



Sign Clearance

For Signs that Require a Building Permit

Public Works & Planning Department
250 North 5th Street, Grand Junction CO 81501
Tel: (970) 244-1430 FAX (970) 256-4031

Bldg Permit No.	_____
Date Submitted	<u>4/20/10</u>
Fee \$	<u>25.00</u>
Zone	<u>C-2</u>

TAX SCHEDULE NO. Parcel #	<u>2945-133-00-014</u>	CONTRACTOR	<u>Platinum Sign Co.</u>
BUSINESS NAME	<u>Grand Valley Imaging Systems</u>	LICENSE NO.	<u>200836</u>
STREET ADDRESS	<u>1700 E-70 Business Loop</u>	ADDRESS	<u>2916 E 70 Business Loop</u>
PROPERTY OWNER	<u>John Mariner</u>	TELEPHONE NO.	<u>970-248-9677</u>
OWNER ADDRESS	<u>53269 250th Ave. Pine Island, MN 55963</u>	CONTACT PERSON	<u>Mike Blackwelder</u>

<input type="checkbox"/>	1. FLUSH WALL	2 Square Feet per Linear Foot of Building Facade
<input type="checkbox"/>	2. ROOF	2 Square Feet per Linear Foot of Building Facade
<input type="checkbox"/>	3. FREE-STANDING	2 Traffic Lanes - 0.75 Square Feet x Street Frontage
<input type="checkbox"/>	4. PROJECTING	4 or more Traffic Lanes - 1.5 Square Feet x Street Frontage
<input checked="" type="checkbox"/>	5. OFF-PREMISE	0.5 Square Feet per each Linear Foot of Building Facade See #3 Spacing Requirements; Not > 300 Square Feet or < 15 Square Feet

303-680-1152

Externally Illuminated Internally Illuminated Non-Illuminated

(1 - 5) Area of Proposed Sign: 300 Square Feet / face

(1,2,4) Building Façade: _____ Linear Feet Building Façade Direction: North South East West

(1 - 4) Street Frontage: _____ Linear Feet Name of Street: E 70 Business Loop

(2 - 5) Height to Top of Sign: 40 Feet Clearance to Grade: 28 Feet

(5) Distance to Nearest Existing Off-Premise Sign: 600+ Feet
NE - 1,000' SW - 1400'

EXISTING SIGNAGE TYPE & SQUARE FOOTAGE: off premise

<u>to be</u>	<u>36</u> Sq. Ft.
<u>N/A</u>	_____ Sq. Ft.
_____	_____ Sq. Ft.
_____	_____ Sq. Ft.
Total Existing:	<u>N/A</u> Sq. Ft.

FOR OFFICE USE ONLY

Signage Allowed on Parcel for ROW: N/A

Building _____ Sq. Ft.

Free-Standing _____ Sq. Ft.

Total Allowed: _____ Sq. Ft.

