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File 1976-0071

Date 5/3/00

Project Name: Motor City Subdivision

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>
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X	X	*Summary Sheet – Table of Contents
		Application form
		Receipts for fees paid for anything
		*Submittal checklist
		*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map
		Evidence of title, deeds
		*Mailing list
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		*Consolidated review comments list
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Follow-Up Form			
X		Review Sheets			
X		Letter from Karl Metzner to Mr. Lowe – 10/15/79			
X		Letter from Richard Bowman to Armstrong Engineers & Assoc. Inc. – 3/25/77			
X	X	Letter from Ronald Rish to Wiliam Bennett - 1/31/77			
X	X	Letter from Richard Bowman to William Lowe – 1/14/77			
X	X	Preliminary Plan Application			
X		Legal Descriptions			
X	X	Development Summary Form			
X	X	Motor City Subdivision Final Plat			
X	X	Receipt and Option Contract			
X	X	Adjoining Property Owners			

Subdivision Motor City Sub.
 Date 10/12/76 Item # 71-76
 Petitioner William B. Lowe

Preliminary Review Agencies Comments

Final Review Agencies Comments

UTILITIES - show more info. on size & location of sewer & water lines.
Engineering - ~~As noted~~ ~~at~~ ~~the~~ ~~site~~ ~~of~~ ~~the~~ ~~project~~ ~~is~~ ~~not~~ ~~adequate~~ ~~to~~ ~~handle~~ ~~the~~ ~~traffic~~ ~~of~~ ~~the~~ ~~site~~ ~~at~~ ~~the~~ ~~highway~~ ~~exit~~ ~~at~~ ~~the~~ ~~independent~~ ~~&~~ ~~frontage~~ ~~road~~ ~~should~~ ~~be~~ ~~50'~~ ~~3~~ ~~may~~ ~~be~~ ~~sight~~ ~~distance~~ ~~problem~~ ~~on~~ ~~independent~~.
MTN Bell - telephone & Power Line will have to have easement or be moved.
County Surv. - Final will need info on monuments.

Fire Dept. - one hydrant near lot 8 BK 2 - 6" min. supply
Engineering - Project engineers are working with city on detailed plans of sewer, water & streets.

Action Taken

P.C. Approved 22 Oct 1976
 C.C. Approved 19 Nov. 1976

Action Taken

P.C. Approved 26 JAN. 77
 C.C. Approved 16 Feb 77

Comments

Comments

0 SUBJECT TO ABOVE CONDITIONS & ALSO NO RIGHT TURN FOR TRUCKS ON INDEPENDENT.

ITEMS REQUIRED FROM DEVELOPER

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Check | <input type="checkbox"/> Utility Agreement | <input type="checkbox"/> Title Investigation |
| <input type="checkbox"/> Drainage | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Covenants |
| <input type="checkbox"/> Improvements | <input type="checkbox"/> Guarantee | <input type="checkbox"/> Annexation |
| | | <input type="checkbox"/> Other (Specify) |

A. (18) copies of this application required. Numbering system corresponds with Grand Junction Development Regulations. Layouts and designs initiate for this application should incorporate the Design Standards reviewed in Section III of the regulation. If question not applicable, indicate by n/a.

B. Motor City
name of subdivision

C. Owners and/or subdividers.

<u>William B. Lowe</u> name	_____ name	_____ name
<u>416 E. Mayfield Dr.</u> address	_____ address	_____ address
<u>245-1330</u> business phone	_____ business phone	_____ business phone

Designer:

<u>Armstrong Engineers & Associates</u> name	<u>245-3861</u> business phone
<u>861 Rood Ave.</u> address	<u>Colo. Reg. No. 11441 PE-LS</u> registration and number

D. Legal description. (Attach additional sheets as necessary).
This parcel is composed of 3 parcels. See attached sheet for legals

Total acreage 10.87 acres.

E. Eighteen (18) copies of map submitted yes X no _____
If "no", explain.

The following check list shall be completed to insure that the map contains the essential information required by the subdivision regulations (see regulations for detailed information).

