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File 1979-0089 (2 of 2)
Date 12/13/00

Project Name: Village Fair Shopping Park – Revised Final

P	S	<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>			
X	X	<p>*Summary Sheet – Table of Contents</p> <p>Application form</p> <p>Receipts for fees paid for anything</p> <p>*Submittal checklist</p> <p>*General project report</p> <p>Reduced copy of final plans or drawings</p> <p>Reduction of assessor's map</p> <p>Evidence of title, deeds</p>			
X	X	<p>*Mailing list</p> <p>Public notice cards</p> <p>Record of certified mail</p>			
X		<p>Legal description</p> <p>Appraisal of raw land</p> <p>Reduction of any maps – final copy</p>			
X	X	<p>*Final reports for drainage and soils (geotechnical reports)</p> <p>Other bound or nonbound reports</p> <p>Traffic studies</p> <p>Individual review comments from agencies</p> <p>*Consolidated review comments list</p>			
X	X	<p>*Petitioner's response to comments</p> <p>*Staff Reports</p> <p>*Planning Commission staff report and exhibits</p> <p>*City Council staff report and exhibits</p> <p>*Summary sheet of final conditions</p> <p>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</p>			
<u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u>					
X	X	Action Sheet	X	X	Ordinance No. 2040 - **
X	X	Review Sheet Summary	X	X	Letter from John Nisley to Earl Jensen re: appraisal – 1/5/82
X		Review Sheets	X	X	LetterS from Earl Jensen to Planning Dept. re: construction schedule, Landscaping intent-1/13/82
X	X	Gamma radiation survey – 11/30/81	X	X	Letter from Jim Pickens to Bob Golden re: approval of plan – 1/15/82
X	X	Power of Attorney - **	X		Public Notice Posting
X	X	Revised Plan	X	X	Memo from City Planning to Earl Jensen and Chris Grey re: conditions will be required for review for the possible issuance of building permits – 1/218/81
X	X	Declaration of Covenants	X		Request for Treasurer's Certificate of Taxes Due
X	X	Note to file – 10/18/82	X		Development Application
X		Record of Final Plat Recording	X	X	Geotechnical Study from – * already scanned in first (1 of 2)
X	X	Memo from Jim Patterson to Ron Rish – 12/18/81	X		Deeds
X	X	Letter from Patrick Gormley to City of Grand Junction – 12/18/81	X		Subdivision Summary Form

OOOOOOO submittal legend OOOOOOO

- A Application Form
- B Impact Statement
- C Plan (show adjacent uses)
- D Plat
- E Summary Form
- F Improvements Agreement
- G Improvements Guarantee
- H Geology Report
- ~~I~~ Appendix A (county only)
- J Subsurface Soils Investigation
- K Gamma Radiation Report
- ~~L~~ Flood Hazard Report
- M Utilities Composite
- N Grading & Drainage Plan
- O Roadway Plan & Profiles
- P Screening & Landscaping Plan
- Q Traffic Circulation Plan
- R Development Schedule
- S Ute Water Peak Demand Data Sheet
- ~~T~~ Desert Landscaping or Irrigation Commitment Letter
- U Evidence of Title
- V Appraisal (county only)
- W Draft of Covenants, Grants of Easements or restrictions to be imposed, Articles of Incorporation
- X Legal Description*
- Y Names & Addresses of adjacent property owners*
- Z Names & Addresses of property owners within 300'*

* Typed on form provided by the Dept.

- AA Location & Vicinity Map
- BB Assessor's Map with subject property outlined in red
- CC Reduction of Assessor's Map (Not larger than 11½"x14")
- DD Reduction of Plan (Same)
- EE Reduction of Plat (Same)
- FF Action Sheet
- GG County Treasurer tax certification

OOO pre-application conference OOO

Date 10/20/81
 Development Proposal Revised Final Plan & Rezone RME-64 to PB - Village Fair
 Location SW of Patterson Rd & 12th St.
 Conference Attendance Christ & Alej

TRANSPORTATION - ACCESS

Class of R.O.W. 100' on 12th St & 100' on Patterson Rd.
 Interior Road Sizing N/A
 Curb Cuts 2 cuts on 12th St. & 1 cut on Patterson Rd.
 Parking 291 Parking Spaces
 Bikeways & Pedestrian Access None

COMPATABILITY WITH SURROUNDING USES

Buffering - screening will be detail & provided on final plan - screening will be provided along canal

IRRIGATION & LANDSCAPING

Landscaping detail will be provide on final & irrig. detail will also be provided.

COUNTY/CITY POLICIES APPLYING TO THIS PROPOSAL

Small-Cooley Airport Flood Agricultural Mineral Resource
 Corridor Policies Growth & Density Vicinity Studies

POSSIBLE REQUIREMENTS

12th St Corridor Policy

NECESSARY REQUIREMENTS

**Written response to review agency comments prior to public hearing

REVIEW SHEET SUMMARY

FILE NO. 89-79 (2 of 2) DUE DATE 12/14/81

ACTIVITY Rezone RMF64 to PDB - Village Fair - Revised

PHASE Final Plan ACRES _____

LOCATION 12th & Patterson (SW corner)

PETITIONER Earl Jensen

PETITIONER ADDRESS 2721 North 12th St., Suite #1, Grand Junction, CO 81501

ENGINEER Gray-Brenner

OVERALL CONSIDERATIONS

- OVERALL COMPATABILITY
- CONSISTENCY
- ADJACENT PROPERTY
- CHANGE IN THE AREA
- TRAFFIC IMPACT

HAS BEEN ADDRESSED
 HAS NOT BEEN ADDRESSED

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
12/3/81	City Police Dept.	We are requesting additional information on any security measures you have taken, i.e., lighting, locks, etc.
12/10/81	Transportation Engineer	<p>The traffic circulation of this revised plan is much worse than previously submitted.</p> <p>The effective storage for the drive-thru bank tellers is only about 100'. This may cause cars to block the Patterson Road entrance.</p> <p>Service vehicles will be required to negotiate some very tight turns to gain access to the rear of the buildings. The 90° parking adjacent to the retail buildings and restaurant creates friction for the main driving lane. Access from the Handi capped stalls to the retail area is also blocked by these parked cars. At least two parking stalls by the restaurant (adjacent to the 12th Street entrance) should be removed so that they will not conflict with the 12th Street entrance.</p> <p>What is the purpose of the "20' service lane"? It is too narrow to be of much service.</p> <p>There is a very blind corner for peds between the retail and professional building also blind corner by the "Bike Rack".</p>
12/11/81	Ute Water	No objections.

#89-79 (2 of 2) REZONE RMF-64 TO PB AND REVISED FINAL PLAT AND PLAN-VILLAGE FAIR

Petitioner: Earl Jensen/Village Fair. Location: Southwest corner of 12th and Patterson Streets. A request to change from residential multi-family uses at 64 units per acre to planned business uses on .17 acre and a revised final plat and plan.

- a. Consideration of rezone.
- b. Consideration of revised final plan.
- c. Consideration of revised final plat.

Village Fair, situated in the City of Grand Junction, County of Mesa, State of Colorado and being part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, T.1 S., R.1.W. of the Ute Meridian, said real property being more particularly described as follows:

Beginning at the NE Corner of said Section 11; Thence S 00°01'09" E along the east line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11 a distance of 548.50 feet; Thence S 89°58'51" W 123.83 feet to a point on the northerly right of way of the Grand valley Canal; Thence along and northerly right of way of the Grand Valley Canal by the following five (5) courses and distances; (1) N 46°16'19" E 101.24 feet; (2) N 59°05'46" W 69.85 feet; (3) N 69°35'52" W 74.60 feet; (4) N 78°40'57" W 138.22 feet; (5) N 77°03'21" W 81.27 feet; Thence N 00°00'00" E 371.35 feet to a point on the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said section 11; Thence 90°00'00" E along said north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11 a distance of 541.40 feet to the point of beginning, containing 5.610 acres.

