront at Las Colonias Business and Recreation Park.

**Owner** shall mean the owner of a platted lot of the Property.

**Pad Site** shall mean and refer to subareas of the Property that are conceptually delineated on Exhibit B and which are leased by the Declarant to Tenants or otherwise developed for the purpose of leasing to a Tenant.

**Person** shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, or any other entity capable of holding title to real property pursuant to the laws of the State of Colorado.

**Plan** shall mean and refer to the plan(s) approved by the City Council in connection with the Planned Development (PD) zoning of the Property, which includes the PD zoning ordinance and any duly adopted amendments thereto, the Outline Development Plan (ODP) and any Final Plan, as those terms are defined in the Grand Junction Zoning and Development Code, and Exhibit B attached hereto.

**Plat** shall mean and refer to a recorded plat of the Property and any subsequent replats of all or part of the Property.

**Record or Recorded** shall refer to the act of recording an instrument with the office of the Clerk and Recorder of Mesa County or to an instrument so recorded.

**Riverfront Park** shall mean and refer to the Riverfront at Las Colonias Business and Recreation Park.

**Rules and Regulations** shall mean rules and regulations for use of the Property adopted from time to time by the Declarant's Board.

**Site** shall mean and refer to a subarea of the Riverfront Park developed for a particular purpose.

**Site Plan** shall mean the Declarant- and City-approved site-specific plan for the development of any Site.

### **ARTICLE III EASEMENTS**

A permanent and perpetual easement over the areas shown on Exhibit C as Common Areas is hereby reserved for the general public, subject to the reasonable rules and regulations governing public use established by the LCDC. This area shall include improved walking paths, passive and active recreation areas, water features and other pedestrian amenities. This area shall be maintained by and at the expense of the LCDC, but the LCDC may, by separate agreement, contract with the City for performance thereof, and may assess Tenants fees or dues for such maintenance expenses, or may include maintenance costs in rents charged to Tenants.

All easements burdening the Property or any part thereof shall include the right of ingress and egress that is reasonably necessary for any construction, maintenance, inspection, repair or improvement contemplated by the terms of the easement.

#### **ARTICLE IV LAND USE**

The Property shall be used only in a manner or manners which are consistent with the Plan, and with the following.

4.1 **Permitted uses – Pad Sites.** Pad Sites may be improved, occupied and used only for the following:

- a. Light manufacturing, assembly, fabricating and processing or packaging of goods, materials and products.
- b. Research, development and testing laboratories, facilities and services.
- c. Wholesaling of products.
- d. Office.
- e. Retail sale of products manufactured on site and clearly an accessory use to the primary use of the site, which primary use must be among a, b, and c above.
- f. Retail sale of outdoor recreational products and/or services (such as outfitters), excluding sales of motorboats, automobiles or recreational vehicles.
- g. Other uses substantially similar in nature to the uses listed above.
- h. Only on the pad sites designated as J, K, L, and M on Exhibit B, restaurant, bar/tavern or other food sales are also allowed.
- i. Only on the pad site designated as I on Exhibit B, indoor storage and warehousing are also allowed.
- j. Hotel/motel.
- k. **Accessory uses** in conjunction with the foregoing primary uses are limited to the following: office operations that are integral to a permitted use; retail sale of products

manufactured on site; food, coffee or beverage sales; and substantially similar accessory uses.

4.2 **Permitted uses – Common Areas.** The areas designated as Common Areas as shown in Exhibit C may be improved and used only for the following:

- a. Public trails
- b. Open space
- c. Access
- d. Landscaping
- e. Public, pedestrian-scale amenities such as benches, tables, art, fountains, ponds, swimming and other water features.
- f. Outdoor recreation – public (this may include but is not limited to non-motorized watercraft rentals and launch areas, exercise circuits, playgrounds).
- g. Drainage and/or irrigation facilities
- h. Other uses and improvements substantially similar to the foregoing.

Common areas shall not be subleased by the LCDC to any Tenant or third party. Nothing in these restrictive covenants shall be deemed or construed to create a public forum in or out of the Common Areas or any other part of the Property. The Declarant may subject the use of Common Areas by the public to reasonable rules and regulations limiting hours of use and restricting activities to those which enhance the value and overall character of the Property and the Riverfront Park and protect or enhance the property and business activities of Tenants.

4.3 **Prohibited uses.** The following uses are prohibited on the Property:

- a. Uses which would cause a nuisance per Article VII of this Declaration.
- b. Outdoor storage yards, and any outdoor storage that is not merely incidental to the primary use.
- c. Storage warehouses, mini-warehouses or similar storage facilities for non-business uses.
- d. Manufacture or sale of ceramics or ceramic products.
- e. Gasoline stations or related uses.
- f. Gasoline, oil or other fuel production, storage or distribution operations.
- g. Ammunition, ordnance or explosives production, distribution or storage operations.
- h. Insecticide or pesticide production, distribution, or storage. (Small amounts of materials for rodent or insect control on site may be kept on a site where such keeping is only incidental to an otherwise permitted use.)

- i. Asphalt plants.
- j. Glue or acid manufacture or distribution operations.
- k. Cement, lime or gypsum or related manufacturing operations.
- l. Junk or salvage yards.
- m. Used auto parts sales.
- n. Waste processing, waste incineration, and recycling businesses (recycling and waste bins incidental to permitted uses are allowed if maintained in accordance with the Design Standards herein).
- o. Residential uses of any kind.
- p. Mobile homes, trailers.
- q. Camping and/or RV sites.
- r. Retail sales of automobiles, recreational vehicles, motorized recreational watercraft, motorboats, guns, secondhand goods,
- s. Pawn shops.
- t. Paid parking lots.
- u. Gravel pits, mining, or other oil, gas or mineral extraction operations.
- v. Cabinet, furniture and upholstery shops.
- w. Rendering or slaughtering of animals or processing of animals or animal byproducts.
- x. Cemeteries, funeral homes or cremation facilities.
- y. Marijuana business of any kind, whether retail, wholesale, production, manufacturing, testing, laboratory or other marijuana related business.
- z. Adult entertainment, including but not limited to gentlemen's clubs and adult book stores.

4.4 **Interpretation of permitted and prohibited uses.** When it is unclear whether a proposed use is permitted, the City shall make the determination before the use may be allowed. The LCDC may make a recommendation to the City as to the appropriate classification of a use under these protective covenants and/or whether a use should be permitted or prohibited hereunder.

