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File 1980-00
Date 5/31/01

Project Name: Prosight Park for Industry

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>
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DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	X	Memo from Ron Rish to Jim Patterson re; comments to Roadway Plans – 4/28/82
X	X	Review Sheet Summary	X	X	Final Plat Application
X	X	Review Sheets	X	X	Development Summary Form
X	X	Resolution No. 54-89 - ** - City Council Minutes – 11/1/89	X	X	Power of Attorney - **
X	X	Subsurface Soils Investigation – 3/9/79	X	X	Declaration of Covenants
X	X	Deed	X	X	Letter from Ron Rish to Oltha Rogers re: comments for street improvements – 12/21/81
X	X	Planning Commission Minutes - ** - 5/28/85	X	X	Memo from Jim Wysocki to Jim Patterson re: summary of constr. Agreement – 12/16/81
X	X	Letter from Bob Goldin to Ron Carey re: approval of helipad – 5/21/85	X	X	Letter from Sue Drissel to Co. West Improvements, Inc. re: approval of final plat – 2/29/80
X	X	Letter from Bob Goldin re: review at City auditorium to respond to listed City concerns – 5/22/85	X	X	Letter from Dale Hollingsworth to Diane Smucny re: naming of streets for industry as requested by the dept. – 3/18/80
X	X	Letter from Ron Rish to Tim Patty re: completion of repairs – 12/6/82	X	X	Letter from Ron Rish to Paragon Eng. re: sanitary sewer system approved – 2/29/80
X	X	Letter from Ron Rish to Katy McIntyre re: review of sketch – 7/24/80	X	X	Letter from Ron Rish to Oltha Rogers re: approval of sanitary sewer – 12/4/81

Acres 67.46
Units 37 lots
Density _____

ACTION SHEET

File # 7-80
Zone PI
Tax Area Code _____

Activity FORESITE PARK FOR INDUSTRY FILING #3
Phase Final Date ^{owner + eng.} Neighbors Notified 2.15.80
Date Submitted 1 FEB 80 Date CIC/MCC Legal Ad _____
Date Mailed Out FEB 5, 80 PC Hearing Date 26 FEB 80
Review Agencies _____ Review Period - Return By 2.15.80

10 day

- Send _____
COUNTY ROAD DEPARTMENT _____
COUNTY HEALTH DEPARTMENT _____
COUNTY SURVEYOR _____
COMTRONICS _____
GRAND VALLEY RURAL POWER _____
 MOUNTAIN BELL _____
 PUBLIC SERVICE _____
SOIL CONSERVATION SERVICE _____
SCHOOL DISTRICT 51 _____
STATE HIGHWAY _____
STATE GEOLOGICAL _____
STATE HEALTH - RADIOLOGICAL _____
TRANSAMERICA TITLE _____
- Send _____
 FIRE CITY _____
 IRRIGATION G.V. _____
 DRAINAGE G.J. _____
WATER (UTE, CLIFTON) _____
SEWER _____
 CITY ENGINEER/UTILITIES TRANS. ENG _____
MACK, LOMA, MESA, COLLBRAN _____
FRUITA, PALISADE _____
 Jim Patterson _____
 P.D. - Ed Under Took _____
 Energy Office _____
 mapping _____

2 Review sheets

Board	Date	Comments
<u>GPC</u>	<u>2-25-80</u>	<u>rec. app of final plan ^{plat} subject to staff recomm.</u>
		<u>rec. app of final plan if staff oversees individual site plans - if a problem arises then that cannot be solved then return to Planning Comm. with plan</u>
<u>CIC</u>	<u>3/19/80</u>	<u>CONSENT AGENDA - APPROVED</u>

Common Location Between 25 & 25 1/2 rds at F.3 line.

Staff Comments _____

Original Documents
Imp. Agreement \$ _____ Appraisal x .05 = \$ _____ Open Space;
Imp. Guarantee Receipt # _____ Check # _____
Covenants _____ Open Space Dedication _____
Power of Attorney _____
Schedule _____

REVIEW SHEET SUMMARY

FILE # 7-80

DATE SENT TO REVIEW AGENCIES 2-5-80

ITEM FORESITE PARK FOR INDUSTRY - FILING #3 DATE DUE 2-15-80
FINAL

LOCATION: Between 25 and 25½ Roads at F.3 Line

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
2-15-80	MAPPING	Recommend that 25.15 Road, 25.31 Road, F.34 Road, 25.39 Road and 25.47 Road be renamed as present designations do not conform to current street name guidelines.
2-15-80	CITY UTILITIES	None.
2-25-80	MOUNTAIN BELL	We have no request for additional easements
2-26-80	CITY ENGINEER	I do not agree with the structural road section calculations and the resulting pavement thicknesses. This can and will be resolved later when the detailed plans are submitted to me for approval prior to construction. I assume the 24 ft. wide streets are based on no on-street parking. No pedestrian facilities are provided except for the possibility of someone walking on the bike paths which are provided on one side of some streets. Sanitary sewer alignments and grades generally look okay. Detailed construction plans will be reviewed when requested. Power of attorney should be provided for full street improvements on 25 Road and 25½ Road frontages.
2-26-80	CITY FIRE	Adequate hydrants, will be required to supply adequate protection for building.
2-26-80	PUBLIC SERVICE	Gas: no objections. Electric: requests a ten (10) foot wide back lot easement on lots 3,6 & 7, block 8, filing 3.

DESIGN & DEVELOPMENT PLANNER

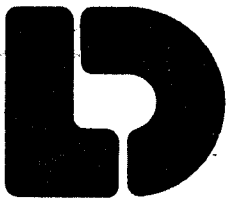
No objection. As this is a Planned Industrial Development it must adhere to Planned Development requirements.

STAFF RECOMMENDATIONS

Recommend approval of Foresite Park, Filing #3 with the following to be addressed before the time the item is heard before City Council:

Rename streets referred to in Mapping review sheet comment to conform with current street naming guideline.

GJPC/2-25-80/RIDER/SCHOENBECK PASSED 5-0 A MOTION TO RECOMMEND TO THE CITY COUNCIL THAT THE STAFF OVERSEE THE INDIVIDUAL SITE PLANS FOR FILING TWO AND THREE FOR FORESITE PARK, AND THAT WHEN A PROBLEM ARISES THAT CAN'T BE SOLVED BY THE STAFF AND PETITIONER, THE ITEM BE BROUGHT BEFORE THE PLANNING COMMISSION.



Lincoln DeVore

1000 West Fillmore St.
Colorado Springs, Colorado 80907
(303) 632-3593

Home Office

Re: Foresight Park
2-13-79

March 9, 1979

Industrial Development, Inc.
P.O. Box 1330
Grand Junction, CO 81501

Re: **SUBSURFACE SOILS INVESTIGATION**
FORESIGHT PARK FOR INDUSTRY
FILING II
GRAND JUNCTION, COLORADO

Gentlemen:

Transmitted herewith is the report giving the results of a subsurface soils investigation for the proposed Foresight Park for Industry to be located in Grand Junction, Colorado.

Respectfully submitted,

LINCOLN-DEVORE TESTING LABORATORY, INC.

By:

Robert L. Bass

Robert L. Bass
Civil Engineer

Reviewed by George D. Morris, P. E.

RLB/kmp

LDTL Job No. J-382

cc: Paragon, Box 2872, Grand Junction, CO 81501

2700 Highway 50 West
Pueblo, Colo 81003
(303) 546-1150

P.O. Box 1427
Glenwood Springs, Colo 81601
(303) 945-6020

109 Rosemont Plaza
Montrose, Colo 81401
(303) 249-7838

P.O. Box 1882
Grand Junction, Colo 81501
(303) 242-8968

P.O. Box 1643
Rock Springs, Wyo 82901
(307) 382-2649

ABSTRACT

The contents of this report are a subsurface soils investigation and foundation recommendations for the proposed Foresight Park for Industry to be located northwest of the city of Grand Junction, Colorado. The Laboratory has not at the present time seen a set of construction drawings for any of the structures to be constructed in this development.

Due to the extremely soft wet nature of the soils underlying the site, a deep foundation system consisting of either drilled piers or driven piles would probably be the most suitable for the majority of the structures in this development in terms of foundation performance. As an alternative to the deep foundation system, a mat of controlled compacted fill could be constructed beneath structures in certain instances to increase the allowable bearing capacity value and reduce the potential settlement of shallow foundation systems. A spread footing type shallow foundation system would be associated with a very high risk of differential movement due to the large anticipated total settlements, and therefore, cannot be recommended on this site. Floor slabs should be free to act independently of structural portions of the building. Slabs should contain deep construction or contraction joints to facilitate even breakage. This will help to reduce to a minimum any unsightly cracking which would be caused by differential movement.

Adequate drainage must be provided at all times. Water should never be allowed to pond above the foundation materials.

More complete recommendations for this site can be found within the body of this report. All recommendations are subject to the limitations set forth herein.

GENERAL

The purpose of this investigation was to determine the general suitability of this site for a series of commercial and industrial type structures. The Laboratory has not at the present time seen the set of construction drawings for any of the proposed structures. However, the structures are anticipated to be rather large either of steel frame or concrete type of construction. Foundation loads are assumed to be moderate to high in magnitude.

The proposed construction site is located northwest of the city of Grand Junction, Colorado, on the northeast corner of the intersection of Patterson Road and 25 Road. The Independent Ranchmens Ditch lies immediately to the south of the site and the Grand Valley Canal is located a short distance to the northeast. The present course of the Colorado River lies approximately one mile to the southwest of the site. The site is located in the Southwest quarter of Section 3, Township 1 South, Range 1 West, of the Ute Principal Meridian. This location is shown on the enclosed Site Location Map.

The topography of the site is generally flat being located on an alluvial plain of the Colorado River. The site has a general gradient to the southwest towards the river. The exact direction of surface runoff will be controlled to an extent by the proposed construction, and therefore, will be variable. In general, however, surface runoff will travel to the southwest quickly entering the Colorado River. Surface and subsurface drainage are fair to poor.

The soils on this site are primarily alluvial in nature having been deposited by the action of the

Colorado River in the past. Generally, these alluvial soils consist of a stratified or layered system of clays, silts, and sands. In addition to these alluvial materials, some slopewash or colluvial from the Bookcliffs which are located to the northeast, may be interfingered with the alluvial sands, silts and clays. The colluvial materials can be expected to have a similar makeup to the alluvial or river deposited soils. Generally, the alluvial silt and clay materials were noted to be in a low density high moisture content, with density decreasing and moisture content increasing with depth. The materials at the ground surface were noted to be somewhat stiffer and drier than the underlying materials.

The upper soft silty and clay materials were noted to extend from the ground surface to depths ranging from 37 to 55 feet. At this depth was encountered either an alluvial terrace deposit consisting of nested cobbles and boulders or shale of the Mancos Formation, depending upon location in the development. The river terrace materials were deposited on the site by the action of the Colorado River in the past and consist generally of rounded cobbles and boulders. It is possible that this river terrace deposit will serve as the foundation soil for deep foundations in certain instances.

The Mancos Shale can broadly be described as a thinbedded drab, light to dark grey marine shale with thinly interbedded fine grain sandstone and limestone layers. Some portions of the Mancos Shale are bentonitic, and therefore, are highly expansive. The majority of the Mancos Shale, however, has only a moderate expansion potential. Mancos Shale can be considered as bedrock beneath this development and will serve as the foundation support for deep foundation systems in many instances.

BORINGS, LABORATORY TESTS & RESULTS

Twelve test borings were placed on this site at locations indicated on the enclosed Test Boring Location Diagram. These test borings were placed in such a manner as to obtain a reasonably good profile of the subsurface soils beneath this site. It should be noted that due to the rather large size of the development, the test borings were quite widely spaced and this should be considered as a preliminary investigation only. A more complete soils investigation consisting of additional auger borings is recommended for each individual structure on this site, once the project characteristics for each structure are more precisely known. All test borings placed on this site were advanced with a power driven continuous auger drill. Samples were taken with the standard split-spoon sampler with thin-walled Shelby tubes and by bulk methods.

The soil profile encountered during our field exploration program consisting of a system of alluvial clays, silts, and sands, overlying a dense cobble and boulder deposit in some areas, overlying formational shale of the Mancos Formation. The upper alluvial soils were in a low density high moisture content and were noted to decrease in density and increase in moisture with depth. The materials at the ground surface were noted to be somewhat stiffer and drier than the underlying soils. The river terrace cobble material were encountered in Test Borings 1, 11, and 12 at depths of 41, 37, and 42 feet respectively, and formational shale was encountered in Test Borings 4, 6, and 9 at depths of over 55, 47, and 48 feet respectively.

The samples obtained during our field exploration program have been grouped into three soil types. The soil types are representative of the upper alluvial clays, silts

and sands beneath this site. More precise engineering characteristics of these three soil types are shown on the enclosed summary sheets. The following discussion will be general in nature.

Soil Type No. 1 classified as a lean clay (CL) of fine grain size. Generally, this material is plastic, of low permeability, and was encountered in a generally low density condition. In higher density states, Soil Type No. 1 can be expected to expand upon the addition of moisture with expansion pressures on the order of 433 psf being measured. In low density high moisture states such as those in which it was encountered on this site in the lower portion of the soil profile, it will have a distinct tendency to true long-term consolidation under load. Due to the consolidation potential for this material and to the low density state in which it was encountered, it is felt that Soil Type No. 1 will probably not provide adequate foundation support for the proposed industrial structures. Soil Type No. 1 contains sulfates in detrimental quantities.

Soil Type No. 2 classified as silt (ML) of fine grain size. Generally, this material is non-plastic, of low permeability, and was encountered in a low density condition. Soil Type No. 2 will have very little tendency to expand upon the addition of moisture. It will, however, have a distinct tendency to settlement and long-term consolidation upon application of foundation stresses. Due to the consolidation characteristics of this material and to the low density condition in which it was encountered, it is felt that Soil Type No. 2 will probably not provide adequate foundation support for the proposed industrial structures. Soil Type No. 2 contains sulfates in detrimental quantities.