LEGAL FOR PARCEL ZONED R-3 BEING ADDED TO VILLAGE FAIR AND REZONED PDB (included in above legal):

Beginning 478.5 feet S of NE Corner, Section 11, 1S, 1W, S 70 feet, W 120 feet, to E LI G.V. CNL N 48°49' W along canal 106.3 feet E 200 feet to beginning except E 35 feet for RD ROW.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
12/11/81	City Fire Dept.	<p>This office has approved hydrant locations as shown on site plan signed by Cris Gray and Fire Dept.</p> <p>With the information provided, we would estimate a required fire flow for 21,800 sq. ft. non-combustible building with a 40 percent increase for exposure, to be 2800 gpm. If building is fire resistive 1500 + 40 percent exposure 2100 gpm. If larger building or different type of construction is planned, a greater fire flow would be required. Our records show a 1500 gpm flow at 12th & Patterson.</p> <p>We show a City 6 inch running north and south on 12th. A city 20 inch steel line east and west on Patterson or (F Rd.). Our records show the hydrant at 12th & F Rd. to be supplied water from a Ute 8 inch dead end. I feel to provide adequate water to this site, an 10 inch or larger line connected to the city 20 inch extended down 12th St. looped through Village Fair shopping center and reconnected to the City 20 inch.</p> <p>It appears that a 3000 gpm flow would be adequate, but we would recommend that adequate size pipe be installed to provide the maximum flow of 6000 gpm.</p> <p>We recommend you contact Ralph Sterry and Wayne Warren, City Utilities Supervisors.</p>
12/14/81	City Utilities	<p>What is proposed for the area between the parking lot and streets? If landscaping is planned it should be shown.</p>
12/14/81	Public Service	<p>Gas: No objection to final plot. Request developer contact P.S.Co. concerning loads and points of service. HT 12/3/81</p> <p>Electric: Requests 10' (ten) utility easement from N Lot Line Lot #1 South to existing 15' sanitary sewer easement & lying adjacent to the West wall of bank's drive through windows. Also change 15' sanitary sewer easement to read "Utility Easement". THI 12/10/81</p>
12/15/81	City Engineer Late	<p>Savings & loan drive-thru entrance is much too close to entrance from Patterson Rd.. Deletion of service access from Patterson Road will cause service trucks, customer cars and bank drive-thru traffic to all converge at that one entrance from Patterson Road resulting in a bad traffic situation. Additional right-of-way as shown on the streets should be dedicated and power-of-attorney recorded for street improvements on Patterson Road. The City will be improving the intersection of 12th & Patterson in 1982. PVC pipe for the storm sewer along the canal will not be allowed under pavement. If it is under pavement, the material must be changed. Detailed engineering plans must be submitted for my review and approval prior to construction for the 12 inch and 24 inch storm sewer along the canal and for any public sanitary sewers or waterlines served by the City. 20 ft. wide easements are required along all storm sewers, sanitary sewers and waterlines. I am totally confused concerning where the public sanitary sewers will stop and the private sewer tap connections begin. All public sewers must be a minimum of 8 inch at 0.40% grade with manholes at angle points and/or pipe intersections. The mix of sewer sizes and existing/proposed sewers shown on this plan needs to be discussed with City staff and some resolution reached concerning 1) sizes 2) locations relative to buildings and 3) public sewer limits. Will existing irrigation flows from the northeast have to be conveyed across this property? If not, how will the existing irrigation crossings under the streets be blocked off. These crossings are a constant maintenance</p>

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
	City Engineer Continued	problem for the City. All driveway entrances should conform to standard ST-1 and will require a permit from the City Engineer.
12/15/81	Staff Comments	<ol style="list-style-type: none"> 1) Trash pick-up needs to be coordinated with Bill Reeves. 2) Lighting scheme needs to be shown on plan. 3) Is the drive-thru going to be one way traffic? 4) Has employee parking been addressed? 5) Detailed signage needs to be submitted? 6) Need appraisal for 5% open space fee. 7) Need elevation dimensions on proposed buildings. 8) Need power of attorney for 12th St. and Patterson Rd. 9) 2 parking spaces in the north entrance on 12th St. are in question. 10) The 20' service lane are they going to be signed? 11) Is the right-of-way adjacent to the property line, going to be landscaped and maintained? 12) Internal traffic circulation needs to be addressed and detailed. 13) Need plat recorded prior to issuing <u>any</u> building permits. 14) Total seating capacity for restaurant is 337 - would require 113 parking spaces plus employee parking. <p>Propose office space and retail square footage is 55,975 - would require 186 spaces, plus employee parking.</p> <p>Total square footage that is being proposed is 64,475 - they figured they would be required 215 spaces and are showing 291 total spaces.</p> <p>Additional 4,495 - is being proposed on revised plan.</p> <p>Close to 300 parking spaces plus employee parking should be required on straight parking regulations. This does not address the common parking issue and should be discussed by petitioner before Grand Junction Planning Commission and City Council.</p> <p>Project must obtain Building Permit within 1 year of final approval or be scheduled for a rehearing.</p>

*Site Review Sheets
Mr. Bell*

12/21/81 Petitioner & engineer copy:

1/20/82

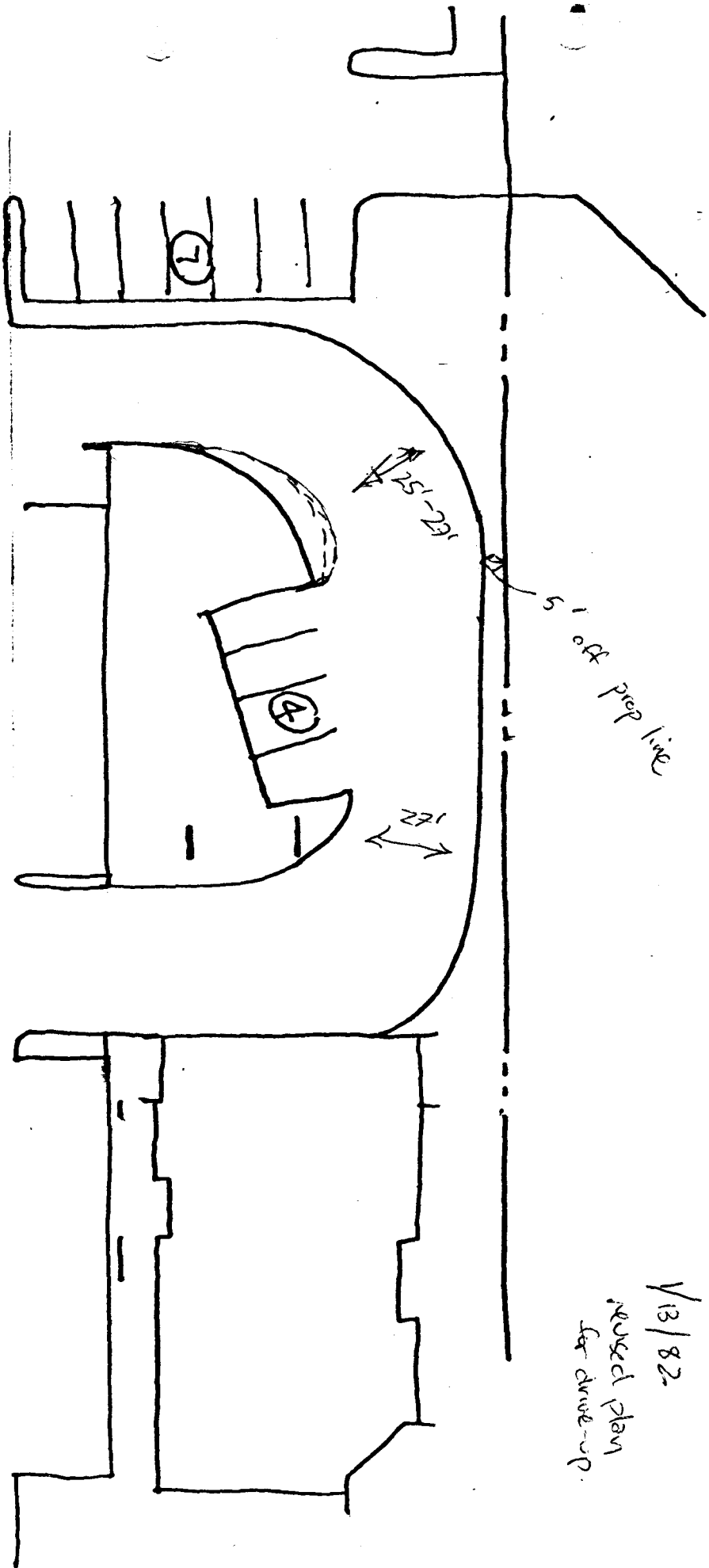
COMMISSIONER O'DWYER: "CONCERNING FILE #89-79, REZONE RMF-64 TO PB, I MOVE TO SUBMIT THIS TO CITY COUNCIL FOR APPROVAL."