## **ARTICLE V DESIGN STANDARDS**

5.1 **General.** It is the intent of this section that all structures, sites, features and amenities shall be designed and constructed in such a manner as to provide an aesthetically pleasing appearance and be harmonious with the overall development of the Property. A basic harmony of architecture shall prevail among all development and Improvements so that no improvement shall detract from the appearance of the Business Park overall. Individuality and creativity are encouraged provided that blending of design into the surrounding context is achieved. The general design context must reflect a high quality image.



Nothing contained herein shall nullify any of the requirements of federal, state or local laws, regulations or ordinances. In instances where applicable laws, regulations or ordinances and these protective covenants conflict, the more restrictive shall apply.

5.2 **Site plan submittal, review and approval.** A Site Plan for development and/or improvement of each Pad Site or leasehold area shall, prior to any construction, grading or other site work, be prepared and submitted for approval to the Declarant and the City of Grand Junction Community Development Department. No building, improvement, or use shall be erected, placed, commenced or altered on any Pad Site unless and until a site plan has been approved by the Declarant and the City of Grand Junction.

The Site Plan must address all the standards and requirements set forth in these protective covenants and applicable requirements of the City's Zoning and Development Code.

The Declarant, through its Board of Directors, shall review the site plan site and shall ensure that the Site and structure design comply with the Plan and with the Design Guidelines set forth herein. The Declarant shall then make a recommendation to the City for approval, denial or approval with conditions.

Site Plans shall be prepared, submitted and reviewed by the City in accordance with the City of Grand Junction Zoning and Development Code and with the Comprehensive Plan (including any subarea plans) as may be amended from time to time, and with these protective covenants.

5.3 **Subdivision.** No lease or subdivision of land or lot line adjustment shall occur without the prior written approval of the Declarant and the City.

#### 5.4 **Materials.**

5.4.1 **Intent.** It is the intent of these provisions governing materials that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing appearance and be harmonious with the overall development of the Riverfront Park. In addition, exterior building materials should be durable, well maintained and of a quality that will retain a pleasing appearance over time.

5.4.2 **Building materials.** A mix of or variation of materials should be used on exterior facades to break up large building forms and walls. Facing shall be designed to create visual interest and appeal. Facades shall be finished in an attractive manner in keeping with the character of the Riverfront Park. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all elevations, facades and sides.

5.4.3 **Roof.** Roofs shall have a maximum pitch of 5/12. All roofing surfaces shall be of a consistent design and material. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from Riverside Parkway

and from the Common Areas. Materials used for shielding or screening shall be harmonious with materials and colors used in roof.

5.4.4 Fencing. All fencing on or within the Property shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed, except that a chain link fence may be allowed on Pad Site E and Pad Site I, except on any side of the Site which faces and abuts a public street or right-of-way.

## 5.5 Architectural standards.

Structures shall have at least three of the following elements in combination in order to create and increase visual interest and reduce the appearance of mass and scale:

- Façade articulation/modulation (recessed and projected elements) at a minimum of every 30 feet
- Roofline variations that add interest to and reduce the scale of buildings or expanses of blank wall, such as overhang/eaves, recesses/projections, raised cornice parapets over doors or bays and peaked roof forms.
- Design details which emphasize architectural features, such as
  - Columns and pilasters that help break up a horizontal plane of a building
  - Change of material such as on an exterior wainscoting panel
  - Accent colors that help define and/or accentuate architectural features
- Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials
- Window sizes and shapes which break up the façade and provide visual variety and provide a pedestrian and customer friendly character
- Awnings and porticos that provide visual and/or architectural interest
- Variation in materials, material modules, expressed joints and details, surface relief and texture that break up building forms and wall surfaces (such as sills, headers, belt courses, reveals, pilasters, window bays or similar features)

5.6 Outdoor storage. No outdoor storage of unusable equipment, material for recycling, raw materials, damaged finished materials and products, machinery, parts or other equipment is permitted anywhere on the Property, except on Pad Site E and Pad Site I, and on those Pad Sites any such outdoor storage must be only accessory and necessary to the primary use of the Site.

Transformers or similar above-ground equipment, dumpsters, recycling equipment and containers, compactors, bailers and other waste management equipment and waste containers shall be located on or below grade and screened from view in an attractive manner.

Refuse containers, including dumpsters, must be enclosed and concealed from view using materials that match the building façade and provide an opaque visual screen. Enclosures shall be maintained so as to present a good appearance at all times.

5.7 **Minimum parcel size.** Each Pad Site shall be at least ½ acre in size, including lots designated for future development. No lease or subdivision of Property shall result in the creation of a Pad Site or Lot less than ½ acre in size.

5.8 **Parking, circulation and loading areas.** On-street parking is encouraged. Parking will be shared among and used in support of use the Riverfront Park and its amenities as a whole. Parking, except in designated on-street parking areas or lots is not allowed within the Riverfront Park and non-vehicular/multi-modal transportation is encouraged. Additional parking required to meet a Tenant's or Owner's needs should be located under the building.

Parking areas, driveways, drive aisles, and loading areas shall be paved with concrete or asphalt; no other surfaces are allowed, including but not limited to recycled tire products and gravel.

Loading areas shall maximize the use of areas already paved, except that loading shall not be conducted so as to interfere with traffic circulation in the Riverfront Park (on drive aisles or in or not streets). Loading areas may be shared among Tenants. Loading areas shall be oriented so as to minimize the impact on the public view corridor and areas open for public enjoyment.

The LCDC may create rules and regulations governing parking in the designated parking areas on the Property, which may include designating specific parking spaces for the use of a specific Tenant during business hours.

5.9 **Building envelope.** If a Lot contains a Building Envelope noted on a plat of the Property, all Improvements on that Lot must be located entirely within the Building Envelope, including but not limited to buildings, structures, out-buildings, storage units, and/or covered storage areas, but excluding roof overhangs, access driveways, underground utilities, at-grade patios, landscaping, fences, irrigation facilities and drainage facilities.

5.10 **Maintenance.** Each owner, tenant, or occupant of any Pad Site shall maintain the buildings, sidewalks, and improvements on such Pad Site in a safe, neat, clean, and well-maintained condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, building and fire codes.

Each owner, tenant or occupant must remove at its own expense any rubbish or trash which may accumulate on its leased site. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning or incineration.

No open burning shall be permitted on the Property at any time, including for weed control.