27-2.2 f. Scale and Size

- (1) Proposed Name X
- (2) Location and boundaries X
- (3) Names and Addresses of subdivider and engineer or surveyor X
- (4) Date of preparation X
- (5) Total acreage X
- (6) Location and dimensions for existing streets, alleys, easements and water courses X

- | | | |
|------|---|--------------|
| (7) | Location dimensions and names of proposed streets, alleys, easements, lot lines and public sites | _____x_____ |
| (8) | Topography | _____x_____ |
| (9) | Floodplain designation | _____NA_____ |
| (10) | Land Use breakdown - number and size of lots | _____x_____ |
| (11) | Sites for multi-family residential, business, or non-public uses | _____NA_____ |
| (12) | Adjacent zoning | _____x_____ |
| (13) | Names and Locations of adjoining subdivisions, names and dimensions of existing streets and other relevant data on adjoining properties | _____x_____ |
| (14) | Location and size of existing sewer and water lines and proposed utility easements | _____x_____ |
| (15) | Location and size of proposed water and sewer taps | _____x_____ |

Text

Eighteen (18) copies of text material in report form submitted yes no
 If "no", explain: _____

27-2.2 ~ f

- (4) Copy of certificate of title with a list of all mortgages, judgments, liens, etc. of record.
 Developer will furnish
 Subdivision summary form _____

This application completed by:

_____Frank Webber_____	
name	name
861 Rood Ave., Grand Jct.	
address	address
signature	date

DEVELOPMENT SUMMARY FORM

CITY OF GRAND JUNCTION

Date: 10/4/76

Development Name: Motor City

Filing 1

Location of Development: TOWNSHIP T1S RANGE R1W SEC 10 1/4

Owner(s) NAME William B. Lowe

ADDRESS 416 E. Mayfield Dr.

Developer (s) NAME William B. Lowe

ADDRESS 416 E. Mayfield Dr.

Type of Development	Number of Dwelling Units	Area* (Acres)	% of * Total Area
() Single Family	_____	_____	_____
() Apartments	_____	_____	_____
() Condominiums	_____	_____	_____
() Mobile Homes	_____	_____	_____
() Commercial	N. A.	<u>9.56</u>	<u>88%</u>
() Industrial	N. A.	_____	_____
() Other (specify)	_____	_____	_____
	Street	<u>1.32 acres</u>	<u>12%</u>
	Walkways	_____	_____
	Dedicated School Sites	_____	_____
	Reserved School Sites	_____	_____
	Dedicated Park Sites	_____	_____
	Reserved Park Sites	_____	_____
	Private Open Areas	_____	_____
	Easements	<u>1.00 acres</u>	<u>9.2%</u>
	Other (Specify)	_____	_____

TOTAL

*By Map Measure

10.88 100%

Estimated water requirements 545,000 gallons/day.

Proposed Water Source(s) City Water

Estimated Sewage Disposal Requirement 436,000 gallons/day.

ACTION:

Planning Commission Recommendation

Approval ()

Disapproval ()

Remarks _____

Date _____, 19____.

City Council

Approval ()

Disapproval ()

Remarks _____

Date _____, 19____.

Note: This form is required by C.R.S. 106-3-37 (4) but is not a part of the regulations of the City of Grand Junction.

RECEIPT AND OPTION CONTRACT (COMMERCIAL)

Aug. 23, 19 76

RECEIVED FROM William B. Lowe

Purchaser (as joint tenants), the sum of \$ _____ in the form of _____ to be held by (see attached option agreement) _____, broker, in his escrow or trustee account,

as earnest money and part payment for the following described real estate situated in the _____

County of _____ Colorado, to wit: Beg N 89 Deg 31' W 1473.3 Ft + N 328.7 Ft Fr SE Cor Sec 10 1S 1W N 828.04 Ft N 89 Deg 49' W 110 Ft S 150 Ft N 89 Deg 49' W 238.5 Ft S 650 Ft N 89 Deg 36' W 21 Ft S 322.6 Ft to N Li Hwy S 88 Deg 29' 30 E 390.4 Ft Sely Alg a Cve to L with a Rd 3620 Ft to a Pt S of Beg N to Beg. Beg 235 Ft S of Nw Cor NE4SW4SE4 Sec 10 1S 1W E 91 Ft S 40 Ft E 70 Ft S 385 Ft W 161 Ft N 425 Ft to Beg. Beg NW Cor SE4SW4SE4 Sec 10 1S 1W E 140 Ft S 240 Ft to Hwy 6-50 Nwly alg hwy to a Pt 236.5 Ft S of Beg N to Beg. E 150 Ft of SE4SW4SE4 Sec 10 1S 1W N of Hwy. Tax schedul : #2945-104-00-066 #2945-104-00-028 #2945-104-00-029 #2945-104-00-067