Minutes of
1/5/82

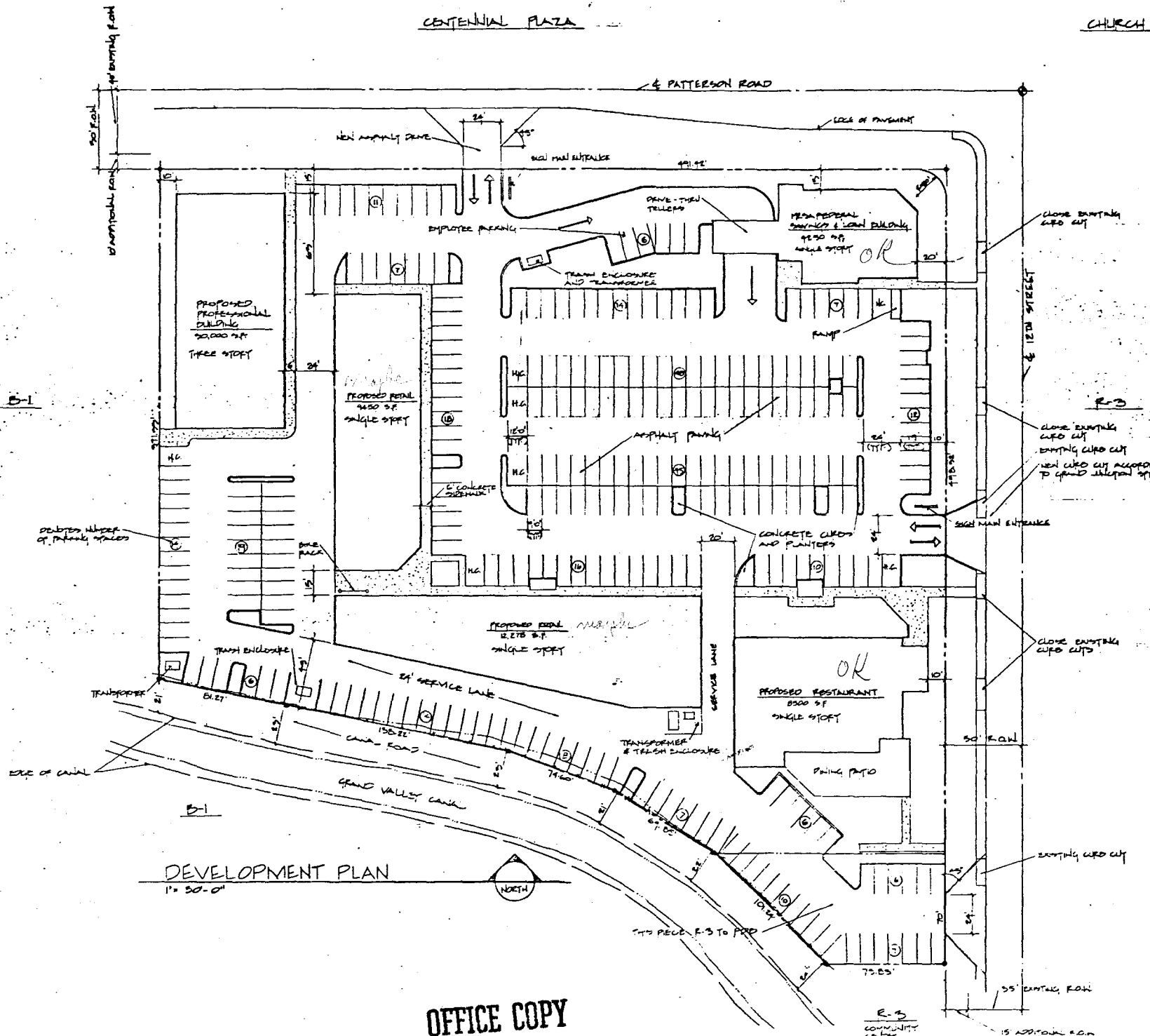
COMMISSIONER TRANSMEIER: "MADAM CHAIRMAN, ON 89-79, CONSIDERATION OF REVISED FINAL PLAN, I MAKE A MOTION WE SUBMIT TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL WITH THE FOLLOWING STIPULATIONS:

- 1) SETBACK ON NORTH SIDE OF MESA FEDERAL BE 12' WITH APPROPRIATE SIZE PARKING SPOTS;
- 2) COMPLETION OF STAFF COMMENTS BE RESOLVED BEFORE SENT TO CITY COUNCIL."

COMMISSIONER TRANSMEIER: "ON FILE #89-79 VILLAGE FAIR REVISED FINAL PLAT, I RECOMMEND WE SEND THAT TO CITY COUNCIL FOR APPROVAL PENDING RESOLUTION OF CONCERNS OF STAFF AND STIPULATION ON THE 12' SETBACK."



1/13/82
revised plan
for drive-up.



DEVELOPMENT PLAN
1" = 50'-0"

OFFICE COPY
89-79
(2042)

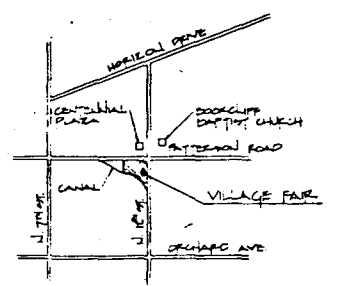
VILLAGE FAIR SHOPPING

- 4.495 ACRES
- PLANNED DEVELOPMENT BUSINESS REVISED FINAL
- E-3 TO PDB : ADDITIONAL PIECE IN CORNER, 75,25 SQUARE FEET
- LAND USE:
 - BUILDING FOOTPRINT _____ 22
 - PARKING, DRIVES, & SIDEWALK _____ 62
 - LANDSCAPING _____ 15
 - 100

SITE DEVELOPMENT

GROUND LEVEL	50 FT = 4,475	62 FT
UPPER LEVEL	62 FT = 10,800	58 FT
TOTAL	64,475	50 FT
(1) PARKING SPACE PER 300 - 200 PACE		
271 PARKING SPACES PROVIDED		

LOCATION MAP



Village Fair Shopping Park
Final Development Plan

Dr. Ronald E. Ryan
1101 Patterson Road
Grand Junction, Colorado 81501
#89-79
(20f2)

Ed Clements
2528 North 12th Street
Grand Junction, Colo. 81501
#89-79
(20f2)

Fairmont Hall
2511 North 12th Street U.D.
Grand Junction, Colo. 81501
#89-79
(20f2)

Bernard Coulson
2510 North 12th Street
Grand Junction, Colo. 81501
#89-79
(20f2)

P. H. Management Co.
P. O. Box 2026
Grand Junction, Colo. 81502
#89-79
(20f2)

Hilltop House
Attn: Dennis Stahl
1100 Patterson
Grand Junction, Colo. 81501
#89-79
(20f2)

P. H. Management Co.
P. O. Box 2026
Grand Junction, Colo. 81502
#89-79
(20f2)

Dan Kubby U.D.
1515 Arapahoe Street
Grand Junction, Colo. 81501
#89-79
(20f2)

Bookcliff Baptist Church
12th & Patterson Road
Grand Junction, Colo. 81502
#89-79
(20f2)

Earl Jensen
Box 518
Grand Jct. Co 81501
#89-79
(20f2)

Jack & Betty Bray
2628½ North 12th Street
Grand Junction, Colo. 81501
#89-79
(20f2)

Gray. Brenner
2721 N. 12th #1
City. 81501
#89-79
(20f2)

Jack & Betty Bray
2707 Patterson Road
Grand Junction, Colo. 81501
#89-79
(20f2)

Lawrence J. Brown
1427 Chipeta
Grand Junction, Colo. 81501
#89-79
(20f2)

Nora C. Peterson
2540 North 12th Street
Grand Junction, Colo. 81501
#89-79
(20f2)

Ed Clements
2528 North 12th Street
Grand Junction, Colo. 81501
#89-79
(20f2)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE FAIR

THIS DECLARATION is made and declared this _____ day of _____, 1981, by VILLAGE FAIR, a Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situate in Mesa County, Colorado, described on Exhibit "A", known as Village Fair, a Commercial Subdivision, and hereinafter referred to as the "Properties";

WHEREAS, the Declarant desires to develop and improve the Properties and subject the same to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby makes the following declaration of covenants, conditions and restrictions:

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee referred to in Article IV, Section 5, of this Declaration.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of Village Fair Association, Inc.