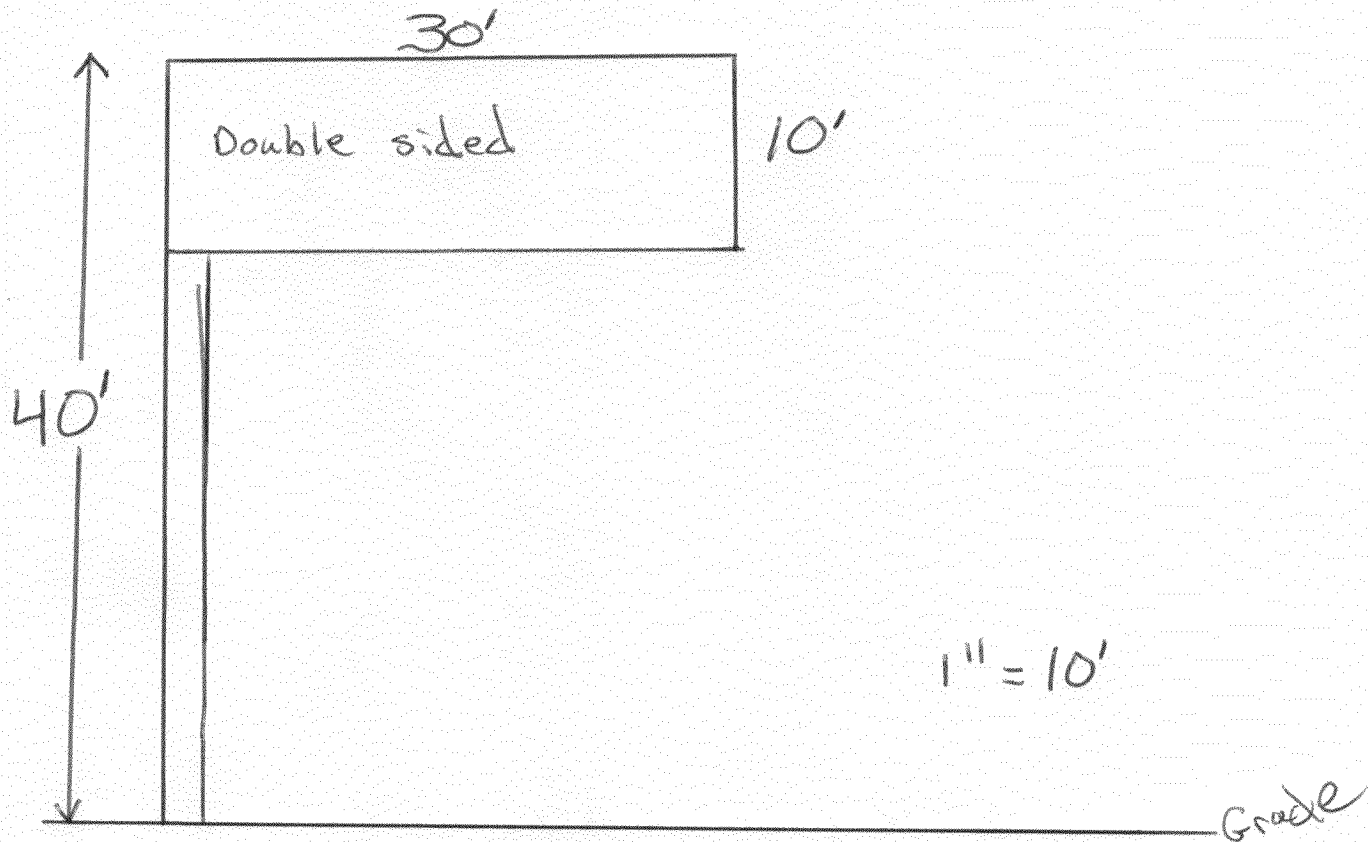
This sign permit may be subject to CDOT regulations. Please contact CDOT for further information.

COMMENTS: Sign is for Mile High Outdoor - please contact Wayne Osterloo at 303-680-1152 for questions or information.

NOTE: No sign may exceed 300 square feet. A separate sign clearance is required for each sign. Attach a sketch, to scale, of proposed and existing signage including types, dimensions and lettering. Attach a plot plan, to scale, showing: abutting streets, alleys, easements, driveways, encroachments, property lines, distances from existing buildings to proposed signs and required setbacks. **A SEPARATE PERMIT FROM THE BUILDING DEPARTMENT IS ALSO REQUIRED.**

I hereby attest that the information on this form and the attached sketches are true and accurate.

<u>Wayne Osterloo</u> Applicant's Signature	<u>9/17/10</u> Date	<u>PD Gayleen Henderson</u> Planning Approval	<u>9-23-10</u> Date
(White: Planning)	(Yellow: Neighborhood Services)	(Pink: Building Permit)	(Goldenrod: Applicant)





Wayne Osterloo
P.O. Box #: 461299
Aurora, CO 80046-1299
3036801152

September 17, 2010

Pat Dunlap
Planning Technician
City of Grand Junction
250 N. 5th Street
Grand Junction, CO. 81501

Dear Pat:

Please accept the attached sign permit application and related documents for the purpose of applying for an off-premise sign permit at 1700 I-70 Business Loop. The sign we are planning on erecting will be a double faced sign, 40 feet in height. The dimensions of the sign faces will be 10 feet by 30 feet for each side.

Included with this application are three copies of a CDOT sign permit form. If the City approves our application these three CDOT forms will require the City to verify its approval in the highlighted area. CDOT also requires that the property be zoned commercial or industrial today, and prior to 1970. According to our research the property is zoned commercial today, and was zoned business (commercial) on May 7, 1956 by Mesa County (Fruitvale Planning District). This zoning document was recorded on May 14, 1956. It can be found on page 22 of reception number 668305.

Hopefully all the documentation and fees required is included with this application. Should you feel that additional documentation is required or you have any questions please feel free to call me at 303-680-1152. I plan on being in Grand Junction on Thursday, September 23, and I would be more than happy to bring along any additional documentation you may require if I hear from you by then.