Soil Type No. 3 classified as a silty sand (SM) of coarse grain size. Generally, this material is nonplastic, of moderate permeability, and was encountered in a moderate density condition. It will have no tendency to expand upon the addition of moisture nor any tendency to long-term consolidation under load. Granular materials such as this often do, however, exhibit settlement upon application of foundation stresses. Soil Type No. 3 was encountered only in Test Boring No. 6 at a depth of 0 to approximately 3 feet. It is anticipated that this material will be encountered on a very limited portion of the site and therefore, in all probability will not effect construction or performance of the proposed industrial structures.

CONCLUSIONS AND RECOMMENDATIONS

Since the magnitude and nature of the proposed foundation loads are not precisely known to the Laboratory at this time, the recommendations contained herein must be quite general in nature. Any special loads or unusual design conditions should be reported to the Laboratory, so that changes in recommendations may be made if necessary. However, based upon our analysis of the soil conditions and project characteristics previously outlined, the following recommendations are made.

For the majority of the structures to be constructed in this development, a deep foundation system may be the most suitable in terms of foundation performance. Deep foundation systems would consist of either driven piles or drilled piers. Either type of deep foundation system would be associated with a number of advantages and disadvantages with respect to this site. The equipment for use in the installation of drilled piers may be somewhat more readily available in the State of Colorado, as they are quite commonly used. The materials encountered on this site can generally be readily drilled. However, due to the very soft wet nature of the underlying soils, problems with caving soils and groundwater will probably be encountered during drilling and the use of casing and dewatering techniques will probably be necessary.

The use of driven piles on the other hand, would eliminate the need for concern with respect to casing, caving soil, and groundwater problems. However, the capacity of a pile is much more difficult to establish during the design phase of a project than that of a drilled pier. Additionally, pile driving equipment may be less readily available. Therefore, the decision as to which type of deep foundation is most suitable is purely an

economic one and should be investigated by the owner or his representative.

Should it be decided to use driven piles on this site, there are a number of different pile types which would be available for use. These would include timber, steel and precast concrete. Each pile type is associated with a number of advantages and disadvantages. Timber piles are typically suitable for design loads on the order of 10 to 50 tons per pile, which should be acceptable for this project. However, they are difficult to splice during driving and may be vulnerable to decay should the groundwater level be subject to frequent fluctuations. Timber piles are comparatively lower in cost however, and the problem with decomposition may largely be overcome with treatment.

Steel piles are very easy to splice, making them very suitable to a site where the bearing surface may fluctuate widely in depth. They are somewhat vulnerable to corrosion however, particularly in areas where the groundwater may be rich in sulfates. As has been discussed in the previous section, the silt and clay soils on this site can be expected to contain a significant amount of sulfates. Steel piles typically are suitable for design loads on the order of 40 to 120 tons which should be sufficient for the structures in this development.

Precast concrete piles are suitable for very wide range of design loads. They may also achieve a high corrosion resistance by using a sulfate resistant cement in the concrete. However, concrete piles are typically associated with a fairly high initial cost and are quite difficult to splice during driving.

Specific recommendations pertaining

to pile type and pile capacity cannot be easily made in a report of this nature, as such a choice depends upon the expected loads, driving equipment to be used, and other factors. Therefore, this choice will be left to the structural engineer. By way of example of pile capacity, however, a 12 inch diameter pile section driven into the underlying terrace materials should be capable of developing a capacity of between 10 and 40 tons depending upon the depth of penetration into the underlying terrace materials. For piles driven to absolute refusal on the underlying Mancos Shale, the design capacity would, of course, be equal to the allowable structural capacity of the pile itself. Piles should be used in groups to provide for eccentricities in loading. The group capacity will be somewhat less than the summation of the individual pile capacities depending upon the relative spacing of the piles. A conservative estimate of group of pile capacity, however, would be on the order of two-thirds of the summation of the individual pile capacities.

It is possible that horizontal loads will exist on this site, particularly if rigid frame type steel buildings are used. If horizontal loads exist and exceed 1000 pounds per pile, batter piles will be required. Hammer and cushioning should be matched to the chosen pile type to insure attainment of the design load capacity during driving. The estimated pile capacity stated in this report are based upon static considerations of bearing capacity and friction. Estimates of this type often will not precisely represent the true capacity obtained in the field. Therefore, when driving operations commence pile capacities should be verified either by means of a pile load test or by use of a pile driving equation.

Minimum spacing of piles should be twice the average pile diameter or 1.75 times the diagonal dimension of the pile cross-section, but no less than 24 inches. The tops of piles should extend a minimum of 4 inches into the pile cap. No piles should be shorter than 10 feet in length. Vertical piles should not vary more than 2% from the plumb position. Eccentricity of reaction on a pile group with respect to the load resultant should not exceed a dimension that would produce overloads of more than 10% in any one pile.

As an alternative to the driven pile deep foundation system, one may wish to consider the use of drilled piers on this site. Where drilled piers are used, however, some difficulty with soft, caving soils and high groundwater conditions may complicate the installation of drilled piers and require the use of casing and dewatering equipment for construction. The criteria for proportioning drilled piers will depend upon the nature of the primary bearing strata and on the condition of the overlying soils materials. Since considerable variation was noted in the soil profile across this site, it is rather difficult to provide precise drilled pier design criteria in a report of this nature. Therefore, we recommend that drilled pier design criteria for each individual building site be established as a part of the site specific individual soils investigation for each structure.

The bottoms of drilled piers should be thoroughly cleaned prior to the placement of concrete. Drilled piers should be provided with reinforcement over their entire length. The amount of reinforcing required in each pier will depend upon the magnitude and nature of the loads involved. However, as a rule of thumb, a minimum of one #5 rebar for every 16 inches of pier

circumference should be used with an absolute minimum of two #5 rebars per pier. Due to the soft wet nature of the upper alluvial soils through which the pier must pass, these soils will have a very low lateral resistance which should be taken into account in the design of piers.

To insure that all voids in the side walls of piers are filled with concrete a slump of 5 to 6 inches should be used. Piers having an extreme diameter, on the order of 12 inches or less may use concrete with a slump in excess of 6 inches. Piers must be dewatered prior to the placement of concrete. If dewatering is not possible, concrete should be tremied below standing water. A free fall of concrete in excess of 5 feet should be prohibited, unless the pier diameter is large enough to insure that the concrete will not contact the side walls during the fall. Any casing used during drilling should be pulled as concrete is being placed to allow the complete filling of all voids in the side walls with concrete.

For both the driven pile and drilled piers type of deep foundation system, a potential exists on this site for occurrence of a phenomenon known as negative skin friction. If the potential exists for consolidation to occur in the soft alluvial materials above the terrace and bedrock, either due to the application of surcharge loads at the surface or to a lowering of the water table, the consolidation of these materials can exert a drag or negative skin friction on the piles or piers penetrating them. The magnitude of negative skin friction will depend upon the amount of consolidation which has occurred and it cannot be accurately ascertained at this time. However, we do not feel that the negative skin friction can exceed a value on the order

of 500 psf acting on the perimeter area of the piers or piles. This load should it develop would simply be added directly to the loads applied by the structure. As long as there is no surcharge load applied to induce consolidation, however, and the level of the water table in the alluvial materials remains constant, the phenomenon of negative skin friction is not likely to development.

As an alternative to a deep foundation system, shallow foundation systems could be used in conjunction with a compacted fill mat for certain types of structures. The depth to which the compacted controlled fill must extend would depend upon the magnitude and nature of foundation loads and upon the amount of total settlement that the proposed structure may tolerate. Since this will vary from structure to structure, it is rather difficult to provide a set of absolute guidelines for the volume of compacted fill required. For purposes of illustration, however, a structure with a normal sensitivity to differential movement would probably require a mat which would extend vertically to a depth equal to about 2 to 3 times the footings width, and horizontally a distance equal to approximately the footing width from either side of the footing. The bearing capacity for this compacted fill mat would depend upon the material used, the degree of compaction obtained, and the nature of foundation loads and would vary from structure to structure. However, a granular material compacted to at least 95% of the maximum Proctor dry density should have a bearing capacity on the order of 3000 to 4000 psf.

It is recommended that material used in any compacted fill mat be placed at a minimum of 95% of the maximum Proctor density, ASTM D-698. A coarse grained nonfree draining material would probably be most suitable, although there

are perhaps other materials which could be used. This fill should be placed in lifts not to exceed 6 inches compacted thickness and at a moisture content approximately equal to the Proctor optimum moisture content, $\pm 2\%$. Fill should be placed and compacted to the required density by mechanical means and no water flooding techniques of any type should be used in the placement of fill on this site.

Shallow foundations used in conjunction with a compacted fill mat should be located a minimum of 2 feet below the ground surface or greater if dictated by local building codes for frost protection. Foundation pressures around exterior walls should be balanced to within ± 500 psf at all points. Isolated interior columns should be designed for unit loads of approximately 200 psf less than the average of those selected for the exterior walls assuming a granular material is used for the compacted fill mat. The criteria for this balance will depend upon the nature of this structure. Single-story, slab on grade structures may be balanced on the basis of dead load only. Multi-story structures or single-story structures with structural floors should be balanced on the basis of dead load plus approximately one-third the live load.

Stemwalls for shallow foundation systems should be designed as grade beams capable of spanning at least 10 feet. Grade beams used in conjunction with deep foundation systems should be designed in such a manner that they are capable of carrying their loads over a clear span of at least 10 feet or half the distance from pier to pier or pile cap to pile cap, whichever is greater. The horizontal reinforcement required in this design should be placed continuously around the structure with no

gaps or breaks in the reinforcing steel, unless specially designed. Horizontal reinforcement should be placed at both top and bottom of foundation walls and grade beams with the reinforcement being approximately balanced between these two locations. Where stemwalls will retain soil in excess of 4 feet in height, vertical reinforcement may be necessary and should be designed. To design such vertical reinforcement the equivalent fluid pressure of this soil may be taken as about 45 pcf in the active state.

Adequate drainage must be provided in the foundation area both during and after construction to prevent the ponding of water. The ground surface around structures should be graded in such a manner that surface water will be carried quickly away. Minimum gradient within 10 feet of any structure will depend upon surface landscaping. Bare or paved areas should have a minimum gradient of 2%, while landscaped areas should have a minimum gradient of 5%. Roof drains, if used, should be carried across all backfilled areas and discharged well away from the structure.

Floor slabs may be constructed directly on grade or over a compacted gravel blanket of 4 to 6 inches in thickness. If the gravel blanket is chosen, however, it must be provided with a free drainage outlet to the surface and must not be allowed to act as a water trap beneath the floor slab. A vapor barrier is recommended beneath all floor slabs constructed in this development. Floor slabs should be constructed in such a manner that they act independently of columns and bearing walls. Additionally, concrete floor slabs should be placed in sections no greater than 25 feet on a side. Deep construction or contraction joints could be placed at these lines to facilitate even breakage. This will help minimize any unsightly cracking which could be caused by differential movement.

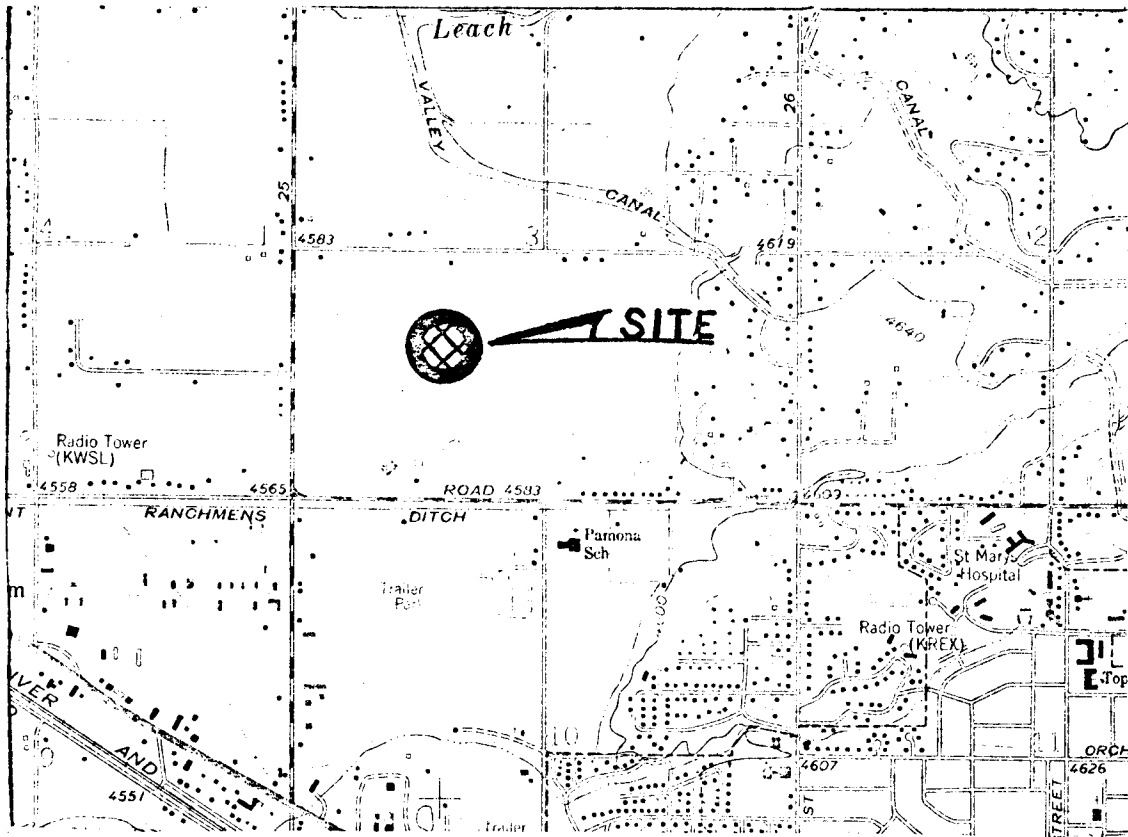
Backfill around the structures and in utility trenches leading to the structures should be compacted to at least 90% of the maximum Proctor dry density, ASTM D-698. The native soils on the site may be used for this purpose. Backfill should be placed in lifts not to exceed 6 inches compacted thickness and at a moisture content of approximately equal to the Proctor optimum moisture content, \pm 2%. Backfill must be compacted to the required density by mechanical means. No water flooding techniques of any type should be used in the placement of backfill on this site.