Section 3. "Association" shall mean and refer to Village Fair Association, Inc., a Colorado non-profit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of property in Village Fair and enforcing the restrictions set forth in this Declaration.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Building" shall mean and refer to the principle building structure situate upon a Lot serving the primary purpose of such Lot and shall exclude any secondary, detached buildings or structures such as storage buildings.

Section 6. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 7. "Common Area" shall mean and refer to all of the Properties, including any Improvements thereto, but excluding the Lots as shown on the Plat.

Section 8. "Declarant" shall mean and refer to Village Fair, a Limited Partnership.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

Section 10. "Improvements" shall mean and refer to any and all Buildings, parking areas and facilities, fences, retaining walls, plantings, trees, shrubs and other structures or landscaping of every type and kind situate on the Properties.

Section 11. "Lot" shall mean and refer to that part of the Properties designated on the Plat for fee simple ownership by Owners.

Section 12. "Member" shall mean and refer to a person or entity which is a member of the Association.

Bk
1358

PG
843

Feb. 25
March 3, 1982

is signature page

Section 13. "Mortgage" shall mean any document or instrument intended to create a secured interest in land, and shall include deeds of trust.

Section 14. "Mortgagee" shall mean and refer to any person or entity who is the holder or beneficiary of a Mortgage or Deed of Trust.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Properties" shall mean and refer to all of the real estate described on Exhibit "A" attached hereto and incorporated by this reference.

Section 17. "Plat" shall mean and refer to that certain subdivision plat or map of the Properties appearing of record in Book _____, at Page _____, of the Mesa County Clerk and Recorder's records.

ARTICLE II GENERAL DECLARATION

Section 1. Intent. By making the Declaration hereunder, the Declarant specifically intends to enhance, perfect and preserve the value, desirability and attractiveness of the Properties as a commercial development, and to provide for the maintenance and use of the Common Areas and Improvements in a manner mutually beneficial to all Owners, tenants and customers.

Section 2. Estate Subject to Declaration. By this Declaration, the Declarant expressly intends and does hereby subject the Properties to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

Section 3. Owners' Rights to Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration and the Articles and By-Laws of the Association. The rights to the Common Area provided hereunder shall include each Owner's tenants, employees, customers and persons or entities furnishing utility, maintenance, emergency or delivery services thereto.

ARTICLE III RESTRICTIONS ON USE

Section 1. Building Restrictions.

A. No Improvement shall be erected, placed or permitted on any Lot within the Properties except for use for professional, business and commercial purposes. All Improvements shall be subject to approval of the Architectural Control Committee.

B. Only new construction shall be permitted within the Properties provided, temporary buildings or other

movable structures may be permitted for the temporary conduct of business upon first obtaining the consent of the Association as to location and period of use, and obtaining the consent of the Architectural Control Committee as to design and appearance.

C. It is contemplated that commercial buildings may be constructed so as to have little, or no, setback from the Lot boundary. In such event, the Lot, or Common Area, adjacent to and contiguous with such building shall be subject to an easement for building maintenance and repair including the ingress and egress of persons and equipment for such purposes; tenant, employee and customer pedestrian ingress and egress; and, a structural concrete footer encroachment not to exceed 5 feet.

Section 2. Preservation of Appearance. It is the specific and underlying intent of the Declarant to preserve and protect the visual appearance and commercial attractiveness of the Properties. Accordingly, no Improvement upon the Properties shall be removed, changed, replaced or modified, whether by repair, maintenance or restoration, in such a manner so as to alter such Improvement's visual appearance as the same exists at the time of the first conveyance of such Lot by the Declarant to an Owner without first obtaining approval of the Architectural Control Committee. By way of example, unless Architectural Control Committee approval is obtained, no exterior color shall be changed, no improvement or landscaping shall be moved or removed, and no land contour or drainage shall be altered.

Section 3. Maintenance of Lots, Improvements and Common Area.

A. The Owners shall keep, maintain and repair their Lots and Improvements, including landscaping and vegetation in a neat, clean, cultivated, attractive and well maintained condition, free from the accumulation of trash or debris or visual deterioration. In the event the Owners fail to keep, maintain or repair their Lots or Improvements in accordance herewith, the Association shall conduct such maintenance and repairs or restoration and assess the cost thereof to the Owner on whose Lot or Improvements such maintenance or repairs were conducted as a reimbursement assessment pursuant to Article V, Section 4, hereof.

B. The Owners shall neither do any act or suffer any action by their tenants, employees or customers which shall cause damage or deterioration to, or the accumulation of trash or debris upon, the Common Area.

C. No Owner's garbage, rubbish or trash shall be allowed to accumulate on any Lot or the Common Area. Trash containers shall be of a type and design acceptable to the Architectural Control Committee, and shall be located on each Lot in a place acceptable to the Architectural Control Committee.

Section 4. Commercial Use and Offensive Activities.

A. The Lots and Improvements situate upon the Properties shall solely be used for professional, retail commercial or business purposes consistent with the style and character of the Properties. No Lot or Improvement may be used for industrial, manufacturing or residential purposes.

B. No Owner shall cause, or suffer by his tenants, employees or customers, any noxious or offensive activity on or within any Lot, Improvement or the Common Areas which shall be an annoyance or nuisance to any other Owner, tenant or their customers. The extent to which any activity shall be deemed noxious, offensive, annoying or a nuisance shall be determined in the sole discretion of a majority of the Board of the Association.

Section 5. Restrictions on Pets. No animals or pets of any type whatsoever shall be kept or maintained on or within any Lot, Improvement or the Common Area without the prior written consent of the Association. Any permitted animal which shall become a nuisance or annoyance to any Owner, tenant or customer may be prohibited by the Board.

Section 6. Parking.

A. The parking of the vehicles of Owners, tenants, employees and customers shall be restricted to the Common Area in spaces designated for vehicle parking. The storage of vehicles of any type is specifically prohibited. The restrictions on the parking on vehicles shall not apply to the temporary parking of emergency, maintenance, utility and delivery vehicles so long as other vehicle ingress and egress is not impeded.

B. For the purpose of convenience of customers and clientele, the Association reserves the right to designate portions of the Common Area for the parking of Owner's, tenant's and employee's vehicles.

C. No Owner, tenant or employee shall block, hinder or impede the free flow of vehicular and pedestrian traffic in and about the Common Area on portions designated therefor, including, but not limited to, pedestrian walkways and vehicular roadways, alleys or aisles.

D. The Association may enforce the parking restrictions provided herein by removal of any Owner's, tenant's or employee's vehicle or personal property parked or stored in violation hereof and/or imposing a fine for such violation. Each Owner shall be personally liable and responsible for any fine imposed by the Association and the costs of the removal of any vehicle or personal property stored in violation of any term or provision hereof.

Section 7. Landscaping.

A. Each Owner shall keep and maintain all shrubs and plantings on such Owner's Lot properly cultivated, watered and neatly trimmed. In the event an Owner shall fail to properly keep and maintain such shrubs and plantings, the Association may conduct such activities and assess the costs thereof to the Owner as a reimbursement assessment pursuant to Article V, Section 5 below.

B. No Owner shall remove, alter, injure or interfere in any way whatsoever with any tree or shrub or other landscaping or Improvement placed upon the Properties by the Declarant or the Association.

Section 8. Signs. No signs shall be erected, maintained or displayed to public view on any Lot, or from any building, except after first being approved in writing by the Architectural Control Committee as to design, size, materials, installation, location and quality of construction.

Section 9. Miscellaneous.

A. No fences, or plantings in the nature of a fence, shall be placed or kept upon any portion of any Lot except as first approved by the Association.

B. No part of the Properties shall be used to explore for or to remove any water, oil, gas, minerals, sand, gravel, earth or any earth substances or other mineral of any type.

C. No Lot shall be subdivided, partitioned or split into other parcels.

D. All facilities for permanent utility service shall be kept or maintained underground or in the original condition and location at such time any Lot, and the Improvements thereon, are first conveyed to the Owner by the Declarant.