with all easements and rights of way appurtenant thereto, all improvements thereon and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, known as 2578 Hwy 6-50 including approx. 11 (eleven) Acres

which property purchaser agrees to buy upon the following terms and conditions, for the purchase price of \$ 335,000.00, payable as follows: \$ 10,000.00 hereby received for, \$ 87,150.00 cash or certified funds upon closing (plus customary closing costs.) Purchaser shall execute his Note and Deed of Trust in favor of sellers in the amount of \$237,850.00 payable in annual installments of \$47,258.42 or more, including principal and interest at the rate of 9% per annum, this being a 7 (seven) year amortized loan. Purchaser shall pay the property taxes when due and furnish seller with a receipt thereof.

1. If a note and trust deed or mortgage is to be assumed, the purchaser agrees to pay a loan transfer fee not to exceed \$ N/A and it is a condition of this contract that the purchaser may assume such encumbrance without change in its terms or conditions except _____

2. Price to include the following personal property: none

to be conveyed by bill of sale at time of closing in their present condition, free and clear of all personal property taxes, liens and encumbrances, except: none

and except any personal property liens in any encumbrance specified in paragraph 4.

The following fixtures of a permanent nature are excluded from this sale: corrals, holding pens, and stock scales

15 days after notice to exercise option is given 3. An abstract of title to said property, certified to date, or a current commitment for title insurance policy in an amount equal to the purchase price, at seller's option and expense, shall be furnished the purchaser on or before _____, 19 _____. If seller elects to furnish said title insurance commitment, seller will deliver the title insurance policy to purchaser after closing and pay the premium thereon.

4. Title shall be merchantable in the seller. Subject to payment or tender as above provided and compliance with the other terms and conditions hereunder by purchaser, seller shall execute and deliver a good and sufficient General warranty deed to said purchaser on _____, 19 ____, or, by mutual agreement, at an earlier date, conveying said property free and clear of all taxes, except the general taxes for 19 77, payable January 1, 19 78, and except restrictions, reservations, easements and rights of way of record _____;

free and clear of all liens for special improvements now installed, whether assessed or not; free and clear of all liens and encumbrances except: none

and except the following easements: any of record

and subject to building and zoning regulations and the following restrictive covenants: any of record

Any encumbrance required to be paid may be paid from the proceeds of this transaction.

5. General taxes for 1977 shall be apportioned to date of delivery of deed based on the most recent levy and the most recent assessment. Personal property taxes, prepaid rents, water rents, sewer rents, FHA mortgage insurance premiums and interest on encumbrances, if any, and none shall be apportioned to date of delivery of deed.

6. The hour and place of closing shall be as designated by Lage Real Estate Co.

7. Possession of premises shall be delivered to purchaser on day of closing 6 mo after closing
A. F. S. R. S.

subject to the following leases or tenancies: an existing lease between sellers and United International Real Estate Co., a copy of which shall be attached to and become a part of this contract.

If the seller fails to deliver possession on the date herein specified, the seller shall be subject to eviction and shall be liable for a daily rental of \$_____ until possession is delivered.

8. In the event the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten per cent of the total purchase price, the seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract may be cancelled at option of purchaser. Should the purchaser elect to carry out this agreement despite such damage, such purchaser shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the total purchase price. Should any fixtures or services fail between the date of this agreement and the date of possession or the date of delivery of deed, whichever shall be earlier, then the seller shall be responsible for the repair or replacement of such fixtures or services with a unit of similar size, age and quality, or an equivalent credit.

9. Time is of the essence hereof, and if any payment or any other condition hereof is not made, tendered or performed as herein provided, there shall be the following remedies. In the event a payment or any other condition hereof is not made, tendered or performed by the purchaser, then this contract shall be null and void and of no effect, and both parties hereto released from all obligations hereunder, and all payments made hereon shall be retained on behalf of the seller as liquidated damages. In the event that the seller fails to perform any condition hereof as provided herein, then the purchaser may, at his election, treat the contract as terminated, and all payments made hereunder shall be returned to the purchaser; provided, however, that the purchaser may, at his election, treat this contract as being in full force and effect with the right to an action for specific performance and damages.