The soils on this site were noted to contain sulfates in detrimental quantities. Therefore, a sulfate resistant cement such as Type II Cement is recommended for use in all concrete which will be in contact with the foundation soils. Under no circumstances should calcium chloride ever be added to a type II Cement. In the event that a Type II Cement is difficult to obtain, a Type I Cement may be used providing the concrete is separated from the soils by water resistant membranes.

Due to the rather broad scope of this report and to the fact that no precise information on any of the structures is known at this time, it is recommended that additional investigation be undertaken for each structure to be constructed in this development. This investigation should consist of additional auger borings, with the number, location, and depth of the additional borings being dependent upon the magnitude and nature of the foundation loads for each particular structure.

It is felt that all pertinent points concerning the subsurface soils on this site have been covered in this report. If soil types and conditions other than

those described herein are noted on the site, these should be reported to the Laboratory so that changes in recommendations may be made if necessary. Should questions arise or further information be required, please feel free to contact our office at any time.



SCALE
1"=2000'

ADAPTED FROM
U.S.G.S. 7½' Quadrangles

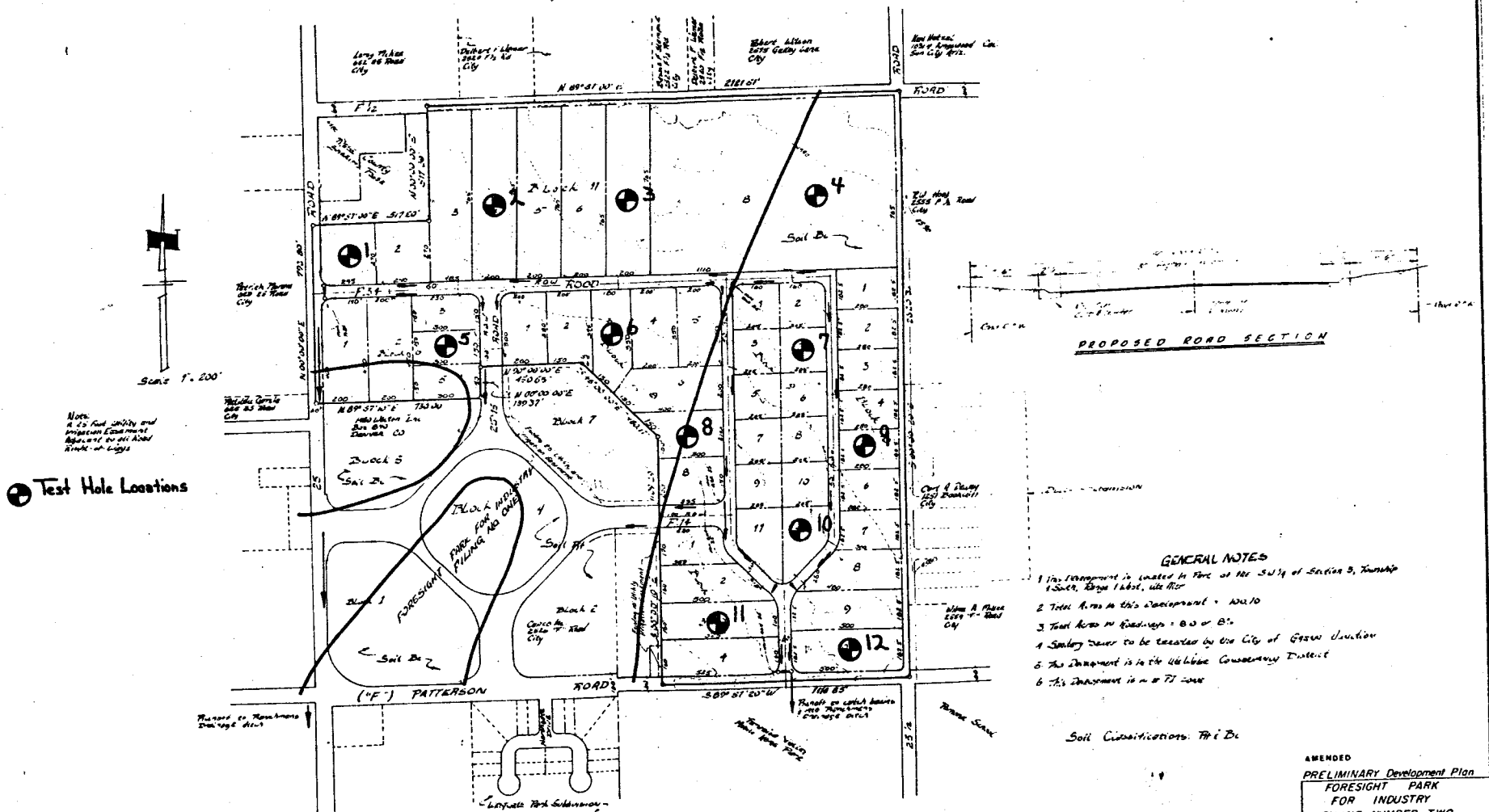


SITE LOCATION MAP

THE LINCOLN-DEVORE TESTING LABORATORY
 COLORADO: Colorado Springs, Pueblo, Glenwood WYOMING: Rock Springs
 Springs, Montrose, Gunnison.

AMENDED FORESIGHT PARK FOR INDUSTRY - FILING No. TWO

OWNERS and DEVELOPERS: Industrial Development Inc. - PO Box 1330 Grand Junction, Colorado 81501, Phone 242-3814



● Test Hole Locations

Scale 1" = 200'

Note:
1. 25 Foot Utility and
Impervious Easement
Approximate and not to be
Relyed on.

PROPOSED ROAD SECTION

GENERAL NOTES

1. This development is located in Block 12 of the S1/4 of Section 9, Township 33 North, Range 1 West, 10th Mer.
2. Total Area in this development = 100.10
3. Total Area in Roadways = 8.0 or 8.5.
4. Sewerage lines to be located by the City of Grand Junction.
5. This development is in the 10th Meridian Township.
6. This development is in a 71 zone.

Soil Classifications: M1 Bc

AMENDED
PRELIMINARY Development Plan
FORESIGHT PARK
FOR INDUSTRY
FILING NUMBER TWO

PARAGON ENGINEERING, INC.

SOILS DESCRIPTIONS:

SYMBOL	USGS	DESCRIPTION
		Topsoil
		Man-made Fill
GW		Well-graded Gravel
GP		Poorly-graded Gravel
GM		Silty Gravel
GC		Clayey Gravel
SW		Well-graded Sand
SP		Poorly-graded Sand
SM		Silty Sand
SC		Clayey Sand
ML		Low-plasticity Silt
CL		Low-plasticity Clay
OL		Low-plasticity Organic Silt and Clay
MH		High-plasticity Silt
CH		High-plasticity Clay
OH		High-plasticity Organic Clay
Pt		Peat
GW/GM		Well-graded Gravel, Silty
GW/GC		Well-graded Gravel, Clayey
GP/GM		Poorly-graded Gravel, Silty
GP/GC		Poorly-graded Gravel, Clayey
GM/GC		Silty Gravel, Clayey
GC/GM		Clayey Gravel, Silty
SW/SM		Well-graded Sand, Silty
SW/SC		Well-graded Sand, Clayey
SP/SM		Poorly-graded Sand, Silty
SP/SC		Poorly-graded Sand, Clayey
SM/SC		Silty Sand, Clayey
SC/SM		Clayey Sand, Silty
CL/ML		Silty Clay

ROCK DESCRIPTIONS:

SYMBOL	DESCRIPTION
<u>SEDIMENTARY ROCKS</u>	
	CONGLOMERATE
	SANDSTONE
	SILTSTONE
	SHALE
	CLAYSTONE
	COAL
	LIMESTONE
	DOLOMITE
	MARLSTONE
	GYP SUM
<u>IGNEOUS ROCKS</u>	
	GRANITIC ROCKS
	DIORITIC ROCKS
	GABBRO
	RHYOLITE
	ANDESITE
	BASALT
	TUFF & ASH FLOWS
	BRECCIA & Other Volcanics
	Other Igneous Rocks
<u>METAMORPHIC ROCKS</u>	
	GNEISS
	SCHIST
	PHYLLITE
	SLATE
	METAQUARTZITE
	MARBLE
	HORNFELS
	SERPENTINE
Other Metamorphic Rocks	

SYMBOLS & NOTES:

SYMBOL	DESCRIPTION
	9/12 Standard penetration drive Numbers indicate 9 blows to drive the spoon 12" into ground.
	ST 2-1/2" Shelby thin wall sample
	W _p Natural Moisture Content
	W _x Weathered Material
	Free water table
	γ _d Natural dry density
	T.B. - Disturbed Bulk Sample
	Soil type related to samples in report
	15' W _x Form.
	Test Boring Location
	Test Pit Location
	Seismic or Resistivity Station. Lineation indicates approx. length & orientation of spread (S = Seismic, R = Resistivity)

Standard Penetration Drives are made by driving a standard 1.4" split spoon sampler into the ground by dropping a 140 lb. weight 30". ASTM test des. D-1586.

Samples may be bulk, standard split spoon (both disturbed) or 2-1/2" I.D. thin wall ("undisturbed") Shelby tube samples. See log for type.

The boring logs show subsurface conditions at the dates and locations shown, and it is not warranted that they are representative of subsurface conditions at other locations and times.

L LINCOLN
DeVORE
TESTING
LABORATORY

COLORADO: Colorado Springs, Pueblo,
Glenwood Springs, Montrose, Gunnison,
Grand Junction. - WYO. - Rock Springs