E. No antenna for the transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any part of the Properties, or on the exterior of any Building or Improvement except as shall be approved in writing by the Association.

Section 10. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the construction or maintenance by the Declarant, or its duly authorized agent, of any Improvement, structure or sign necessary or convenient to the construction of Improvements upon the Properties or other development, sale, promotion, operation or disposition of the Lots or Improvements situate within the Properties.

ARTICLE IV THE ASSOCIATION

Section 1. Membership. By acceptance of a deed to a Lot, each Owner shall be a member of the Association, which shall be a Colorado non-profit corporation, organized for the general purpose of being and constituting an entity for the furtherance of the mutual interests of the Owners of the Properties including, without limitation, enforcement of the Declaration; owning, repairing and maintaining the Common Area; levying and enforcing assessments to defray the cost and expenses of operation; and, providing other utilities and services pursuant to the Articles and By-Laws.

Section 2. Voting Rights.

A. A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. The Association shall have one class of voting membership, each Owner being entitled to one vote for each square foot of floor area for the Building situate on such Owner's Lot upon matters subject to vote by the Members as provided in the Articles and By-Laws of the Association.

C. Until such time as the last Lot is sold, the Declarant shall be entitled to elect the members of the Board of Directors of the Association.

Section 3. Limitation Upon Liability.

A. Indemnification of Officers and Directors. Neither the Association, any member of the Board, any officer of the Association nor any agent or employee of the Association, shall be liable to any Owner or other person or entity for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without willful or intentional misconduct. The Association shall indemnify and hold harmless any member of the Board, any officer of the Association or any agent or employee of the Association from any and all reasonable costs, damages, charges, liabilities, obligations, fines, penalties, claims, demands, or judgments and any and all expenses, including, without limitation, attorneys' fees, incurred in the defense or settlement of any action arising out of or claimed on account of any act, omission, error or negligence of such person or of the Association, the Board, or any committee of the Association, provided that such person has acted in good faith and without willful or intentional misconduct.

B. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties or by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

Section 4. Association Insurance. The Association shall be required and empowered to obtain and maintain the following insurance so far as such insurance coverage is obtainable:

A. Insurance coverages upon the Common Area and all property owned or leased by the Association.

B. Insurance coverages against loss or damages by irrigation, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as covered under standard coverage provisions for the full insurable replacement cost of the Improvements to the Common Area or other property owned by the Association. Insurance coverage shall also include protection for electrical pumps and associated electrical wiring used to service and maintain the irrigation system, and ground decorative lighting in the Common Area landscaping, including repairs and replacement clause.

C. Comprehensive public liability insurance in a minimum amount of \$1,000,000 bodily injury per occurrence and \$100,000 property damage per occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Managers and agents in connection with the Properties.

D. At the option of the Association, fidelity bonds to protect against dishonest acts on the part of those who handle receipt and disbursement of Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense barred upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without thirty (30) days' prior written notice.

E. Such other insurance as the Board may deem desirable for the benefit of the Owners.

Section 5. Architectural Control Committee.

A. The Architectural Control Committee shall consist of three (3) persons to be appointed by the majority of the Board. The method and manner of the Architectural Control Committee's appointment, replacement and removal, as well as method of operation to the extent not provided herein, shall be as set forth in the Articles and By-Laws of the Association.

B. No Improvement including Owners' landscapings shall be installed, erected or altered within the Properties except upon the prior written consent and approval of the Architectural Control Committee.

C. Duplicate copies of plans and specifications relating to an Improvement shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation,

the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations, floor plans showing overall dimensions, roof plans showing pitch, roof materials, color, exterior elevations showing doors, windows and exterior materials and colors, and a perspective sketch if requested, and other details necessary to explain any feature or component of the Improvement.

D. The Architectural Control Committee shall consider the aesthetic and functional design of any Improvement as to the quality of workmanship and materials, harmony of exterior design with existing Improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing Improvements.

E. The Architectural Control Committee shall approve or disapprove all written plans within sixty (60) days after submission. In the event the Architectural Control Committee fails to take any action within such sixty (60) day period, the proposed Improvement shall be deemed approved. The majority of vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed Improvement.

F. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

Section 6. Ownership and Maintenance.

A. The ownership, maintenance, repair and restoration of the Common Area, together with Improvements thereon, shall be vested solely in the Association. The costs and expenses incurred for the purpose of owning, maintaining, repairing and restoring the Common Area and Improvements thereon shall be borne by the Owners as a regular assessment as provided in Article V, Section 2, hereof.

B. The Association shall further be charged with the maintenance, repair and restoration to any Improvement situate on any Lot provided the Owner thereof fails to repair, restore or maintain the same. The costs and expenses thereof shall be borne by such Owner as a reimbursement assessment as provided in Article V, Section 5, hereof.

ARTICLE V ASSESSMENTS

Section 1. Agreement to Pay Assessment. Each Owner of any Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay the Association's regular assessments made by the Association for the purposes provided in this Declaration and special and reimbursement assessments for such purposes as are permitted under this Article and elsewhere in this Declaration.

Section 2. Regular Assessments. Regular assessments against all Lots shall be based upon advanced estimate by the Association and provide for the payment of all estimated expenses for a period of one (1) year arising out of or connected with the maintenance and operation of the Common Area, or performing other obligations pursuant to this Declaration. Said estimated expenses may include, but are not limited to, management; insurance premiums; landscaping and care of the Common Area, Buildings and Improvements; utilities required for

the Common Area such as lighting, heating, water and electricity; snow removal; trash and garbage collection; repairs, replacements and maintenance; wages for the Association employees; legal and accounting fees; any deficit remaining from a previous period; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. The Association may create a reasonable and adequate contingency reserve, surplus or sinking fund for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis.

Section 3. Apportionment of Assessments. Regular, special and reimbursement assessments assessed pursuant hereto against all Owners shall be assessed to such Owners prorata according to the number of square feet the Building(s) on their Lot(s) bears to the total number of square feet of all Buildings situate upon the Properties. Any assessments assessed pursuant hereto against less than all of the Owners shall be assessed to such Owners prorata according to the proportion of square footage of the Building situate on such Owners' Lots bears to the total number of square feet of all Buildings situate upon those Lots subject to such assessment.

Section 4. Notice of Regular Assessments and Time for Payment. Following the determination of regular assessments, the Association shall give written notice to each Owner as to the amount of the regular assessments with respect to his Lot on or before the first day of each calendar year. Regular assessments shall be paid without the requirement of further notice in twelve (12) equal monthly installments, the first installment being due the first day of the first month of the year for which the regular assessment is made, and on the first day of each month thereafter until paid in full. Monthly installments of the regular assessments which are not paid by the 10th day of each month shall be delinquent. Delinquent payments of regular assessments shall bear interest from the date of delinquency until paid at eighteen percent (18%) per annum. Failure of the Association to give timely notice of the annual regular assessment as provided herein shall not affect the liability of the Owner for such regular assessment, but the date when the monthly payment shall commence in such case shall be ten (10) days after such notice shall have been given. In the event an Owner shall fail to bring any delinquent regular assessment current within twenty (20) days of written notice of delinquency given by the Association together with interest thereon, the Association may accelerate and declare immediately due and payable the balance of such Owner's regular assessment for that year. Upon acceleration, unpaid regular assessments and interest shall be deemed principal, and shall draw interest from the date of acceleration at the same rate as delinquent regular assessments.

Section 5. Special and Reimbursement Assessments. In addition to the regular monthly assessments authorized by this Article, the Association may levy special and reimbursement assessments payable over such a period as the Association may determine. Special assessments may be levied for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of the project or any part thereof, capital improvements authorized by a two-thirds (2/3) vote of the Association membership, deficiencies in operating funds from regular assessments or for any other expense incurred or to be incurred as authorized in this Declaration. Reimbursement assessments may be levied against any Owner, or Owners, for any purpose allowed by this Declaration. Apportionment of special or reimbursement assessments against either all Owners, or less than all Owners, shall be according to Section 3 of this Article V. Notice of the amount of such special or reimbursement assessment and the time and method of payment shall be given promptly to the Owners. Payment of a special assessment or reimbursement assessment may be made due and payable in any manner deemed reasonable or necessary by the Association, including monthly installments. Special assessments or reimbursement assessments shall be deemed delinquent if not paid within thirty (30) days of the due date if the same is payable in a single payment, or if the same is due in monthly installments, within ten (10) days of the day of each

month on which such installment shall be due. Delinquent special and reimbursement assessments shall bear interest at the same rate for delinquent regular assessments, and the Association may accelerate and declare immediately payable the balance of any special or reimbursement assessment permitted to be paid in installments that remains delinquent following twenty (20) days' written notice.