5.11 **Signs.**

5.11.1 **Permitted signage.** The only allowed sign types on any Pad Site are wall-mounted signs and monument signs. Wall-mounted signs shall be limited in size to no larger than

100 square feet. On a single building that is larger than 10,000 square feet in size, a sign of larger than 100 square feet may be approved by the LCDC and the City, but in no even shall such sign be larger than 200 square feet. Monument signage shall be limited to one sign per pad Site not to exceed 48 square feet in size.

5.11.2 Sign lighting. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed.

5.11.3 Prohibited signs: Off-premise advertising signs, digital and neon signs, and roof mounted signs of any type are not permitted.

5.11.4. Approval of signage. Signage must be depicted on the site plan and approved therewith.

5.12 Landscaping. The Riverfront Park is intended to have a park-like setting with a strong emphasis on the natural environment. This emphasis will provide an overall visual continuity throughout the Property and will serve as a backdrop for the development of each individual Pad Site. The design of each Site shall be harmonious with the surrounding site components including site context, open space, landmarks, views and vistas, streetscapes and vegetation.

All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded or sodded, and maintained in grass and landscaped areas with groundcover, flowers, trees and shrubs.

Required landscaping on each Pad Site must be completed within 6 months of building completion.

The LCDC shall be responsible for maintenance of the landscaping throughout the Property, except in those areas that are on a Pad Site and fenced off by a Tenant. The LCDC may contract, by separate agreement, with the City for such maintenance. The LCDC may assess Tenants fees or dues for such maintenance and/or include maintenance costs in rental rates charged to Tenants.

5.13 Amenities. Maintenance of the Common Areas shall be the responsibility of the LCDC, which may by separate agreement contract with the City for performance thereof. The LCDC may assess Tenants fees or dues for such maintenance and/or include maintenance expenses in rental rates charged to Tenants. It is intended that the Common Areas and amenities thereon be developed and maintained for the use and benefit of the general public as well as the owners, occupants and tenants, but the LCDC may develop reasonable rules and regulations governing such use in order to protect the developed environment while encouraging public use.

5.14 Building and structure height.

The maximum building and structure height including roof top equipment shall be 65 feet, or that height specified in the Plan, whichever is more restrictive.

5.15 **Setbacks and Pad Site coverage.** Setbacks and Pad Site coverage (the amount of the Pad Site that can be occupied by a building) shall be determined by the LCDC in conformance with the Plan and with Exhibit B, and shall be set forth in the lease to each Tenant. LCDC has a responsibility under the Master Lease to limit the developed area to a total of 15 acres, which shall be distributed among Tenants as determined by the LCDC.

5.16 **Utilities.** All utility lines shall be located underground and shall not be located underneath buildings or other structures. Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted switches, equipment boxes and pedestal boxes may be located above ground but shall be screened from view. Temporary overhead facilities may be installed to serve a construction site, but must be removed promptly upon completion of construction. Where necessary to serve neighboring lots, easements shall be granted and recorded for utility facilities and the utility facilities shall be located entirely within the easement area.

5.17 **Drainage and Irrigation.** All surface water created by roofs, parking lots, or other man-made structures shall be collected and discharged directly into the storm drainage system shown on the approved Site Plan or otherwise approved by the City.

5.17.1 **Control.** No area within the Property shall be developed, and no use shall be permitted, that results in the flooding, erosion or sedimentation of adjacent properties, drainage facilities or water ways. Erosion control measures must be taken during and after construction. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility in conformance with the approved Site Plan. The rate of runoff from a project site shall not exceed the predevelopment rate of runoff from the site. To effectuate this requirement, if necessary, surface runoff shall be stored in an on-site storm drainage system.

5.17.2 **Maintenance.** All elements of the drainage control system shall be constructed and maintained in accordance with the Plan. The LCDC shall be responsible for the maintenance of drainage control and irrigation systems on the Property.

5.17.3 **No contamination.** Each Tenant and owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels and lubricants, scale or other chemical compounds that are detrimental to aquatic life.

5.18 **Site Grading.**

Initial grading of the Property as a whole will be the responsibility of the City. Each Tenant shall grade his/her/its Pad Site to establish and maintain grade(s) as shown on the Plan. The cost of such grading shall be borne by the Tenant.

Utility easements shown on the approved Site Plan shall be graded to within 6 inches of final grade prior to the installation of underground electric and/or communications facilities. After such facilities have been installed, said final grade shall not be altered by more than 6 inches by

the Tenant or by subsequent Tenants on the Pad Sites or Lots on which utility easements are located, except with written consent of the utility(ies) involved and the City Engineer.

#### **5.19 Fencing.**

Individual fencing on a Pad Site is discouraged but may be allowed for specific reasons such as public safety or protection of equipment and materials. Fencing in the Common Areas may be installed in the sole discretion of the City. Fencing in this area shall be maintained by the LCDC.

The maximum height of any fence is 8 feet.

Fences must be kept in good repair and condition at all times. Maintenance of fencing on a Pad Site shall be the responsibility of the Pad Site owner or tenant on which the fencing is located. If fencing is on a lot line, the maintenance responsibility may be equally borne by the adjoining owners/tenants.

### **ARTICLE VI MAINTENANCE**

Each Tenant or Owner shall keep its Pad Site including all drainage and easement areas in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- The removal of all litter, trash, refuse and wastes.
- Maintenance of exterior lighting, signs and mechanical facilities.
- Keeping all exterior building surfaces in a clean, well-maintained condition.
- Snow and ice removal in building entrance and exit areas and from unreasonable roof accumulation.
- Sidewalk maintenance and repair.
- Maintenance of landscaping within any fenced area(s) on the Pad Site.

The City will maintain public streets and public infrastructure that has been accepted in writing by the City.

During construction, it shall be the responsibility of each Tenant or Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials; and that construction materials, trailers and the like are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

The LCDC shall maintain all undeveloped, unleased Pad Sites free of rubbish, noxious weeds and mosquito breeding pond conditions.

LCDC is also responsible for maintenance of landscaping on those areas of Pad Sites that are not fenced in by a Tenant.

Common Areas shall be maintained by the LCDC in a neat, functional and aesthetically pleasing manner at all times.

## **ARTICLE VII NUISANCE CONTROL**

Any activity within the Property must be performed or carried out in a manner that will not cause or produce a nuisance detrimental to adjacent sites or to their users. No operation, process, activity, or building use on the Property shall produce or create noise, light, glare, odor, smoke, fumes, vapors, dust, gas, vibration, heat, waste, toxic material or other measurable external nuisance.