EXPLANATION OF BOREHOLE LOGS
AND LOCATION DIAGRAMS

Test Hole No.
Top Elevation

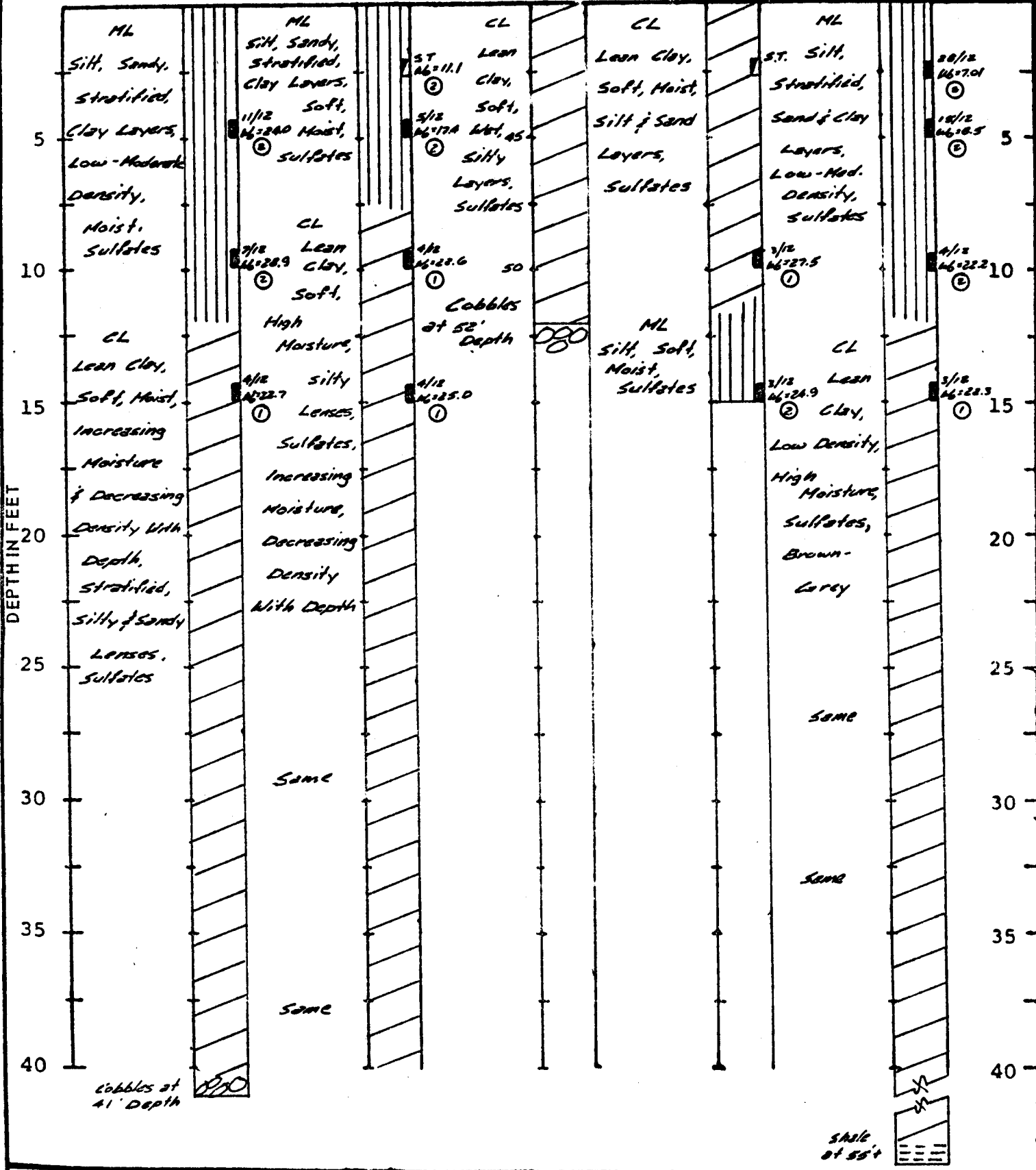
1

2

2
cont'd

3

4



DRILLING LOGS

LINCOLN-DeVORE TESTING LABORATORY
COLORADO SPRINGS-PUEBLO, COLORADO

Test Hole No.
Top Elevation

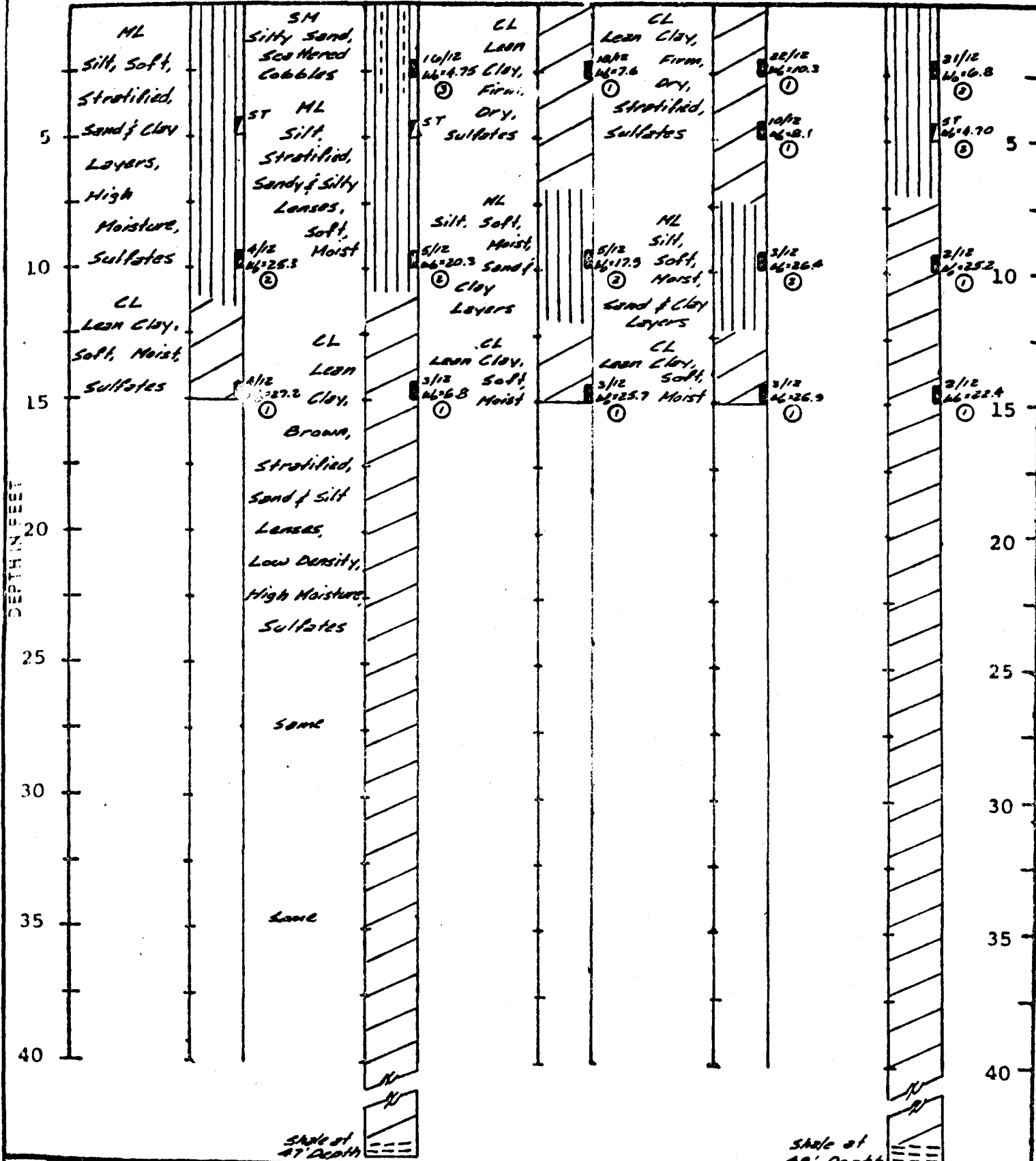
5

6

7

8

9



DRILLING LOGS

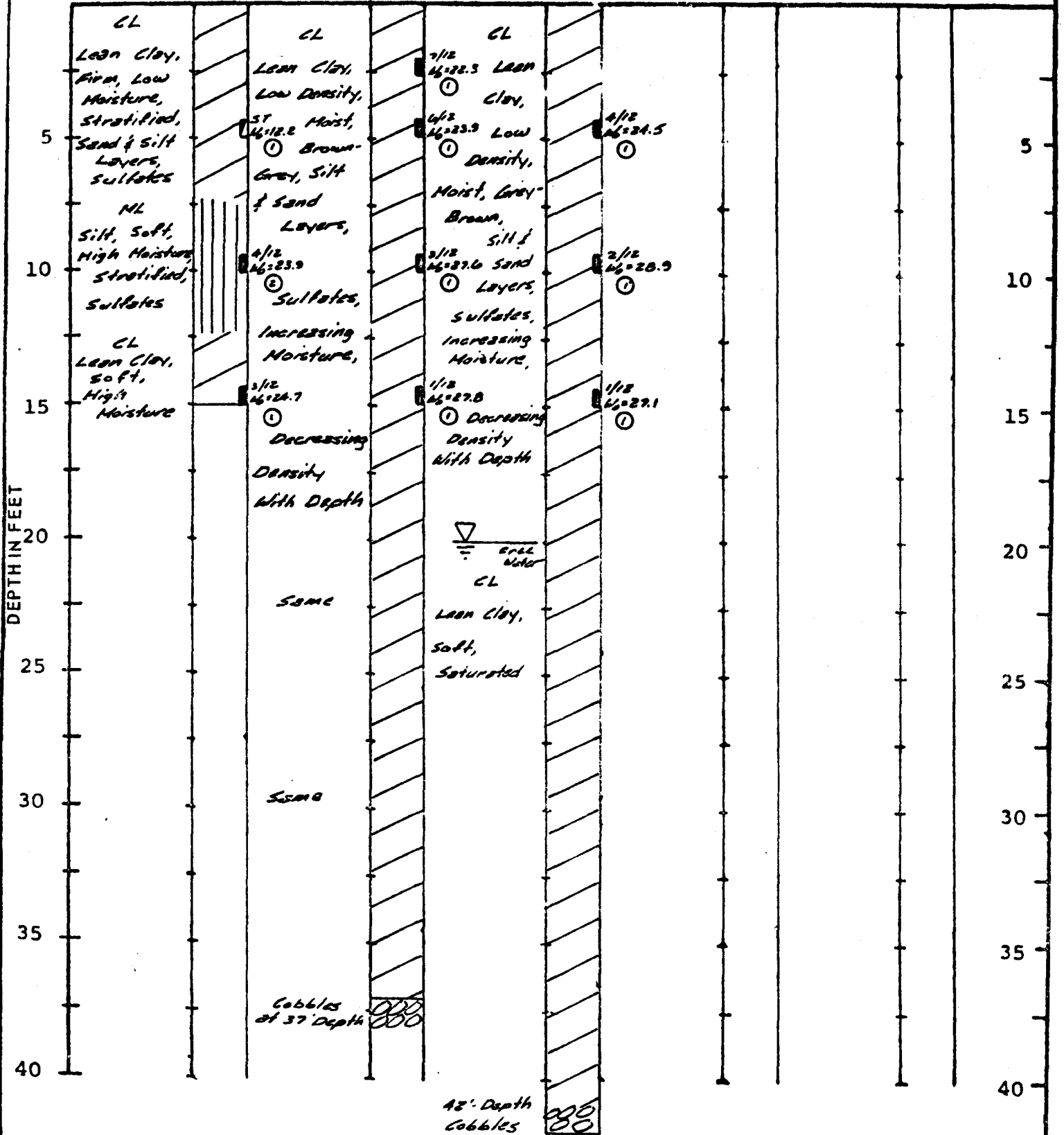
LINCOLN-DeVORE TESTING LABORATORY
COLORADO SPRINGS-FUEBLO, COLORADO

Test Hole No.
Top Elevation

10

11

12



DRILLING LOGS

LINCOLN-DeVORE TESTING LABORATORY
COLORADO SPRINGS-PUEBLO, COLORADO

SUMMARY SHEET

Soil Sample Lean Clay (CL)

Test No. J-382

Location Foresight Park Filing 2

Date 2/9/79

Boring No. 2 Depth 10'

Test by KM

Sample No. 1

Natural Water Content (w) 22.6 %

Specific Gravity (Gs) 2.66

In Place Density (ρ_o) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	_____
1"	_____
3/4"	_____
1/2"	_____
4	<u>100</u>
10	<u>99.9</u>
20	<u>99.8</u>
40	<u>99.7</u>
100	<u>97.5</u>
200	<u>90.9</u>

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>.02</u>	<u>57.9</u>
<u>.005</u>	<u>33.9</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Plastic Limit P.L. 17.4 %
 Liquid Limit L. L. 27.6 %
 Plasticity Index P.I. 10.2 %
 Shrinkage Limit 15.1 %
 Flow Index _____
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content - w_o _____ %
 Maximum Dry Density - ρ_d _____ pcf
 California Bearing Ratio (av) _____ %
 Swell: 1 Days 1.8 %
 Swell against 443 psf w_o gain 2.4 %

BEARING:

Housel Penetrometer (av) _____ psf
 Unconfined Compression (qu) _____ psf
 Plate Bearing: _____ psf
 Inches Settlement _____
 Consolidation % under psf

PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____
 Sulfates 1000+ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

Soil Type CL

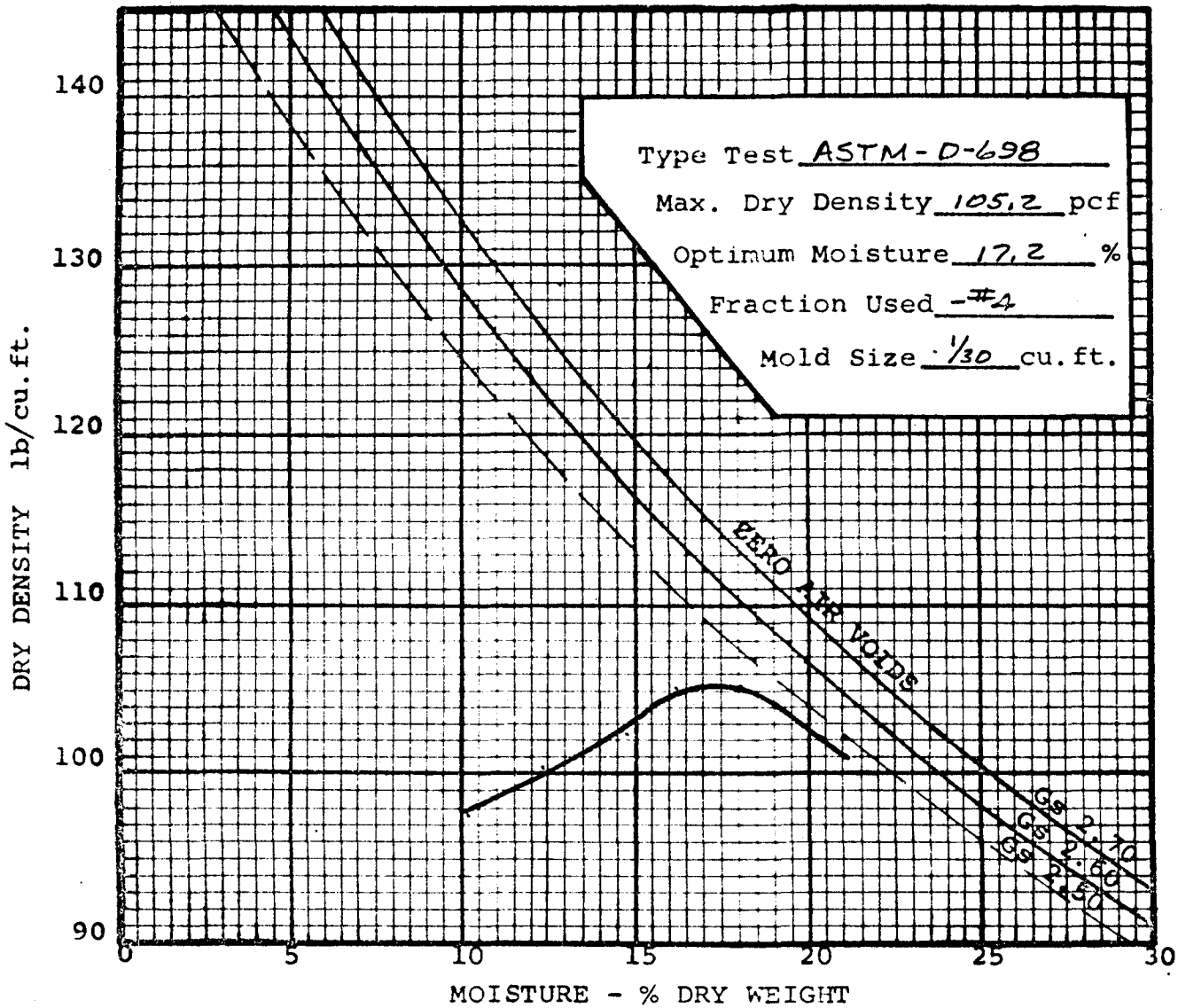
Test No. 25894

Project FORESIGHT PARK

Date 2/28/79

Sample Obtained SURFACE+2'

Test by RKL



SOIL PROPERTIES

Specific Gravity _____
 Unified Classification _____
 Liquid Limit _____
 Plastic Limit _____
 Plasticity Index _____

In Situ Moisture Content _____ %
 In Situ Density (av.) _____ pcf
 Field CBR value _____ %
 Laboratory CBR value _____ %
 Three day swell _____ %

MOISTURE-DENSITY RELATION

LINCOLN-DEVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

SUMMARY SHEET

Soil Sample Silt (ML)