Section 6. Enforcement. In the event any assessment is not paid when due, the Association may enforce payment by any or all of the following remedies:

A. The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fee.

B. Any delinquent assessments shall be a lien on the Owner's Lot which shall bind the Owner and his heirs, devisees, personal representatives and assigns. Any time within ninety (90) days following default in payment of any assessment, the Board may prepare and file a certificate claiming such lien, which certificate shall state the name and address of the delinquent Owner, the legal description of the property subject to the lien, the amount claimed due, and that the claim of lien is being made pursuant to this Declaration. The lien created hereunder may be foreclosed in the manner provided for by law for the foreclosure of a lien upon real property pursuant to Article 39, Title 38, Colorado Revised Statutes, 1973. In such foreclosure suit, the costs of suit, including a reasonable attorney's fee, shall be awarded to the Association.

C. Notwithstanding provisions of this Section, the lien for assessments provided herein shall be subordinate to the lien of any first Mortgage or Deed of Trust. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or the United States. The sale or transfer of any Lot shall not affect the assessment liens. However, the sale or transfer of any Lot pursuant to Mortgage or Deed of Trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessment as to payments which become due prior to such sale or transfer. However, no sale, transfer or foreclosure proceeding brought by any First Deed of Trust or Mortgage holder shall extinguish the personal obligation of the Owner for delinquent and unpaid assessments.

Section 7. Personal Obligations of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner to the Association. No Owner may avoid or diminish such personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. Purchasers or successors entitled to a Lot shall be jointly and severally liable for all unpaid assessments up to the time of the grant of conveyance without prejudice to the purchasers' or successors' rights to recover from the seller or predecessor in interest the amount paid for such assessments.

ARTICLE VI CASUALTY AND EMINENT DOMAIN

Section 1. Owner's Casualty Insurance. All Owners shall keep and maintain fire and casualty insurance upon all Improvements situate upon their Lots to the full insurable value thereof, and file Certificates of Insurance evidencing such coverage with the President of the Association, such certificate providing for ten (10) days' written notice of cancellation, surrender or modification. In the event an Owner shall fail to keep or maintain fire and casualty insurance as required herein, then the Association may, at the discretion of the Board, obtain such fire and casualty insurance and recover the cost

of premiums therefor from the Owner of such Lot as a reimbursement assessment.

Section 2. Damages. In the event of any loss, damage or destruction of any Building or Improvement on any Lot, the Owner thereof shall repair, restore or rebuild the same within one (1) year following such damage or destruction. The new Building or Improvement shall be rebuilt in the same location, following the same floor plan and elevation and using the same exterior materials and coloring as the Building which has been lost, damaged or destroyed. It is the specific intent of this Section to impose upon the Owner of each Lot the obligation to replace any destroyed Building with a new Building having identical or substantially identical appearance as the Building destroyed. In the event an Owner fails to repair, restore or rebuild the same within the time permitted hereunder, then, upon the majority vote of the membership of the Association, the Association may effect such repair, restoration or rebuilding and levy the costs and expenses incurred therefor against the Owner of such Lot as a reimbursement assessment.

Section 3. Eminent Domain. In the event there shall be a complete taking of the Buildings upon any Lot, then such Buildings, Lot, and the Owner thereof shall be excluded from any obligation pursuant to this Declaration or any rights accruing hereunder. In the event of a partial taking, there shall be a prorata reduction of the obligations and voting power of the Owner of the Building partially taken according to the percentage the number of square feet taken in eminent domain bears to the total square feet of such Building.

ARTICLE VII
GENERAL PROVISIONS AND MISCELLANEOUS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, or a waiver of any other or subsequent breach of any covenant, condition or restriction herein contained.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may not be amended except upon an eighty percent (80%) affirmative vote of the membership at a special or regular meeting called for such purpose.

Section 4. Floor Area. Whenever referred to in this Declaration, Building floor area, or the number of square feet in any Building, shall be determined by the Standard Method of Floor Measurement of the Building Owners and Manager's Association International.

IN WITNESS WHEREOF, the Declarant sets its hand and seal the
_____ day of _____, 1981.

VILLAGE FAIR, a Limited Partnership

By _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____
day of _____, 1981, by _____,
of Village Fair, a Limited Partnership.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

The following real property situate in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Being a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township One South, Range One West of the Ute Meridian; BEGINNING at the NE Corner of said Section 11; Thence South 00°01'09" East along the East line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11 a distance of 548.50 feet; Thence South 89°58'51" West 123.83 feet to a point on the northerly right of way of the Grand Valley Canal; Thence along said northerly right of way of the Grand Valley Canal by the following five (5) courses and distances: (1) North 46°16'19" East 101.24 feet; (2) North 59°05'46" West 69.85 feet; (3) North 69°35'52" West 74.60 feet; (4) North 78°40'57" West 138.22 feet; (5) North 77°03'21" West 81.27 feet; Thence North 00°00'00" East 371.35 feet to a point on the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11; Thence North 90°00'00" East along said North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11 a distance of 541.40 feet to the point of beginning, containing 5.610 acres.

Neal Carpenter,
resident
N. Kent Baker
Eugene R. Brauer
Gordon W. Bruchner
Patrick C. Dwyer
Robert J. Shreve
Dale J. Steichen
Robert D. Thomas
Gary R. Windolph

ARIX

A Professional Corporation
Engineers Architects Planners

1005 North 12th Street
Suite 2B
Grand Junction, Colorado 81501
303 242 6203

Novwmber 30, 1981

Mesa County Planning Commission
Colorado Department of Health

Gentlemen:

A gamma radiation survey was conducted in compliance with Senate Bill #35 as a portion of our client services. The following information is presented as details of this survey.

Proposed Building Site
Location/Description: Part of Villiage Fair, Lot at 2519 N. 12th St.

Owner's Name: Village Fair

Owner's Address: P.O. Box 518, Grand Junction, CO 81502

Survey Requested By: Chris Grey

Date of Survey: November 24, 1981 Survey By: J. Tell Tappan
Portable

Instrument Type: Scintillometer Serial No.: 300

Calibration: Cross calibrated with gas proportional ionization chamber

Survey Results (See attached plat map)

- All meter readings less than 0.02 milliRoentgen per hour (20 micro R/h). No tailings indicated.
- Highest reading between .02 - .04 milliRoentgens per hour.
- Some readings greater than .04 milliRoentgens per hour.
- Gamma radiation coming from adjacent area.
- Tailings deposits indicated.

Description of Deposit: NONE

Recommendations: _____

Respectfully submitted,

AKIX, A Professional Corporation



J. Tell Tappan
Health Physicist

JTT/kaf

Enclosure: Plat Map

cc: Client w/enclosure

File w/enclosure

VILLAGE FAIR SHOPPING PARK

PLANNED BUSINESS

REVISED FINAL AND REZONE

DECEMBER 1, 1981

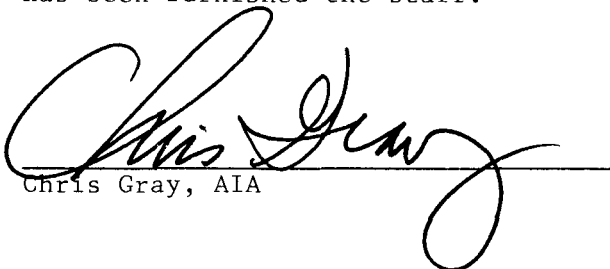
The original Village Fair was approved in the Fall of 1980. Staff approval was given for a change in the drive-up for the proposed branch of Mesa Federal Savings and Loan. Construction of the branch is scheduled to begin mid-December. Currently the proposed restaurant, G. B. Gladstone, has submitted for a liquor license and construction is scheduled to begin in December. Construction on the retail building is scheduled for the Fall of 1982 and the Professional Building will follow in early 1983.