**Fire and Explosive Hazards.** All activities involving the manufacturing, utilization, processing, or storage of flammable and explosive materials or the use of processes that involve the possibility of burning, shall be provided with adequate safety devices against the hazards of fire and explosion and with adequate fire-fighting and fire-suppression equipment and devices that are standard in the industry. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have incombustible exterior walls and an automatic fire-extinguishing system.

**Glare and Heat.** No activity shall emit glare or heat that is visible or measurable outside its premises except activities which may emit indirect or sky-reflected glare which shall not be visible outside the Property. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Exposed sources of light shall be shielded so as not to be visible outside their premises.

**Water Quality Protection.** No activity shall store or discharge, or permit the discharge of, any treated, untreated, or inadequately treated liquid, gaseous or solid materials of such nature, quantity obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as oil or scum; objectionable color, odor, taste; unsightliness; or be harmful to human, animal, plant or aquatic life.

## **ARTICLE VIII ENFORCEMENT, LIENS AND CHARGES**

**8.1 Abatement, Injunction and Suit.** Violation or breach of any restriction or covenant herein contained shall give to any and every owner of property within the Property the right to prosecute a proceeding at law or in equity against the person or persons who have violated or attempted to violate any of these restrictions and covenants to enjoin or prevent them from doing so, and to cause said violation to be removed or remedied and to recover damages for said violation, including the attorney's fees of the prevailing party or parties, and such amount as may be fixed by the Court in such proceedings.

8.2 **Landscaping, noxious weeds, trash.** Should any landscaping improvements such as grass, weeds or other shrubs and trees or decorative materials, become overgrown, infested with noxious weeds, or littered with accumulation trash or junk, the LCDC may require that such area be trimmed, mowed, cleared, groomed or cleaned within 48 hours by written or verbal request. If after 48 hours have passed, the Owner or Tenant neglects to take such actions requested, the LCDC or its contractor may enter the Property and take such actions as are necessary, and assess such costs as a special assessment charge against the Pad Site and the Owner of Tenant thereof.

8.3 **Abandonment.** The LCDC or its contractor may enter upon the premises that have been vacated or abandoned for 90 days or more for the purpose of performing such maintenance as may be necessary to prevent the exterior of any buildings and grounds from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Riverfront Park. Any expense incurred by the LCDC hereunder shall be charged against the property abandoned and it shall be the obligation of the Tenant to pay such expense to the LCDC.

8.4 The failure of LCDC to enforce this Declaration or any provision hereof shall not be deemed a waiver of the right to do so for a subsequent breach or failure or of the right to enforce an other provision of this Declaration or to take action to enforce the same.

8.5 All remedies under this Declaration shall be cumulative and not exclusive.

8.6 The City, as long as it owns the Property or any part thereof, shall have the right, but not the obligation, to enforce any provision of this Declaration in the event that the LCDC declines or refuses to do so.

## ARTICLE IX

### AMENDMENT OR TERMINATION OF DECLARATION

This Declaration and the protective covenants herein may be amended only by the Declarant or by the City as long as the Property is wholly owned by the City, or by a 2/3 majority of all the Owners of the Property. The restrictions and covenants set forth herein may be amended only upon the execution and recording of a written instrument to said effect by the City, as owner of the Property, or by the LCDC as evidenced by a resolution duly adopted by at least two-thirds favorable vote of all members of the LCDC Board, or by an instrument executed by at least two-thirds of all the Owners of the Property. Amendments hereto are effective only if recorded with the Mesa County Clerk & Recorder.

## ARTICLE X

### RECAPTURE AND RESALE OF PROPERTY AND IMPROVEMENT

If an owner does not commence construction of a principal building or principal buildings on its Lot within 24 months after the date of purchase and complete the construction of a building or buildings thereon within 3 years after the date of purchase, the City shall have the option to repurchase the property. Such option shall be exercisable upon delivery in writing of a notice to the buyer within 6 months after the expiration of such 24 month or 3 year period. Closing shall take place within 60 days following the exercise of such option on such date as shall be



designated by the City specified in such notice. The purchase price to be paid by the City upon the exercise of such option shall be the sum of the following:

- The purchase price paid for the land by the buyer.
- The current market value of all improvements, if any, thereon made by the buyer.
- All special assessments which have been paid by the buyer or levied against the premises during the period of such buyer's ownership;

less the sum of the following:

- Unpaid real estate taxes.
- Proration of current year's real estate taxes to date of closing.
- Title insurance policy premium.
- Liens and encumbrances on the property of a definite or ascertainable amount.
- The cost of any environmental audit and/or clean-up deemed necessary by the City to have performed on the Lot.

Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, recorded easements for public utilities, and recorded Declaration of Restrictions and Covenants and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase price.

In the event a buyer elects to sell all or any part of any Lot which is vacant, the same shall first be offered for sale, in writing, to the City at a price per acre computed as set forth in Subsection A above. The City shall have 60 days from the receipt of such offer to accept or reject same. Acceptance or rejection of such offer shall be effected by resolution adopted by the City Council. Upon acceptance by the City, conveyance shall be by warranty deed free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, easements for public utilities, and building restrictions and ordinances. The seller shall furnish title insurance policy at seller's expense.

If the City fails to timely exercise the option described in Subsection B above or rejects said offer, buyer may then sell such property to any other buyer and the City shall have no further interest therein, except that any use of said property by any subsequent buyer shall be subject to applicable zoning and land division ordinances, restrictions, and regulations of the City related to the use of said property at the time of such sale and to the provisions of this Declaration, as amended from time to time.

Nothing contained herein shall be deemed to give the City a right of first refusal or option in the event that a buyer of a Lot who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one Lot together with the improvements thereon, it being intended that the provisions of this shall apply only to the resale of vacant Lot or Lots with incomplete structures/buildings/improvements.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

**11.1 Severability.**

Invalidation of any one of the restrictions or covenants contained within this Declaration of Restrictions and Covenants, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

**11.2 Applicable Laws.**

11.2.1 Notwithstanding the provisions contained herein this Declaration of Restrictions and Covenants, all development and use of the Property or any part thereof shall be in accordance with all applicable local, state and federal laws, rules and regulations.

11.2.2 Litigation or legal interpretation of this Declaration shall be in accordance with/under/subject to Colorado law, with venue in Mesa County.