Test No. J-382

Location Foresight Park Filing 2

Date 2/12/79

Boring No. 4 Depth 10'

Test by KM

Sample No. 2

Natural Water Content (w) 22.2 %
 Specific Gravity (Gs) 2.70

In Place Density (γ_c) _____ pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
3/4"	
1/2"	
4	100
10	99.9
20	99.7
40	99.1
100	95.7
200	81.4

Plastic Limit P.L. NP %
 Liquid Limit L.L. 20.7 %
 Plasticity Index P.I. NP %
 Shrinkage Limit 18.7 %
 Flow Index _____
 Shrinkage Ratio _____ %
 Volumetric Change _____ %
 Lineal Shrinkage _____ %

HYDROMETER ANALYSIS:

Grain size (mm)	%
<u>.075</u>	<u>71.4</u>
<u>.02</u>	<u>43.6</u>
<u>.005</u>	<u>19.8</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content - w_p _____ %
 Maximum Dry Density - γ_d _____ pcf
 California Bearing Ratio (av) _____ %
 Swell _____ Days 1.0 %
 Swell against 240 psf w_o gain 11.8 %

BEARING:

Housel Penetrometer (av) _____ psf
 Unconfined Compression (qu) _____ psf
 Plate Bearing: _____ psf
 Inches Settlement _____
 Consolidation % under _____ psf

PERMEABILITY:

K (at 20°C) _____
 Void Ratio _____
 Sulfates 1000* ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY
 COLORADO SPRINGS, COLORADO

Soil Sample Silty Sand (SM)

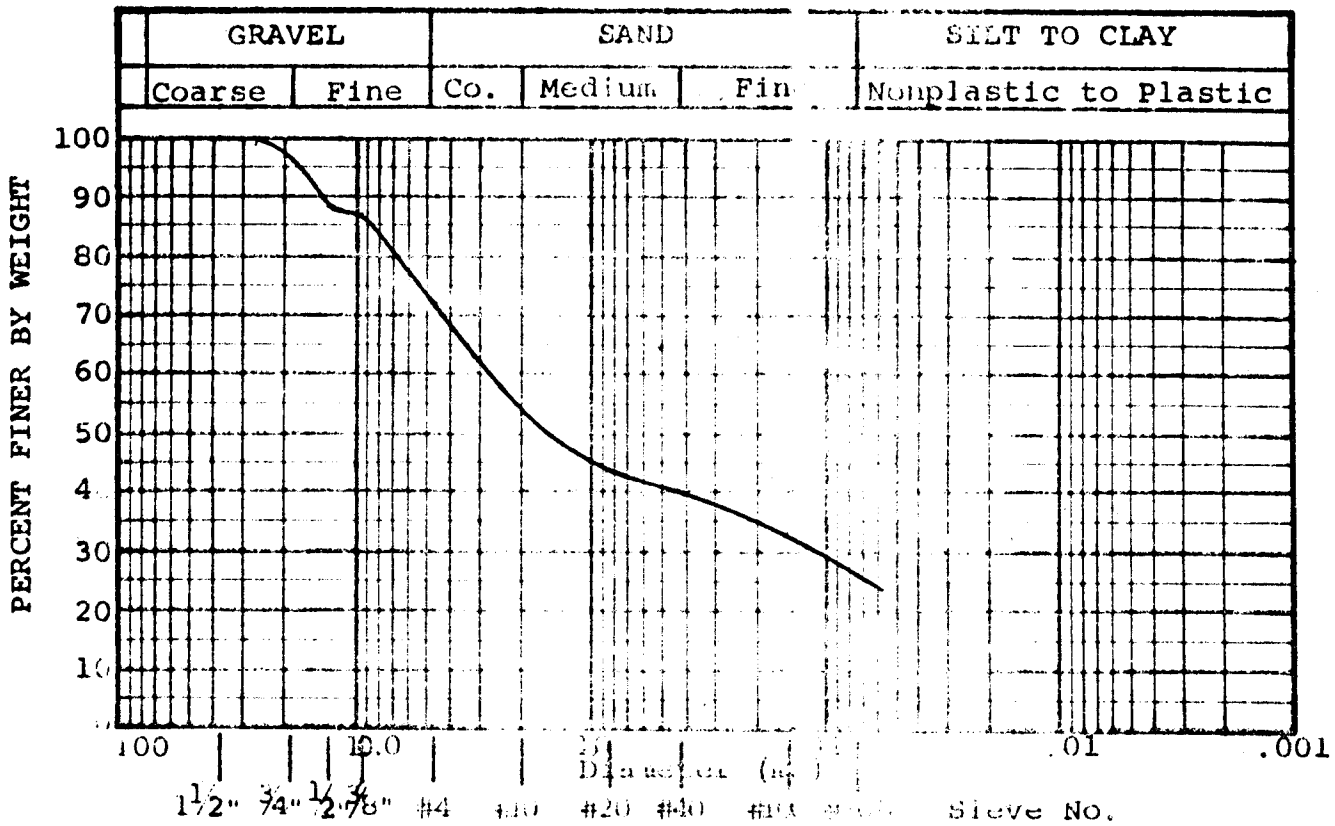
Test No. J-382

Project Foresight Park Filing 2

Date 2/23/79

Sample Location TH-1, 2 1/2' Depth

Test by RKL



Sample No. 3

Specific Gravity _____

Moisture Content _____

Effective Size _____

Cu _____

Cc _____

Fineness Modulus _____

L.L. _____ % P.I. NP %

BEARING _____ psf

Sieve No.	% Passing
1 1/2"	100
3/4"	95.4
1/2"	86.1
3/8"	86.6
#4	78.2
#10	53.2
#20	43.0
#40	40.0
#100	32.8
#200	25.6
#200	25.6

Sulfates 500* ppm

GRAIN SIZE ANALYSIS

LINCOLN-DEVORE TESTING LABORATORY
COLORADO SPRINGS, COLORADO

January 31, 1980

City Council

Grand Junction, CO. 81501

Guarantee of Public Improvements for Foresight Park for Industry, Filing No. 3

The undersigned hereby guarantee not to request building permits within Foresight Park for Industry, Filing No. 3 until such time as required public improvements are installed.

Colorado West Improvements, Inc.

H.R. Barnett, President

Dale J. Hollingsworth, Secretary

STATE OF COLORADO))
) ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 1980 by H.R. Barnett, President and Dale J. Hollingsworth, Secretary of Colorado West Improvements, Inc.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

Foresight Park
Covenants

File Copy

"DECLARATION OF PROTECTIVE COVENANTS

FOR

FORESIGHT INDUSTRIAL PARK

PURPOSE: FORESIGHT INDUSTRIAL PARK is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the aforesaid land and each and every parcel thereof, to insure proper use and appropriate development and improvement of said premises so as to:

- (a) Provide in the Grand Junction area, attractive sites for industrial location;
- (b) Protect the owners and tenants of building sites against such improper use of surrounding premises and buildings as will depreciate the value of their property;
- (c) Guard against the erection thereon of structures built of improper or unsuitable materials, or with improper quality and methods of construction;
- (d) Insure adequate and reasonable development of said property;
- (e) Encourage the erection of attractive permanent improvements appropriately located to prevent an inharmonious appearance and function:

- (f) Provide adequate off-street parking space and loading facilities; and
- (g) Contribute to the economic development of the Grand Junction area specifically, Western Colorado generally, and provide a harmonious development that will promote the general welfare of the community's occupants and property owners of the aforesaid subdivision.
- (h) Conform to applicable building and zoning codes.

ARTICLE I - Definitions of Terms

The following terms and words as used hereinafter shall be defined as follows:

- (a) Foresight Industrial Park - shall mean and include the subdivision in Mesa County, Colorado, known as Foresight Industrial Park together with any subsequent filing or filings of Foresight Industrial Park to which these Protective Covenants may hereafter be extended pursuant to Article XIV hereof. Foresight Industrial Park as defined in this subparagraph (a) is sometimes referred to hereinafter as "the premises".
- (b) Building site - shall mean a plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner thereof. A building site may also be established by Declarant by an instrument in

writing executed, acknowledged and recorded by the Declarant which designates a plot of land as a building site for purposes of these Protective Covenants. If two or more building sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned building sites may, at the option of said owner be combined and treated as a single building site for purposes of this Declaration of Protective Covenants, provided that where two or more building sites are so combined, the location of the improvements shall always be subject to the prior written approval of the Architectural Control Committee.

- (c) Declarant - shall mean 1480 Welton, Incorporated, and any other party or parties hereinafter designated by it as a Declarant for purposes of this Declaration of Protective Covenants in any deed to such a party or parties from a Declarant.
- (d) Improvement - shall mean and include all construction and work necessary or appurtenant to conditioning a building site for occupancy for a permitted use and shall include but not be limited to buildings, parking areas, driveways, access roads, loading areas, signs, utilities, fences, lawns and landscaping.

- (e) Owner - shall mean the party or parties owning fee title to a building site.
- (f) Street - shall mean a right-of-way dedicated to the public for use as a public street.
- (g) One parking space - shall mean an area measuring 8.5 feet by 20 feet or more.
- (h) Parking Area - shall mean that area occupied by parking spaces together with adequate ingress, egress and circulation to the parking spaces.
- (i) Front lot line - shall mean the boundary line of a building site which abuts upon any street.
- (j) Side lot line - shall mean any boundary line of a building site which is not a front lot line, but which extends to a front lot line.
- (k) Rear lot line - shall mean the line opposite and most distant from the front lot line.
- (l) Front yard - shall mean the space between the front lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the front yard requirements set forth in paragraphs (a) and (e) of Article III.
- (m) Side yard - shall mean the space between a side lot line and the building.
- (n) Rear yard - shall mean the space between the rear lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the

rear yard requirements set forth in paragraphs (d), (e) and (f) of Article III.

ARTICLE II - Permitted Uses and Performance Standards

- (a) No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other building sites or their tenants by reason of unsightliness or the excessive omission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.
- (b) Building sites shall be used only for engineering, research facilities, laboratories, light industrial uses, offices, warehousing, supportive service facilities and such other uses as the Architectural Control Committee shall determine in its sole discretion to be in harmony with the purposes and development of the Foresight Industrial Park.

ARTICLE III - Required Yards

- (a) All building sites shall have front yards of not less than thirty-five feet which shall remain free of buildings and structures, open storage and loading and parking areas, except that up to 20% of a front yard may be devoted to customer parking spaces with the prior written approval of the Architectural Control

Committee.

- (b) All building sites shall have side yards of not less than 15 feet on each side of the buildings, and no buildings or structures shall be permitted in the side yards, provided, however, that where buildings on contiguous building sites are planned as an integrated architectural unit, side yard requirements may be varied with the prior written approval of the Architectural Control Committee.
- (c) No fence or wall (other than a retaining wall) shall be permitted to be constructed within the front yard or side yards except upon prior written approval of the Architectural Control Committee.
- (d) All building sites shall have rear yards of not less than 25 feet. No buildings or structures shall be permitted in rear yards except that fences or walls may be permitted, subject to prior written approval of the Architectural Control Committee.
- (d) In the case of building sites having more or less than four sides, the Architectural Control Committee shall determine the required yards with respect thereto in a manner which said Committee deems to be consistent with the intention of the foregoing provisions of this Article III, and the decision of the Architectural Control Committee in such cases shall be final.

ARTICLE IV - Street Parking

- (a) No parking shall be permitted on any street or access road, either public or private, or at any other place than the paved parking spaces provided for and described hereinbelow, and each owner and tenant shall be responsible for compliance by its employees and visitors.

ARTICLE V - Off-Street Parking and Loading

- (a) Adequate off-street parking shall be provided by each owner and tenant for customers and employees. The minimum standards shall be the total of the following:
1. One parking space for each one and a half employees per shift based on largest shift employment.
 2. One parking space for each 200 square feet of gross floor space in commercial retail or service use.
- (b) Each owner shall also provide adequate paved space for the circulation of traffic in the parking areas, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (c) Each owner shall provide access roads to the street, which shall not be a part of the off-street parking required under subparagraph (a) above. Access points from the street to the

- building site shall have a maximum width of twenty-six (26) feet per access point.
- (d) Adequate off-street loading and maneuvering space shall be provided for every use, which shall not be a part of the off-street parking space required under subparagraph (a) above.
 - (e) Truck loading and receiving areas shall not be permitted in the front yard of a building, provided that the Architectural Control Committee may approve such necessary areas in the front yard of a building when the facilities are so screened as not to be visible from the public street in front of the building.
 - (f) All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage.

ARTICLE VI - Landscaping, Outside Storage and Maintenance

- (a) Building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Control Committee. Such landscaping shall include sodding, planting of trees, shrubs and other customary landscape treatment for the entire site, including adequate screening of parking areas.
- (b) The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, watering when needed,

- removal of weeds from planted areas and replacement of nursery stock if required.
- (c) The approved plan for landscaping the site may not be altered without submitting the revised plan for written approval of the Architectural Control Committee.
- (d) All materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature, stored outside shall be screened, such screening to be approved by the Architectural Control Committee.
- (e) Each owner and tenant shall keep its premises, buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health and police requirements. Each owner and tenant shall remove at its own expense any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped areas mowed. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

ARTICLE VII - Utility Connections

All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of

any building, but the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to the prior written approval of the Architectural Control Committee.

ARTICLE VIII - Signs - Advertising Space

- (a) Directional signs of two square feet or less may be erected as needed.
- (b) One name plate sign identifying the permitted use shall be permitted on each building site.
- (c) One advertising sign identifying the product or service provided by the business shall be permitted.
- (d) The total square footage of sign space permitted under Paragraphs (b) and (c) above, on any one building site shall not exceed a total of thirty square feet.
- (e) Flashing or moving signs shall not be permitted.
- (f) Maximum height of any attached sign shall not exceed the actual height of the building. The maximum height of a free standing sign shall not exceed four feet.
- (g) All proposed plans for signs to be erected, including details of design, materials, location, size, height, color and lighting shall be subject to the prior written approval of the Architectural Control Committee.