The western half of the project has been redesigned. A free standing building was deleted and one less curb cut proposed. On the northwest corner, we have a three story, 30,000 square foot Professional Building. An "L" shaped retail center of 21,725 square feet fits between the Professional Building and the restaurant. Mesa Federal remains on the corner. Changes were made to facilitate marketing and leasing of Village Fair.

At the very south, a piece of ground containing about 7,500 square feet is proposed as a rezone from R-3 to P-B, an addition to Village Fair. Only the Community Center remains between Village Fair and the Canal.

Square footage of the revised plan is 64,475; 1,760 feet less than originally, with 291 parking spaces, 70 more than initially provided. Complete landscaping and irrigation system will be installed. Care of landscaping will be provided through an ongoing maintenance program.

Power of Attorneys for both Patterson and Twelfth will be provided. No public roads are involved, but some public water lines for fire protection and various driveway and concrete improvements are planned in the public right-of-way. An improvements agreements will be completed. Various grants of easements are made on the plat. Some restrictions and covenants will exist, mainly for Architectural, signage and maintenance among the tenants. A copy has been furnished the staff.


Chris Gray, AIA

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes No

Date

December 18, 1981

To: (From:) Jim Patterson

From: (To:)

Ron Rish

RPR

Subject: Village Fair Subdivision

It apparently was determined as related in our meeting yesterday with Earl Jensen that the plat for the above as executed on July 23, 1980, was to be recorded based on the City Council and Development Department approvals in 1980. Since the plat apparently was approved, I have no choice but to sign it as requested.

This is to notify you and the Development Director that my signature is based only on the details of the 1980 approvals. This project plan has been revised several times and most recently a very significantly different layout was reviewed by me on December 14, 1981. The most recent plan will require a revised plat to be recorded since buildings and services to those buildings have been moved around significantly.

cc - Jim Bragdon
Bob Goldin
Daryl Shrum
File

City
County
Development
DepartmentCITY OF GRAND JUNCTION—MESA COUNTY—COLORADO 81501
559 WHITE AVE.—ROOM 60—DIAL (303) 243-9200 EXT. 343

MEMORANDUM

TO: Mr. Earl Jensen and Chris Grey

FROM: City Planning Staff

DATE: December 18, 1981

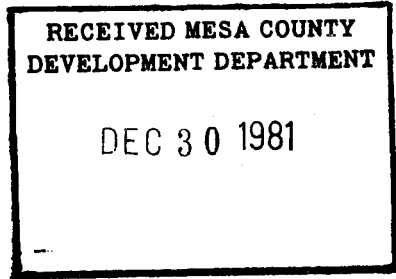
RE: Village Fair

The following conditions will be required for review for the possible issuance of building permits:

- 1) Have the approved plat signed off and recorded with Power of Attorney provided.
- 2) Resubmit a site plan(s) and building plan(s) of Village Fair as approved July 29, 1981, showing approved set-backs of 15' from property lines for Mesa Federal and 20' from property line off 12th for the restaurant.
- 3) Agree to improvements as per letter of November 2, 1981. (see attached) OR - - -
- 4) Wait until January 20, 1982 for City Council's approval or denial of the revised plan, and recording of the revised plat.

BG/ja

December 30, 1981



Grand Junction Planning Department
599 White
Grand Junction, Colorado 81501

RE: Village Fair, Revised Final and Rezone
RMF 64 to PDB
File No. 89-79

Plan revisions have been made in response to agency concerns and as a result of Petitioner meetings with Transportation Engineer, City Engineer, Fire Department and the staff.

The following are Petitioner's written responses to agency comments:

Police Department:

Further information will be given regarding security measures.

Transportation Engineer:

Mesa Federal drive-up has been revised to alleviate conflict at north entry. Adequate stacking has been provided for Mesa Federal's needs. Kiosk islands are specially angled to facilitate usage. Service lanes will be marked using regulation fire lane signage to assure that they are open. Fire Department has approved the turning radii involved in the two main loops, so service vehicles should have no problem. A separate "one way" oriented service lane is provided for the restaurant. The lane will be signed "one way" and posted as a fire lane. Engineering concensus was that the lane should be kept. It functions well for moderate sized vehicles and the turning radius which we have provided is adequate for a "Noble" truck. A 55 foot long trailer requires a radius of 50 feet and a 50 foot radius has been provided. Ninety degree parking in front of the retail areas has been provided to meet the many, many requests from the retailers for parking in front of their stores. On the revised plan, two circulation loops are provided. Traffic and service vehicles have many alternative routes, minimizing conflicts. Handicapped parking spaces have been re-located. A total of four parking spaces at the eastern entrances have been deleted as requested.

Ute Water:

No objections noted.

Fire Department:

At the meetings with Chief Painter the results were: Fire hydrant locations were agreed to by relocating the hydrant at the south service lane to the south-east entry. Fire flow verified with Ralph Sterry to be average of 3000 to 3200 gpm with 8" lines as shown. Adequate for fire protection requirements of Mesa Federal, the restaurant and the retail when constructed of combustibile classification and the professional building constructed of a non-combustibile classification. No fire lane required in front of the retail, other fire lanes will be posted. Turning radii are acceptable.

City Utilities:

Currently, no improvements are planned between the property line and Patterson. After Patterson has been improved, consideration will be given to coordinating with the City, landscape improvements of the area between the property line on both Patterson and Twelfth.

Public Service:

Through meetings with Public Service, agreement has been reached on easement and transformer locations. The plat will be modified accordingly.

City Engineer:

On the revised plan an additional entrance has been added immediately east of the professional building. This change, along with others previously discussed, respond to duplicate concerns. Power of Attorneys have already been provided. Engineered plans will be provided for review prior to construction of the storm drain/irrigation ditch on the south. No new public sewer lines will be constructed. The existing public sewer line running north-south will now be abandoned per agreement with Jim Patterson. Sewer connections for Mesa Federal and the restaurant will be to the street. Our plat will be changed to show 20 foot easements. No irrigation water now flows to Village fair. The ditch and crossing which served only Village Fair were abandoned last year. Fairmont Hall receives water from the existing ditch along the canal. All curb cuts will be constructed according to standard ST-1 and the required permit obtained prior to construction.

Staff:

1. Trash pick-up locations have been coordinated with Valley Trash, who will service Village Fair.
2. Lighting is shown on revised plan.
3. Yes, the drive-up is one way and noted on the revised plans.
4. Areas for employee parking will be set aside and provisions for enforcement contained in leases.
5. Signage will meet sign code.
6. Appraisal will be provided for the area being rezoned in this application.
7. Exterior elevations of Mesa Federal and proposed elevations for the retail will be provided to the staff prior to the meeting. Mesa Federal, the retail and restaurant are all one story. The three story professional building will be of similar character to both Mesa Federal and retail.
- 8, 9, 10, 11 and 12 previously addressed.
13. Informational only.
14. The original final plan approved by Council had 66,235 square feet. An additional 4,495 square feet is not being proposed as staff commented. This submittal showed 64,475 square feet, and our current revision dated 12/30/81 shows 64,087 square feet. We have decreased project footage. Initially, parking was permitted for 221 cars; in the revised plan dated 12/30/81 we have provided 62 more parking spaces while reducing square footage. Village Fair is not five separate buildings and the standard parking code does not apply to individual buildings without relationship to the entire project. With the varied uses in Village Fair, offsetting and complimentary demands will be put upon the provided parking. Just one example, when the restaurant has peak demand at noon and dinner, the office will have reduced demand at noon and virtually no demand after 5 o'clock. Considering such overlapping usage the parking provided is very adequate.

Mountain Bell:

Will coordinate required easements with them.



Chris Gray, AIA

FRANK NISLEY JR. AND ASSOCIATES, INC.

Real Estate Appraisers
519 Grand Avenue
Post Office Box 446
Grand Junction, Colorado 81502-0446
Telephone (303) 242-8063
January 5, 1982

Mr. Earl Jensen
P. O. Box 518
Grand Junction, Colorado 81502

Dear Mr. Jensen:

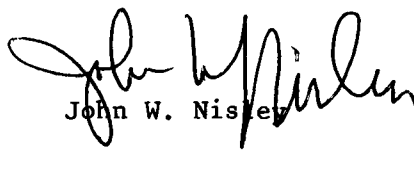
Pursuant to your request for an appraisal on a portion of Village Fair Subdivision, the property has been inspected and we have arrived at an opinion of value for the property. Because the subject is improved with residential improvements, the highest and best use of the property was analyzed for being either improved residential or vacant commercial land. Because the property is to be a portion of the Village Fair Subdivision, a commercially oriented subdivision, it appears as though the highest and best use would be for vacant commercial uses. We understand that the property contains 7,875 square feet, according to a site plan provided us before the entire project was approved.