11.3 **Waiver.** Notwithstanding any covenant, condition, or term contained in this Declaration to the contrary and notwithstanding any provision of applicable law to the contrary, the Declarant shall not have any liability to any Owner or Tenant arising or resulting from any act or omission of LCDC taken or omitted pursuant to this Declaration. Each Owner by accepting a conveyance to any portion of the Property, and each Tenant by leasing any portion of the Property, shall be deemed to have unconditionally and irrevocably waived all claims against the LCDC arising or resulting from acts or omission of the LCDC taken or omitted pursuant to this Declaration. This waiver does not apply to rights that a tenant may have pursuant to the terms of a lease with the LCDC.

DECLARANT: LAS COLONIAS DEVELOPMENT CORPORATION

By: [Signature]  
as President of the Las Colonias Development Corporation

State of Colorado                    )  
County of Mesa                    )ss.

This instrument was acknowledged before me this 9<sup>th</sup> day of May, 2018 by Traddicus M. Shrader, as President of the Las Colonias Development Corporation.

Witness my hand and official seal. My commission expires May 25, 2021.

ACKNOWLEDGEMENT BY OWNER: CITY OF GRAND JUNCTION

By: [Signature]  
as Mayor of the City of Grand Junction

Jennifer L. Cinquini  
JENNIFER L. CINQUINI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20084026733  
My Commission Expires May 25, 2021

REFERENCE:

- Resolution Authorizing Lease of Property and Transfer of Declarant Rights to Las Colonias Development Corporation
- Ordinance No. 4767, Planned Development Zoning Ordinance
- Outline Development Plan for the Property

**MEMORANDUM OF CORRECTION**

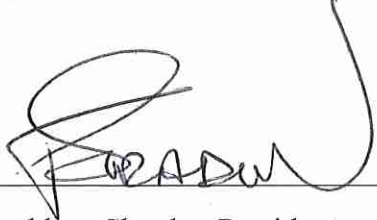
TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTION  
OF RIVERFRONT AT LAS COLONIAS BUSINESS AND RECREATION PARK

THIS MEMORANDUM OF CORRECTION applies to the Declaration of Protective Covenants, Conditions and Restrictions of Riverfront at Las Colonias Business and Recreation Park recorded at Reception #2840865 on May 18, 2018 with the Mesa County Colorado Clerk and Recorder.

Exhibits A, B, and C were inadvertently omitted from the document that was recorded.

Exhibits A, B and C attached hereto are incorporated into the Declaration of Protective Covenants, Conditions and Restrictions of Riverfront at Las Colonias Business and Recreation Park by this Memorandum.

LAS COLONIAS DEVELOPMENT CORPORATION



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Thaddeus Shrader, President

State of Colorado )

County of Mesa )ss.

This instrument was acknowledged before me this 20<sup>th</sup> day of June, 2018 by Thaddeus Shrader as President of the Las Colonias Development Corporation.

Witness my hand and official seal. Jennifer L. Cinquini

My commission expires May 25, 2021.

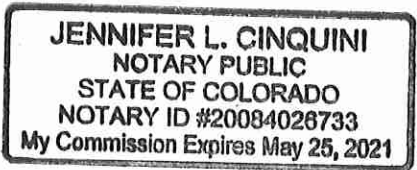


EXHIBIT A

(8 PAGES)

LEASE PARCEL NOS. 1 THROUGH 4

LEASE PARCEL NO. 1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 09°41'10" E, a distance of 110.66 feet to the POINT OF BEGINNING and the beginning of a 656.94 foot radius curve, concave Northwesterly, whose long chord bears N 36°05'36" E with a long chord length of 634.61 feet; thence Northeasterly along the arc of said curve, thru a central angle of 52°01'29", an arc length of 656.94 feet; thence N 10°04'51" E, a distance of 145.92 feet; thence N 32°28'53" E, a distance of 7.98 feet to a point being the beginning of a 100.00 foot radius curve, concave Southeasterly, whose long chord bears N 44°04'36" E with a long chord length of 93.99 feet; thence Northeasterly along the arc of said curve, thru a central angle of 56°03'53", an arc length of 97.85 feet to a point being the beginning of a 28.50 foot radius curve, concave Northwesterly, whose long chord bears N 64°14'30" E with a long chord length of 7.80 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°44'05", an arc length of 7.83 feet to a point being the beginning of a 61.50 foot radius curve, concave Northwesterly, whose long chord bears N 35°34'03" E with a long chord length of 43.69 feet; thence Northeasterly along the arc of said curve, thru a central angle of 41°36'49", an arc length of 44.67 feet; thence S 75°14'22" E, a distance of 12.00 feet; thence N 58°18'24" E, a distance of 30.83 feet to a point being the beginning of a 207.50 foot radius curve, concave Northerly, whose long chord bears S 84°47'29" E with a long chord length of 35.11 feet; thence Easterly along the arc of said curve, thru a central angle of 09°42'18", an arc length of 35.15 feet to a point being the beginning of a 136.50 foot radius curve, concave Southerly, whose long chord bears S 79°56'27" E with a long chord length of 46.01 feet; thence Easterly along the arc of said curve, thru a central angle of 19°24'21", an arc length of 46.23 feet; thence N 19°45'43" E, a distance of 13.50 feet to a point being the beginning of a 150.00 foot radius curve, concave Southwesterly, whose long chord bears S 40°15'31" E with a long chord length of 149.91 feet; thence Southeasterly along the arc of said curve, thru a central angle of 59°57'31", an arc length of 156.97 feet to a point being the beginning of a 123.69 foot radius curve, concave Westerly, whose long chord bears S 02°29'24" E with a long chord length of 33.53 feet; thence Southerly along the arc of said curve, thru a central angle of 15°34'44", an arc length of 33.63 feet to a point being the beginning of a 160.00 foot radius curve, concave Northwesterly, whose long chord bears S 19°43'19" W with a long chord length of 74.12 feet; thence Southwesterly along the arc of said curve, thru a central angle of 26°47'07", an arc length of 74.80 feet