10. In the event the seller fails to approve this instrument in writing on or before Aug. 27 1976, or if title is not merchantable and written notice of defects is given to the seller or agent within the time herein provided for delivery of deed and shall not be rendered merchantable within 60 days after such written notice, then this contract, at purchaser's option, shall be void and of no effect and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be returned forthwith to purchaser upon return of the abstract, if any, to seller; provided, however, that in lieu of correcting such defects, seller may, within said 60 days, obtain a commitment for Owner's Title Insurance Policy in the amount of the purchase price showing the title to be free from such defects and seller shall pay full premium for such Title Insurance Policy.

11. Additional Provisions: For the purpose of this agreement the following fixtures of a permanent nature not excluded in paragraph #2, i.e.; Auction arena, restaurant equipment and fixtures, auction arena offices, and all buildings and canopies attached thereto shall also be removed by seller and are deemed to have a value of \$100,000.00, not to be deducted from the purchase price. It is agreed that seller shall have six months after closing to complete removal of the above said buildings, including those mentioned in paragraph #2.

That part of which seller wants
A. F. S. W. S. R. S.

12. Upon approval hereof by the seller, this agreement shall become a contract between seller and purchaser and shall inure to the benefit of the heirs, successors and assigns of said parties.

Purchaser _____ Date _____

Agent Lage Real Estate Co.

Purchaser _____ Date _____

By: [Signature]

Seller approves the above contract this _____ day of _____, 19____ and agrees to pay a commission of _____% of the gross sales price for services in this transaction, and agrees that, in the event of forfeiture of payments made by purchaser, such payments shall be divided between the seller's broker and the seller, one half thereof to said broker, but not to exceed the commission, and the balance to the seller.

Seller Seller

Purchaser's Address _____

Seller's Address _____

COUNTER PROPOSAL

RE: Proposed Contract for the purchase of property described as:

2578 Hwy 6-50 including approx. 11 (eleven) acres.

situated in the _____ County of Hesa, Colorado, dated Aug. 23
1976, between A. F. Seedig and Roberta Seedig
as Owners and William B. Lowe as Purchasers.

The undersigned Owner(s) accepts said proposed contract, subject to the following amendments:

1. RE: Addendum "A". Delete the following from the paragraph beginning with "11. consideration": provided however that before the expiration of the option, should the optionee elect, optionor shall accept an additional payment of \$1,000.00 per month for a period of 3 months and shall grant to the optionee in consideration of that payment, an extension of the option upon all terms and conditions as set forth herein.
2. RE: Agreement of Sale. Delete that part of the terms and condition stating: The said Deed of Trust securing seller's note for the balance of the purchase price shall contain a provision permitting subordination of the lien to a prior Deed of Trust securing a note payable to a recognized financial institution, provided however that the proceeds of such a note to which seller subordinates shall be used only for financing improvements on the securing property.
3. RE: Addendum "C". Add the following to the paragraph beginning "For the purpose": not to be deducted from the purchase price.

All other terms and conditions to remain the same. If this counter proposal is accepted by Purchaser, as evidenced by Purchaser's signature hereon, on or before Aug 27, 1976, the said proposed contract, as amended hereby, shall become a contract between the parties.

A. F. Seedig
Owner

Roberta Seedig
Owner

The foregoing counter proposal is accepted this _____ day of _____, 19____.

Purchaser

Purchaser

Lage Real Estate Co.
Broker

OPTION AGREEMENT

IN consideration of the payment by the undersigned optionee in the amount of \$10,000.00, receipt of which is hereby acknowledged, optionor grants to optionee an option to purchase the real property described in the attached Agreement of Sale upon all the terms and conditions set forth therein. If not exercised, this option shall expire 183 days from date of acceptance.

THE option shall be exercised by mailing or delivering written notice to the optionor prior to the expiration of this option. Notice, if mailed shall be by certified mail, postage prepaid, to the optionor at the address set forth below, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

IN the event the option is exercised, the said sum of \$10,000.00 shall be credited to the purchase price, otherwise it is forfeited.

IN the event the option is exercised, the attached Agreement of Sale shall be effective as if the offer and acceptance thereof had both been made upon the date the option is exercised.