We understand that the purchase price for this property was \$51,500.00, which indicates a price per square foot of land paid at \$6.54 per square foot. Because the property was one of the last purchases made for the subdivision, we feel that a premium was paid for the property and, as part of an assemblage, would have a value comparable to that indicated on the remainder of the subdivision. On the following page is a list of comparable sales this office used for valuing several of the lots within Village Fair Subdivision. As can be seen, the sales indicate a value for the lots at around \$5.50 per square foot and a value for the remaining common area at around \$5.00 per square foot. Because of the subject property's connection with the subdivision, we feel that it would have an indicated value of around \$5.50 per square foot at the present time. This indicates a value as follows:

7,875 s.f. x \$5.50/s.f. = \$43,300.00(rd)

We trust this is the information that you need at the present time. If we can be of further assistance, please do not hesitate to call.

Respectfully submitted,


John W. Nisley

REAL ESTATE APPRAISALS • FEASIBILITY STUDIES • COUNSELING

COMPARABLE SALES

Sale #1

Frost sold to Schmidt and Lacy 22,680 square feet of land in December of 1980 for \$185,000.00. The property was vacant at the time of sale and is recorded in Book 1290, page 360. The legal description for the property is the north 180 feet of Lot 18, Capital Hill Subdivision, which is on the northwest corner of Glenwood Avenue and 7th Street. This sale breaks down to \$8.16 per square foot overall. Adjusting this sale downward 40% for its corner location, and upward 11% for time indicates a value for the subject of \$5.79 per square foot.

Sale #2

Smith sold to Wessels the west 151.2 feet of Lot 2 in Block 2 of Rose Park Subdivision in December of 1980 for \$52,500.00. This sale is recorded in Book 1289, page 444 and for the 15,635 square feet of land area, indicates an overall price of \$3.36 per square foot. The property was improved with a 1,417 square foot home built in 1920 and this building has since been removed from the lot and the lot has been improved with a medical building. Adjusting this sale upward 11% for time, 10% for the removal of the improvements, and 25% for the zoning being R-3 rather than commercial, the indicated value for the subject would be \$4.91 per square foot.

Sale #3

Payne sold to Emrich and Kain 16,900 square feet of vacant land in January of 1981 for \$140,000.00 or \$8.28 per square foot. The property is located on the southwest corner of 7th and Belford, and is recorded in Book 1293, page 203. The land is currently available for construction of an office building. Adjusting this sale downward 30% for location, 10% for size, and upward 10% for time, the indicated value for the subject is \$5.80 per square foot.

Sale #4

Blaine Ford sold to Clayton Tipping and Larry Beckner Lots 6 and 7 in Block 1 of Monument Heights Subdivision Replat of Lots 1, 5, 6, and 7 on March 10, 1981 for \$60,000.00. This property sold for an overall value of \$3.00 per square foot and was zoned R-3 at the time of sale. We understand that at the present time, there is an attorney's office building located on the property. At the time the permit was applied for, this use was an acceptable conditional use under R-3 zoning. However, this conditional use has been omitted in the zoning and is no longer permitted. Because the property had development applied for before the change, the use is presently permitted, however, it will not be accepted in the future. This property would need substantial adjustment for the zoning and adjusting this sale 30% for zoning, 30% for location, and 8% for time, the sale would indicate a value for the subject of \$5.04 per square foot.

The sales we feel are the most realistic for comparison to the subject are Sales #2 and #4. In our opinion, the sales would indicate a value for the subject's lot at around \$5.50 per square foot and the value of the common area at around \$5.00 per square foot.

VILLAGE FAIR



Shopping Center

January 13, 1982

Grand Junction Planning Department
599 White Avenue
Grand Junction, Colorado, 81501

CONSTRUCTION SCHEDULE

We are as anxious as anyone to begin the construction of the entire Village Fair Shopping Center project. However, the reality of the financial market has dictated that the project must be done in three phases. Financing of individual buildings required breaking down the original plat into lots that could be separately identified and financed. The phases of the project are as follows:

Phase One - Mesa Federal Building and Restaurant

Construction will begin as soon as permits are issued and present weather conditions permit.

Phase Two-- Two Retail Buildings.

The degree of interest by prospective tenants is rapidly increasing due to activity on the site. Leasing activity indicates we should be able to begin construction by late spring or early summer.

Phase Three-- Professional Office Building.

The completion of this building as planned is essential to the economic feasibility of the total project. We cannot afford to have our money tied up in land without putting this building on it. We hope to begin construction as soon as possible. Current lease negotiations are encouraging but indefinite.

The situation changes daily. One major tenant prospect could result in a timetable comparable to Phase Two. Or, we could be many months away from signing enough smaller tenants to begin construction. My best estimate at this time is that we could be looking at late summer of 1982 to begin construction, but I have to hedge and say that we should be able to begin construction within one year of approval by the City Council.



EARL A. JENSEN
General Partner.

EAJ/sj

**VILLAGE
FAIR**
Shopping Center



January 13, 1982

Grand Junction Planning Department
599 White Avenue
Grand Junction, Colorado, 81501

LANDSCAPING INTENT

You have requested a letter stating our intent regarding the landscaping of the right-of-way bordering the Twelfth Street and Patterson Road property lines of the Village Fair Shopping Center project.

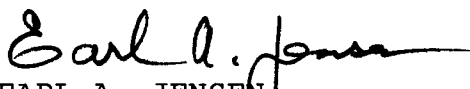
We prefer to avoid the unsightly appearance of a "no man's land" in this right-of-way. The landscaped area will be served by an underground, domestic water sprinkling system.

Given the location of our Twelfth Street property line and the existing sidewalk, we plan a berm and suitable planting on our land, extending to the existing city sidewalk and retaining the existing trees.

We expect to take advantage of the City's offer to provide trees to be planted in the right-of-way.

Frank Bering and Denny Granum have informed us that they plan to complete the landscaping from their property line to the Twelfth Street sidewalk in the same manner.

We plan a similar berm and appropriate plantings on our property along the Patterson Road property line, extending our landscaping to the City's sidewalk as now planned. The City Engineer has informed us that a sidewalk is planned approximately six feet from our property line.



EARL A. JENSEN
General Partner

EAJ/sj

MESA

FEDERAL SAVINGS

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

January 15, 1982

Mr. Bob Golden
City Planner
City-County Planning Dept.
Grand Junction, CO. 81502

Dear Bob,

A requirement for recommendation to City Council for approval of the plan on the proposed development known as Village Fair, was a letter from Mesa Federal Savings and Loan accepting the ingress, egress and parking within the proposed drive-up lane area, servicing our office building.

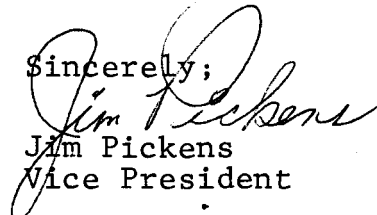
The proposal submitted to and approved by the City Planning Commission was not a totally workable nor acceptable situation for Mesa Federal. My primary concern was the possible blockage of our drive-up service lanes, by individuals using the parking spaces at the western most part of our drive-up service area.

I did not, nor do I presently have any concerns with the four parking spaces midway through the service lane area as those spaces will be designated and used as employee parking.

I have met with the developer and architect since the above referenced Planning Commission meeting. I have agreed that the ingress, egress and parking as shown on the attached plan would indeed be workable and acceptable to Mesa Federal Savings.

I trust this letter meets the requirements of the Planning Commission and Staff, however, should you have any questions, please feel free to contact me.

Sincerely;


Jim Pickens
Vice President

VILLAGE FAIR

bldg. permit nos.

11 196 Gladstone's Restaurant
11338 bank (Mesa Federal)
Retail & movie 11/30/82

NOTE TO FILE (10/18/82):

Remaining 1 or 2 fire hydrants
will go in with Phase II, which
should be completed by summer, '83.
(as per Earl Jensen.) LRW