to a point being the beginning of a 175.00 foot radius curve, concave Northeasterly, whose long chord bears S 29°13'41" E with a long chord length of 310.01 feet; thence Southeasterly along the arc of said curve, thru a central angle of 124°41'07", an arc length of 380.83 feet; thence N 88°34'29" E, a distance of 49.10 feet to a point being the beginning of a 146.48 foot radius curve, concave Southwesterly, whose long chord bears S 58°46'16" E with a long chord length of 132.69 feet; thence Southeasterly along the arc of said curve, thru a central angle of 53°51'57", an arc length of 137.71 feet to a point being the beginning of a 65.00 foot radius curve, concave Southwesterly, whose long chord bears S 17°33'27" E with a long length of 32.07 feet; thence Southeasterly along the arc of said curve, thru a central angle of 28°33'42", an arc length of 32.40 feet to a point being the beginning of a 325.00 foot radius curve, concave Westerly, whose long chord S 00°10'33" W with along chord length of 39.15 feet; thence Southerly along the arc of said curve, thru a central angle of 06°54'19", an arc length of 39.17 feet; thence S 03°37'43" W, a distance of 22.27 feet to a point being the beginning of a 102.00 foot radius curve, concave Westerly, whose long chord bears S 21°17'46" W with a long cord length of 61.91 feet; thence Southwesterly along the arc of said curve, thru a central angle of 35°20'05", an arc length of 62.90 feet to a point being the beginning of a 102.00 foot radius curve, concave Northwesterly, whose long chord bears S 62°10'53" W with a long chord length of 73.41 feet; thence Southwesterly along the arc of said curve, thru a central angle of 42°10'48", an arc length of 75.09 feet to a point being the beginning of a 136.00 foot radius curve, concave Southerly, whose long chord bears S 76°46'11" W with a long chord length of 30.80 feet; thence Westerly along the arc of said curve, thru a central angle of 13°00'12", an arc length of 30.87 feet to a point being the beginning of 477.00 foot radius curve, concave Northerly, whose long chord bears S 77°49'54" W with a long chord length of 125.57 feet; thence Westerly along the arc of said curve, thru a central angle of 15°07'37", an arc length of 125.93 feet; thence S 85°23'42" W, a distance of 95.93 feet; thence N 49°36'18" W, a distance of 29.60 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long cord bears S 36°28'51" W with a long chord length of 279.90 feet; thence Southwesterly along the arc of said curve, thru a central angle of 86°06'32", an arc length of 208.09 feet to a point being the beginning of a 40.00 foot radius curve, concave Westerly, whose long chord bears S 21°35'12" W with a long chord length of 37.76 feet; thence Southerly along the arc of said curve, thru a central angle of 56°19'15", an arc length of 39.32 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long chord bears S 40°36'56" W with a long chord length of 65.07 feet; thence Southwesterly along the arc of said curve, thru a central angle of 18°15'48", an arc length of 65.35 feet to a point being the beginning of a 5.00 foot radius curve, concave Northerly, whose long chord bears S 70°09'42" W with a long chord length of 6.25 feet; thence Westerly along the arc of said curve, thru a central angle of 77°21'21", an arc length of 6.75 feet; thence N 71°09'38" W, a distance of 35.82 feet to a point being the beginning of a 40.00 foot radius curve, concave Southerly, whose long chord beard S 72°39'28" W with a long chord length of 47.23 feet; thence Southwesterly along the arc of said curve, thru a central angle of 72°21'49", an arc length of 50.52 feet to a point being the beginning of a 41.30 foot radius curve, concave

Northerly, whose long chord bears N 79°23'49" W with a long chord length of 74.32 feet; thence Westerly along the arc of said curve, thru a central angle of 128°15'15" an arc length of 92.44 feet to a point being the beginning of a 35.55 foot radius curve, concave Southwesterly, whose long chord bears N 46°38'55" W with a long chord length of 37.02 feet; thence Northwesterly along the arc of said curve, thru a central angle of 62°45'27", an arc length of 38.94 feet to a point being the beginning of a 942.43 foot radius curve, concave Southerly, whose long chord bears N 78°51'53" W with a long chord length of 27.55 feet; thence Westerly along the arc of said curve, thru a central angle of 01°40'30", an arc length of 27.55 feet to a point being the beginning of a 44.42 foot radius curve, concave Northeasterly, whose long chord bears N 63°59'19" W with a long chord length of 24.06 feet; thence Northwesterly along the arc of said curve, thru a central angle of 31°25'39", an arc length of 24.37 feet to a point being the beginning of a 447.96 foot radius curve, concave Southwesterly, whose long chord bears N 55°49'43" W with a long chord length of a 117.78 feet; thence Northwesterly along the arc of said curve, thru a central angle of 15°06'28", an arc distance of 118.12 feet to a point being the beginning of a 162.59 foot radius curve, concave Northeasterly, whose long chord bears N 44°41'02" W with a long chord length of 104.25 feet; thence Northwesterly along the arc of said curve, thru a central angle of 37°23'49", an arc distance of 106.12 feet to a point being the beginning of a 55.42 foot radius curve, concave Easterly, whose long chord bears N 10°32'49" W with a long chord length of 29.51 feet; thence Northerly along the arc of said curve, thru a central angle of 30°52'37", an arc length of 29.87 feet to a point being the beginning of a 32.00 foot radius curve, concave Westerly, whose long chord bears N 11°15'50" W with a long chord length of 17.81 feet; thence Northerly along the arc of said curve, thru a central angle of 32°18'38", an arc length of 18.05 feet; thence N 27°25'09" W, a distance of 56.18 feet, more or less, to the Point of Beginning.

CONTAINING 502,807 Square Feet or 11.54 Acres, more or less, as described.



LEASE PARCEL NO. 2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the North line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°57'55" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'32" W, along the West line of said Replat of Pleasant View Subdivision, a distance of 493.73 feet; thence N 89°52'23" W, a distance of 4.52 feet to a point being the beginning of a 214.00 foot radius curve, concave Southwesterly, whose long chord bears N 40°13'57" W with a long chord length of 165.55 feet; thence Northwesterly along the arc of said curve, thru a central angle of 45°30'41", an arc length of 169.99 feet; thence N 68°35'54" W, a distance of 17.66 feet to a point being the beginning of a 213.00 foot radius curve, concave Southerly, whose long chord bears N 73°53'57" W with a long chord length of a 45.85 feet; thence Northwesterly along the arc of said curve, thru a central angle of 12°21'27", an arc length of 45.94 feet to a point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long chord bears N 35°55'01" W with a long chord length of 6.97 feet; thence Northwesterly along the arc of said curve, thru a central angle of 88°19'18", an arc length of 7.71 feet; thence N 86°05'41" W, a distance of 10.03 feet to a point being the beginning of a 20.00 foot radius curve, concave Northwesterly, whose long chord bears S 48°45'11" W with a long chord length of 25.98 feet; thence Southwesterly along the arc of said curve, thru a central angle of 81°01'07", an arc length of 28.28 feet to a point being the beginning of a 136.00 foot radius curve, concave Northerly, whose long chord bears N 87°04'19" W with a long chord length of 17.39 feet; thence Westerly along the arc of said curve, thru a central angle of 07°19'51", an arc length of 17.40 feet to a point being the beginning of a 20.00 foot radius curve, concave Northerly, whose long chord bears N 78°27'34" W with a long cord length of 3.45 feet; thence Westerly along the arc of said curve, thru a central angle of 09°53'39", an arc length of 3.45 feet; thence N 73°30'44" W, a distance of 23.78 feet to a point being the beginning of a 124.15 foot radius curve, concave Northeasterly, whose long chord bears N 64°39'40" W with a long chord length of 28.31 feet; thence Northwesterly along the arc of said curve, thru a central angle of 13°05'42", an arc length of 28.37 feet to a point being the beginning of a 100.32 foot radius curve, concave Southwesterly, whose long chord bears N 66°21'31" W with a long chord length of 28.77 feet; thence Northwesterly along the arc of said curve, thru a central angle of 16°29'25", an arc distance of 28.87 feet; thence N 74°36'13" W, a distance of 86.92 feet to a point being the beginning of a 30.00 foot radius curve, concave Southerly, whose long chord bears N 86°00'37" W with a long chord length of 11.87 feet; thence Westerly along the arc of said curve, thru a central angle of 22°48'47", an arc distance of 11.94 feet to a