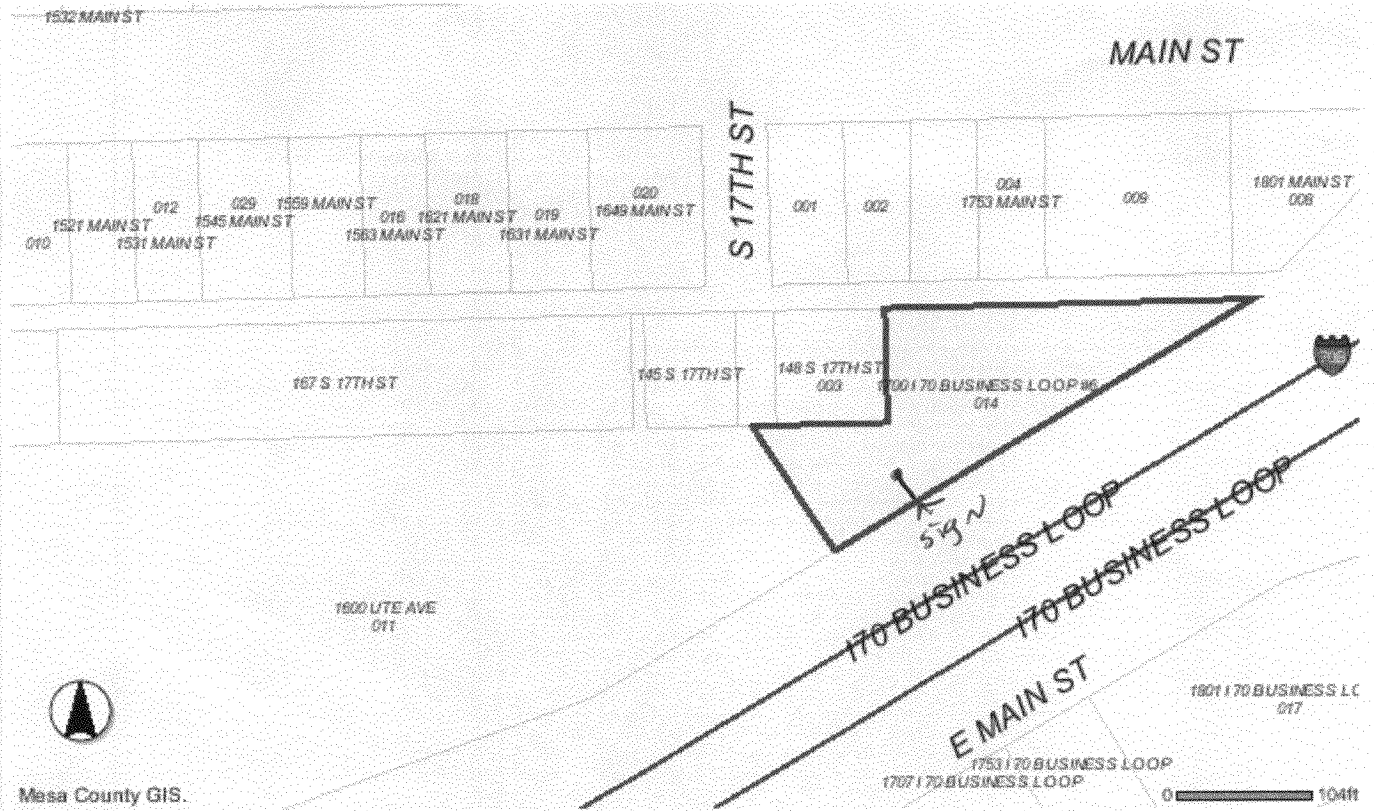
Thank you for your time and attention on this application.

Sincerely,

Wayne Osterloo
Agent for Mile High Outdoor







MILE HIGH OUTDOOR
SIGN LEASE AGREEMENT 2010

1. In consideration of payment terms below, Lessor hereby leases to Lessee the property at: 1700 I 70 Business Loop Parcel # 2945-133-00-014 (see attached site plan), City/County of Grand Junction State of Colorado, for Lessee's exclusive off-premise advertising use, for a term of ~~3~~ years, commencing upon complete installation of sign or 360 days, whichever comes first. In the event Lessee does not complete construction of sign within 360 days, Lessor or Lessee may terminate this Lease upon written notice to the other; provided, however, that in the event that Lessee actually erects a sign structure and displays advertising thereon within thirty (30) days of Lessee's receipt of Lessor's termination notice, this Lease shall remain in full force and effect.