- (h) The provisions with respect to signs contained in this Article VIII shall not apply to signs identifying the Foresight Industrial Park, nor to temporary signs related to construction, sale or lease of land or buildings in Foresight Industrial Park, provided that such temporary signs are approved by the Architectural Control Committee.
- (i) Except for directional signs in (a) above, all signs shall be set back no less than ten feet from any interior lot line.

ARTICLE IX - Owners and Tenants Association

There is hereby established the Owners and Tenants Association for Foresight Industrial Park, sometimes referred to as the "Owners and Tenants Association" and "the Association". Each fee owner of land in Foresight Industrial Park, including Declarants, shall be a member. Each fee owner shall be entitled to one vote in the Association for each full 10,000 square feet of land owned in Foresight Industrial Park. Each fee owner may assign any vote to which he is entitled to his tenant or tenants on such terms as they may agree upon, and while any tenant is entitled to a vote, he or it shall be deemed a member of the Association in the place of the fee owner to the extent of the vote or votes assigned.

The Association is formed to provide for the maintenance, improvement and beautification of areas and facilities of Foresight Industrial Park used in common such as outlots in streets, street-lighting and park and open areas, and to undertake such other activities as are related to maintaining

Foresight Industrial Park as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold title to real property. Such legal entity or nominee shall accept and retain legal title to those islands in the street system of Foresight Industrial Park which are shown on the plats of the subdivisions comprising Foresight Industrial Park, as outlots, and to such other open or park areas as may hereafter be deeded thereto by Declarants. Such legal entity or nominee shall hold such legal title for the use and benefit of the members of the Association. The Association shall be responsible for the maintenance and upkeep of such outlots and open or park areas, and any improvements thereon. The Association shall pay, or arrange for payment directly by its members on an equitable basis, for such utility services as may be required for street lighting, water fountains, sprinkler systems and other uses in connection with such commonly used facilities. To these ends set forth hereinabove, the Association may assess its members, provided that such assessments are made upon affirmative vote of not less than two-thirds of all votes then outstanding among all members of the Association, and provided further that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Such assessments shall not constitute a lien against property owned or leased by the members, but shall constitute a debt owed by them to the Owners and Tenants Association.

The Association may establish its own By-Laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

ARTICLE X - Architectural Control Committee

There is hereby established an Architectural Control Committee which shall ultimately consist of five members. The initial Committee shall consist of three members and shall include a licensed architect, a person with experience in land planning, and a representative of Declarants. The Committee shall be expanded to five members at such time as Declarants may decide, from among owners and tenants at Foresight Industrial Park. While the Architectural Control Committee consists of three members, all of such members shall be appointed by Declarants. After the Architectural Control Committee has been expanded to five members, the Declarants shall continue to appoint all members until such time as the Owners and Tenants Association is organized and By-Laws are adopted; upon the adoption of such By-Laws, the Owners and Tenants Association shall elect from its membership two qualified people who will immediately replace the two members appointed by the Declarants from among owners and tenants. Declarants shall continue to appoint the remaining three members among whom shall be a licensed architect and a person with experience in land planning, until such time as Declarants assign the right of designation of the full Committee to the Owners and Tenants Association.

Declarants shall pay any fees charged by the licensed architect and the member experienced in land planning for their service on the Architectural Control Committee as long as they are appointed by Declarants.

The term of office of the members of the Architectural Control Committee shall be for one year, and shall run from the 30th day of January each year, through the 29th day of January of the succeeding year. In the event of the death, retirement, incapacity or temporary absence of a member, the parties appointing or electing such member, may appoint or elect a successor to him, or in the event such absence is temporary, a temporary successor to him.

A Chairman of the Architectural Control Committee shall be selected annually from among the members of the Committee by the Declarants so long as Declarants continue to appoint any members to the Committee. Thereafter the Chairman shall be elected annually from among the members of the Committee by majority vote of the members. The Chairman, following his election, shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting, setting forth the place and time of said meeting, which notice may be waived, however, by any member or members. In the event of the death, retirement, incapacity or temporary absence of the Chairman, the parties appointing or electing the Chairman may appoint or elect a successor to him, or if the absence is temporary, a temporary successor to him.

While the Architectural Control Committee consists of three members, the vote of two members, one of whom shall be the chairman, shall constitute the action of the Architectural Control Committee on any matter before it.

While the Architectural Control Committee consists of five members, the vote of three members, one of whom shall be chairman, shall constitute the action of the Architectural Control Committee on any matter before it.

No building improvement or landscaping shall be erected, placed or altered on any building site nor shall any construction be commenced thereon until plans for such building or other improvement or landscaping have been approved by action of the Architectural Control Committee, provided that improvements and alterations which are completely within a building may be undertaken without such approval. The Architectural Control Committee shall exercise its best judgment to see that all buildings, improvements and landscaping conform and harmonize with existing structures and landscaping at Foresight Industrial Park as to external design, quality and type of construction, materials, color, siting, height, grade and finished ground elevation, and the actions of the Architectural Control Committee through its approval or disapproval of plans and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

The Architectural Control Committee shall reply to all submittals of plans made in accordance herewith in writing within thirty days of receipt thereof. Where prior written consent or approval of the Architectural Control Committee is required under this Declaration of Protective Covenants with respect to construction, installation or location of any building or other improvements or landscaping, such building, or improvements or landscaping shall be conclusively deemed to have been constructed, installed or located in compliance with this Declaration of Protective Covenants unless a legal action shall be commenced objecting thereto within 30 days of the completion of such construction, installation or location.

All communications and submittals shall be addressed to the Architectural Control Committee for Foresight Industrial Park, in care of Foresight Industrial Park,

, or to any such address as the Chairman of the Architectural Control Committee shall hereafter designate in writing addressed to owners and tenants of land in Foresight Industrial Park by certified mail.

The following information, in four copies, two of which shall be returned, shall be submitted in writing to the Architectural Control Committee in connection with its consideration of any plans:

- (a) Architectural plans for the proposed building or buildings, which shall include outline

specifications designating materials and mechanical, electrical and structural systems, and samples of external colors.

- (b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
- (c) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.
- (d) A site plan showing utilities and utility easements.
- (e) An estimate of the maximum number of employees contemplated for the proposed development.
- (f) Plans for all signs to be erected, including details of signs, materials, location, design, size, color and lighting.
- (g) A description of proposed operations in sufficient detail to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard radiation, radioactivity, electrical radiation or liquid ~~and or industrial~~ wastes that may be created.
- (h) A description of proposed operations in sufficient detail to permit judgment as to whether or not they are permitted uses under

the terms of then existing zoning ordinances, and these Covenants.

- (1) Any other information as may be required by the Architectural Control Committee in order to insure compliance with requirements contained herein.

Neither the Architectural Control Committee, nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any person when he becomes an owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Architectural Control Committee, or any member, employee or agent of said Committee.

ARTICLE XI - Buildings

Construction or alteration of all buildings in Foresight Industrial Park shall meet the standards provided in these restrictions:

- (a) Any building erected on the premises shall be designed by a licensed architect or engineer who shall be approved in advance in writing by the Architectural Control Committee.

by all Declarants then owning land in Foresight Industrial Park, and by owners of more than one-half of the acreage of Foresight Industrial Park other than acreage then owned by Declarants. At such time as no Declarant shall own land in Foresight Industrial Park, these Protective Covenants may be amended, or terminated, by an instrument in writing executed and acknowledged by owners of more than two-thirds of the acreage in Foresight Industrial Park. Amendments made pursuant to the provisions of this Article XII (b) shall inure to the benefit of and be binding upon the owners of all land in Foresight Industrial Park, the Declarants, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the premises and those parties having status of Declarants shall be evidence of such ownership and status for voting purposes.

(c) Notwithstanding anything herein to the contrary, this Declaration of Protective Covenants, as amended may be extended beyond for successive five year periods by instruments in writing executed and acknowledged by the then owners of more than two-thirds of the acreage in Foresight Industrial Park. A

- (b) No buildings or other structures, or combination of buildings or structures, shall be erected, altered, placed or maintained on the premises which shall occupy more than ~~30%~~^{40%} of the land area of a building site. The combined area of the buildings, structures and parking areas on any building site shall not exceed 70% of the area of that building site.
- (c) No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is screened, covered and installed in a manner which shall first have been approved in writing by the Architectural Control Committee.
- (d) During construction, all building sites shall be kept cleaned up on a daily basis, and all trash, rubbish and debris removed therefrom after any construction work is done thereon.

ARTICLE XII - Duration and Amendment

- (a) This Declaration of Protective Covenants, and any amendments hereto, shall remain in effect until _____, unless sooner terminated as hereinafter provided.
- (b) These Protective Covenants may be amended from time to time hereafter, or terminated, by an instrument in writing executed and acknowledged

certificate of a licensed abstract company showing record ownership of the premises shall be evidence of ownership for voting purposes.

ARTICLE XIII - Enforcement

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by each Declarant and owner, as well as by the Architectural Control Committee acting for itself and as Trustees on behalf of the Declarants and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee as his Trustees for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarants, the Architectural Control Committee and to the owners, or any of them the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the Architectural Control Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the

owner thereof any structure, thing or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarants, the owners and Architectural Control Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

ARTICLE XIV - Extension of Covenants to Adjoining Lands

Any owner or owners of land which adjoins the land already subject to these Protective Covenants may apply to the Architectural Control Committee to have said adjoining land made subject hereto. With the written approval of all members of said Committee to the inclusion of such adjoining land within the system of these Protective Covenants, the owner or owners thereof may make such land subject hereto by executing an instrument in writing applying these Covenants to such adjoining land, and by recording the same in the real property records of Mesa County, Colorado. Upon such recordation, these Covenants shall run with the land already

subject hereto and with such adjoining land as if said Covenants had always applied to all of said land from the inception of these Covenants, and shall inure to the benefit of and be binding upon the owners of all of such land, the Declarants, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns. The sworn statement of persons declaring themselves to be the Architectural Control Committee and approving the inclusion of such land within the system of these Protective Covenants shall be sufficient evidence of compliance with this provision.

Any land owner extending these Covenants to his or its adjoining lands pursuant to this Article XIV, as well as any party so designated in any deed from such owner, shall be a "Declarant" for purposes of this Declaration of Protective Covenants.

Any land owner wishing to make his or its adjoining land subject to these Protective Covenants, subject, however, to exceptions or modifications, may do so by following the procedures provided in this Article XIV and by having such Protective Covenants, containing such exceptions or modifications, approved by the Architectural Control Committee in writing prior to recordation. The sworn statement of persons declaring themselves to be the Architectural Control Committee and approving the Covenants to be recorded, shall be sufficient evidence of compliance with this provision.



City of Grand Junction, Colorado 81501

350 North Fifth St. 303 243-2633

July 24, 1980

Katy F. McIntyre
Paragon Engineering, Inc.
P. O. Box 8272
Grand Junction, CO 81502

Dear Katy:

Re: Foresight Park for Industry-Filing No. 2

As requested, I have reviewed the July 14, 1980, sketch of proposed paving at the intersection of 25.39 Road and F Road to provide acceleration-deceleration lanes and have the following comments:

1. We propose modifications to the layout as shown on the enclosed sketch. Our primary concern is that we protect the public from driving into the Ranchmens Ditch. With the shorter passing lane and the guardrail protection, the chances of someone inadvertently exiting into the canal at a high rate of speed would be greatly reduced. The right turn lane is optional, but we do anticipate some delays may be experienced without it.
2. I assume the pavement section to be used will be the same as that on 25.39 Road.
3. If your client agrees with our sketch, consider the proposal to be approved for construction. The project as-built drawings should be modified to show these additional improvements.
4. All construction signing, lane closures and/or other traffic control measures on F Road must have prior approval of the City Traffic Engineer, Jim Bragdon.

I have also reviewed the drainage calculations for the pair of triple inlets proposed in the sag on 25.39 Road as submitted July 14, 1980. The proposal appears reasonable and is approved for construction. Submit a detail of how the inlet(s) will be constructed. (ie How will the additional grated inlets be tied into the existing boxes or will new boxes be constructed?) The as-built drawings should be modified to reflect all these changes to the storm outlet system which have occurred.

Very truly yours,
Ronald P. Rish
Ronald P. Rish, P.E.
City Engineer

Enclosure

- cc - Jim Bragdon
- Karl Metzner ✓
- Jim Patterson
- Jim Wysocki

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes No

Date

Dec. 16, 1981

To: (From:) Jim Wysocki

From: (To:) Jim Patterson

The purpose of this memorandum is to summarize my understanding of the agreement for the construction of the streets and other public improvements in Foresight Park for Industry-Filing No. Three. I assume the developer will submit revised drawings reflecting the changes from the previous drawings as a result of the agreement.