point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long chord bears N 61°22'40" W with a long chord length of 5.88 feet; thence Northwesterly along the arc of said curve, thru a central angle of 72°04'42", an arc length of 6.29 feet; thence N 25°20'19" W, a distance of 4.53 feet, thence N 10°04'51" E, a distance of 300.61 feet, more or less, to a point on the North line of the SE 1/4 NW 1/4 of said Section 24; thence N 89°57'55" E, along said North line, a distance of 352.28 feet, more or less, to the Point of Beginning.

CONTAINING 137,447 Square Feet or 3.16 Acres, more or less, as described.

LEASE PARCEL NO. 3

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the East line of the SE 1/4 NW 1/4 of said Section 24 bears S 00°07'58" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'58" W along the West right of way for 27-1/2 Road, as same is described in Book 111, Page 145, Public Records of Mesa County, Colorado and being a line 12.50 feet West of and parallel with, the West line of the SE 1/4 NW 1/4 of said Section 24, a distance of 428.46 feet to a point being the beginning of a 30.00 foot radius curve, concave Northwesterly, whose long chord bears S 66°41'53" W with a long chord length of 40.84 feet; thence Southwesterly along the arc of said curve, thru a central angle of 85°47'39", an arc length of 44.92 feet to a point being the beginning of a 480.00 foot radius curve, concave Northeast, whose long chord bears N 62°25'58" W with a long chord length of 133.14 feet; thence Northwesterly along the arc of said curve, thru a central angle of 15°56'39", an arc length of 133.57 feet; thence N 31°22'30" E, a distance of 10.26 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 12°24'07" W with a long chord length of 4.15 feet; thence Northwesterly along the arc of said curve, thru a central angle of 87°33'13", an arc distance of 4.58 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 37°16'48" W with a long chord length of 57.65 feet; thence Northwesterly along the arc of said curve, thru a central angle of 37°47'50", an arc length of 58.71 feet to a point being the beginning of a 73.00 foot radius curve, concave Southwesterly, whose long chord bears N 29°23'32" W with a long chord length of 27.89 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°01'18", an arc length of 28.06 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 21°07'55" W with a long chord length of 58.75 feet; thence Northwesterly along the arc of said curve, thru a central angle of 38°32'32", an arc length of 59.87 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 49°02'08" W with a long chord length of 4.40 feet; thence Northwesterly along the arc of said curve, thru a central angle of 94°20'57", an arc distance of 4.94 feet; thence S 83°47'23" W, a distance of 7.77 feet to a point being the beginning of a 898.55 foot radius curve, concave Easterly, whose long chord bears N 02°25'28" E with a long chord length of 27.15 feet; thence Northerly along the arc of said curve, thru a central angle of 01°43'52", an arc length of 27.15 feet to a point being the beginning of a 70.18 foot radius curve, concave Westerly, whose long chord bears N 07°24'41" W with a long cord length of 26.06 feet; thence Northerly along the arc of said curve, thru a central angle of 21°24'08", an arc

length of 26.21 feet to a point being the beginning of a 208.91 foot radius curve, concave Southwesterly, whose long chord bears N 29°16'19" W with a long chord length of 80.86 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°19'08", an arc length of 81.38 feet to a point being the beginning of a 170.44 foot radius curve, concave Southwesterly, whose long chord bears N 49°55'50" W with a long chord length of 56.26 feet; thence Northwesterly along the arc of said curve, thru a central angle of 18°59'55", an arc length of 56.51 feet to a point being the beginning of a 30.00 foot radius curve, concave Easterly, whose long chord bears N 23°00'06" W with a long chord length of 35.63 feet; thence Northerly along the arc of said curve, thru a central angle of 72°51'23", an arc length of 38.15 feet to a point being the beginning of a 182.00 foot radius curve, concave Westerly, whose long chord bears N 06°46'41" E with a long chord length of 42.14 feet; thence Northerly along the arc of said curve, thru a central angle of 13°17'49", an arc length of 42.24 feet; thence N 00°07'46" E, a distance of 9.33 feet, more or less, to a point on the South line of said Replat of Pleasant View Subdivision; thence S 89°54'34" E, along said South line, a distance of 326.64 feet, more or less, to the Point of Beginning.

CONTAINING 101,157 Square Feet or 2.32 Acres, more or less, as described.