The following term payments will apply:

\$ / year, payable in monthly installments of \$, for years 1-4.
Rent shall be increased % after every 4 years. *ex years rent will be increased to \$ per year.*

2. Lessor covenants that Lessor owns the above premises, that Lessor has full power and authority to execute this Agreement and that Lessor shall not permit anything to be done which will interfere with Lessee's use of these premises.
3. Lessee shall save Lessor harmless from all damage to persons or property resulting from the negligent acts of Lessee's agents or employees while building, maintaining, operating, repairing or removing the signs at the premise.
4. Lessee shall remain the owner of all its sign permits and applicable permit rights, sign structure and equipment Lessee places on these premises, and shall retain the right to remove Lessee's sign and equipment at any time. Lessor shall not allow any new signs or structures to be erected on Lessor's property that are not in existence at the time of the execution of this and that will obstruct the visibility of Lessee's signs.
5. Lessor represents that it shall maintain its property in such a manner that ingress to egress from and visibility of Lessee's advertising faces is not impaired. In this regard, Lessor grants Lessee the right to trim, cut, or remove brush, trees, shrubs, or any vegetation on Lessor's property that obstruct advertising faces. Lessor consents and grants to Lessee and/or its agents the right to ingress and egress to and from its structure over premises owned or controlled by Lessor for all purposes reasonably necessary for the erection, maintaining, servicing and removal of its structure. Where applicable, at Lessee's sole expense, Lessee shall have the right to establish electrical power to the structure through service lines that may be installed overhead or underground on, above or through Lessor's property.
6. In the event that, in Lessee's sole opinion, Lessee is prevented by law from erecting or maintaining Lessee's signs on these premises, the visibility of Lessee's signs becomes impaired, or the vehicular traffic passing by the premises significantly diminishes, or advertising value is impaired or diminished, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor, receiving back from Lessor all unearned rent Lessee paid Lessor for the unexpired term.
7. In the event or threat of condemnation, Lessee's participation in any award granted shall be limited to Lessee's damages, including loss of use of the sign, cost of removing the sign and loss of the leasehold interest.
8. This Lease shall be binding upon the heirs, executors, and successors and assigns for the parties hereto, and Lessor agrees to notify Lessee in writing within ten (10) days of any change of ownership of the premises. Lessor agrees to hold Lessee harmless from any action resulting from failure to provide such said notice. Lessor shall not assign or otherwise transfer any of its interest or rights under this Lease except to a party who purchases the underlying fee title.
9. After the term hereof, this Agreement shall renew for a like term unless terminated at the end of such term or any subsequent term by either party in writing, or by operation of law, within no less than sixty (60) days before the end of such term or subsequent term.
10. Any alleged breach of this Agreement shall not be deemed a default which would justify termination unless written

notice of that alleged breach has been served by the protesting party, and said notice allows the other party at least ten (10) days after receipt of said notice to cure the alleged breach.

11. This Agreement is contingent upon Lessee being able to secure a sign permit from City/County of Grand Junction and Colorado DOT. Lessee agrees to use its commercially reasonable efforts to secure said permits and to pay all expenses in connection therewith. Rent shall not commence unless and until all necessary permits are secured.

12. Lessee shall not display any competitor's ads on structure that directly competes with lessor's business, which is currently an office supply company + office equipment company. *DR*

13. Monthly installments shall be paid to Lessor by Lessee in advance by the first day of each month. Payments not received by the tenth day of the month due will be assessed a late fee equal to 10% of the installment due. Failure to pay monthly installments and/or accrued late fees within thirty (30) days of the due date will constitute a breach of this contract. *DR*

14. In the event Lessee fails to pay Lessor one or more monthly installments and/or accrued late fees within ten (10) days of receipt of written notice of breach, Lessor may terminate this Agreement upon thirty (30) days written notice to Lessee. *DR*

15. Upon termination of this agreement for any reason Lessee shall, within thirty (30) days of termination, remove said sign structure to ground level entirely at Lessee expense. Should Lessee not remove said sign structure within this thirty (30) days said structure shall become the property of Lessor. *DR*

Accepted and approved:

Accepted and approved:

Date
MILE HIGH OUTDOOR, LESSEE

Steve Richards
President
300 E Hampden Suite 324
Englewood, CO 80113
303.783.4800

X *Debra L. Mariner* 9/2/10
Date
Y *Debra L. Mariner*, LESSOR

53269 250th Ave.
Pine Island, MN,
55963

Tax ID: _____