DATED

8.27.76

A. F. Seeding
OPTIONOR

William D. Purr
OPTIONEE

Roberta Seeding
OPTIONOR

436 W Hall
ADDRESS

LOWE & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
P.O. BOX 2266
GRAND JUNCTION, COLORADO 81501
—
245-1330

February 22, 1977

Mr. A. F. and Mrs. Roberta Seedig
436 West Hall
Grand Junction, Co. 81501

Dear Mr. and Mrs. Seedig:

This letter is written to confirm our option agreement dated August 27, 1976. Per the aforesaid agreement, this letter shall serve as formal notice of my intent to exercise the option to purchase.

Thank you for your cooperation.

Very truly yours,

William B. Lowe
William B. Lowe

Received Feb-23-1977
A. F. Seedig
Roberta Seedig

PROPERTY OWNERS

2945-104-066
2945-104-028
2945-104-029
2945-104-067

William B. Lowe
416 E. Mayfield Dr.
Grand Junction, CO 81501

ADJOINING PROPERTY OWNERS

05-015 Edward M. & Nadine L. Lippoth
2246 Knollwood Land
Grand Junction, CO 81501

021 Western Slope Gas Co.
1125 Pitkin AVE.
Grand Junction, CO 81501

020 Bob Faith & Bob Scott
640 Grand Ave.
Grand Junction, CO 81501

045 Katherine E. Munds ET AL
675 23 Road.
Grand Junction, CO 81501

042 Western Slope Welding
& Supply
2584 Hwy 6-50
Grand Junction, CO 81501

031 Charlotte F. Coder
P.O. Box 931
Grand Junction, CO 81501

033 Merle E. Clark & Janice M.
501 Independent Ave.
Grand Junction, CO 81501

023 Claude C. Lewis
956 Ouray Ave.
Grand Junction, CO 81501

025 Katherine E. Munds, ET AL
675 23 Road
Grand Junction, CO 81501

026 Katherine E. Munds ET AL
675 23 Road
Grand Junction, CO 81501

037 Ora Cook Feller & M.H.
450 W. Kennedy Ave.
Grand Junction, CO 81501

JAN 10 1977

January 14, 1977

Mr. William B. Lowe
416 E. Safield Drive
Grand Junction, Colorado 81501

Re: Site Application for Sewer Line Extension for
Motor City Subdivision - Mesa County - #2220

Dear Mr. Lowe:

This is to inform you that your "Application for Approval of Sewage Collection Facilities" for a sewer line extension project consisting of eight inch line for the Motor City Commercial Subdivision located in Mesa County, Colorado was approved by the Colorado Water Quality Control Commission at its meeting held on January 4, 1977. The flow from the Motor City Subdivision will be treated by the City of Grand Junction wastewater treatment plant. This approval is subject to the following conditions:

1. A certification from the engineer must be furnished prior to commencement of operation stating that the facilities were constructed as shown on the plans submitted or a justification by the engineer and/or operating entity of any changes that were made.
2. This site approval will expire on January 4, 1978. If the construction of the project has not commenced by that date, you must reapply for a site approval.

This approval does not relieve the owner from compliance with all county regulations prior to construction nor from responsibility for proper engineering, construction, and operation of the facility.

Please retain this letter for your permanent records.

Very truly yours,

FOR DIRECTOR, WATER QUALITY CONTROL DIVISION

Richard H. Bowman, P.E., District Engineer

RHB:dec

Approved By:

cc: Mesa County Health Dept.
 ✓ Mesa County Planning
 Armstrong Engineers & Assocs., Inc.
 District Engineer

Frank J. Rozich, P.E., Director
Water Quality Control Division



City of Grand Junction, Colorado

January 31, 1977

Mr. William E. Bennett
Armstrong Engineers and Associates, Inc.
861 Rood Avenue
Grand Junction, Colorado 81501

Dear Mr. Bennett:

As you are aware, I have reviewed the construction plans for proposed Motor City Subdivision and requested several revisions to details for the streets and storm drains which you have made.

The revised streets and storm drains plans submitted to me with your letter of January 27, 1977, are hereby approved. Although specifications were not submitted, I assume you will furnish copies of our City Standard Specifications (which you have on file) to prospective bidders so as to avoid any confusion on their part as to our requirements.

If I can be of further assistance, please do not hesitate to call.

Very truly yours,

Ronald P. Rish, P.E.
City Engineer-Public Works

cc - John Kenney
Jim Patterson
Don Warner

Colorado State Game, Fish, & Parks Dept.

NE Cor
NE 1/4, SW 1/4, SE 1/4
Section 10
T15, R1W, Ute PM