LEASE PARCEL NO. 4

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 84°08'03" W a distance of 266.05 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 16°35'43" E, a distance of 337.24 feet to a point being the beginning of a 1,324.49 foot radius curve, concave Southeast, whose long chord bears S 62°36'19" W with a long chord length of 13.99 feet; thence Southwesterly along the arc of said curve, thru a central angle of 00°36'19", an arc length of 13.99 feet to a point being the beginning of a 188.00 foot radius curve, concave Northerly, whose long chord bears S 89°56'31" W with a long chord length of 174.43 feet; thence Westerly along the arc of said curve, thru a central angle of 55°16'42", an arc length of 181.38 feet; thence N 62°25'08" W, a distance of 253.05 feet to a point being the beginning of a 100.00 foot radius curve, concave Southerly, whose long chord bears N 76°12'11" W with a long chord length of 47.65 feet; thence Westerly along the arc of said curve, thru a central angle of 27°34'05", an arc length of 48.12 feet; thence N 89°59'13" W, a distance of 67.15 feet; thence N 16°53'32" E, a distance of 113.60 feet to a point being the beginning of a 411.08 foot radius curve, concave Southwesterly, whose long chord bears N 72°19'15" W with a long chord length of 101.60 feet; thence Northwesterly along the arc of said curve, thru a central angle of 14°11'52", an arc length of 101.86 feet; thence N 12°07'01" E, a distance of 74.99 feet to a point being the beginning of a 484.27 foot radius curve, concave Southwesterly, whose long chord bears S 71°33'01" E with a long chord length of 129.36 feet; thence Southeasterly along the arc of said curve, thru a central angle of 15°21'05", an arc length of 129.75 feet; thence N 26°07'31" E, a distance of 5.00 feet to a point being the beginning of a 299.12 foot radius curve, concave North, whose long chord bears N 89°21'25" E with a long chord length of 269.41 feet; thence Easterly along the arc of said curve, thru a central angle of 53°31'53", an arc length of 279.46 feet to a point being the beginning of a 86.00 foot radius curve, concave Southeasterly, whose long chord bears N 70°09'32" E with a long chord length of 22.66 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°08'28", an arc length of 22.73 feet; thence N 76°53'38" E, a distance of 62.31 feet, more or less, to the Point of Beginning.

CONTAINING 120,692 Square Feet or 2.77 Acres, more or less, as described.

Riverfront at Las Colonias  
Grand Junction Colorado  
Exhibit B – Leased Areas / Conceptual Pad Sites

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River Recreation Area

Riverside Parkway

Winters Ave

15th St

27 1/2 Rd

Orchard Mesa  
Pedestrian Bridge

Boat Ramp

Colorado River

Conceptual  
Pad Sites (typ)

Leased Area 1

Leased Area 4

Leased Area 3

Leased Area 2

Dog Park

Festival Area

Butterfly  
Lake

D E

C F

B G

A H

I

M

L

K

J

Riverfront at Las Colonias  
Grand Junction Colorado  
Exhibit C – Common Areas

**Key**  
..... Common Trails  
Common Area

Conceptual  
Pad Sites (typ)

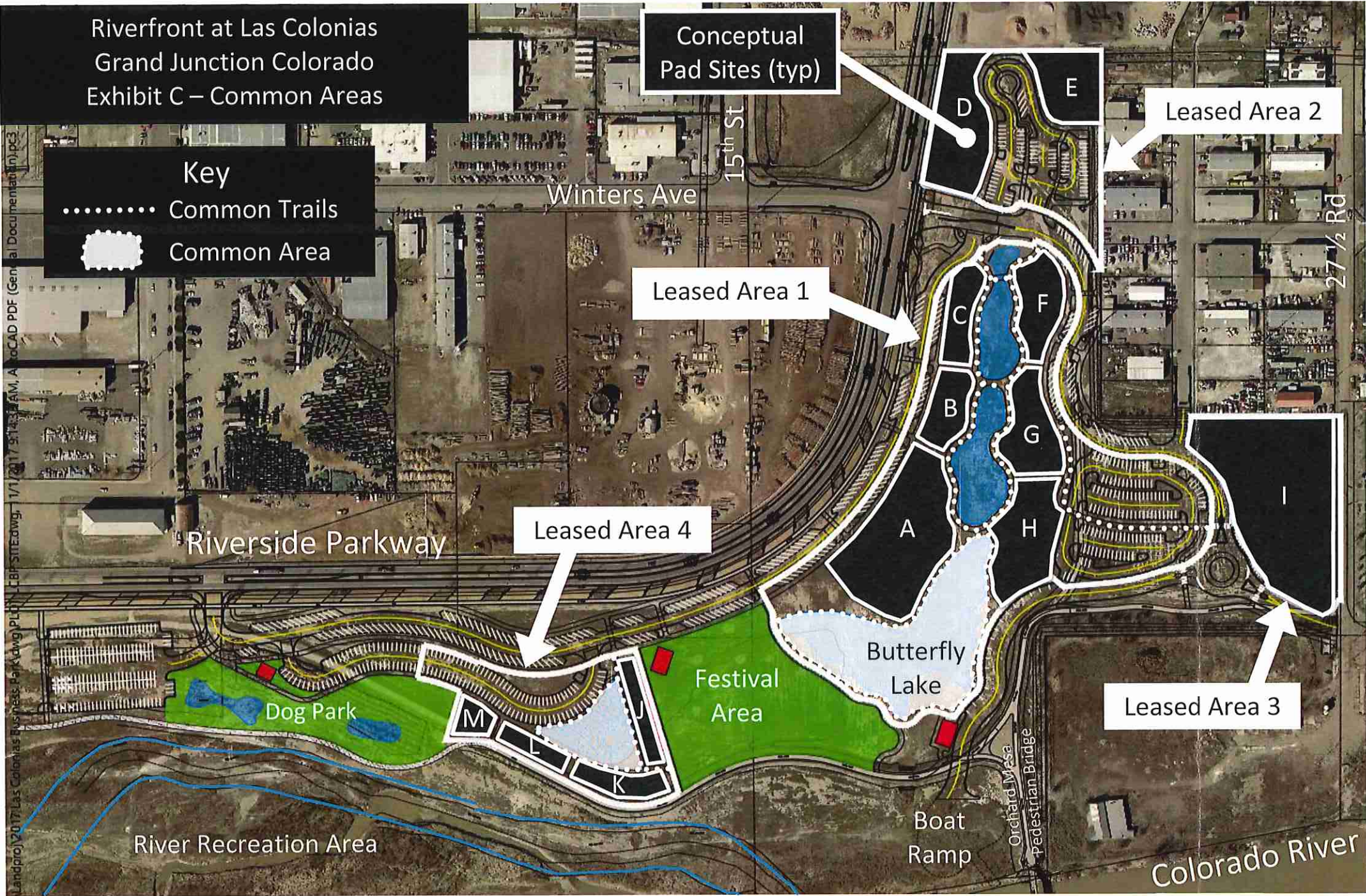
Leased Area 2

Leased Area 1

Leased Area 4

Leased Area 3

Landpro|2017|Las Colonias Business Park.dwg (PLU) | LBP SITE.dwg | 1/1/2017 9:14:33 AM | AutoCAD PDF (General Documentation).pc3



River Recreation Area

Riverside Parkway

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