- (1) A five foot wide sidewalk will be constructed adjacent to the curb on the north side of North Foresight Avenue from 25 Road to East Foresight Street where it will connect with a six foot wide pedestrian and bicycle path to be constructed along the north lot line of lot one, block ten, connecting East Foresight Street with 25½ Road.
- (2) Subdivision covenants will require adequate on-sight parking with no parking allowed on the streets. No parking will be allowed on any of the streets in the Foresight Park for Industry Subdivision.
- (3) Streets will be constructed with 34 foot wide asphalt mats. The streets will be striped for five foot wide bicycle paths on each curb side and twelve foot driving lanes each side of the center line. No bicycle lanes will be provided south of lots 9 and 10, block nine, on East Foresight Street and Foresight Circle East.
- (4) A six foot wide pedestrian and bicycle path will be constructed in appropriate rights-of-way or easements along the adjoining lot lines of lots 9 and 11, 10 and 12, of block nine, and lots 6 and 7, of block ten to provide a pedestrian and bicycle path from Foresight Circle East to 25½ Road.
- (5) Foresight Circle East in Filing No. Two will be widened to match the new construction of Center Foresight Street in Filing No. Three.
- (6) A transition will be made to gradually increase the 34 foot wide mat from the new construction to match the existing 44 foot wide mat in Foresight Circle.
- (7) No pedestrian paths or sidewalks will be provided on Center Foresight Street, East Foresight Street, or Foresight Circle East.
- (8) Street trees no smaller than two inch caliper will be provided and placed in accordance with City standards.

cc - Ron Rish ✓



UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099-0120

September 2, 1981

Gerald J. Ashby, Esq.
City/County Attorney
250 North Fifth Street
Grand Junction, CO 81501

Dear Mr. Ashby:

This will confirm our telephone conversation concerning the Power of Attorney dated December 9, 1980 and recorded December 9, 1980 in Book 1288 at page 307. As I indicated, our problem as a federal agency is that we cannot agree to have our property subjected to any form of taxation including assessments for improvement districts or the like. We can, however, agree that we will pay our fair share of these costs when and if the improvements are in fact accomplished. There are two ways we can take care of the matter and I would solicit your opinion as to the appropriate solution. First, we can agree that we will pay our fair share upon certification that the work has in fact been accomplished, that the invoice presented is true and correct as it relates to the postal owned property. The other alternative would be for the Postal Service to actually accomplish the work as part of its construction contract for the development of this facility, which will probably be accomplished sometime after October, 1982.

Whichever way appears most appropriate to you will be satisfactory to the Postal Service and I would appreciate your view as soon as possible, as we must finalize this transaction before October 3, 1981 due to budgetary constraints.

Daniel M. Curts
Senior Assistant Regional Counsel

DMC:cw

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes No

Date

Dec. 16, 1981

To: (From:) Jim Wysocki From: (To:) Jim Patterson

The purpose of this memorandum is to summarize my understanding of the agreement for the construction of the streets and other public improvements in Foresight Park for Industry-Filing No. Three. I assume the developer will submit revised drawings reflecting the changes from the previous drawings as a result of the agreement.

- (1) A five foot wide sidewalk will be constructed adjacent to the curb on the north side of North Foresight Avenue from 25 Road to East Foresight Street where it will connect with a six foot wide pedestrian and bicycle path to be constructed along the north lot line of lot one, block ten, connecting East Foresight Street with 25½ Road.
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- (7) No pedestrian paths or sidewalks will be provided on Center Foresight Street, East Foresight Street, or Foresight Circle East.
- (8) Street trees no smaller than two inch caliper will be provided and placed in accordance with City standards.

cc - Ron Rish ✓



City of Grand Junction, Colorado 81501

250 North Main St. 303 XXXXXXXX
244-1554

December 21, 1981

Mr. Oltha J. Rogers
Paragon Engineering, Inc.
2784 Crossroads Blvd.
Grand Junction, CO 81501

Dear Jack:

File
RE: Foresight Park - Filing No.3 - Street Improvements.

As requested, I have reviewed the detailed construction plans for street improvements for the above as submitted October 29, 1981, and have the following comments:

1. The pavement design and resulting structural section is approved. City Specifications call for Hot Bituminous Pavement, Grading E.
2. The street profiles are approved. They result in all storm drainage outletting into Filing 2 and the storm outlet system in Filing 2 was sized to accommodate this.
3. As related to you in my letter of December 4, 1981, because the proposed street improvements are such a variance from adopted City Standards, I obtained guidance from the City Manager. The enclosed memo of December 16, 1981, to Jim Wysocki from Jim Patterson gives that direction and should be the basis for the plans.

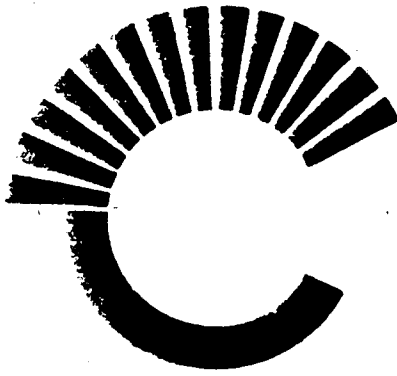
When the revised plans for Filings 2 and 3 have been completed, submit them for review and approval.

Very truly yours,

Ronald P. Rish
Ronald P. Rish, P.E.
City Engineer

Enclosure

cc: Del Heles
Bob Goldin ✓
John Kenney
Jim Patterson
Jim Wysocki



Industrial
Incorporated

POST OFFICE BOX 1330

GRAND JUNCTION, COLORADO 81501

DECLARATION OF PROTECTIVE COVENANTS

FOR

FORESIGHT PARK FOR INDUSTRY

PURPOSE: FORESIGHT PARK FOR INDUSTRY is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the aforesaid land and each and every parcel thereof, to insure proper use and appropriate development and improvement of said premises so as to:

- (a) Provide in the Grand Junction area, attractive sites for industrial location;
- (b) Protect the owners and tenants of building sites against such improper use of surrounding premises and buildings as will depreciate the value of their property;
- (c) Guard against the erection thereon of structures built of improper or unsuitable materials, or with improper quality and methods of construction;
- (d) Insure adequate and reasonable development of said property;
- (e) Encourage the erection of attractive permanent improvements appropriately located to prevent an inharmonious appearance and function;
- (f) Provide adequate off-street parking space and loading facilities; and
- (g) Contribute to the economic development of the Grand Junction area specifically, Western Colorado generally, and provide a harmonious development that will promote the general welfare of the community's occupants and property owners of the aforesaid subdivision.
- (h) Conform to applicable building and zoning codes.

ARTICLE I - Definitions of Terms

The following terms and words as used hereinafter shall be defined as follows:

- (a) Foresight Park For Industry - shall mean and include the subdivision in Mesa County, Colorado, known as Foresight Park For Industry together with any subsequent filing or filings of Foresight Park For Industry to which these Protective Covenants may hereafter be extended pursuant to Article XIV hereof. Foresight Park For Industry as defined in this subparagraph (a) is sometimes referred to hereinafter as "the premises".
- (b) Building site - shall mean a plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner thereof. A building site may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by the Declarant which designates a plot of land as a building site for purposes of these Protective Covenants. If two or more building sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned building sites may, at the option of said owner be combined and treated as a single building site for purposes of this Declaration of Protective Covenants, provided that where two or more building sites are so combined, the location of the improvements shall always be subject to the prior written approval of the Architectural Control Committee.
- (c) Declarant - shall mean 1480 Welton, Incorporated, and any other party or parties hereinafter designated by it as a Declarant for purposes of this Declaration of Protective Covenants in any deed to such a party or parties from a Declarant.
- (d) Improvement - shall mean and include all construction and work necessary or appurtenant to conditioning a building site for occupancy for a permitted use and shall include but not be limited to buildings, parking areas, driveways, access roads, loading areas, signs, utilities, fences, lawns and landscaping.
- (e) Owner - shall mean the party or parties owning fee title to a building site.
- (f) Street - shall mean a right-of-way dedicated to the public for use as a public street.
- (g) One parking space - shall mean an area measuring 8.5 feet by 20 feet or more.
- (h) Parking area - shall mean that area occupied by parking spaces together with adequate ingress, egress and circulation to the parking spaces.
- (i) Front lot line - shall mean the boundary line of a building site which abuts upon any street.
- (j) Side lot line - shall mean any boundary line of a building site which is not a front lot line, but which extends to a front lot line.
- (k) Rear lot line - shall mean the line opposite and most distant from the front lot line.
- (l) Front yard - shall mean the space between the front lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the front yard requirements set forth in paragraphs (a) and (e) of Article III.
- (m) Side yard - shall mean the space between a side lot line and the building.
- (n) Rear yard - shall mean the space between the rear lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the rear yard requirements

set forth in paragraphs (d), (e) and (f) of Article III.

ARTICLE II - Permitted Uses and Performance Standards

- (a) No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other building sites or their tenants by reason of unsightliness or the excessive omission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.
- (b) Building sites shall be used only for engineering, research facilities, laboratories, light industrial uses, offices, warehousing, supportive service facilities and such other uses as the Architectural Control Committee shall determine in its sole discretion to be in harmony with the purposes and development of the Foresight Park For Industry.

ARTICLE III - Required Yards

- (a) All building sites shall have front yards of not less than thirty-five feet which shall remain free of buildings and structures, open storage and loading and parking areas, except that up to 20% of a front yard may be devoted to customer parking spaces with the prior written approval of the Architectural Control Committee.
- (b) All building sites shall have side yards of not less than 15 feet on each side of the buildings, and no buildings or structures shall be permitted in the side yards, provided, however, that where buildings on contiguous building sites are planned as an integrated architectural unit, side yard requirements may be varied with the prior written approval of the Architectural Control Committee.
- (c) No fence or wall (other than a retaining wall) shall be permitted to be constructed within the front yard or side yards except upon prior approval of the Architectural Control Committee.
- (d) All building sites shall have rear yards of not less than 25 feet. No buildings or structures shall be permitted in rear yards except that fences or walls may be permitted, subject to prior written approval of the Architectural Control Committee.
- (e) In the case of building sites having more or less than four sides, the Architectural Control Committee shall determine the required yards with respect thereto in a manner which said Committee deems to be consistent with the intention of the foregoing provisions of this Article III, and the decision of the Architectural Control Committee in such cases shall be final.

ARTICLE IV - Street Parking

- (a) No parking shall be permitted on any street or access road, either public or private, or at any other place than the paved parking spaces provided for and described hereinbelow, and each owner and tenant shall be responsible for compliance by its employees and visitors.

set forth in paragraphs (d), (e) and (f) of Article III.

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- (b) Building sites shall be used only for engineering, research facilities, laboratories, light industrial uses, offices, warehousing, supportive service facilities and such other uses as the Architectural Control Committee shall determine in its sole discretion to be in harmony with the purposes and development of the Foresight Park For Industry.

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- (a) No parking shall be permitted on any street or access road, either public or private, or at any other place than the paved parking spaces provided for and described hereinbelow, and each owner and tenant shall be responsible for compliance by its employees and visitors.

ARTICLE V - Off-Street Parking and Loading

- (a) Adequate off-street parking shall be provided by each owner and tenant for customers and employees. The minimum standards shall be the total of the following:
 - 1. One parking space for each one and a half employees per shift based on largest shift employment, or
 - 2. One parking space for each 200 square feet of gross floor space in commercial office or service use.
- (b) Each owner shall also provide adequate paved space for the circulation of traffic in the parking areas, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (c) Each owner shall provide access roads to the street, which shall not be a part of the off-street parking required under subparagraph (a) above. Access points from the street to the building site shall have a maximum width of twenty-six (26) feet per access point.
- (d) Adequate off-street loading and maneuvering space shall be provided for every use, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (e) Truck loading and receiving areas shall not be permitted in the front yard of a building, provided that the Architectural Control Committee may approve such necessary areas in the front yard of a building when the facilities are so screened as not to be visible from the public street in front of the building.
- (f) All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage.

ARTICLE VI - Landscaping, Outside Storage and Maintenance

- (a) Building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Control Committee. Such landscaping shall include sodding, planting of trees, shrubs and other customary landscape treatment for the entire site, including adequate screening of parking areas.
- (b) The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, watering when needed, removal of weeds from planted areas and replacement of nursery stock if required.
- (c) The approved plan for landscaping the site may not be altered without submitting the revised plan for written approval of the Architectural Control Committee.
- (d) All materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature, stored outside shall be screened, such screening to be approved by the Architectural Control Committee.
- (e) Each owner and tenant shall keep its premises, buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health and police requirements. Each owner and tenant shall remove at its own expense any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped areas mowed. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

ARTICLE VII - Utility Connections

All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to the prior written approval of the Architectural Control Committee.

ARTICLE VIII - Signs - Advertising Space

- (a) Directional signs of two square feet or less may be erected as needed.
- (b) One name plate sign identifying the permitted use shall be permitted on each building site.
- (c) One advertising sign identifying the product or service provided by the business shall be permitted.
- (d) The total square footage of sign space permitted under Paragraphs (b) and (c) above, on any one building site shall not exceed a total of thirty square feet.
- (e) Flashing or moving signs shall not be permitted.
- (f) Maximum height of any attached sign shall not exceed the actual height of the building. The maximum height of a free standing sign shall not exceed four feet.
- (g) All proposed plans for signs to be erected, including details of design, materials, location, size, height, color and lighting shall be subject to the prior written approval of the Architectural Control Committee.
- (h) The provisions with respect to signs contained in the Article VIII shall not apply to signs identifying the Foresight Industrial Park, nor to temporary signs related to construction, sale or lease of land or buildings in Foresight Industrial Park, provided that such temporary signs are approved by the Architectural Control Committee.
- (i) Except for directional signs in (a) above, all signs shall be set back no less than ten feet from any interior lot line.

ARTICLE IX - Owners and Tenants Association

There is hereby established the Owners and Tenants Association for Foresight Industrial Park, sometimes referred to as the "Owners and Tenants Association" and "the Association". Each fee owner of land in Foresight Industrial Park, including Declarants, shall be a member. Each fee owner shall be entitled to one vote in the Association for each full 10,000 square feet of land owned in Foresight Industrial Park. Each fee owner may assign any vote to which he is entitled to his tenant or tenants on such terms as they may agree upon, and while any tenant is entitled to a vote, he or it shall be deemed a member of the Association in the place of the fee owner to the extent of the vote or votes assigned.

The Association is formed to provide for the maintenance, improvement and beautification of areas and facilities of Foresight Industrial Park used in common such as outlots in streets, street-lighting and park and open areas, and to undertake such other activities as are related to maintaining Foresight Industrial Park as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold title to real property. Such legal entity or nominee shall accept and retain legal title to those islands in the street system of Foresight Industrial Park which are shown on the plats of the subdivisions comprising Foresight Industrial Park, as outlots, and to such other open or park areas as may hereafter be deeded thereto by Declarants. Such legal entity or nominee shall hold such legal title for the use and benefit of the members of the Association. The Association shall be responsible for the maintenance and upkeep of such outlots and open or park areas, and any improvements thereon. The Association shall pay, or arrange for payment directly by its members on an equitable basis, for such utility services as may be required for street lighting, water fountains, sprinkler systems and other uses in connection with such commonly used facilities. To these ends set hereinabove, the Association may assess its members, provided that such assessments are made upon affirmative vote of not less than two-thirds of all votes then outstanding among all members of the Association, and provided further that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Such assessments shall not constitute a lien against property owned or leased by the members, but shall constitute a debt owed by them to the Owners and Tenants Association.

The Association may establish its own By-Laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

ARTICLE X - Architectural Control Committee

There is hereby established an Architectural Control Committee which shall ultimately consist of five members. The initial Committee shall consist of three members and shall include a licensed architect, a person with experience in land planning, and a representative of Declarants. The Committee shall be expanded to five members at such time as Declarants may decide, from among owners and tenants at Foresight Industrial Park. While the Architectural Control Committee consists of three members, all of such members shall be appointed by Declarants. After the Architectural Control Committee has been expanded to five members, the Declarants shall continue to appoint all members until such time as the Owners and Tenants Association is organized and By-Laws are adopted; upon the adoption of such By-Laws, the Owners and Tenants Association shall elect from its membership two qualified people who will immediately replace the two members appointed by the Declarants from among owners and tenants. Declarants shall continue to appoint the remaining three members among whom shall be a licensed architect and a person with experience in land planning, until such time a Declarants assign the right of designation of the full committee to the Owners and Tenants Association. Declarants shall pay any fees charged by the licensed architect and the member experienced in land planning for their service on the Architectural Control Committee as long as they are appointed by Declarants.

The term of office of the members of the Architectural Control Committee shall be for one year, and shall run from the 30th day of January each year, through the 29th day of January of the succeeding year. In the event of the death, retirement, incapacity or temporary absence of a member, the parties appointing or electing such member, may appoint or elect a successor to him, or in the event such absence is temporary, a temporary successor to him.

A Chairman of the Architectural Control Committee shall be selected annually from among the members of the Committee by the Declarants so long as Declarants continue to

appoint any members to the Committee. Thereafter the Chairman shall be elected annually from among the members of the Committee by majority vote of the members. The Chairman, following his election, shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting, setting forth the place and time of said meeting, which notice may be waived, however, by any member or members. In the event of the death, retirement, incapacity or temporary absence of the Chairman, the parties appointing or electing the Chairman may appoint or elect a successor to him, or if the absence is temporary, a temporary successor to him.

While the Architectural Control Committee consists of three members, the vote of two members, one of whom shall be the chairman, shall constitute the action of the Architectural Control Committee on any matter before it. While the Architectural Control Committee consists of five members, the vote of three members, one of whom shall be chairman, shall constitute the action of the Architectural Control Committee on any matter before it.

No building improvement or landscaping shall be erected, placed or altered on any building site nor shall any construction be commenced thereon until plans for such building or other improvement or landscaping have been approved by action of the Architectural Control Committee, provided that improvements and alterations which are completely within a building may be undertaken without such approval. The Architectural Control Committee shall exercise its best judgment to see that all buildings, improvements and landscaping conform and harmonize with existing structures and landscaping at Foresight Industrial Park as to external design, quality and type of construction, materials, color, siting, height, grade and finished ground elevation, and the actions of the Architectural Control Committee through its approval or disapproval of plans and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

The Architectural Control Committee shall reply to all submittals of plans made in accordance herewith in writing within thirty days of receipt thereof. Where prior written consent or approval of the Architectural Control Committee is required under this Declaration of Protective Covenants with respect to construction, installation or location of any building or other improvements or landscaping, such building, or improvements or landscaping shall be conclusively deemed to have been constructed, installed or located in compliance with this Declaration of Protective Covenants unless a legal action shall be commenced objecting thereto within 30 days of the completion of such construction, installation or location.

All communications and submittals shall be addressed to the Architectural Control Committee for Foresight Industrial Park, in care of Foresight Industrial Park, _____, or to any such address as the Chairman of the Architectural Control Committee shall hereafter designate in writing addressed to owners and tenants of land in Foresight Industrial Park by certified mail.

The following information, in four copies, two of which shall be returned, shall be submitted in writing to the Architectural Control Committee in connection with its consideration of any plans:

- (a) Architectural plans for the proposed building or buildings, which shall include outline specifications designating materials and mechanical, electrical and structural systems, and samples of external colors.
- (b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.

- (c) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.
- (d) A site plan showing utilities and utility easements.
- (e) An estimate of the maximum number of employees contemplated for the proposed development.
- (f) Plans for all signs to be erected, including details of signs, materials, location, design, size, color and lighting.
- (g) A description of proposed operations in sufficient detail to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard radiation, radioactivity, electrical radiation or liquid and or industrial wastes that may be created.
- (h) A description of proposed operations in sufficient detail to permit judgment as to whether or not they are permitted uses under the terms of then existing zoning ordinances, and these Covenants.
- (i) Any other information as may be required by the Architectural Control Committee in order to insure compliance with requirements contained herein.

Neither the Architectural Control Committee, nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any person when he becomes an owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Architectural Control Committee, or any member, employee or agent of said Committee.

ARTICLE XI - Buildings

Construction or alteration of all buildings in Foresight Industrial Park shall meet the standards provided in these restrictions:

- (a) Any building erected on the premises shall be designed by a licensed architect or engineer who shall be approved in advance in writing by the Architectural Control Committee.
- (b) No buildings or other structures, or combination of buildings or structures, shall be erected, altered, placed or maintained on the premises which shall occupy more than 40% of the land area of a building site. The combined area of the buildings, structures and parking areas on any building site shall not exceed 90% of the area of that building site.
- (c) No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is screened, covered and installed in a manner which shall first have been approved in writing by the Architectural Control Committee.

- (d) During construction, all building sites shall be kept cleaned up on a daily basis, and all trash, rubbish and debris removed therefrom after any construction work is done thereon.

ARTICLE XII - Duration and Amendment

- (a) This Declaration of Protective Covenants, and any amendments hereto, shall remain in effect until _____, unless sooner terminated as hereinafter provided.
- (b) These Protective Covenants may be amended from time to time hereafter, or terminated, by an instrument in writing executed and acknowledged by all Declarants then owning land in Foresight Industrial Park, and by owners of more than one-half of the acreage of Foresight Industrial Park other than acreage then owned by Declarants. At such time as no Declarant shall own land in Foresight Industrial Park, these Protective Covenants may be amended, or terminated, by an instrument in writing executed and acknowledged by owners of more than two-thirds of the acreage in Foresight Industrial Park. Amendments made pursuant to the provisions of this Article XII (b) shall inure to the benefit of and be binding upon the owners of all land in Foresight Industrial Park, the Declarants, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the premises and those parties having status of Declarants shall be evidence of such ownership and status for voting purposes.
- (c) Notwithstanding anything herein to the contrary, this Declaration of Protective Covenants, as amended may be extended beyond _____ for successive five year periods by instruments in writing executed and acknowledged by the then owners of more than two-thirds of the acreage in Foresight Industrial Park. A certificate of a licensed abstract company showing record ownership of the premises shall be evidence of ownership for voting purposes.

ARTICLE XIII - Enforcement

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by each Declarant and owner, as well as by the Architectural Control Committee acting for itself and as Trustees on behalf of the Declarants and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee as his Trustees for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarants, the Architectural Control Committee and to the owners, or any of them the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the Architectural Control Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or

private nuisances shall be available to the Declarants, the owners and Architectural Control Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

ARTICLE XIV - Extension of Covenants to Adjoining Lands

Any owner or owners of land which adjoins the land already subject to these Protective Covenants may apply to the Architectural Control Committee to have said adjoining land made subject hereto. With the written approval of all members of said Committee to the inclusion of such adjoining land within the system of these Protective Covenants, the owner or owners thereof may make such land subject hereto by executing an instrument in writing applying these Covenants to such adjoining land, and by recording the same in the real property records of Mesa County, Colorado. Upon such recordation, these Covenants shall run with the land already subject hereto and with such adjoining land as if said Covenants had always applied to all of said land from the inception of these Covenants, and shall inure to the benefit of and be binding upon the owners of all of such land, the Declarants, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns. The sworn statement of persons declaring themselves to be the Architectural Control Committee and approving the inclusion of such land within the system of these Protective Covenants shall be sufficient evidence of compliance with this provision.

Any land owner extending these Covenants to his or its adjoining lands pursuant to this Article XIV, as well as any party so designated in any deed from such owner, shall be a "Declarant" for purposes of this Declaration of Protective Covenants.

Any land owner wishing to make his or its adjoining land subject to these Protective Covenants, subject, however, to exceptions or modifications, may do so by following the procedures provided in this Article XIV and by having such Protective Covenants, containing such exceptions or modifications, approved by the Architectural Control Committee in writing prior to recordation. The sworn statement of persons declaring themselves to be the Architectural Control Committee and approving the Covenants to be recorded, shall be sufficient evidence of compliance with this provision.

The term "adjoining land" as used in this Article XIV shall mean any land adjacent to land already subject to these Protective Covenants, whether or not separated by any street, roadway, right-of-way, or easement.

ARTICLE XV - Separability

Invalidation of any of these covenants or any part thereof by judgments or court order in no way affects any of the other provisions which shall remain in full force and effect.

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested
Yes No

Date
April 28, 1982

To: (From:) Ron Rish From: (To:) Jim Patterson



I talked to Jim Wysocki some time ago regarding your comments and questions on Roadway Plans and Details for Foresight Park Filing No. Three.

Wysocki said that he did not have a problem with an offset centerline for the pavement section of F.34 Road (N. Foresight Ave.).

We do need easements for the pedestrian-bicycle path as described in item #4 of my memo to Jim Wysocki dated December 16, 1981.

Apparently item #5 in my memo referenced above is an option for them. If they are showing no change for that section of existing street, that is their option. They should not change it, of course, without submitting plans for the change for approval prior to construction.



City of Grand Junction, Colorado
297 North State Street
Grand Junction, Colorado 81501

May 24, 1982

Mr. Oltha J. Rogers
Paragon Engineering, Inc.
2784 Crossroads Blvd.
Suite 104
Grand Junction, CO 81501

Dear Jack:

Re: Foresight Park - Filing No. 3 Street Improvements

Review has been completed on the revised detailed street construction plans for the above as submitted December 30, 1981. The enclosed memorandums of April 28, 1982, and December 16, 1981, contain the City's comments concerning these plans.

Consider the plans approved by this office for construction. Upon completion of construction, notify this office to arrange for a final inspection of the completed facilities.

When repairs have been completed on Filing 2, notify this office to arrange for a final inspection of the completed facilities.

As is standard policy, City acceptance of any facilities depends on:

- a. Design in accordance with City requirements.
- b. Construction in accordance with the City-approved design plans.
- c. Submission of documented construction test results in accordance with City specifications.
- d. Submission of mylar-type as-built drawings for the public records.
- e. Successful final-inspection of completed improvements.

FOR THE CITY OF GRAND JUNCTION

Ronald P. Rish
Ronald P. Rish, P.E.
City Engineer

Enclosures



Grand Junction Planning Department
559 White Ave. Room 60
Grand Junction, Colorado 81501-2643

May 21, 1985

Mr. Ron Carey
Manager, North Area
Mountain Bell
800 Main Street
Grand Junction, CO 81501

Dear Ron:

This department has reviewed your request for a facility to accommodate helipad and heliport operations at 2524 North Foresight Avenue.

At this time, we feel we can approve your request #1 for a helipad in-house (under Section 7-5-6A of the Grand Junction Zoning and Development Code) subject to the following:

- 1) This department receives the FAA approval notice.
- 2) The remaining signatures of KJCT and IDI are submitted.

Request #2 for a heliport will require the Grand Junction Planning Commission to review it. If they feel it to be acceptable, we will issue approval, subject to re-review should this department receive complaints. The Planning Commission will meet on May 28th to consider your request #2.

We hope this will satisfy your immediate concerns. If you have questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Goldin", written over a horizontal line.

Bob Goldin
Senior City Planner

BG/tt



Grand Junction Planning Department
559 White Ave. Room 60
Grand Junction, Colorado 81501-2643

May 22, 1985

Mr. Ron Carey
Manager - North Area
Mountain Bell
800 Main Street
Grand Junction, CO 81501

Dear Ron:

In response to your request for a heliport at 2524 North Foresight Avenue, the Grand Junction Planning Commission will be reviewing this on May 28th at 7:30 p.m. in the City/County Auditorium. You should be in attendance and be able to respond to their concerns as outlined:

- 1) Show the proposed flight corridors you will be utilizing.
- 2) Show the location of the heliport in relation to your building, Foresight Park and the proposed 230KV power line.
- 3) Problems, if any, anticipated as the area to the north develops in approved high density residential zoning projects.
- 4) Consideration of allowing other companies within Foresight Park to utilize your helipad facility (through landing easements, etc.) This will allow consolidation rather than each company, i.e. Public Service Company, United Cable, KJCT, and new businesses, requesting helipad operations.
- 5) How many helicopters will be utilized within this facility?

Upon response to these concerns, the Grand Junction Planning Commission will make a motion regarding your heliport facility.

If you have questions, please contact me at 244-1628. Thank you for your continued cooperation.

Sincerely,

Bob Goldin
Senior City Planner

BG/tt

From: Kathy Portner
To: Moore, Tim; Varley, Dave
Date: 6/23/00 10:28AM
Subject: US West request for access onto F 1/2 Rd.

I have once again review file 17-85 regarding the approval of US West's helipad. I can only find one mention of the closure of the access onto F 1/2 Road. It appears in the Planning Commission minutes of Oct. 7, 1986. It is a statement in the staff presentation which states: "They have also closed the access onto F 1/2 Road". It's not at all clear if that was a requirement, or if US West just chose to do that to try to further appease the neighbors. All of the other discussion was about noise mitigation.

The project was considered a revised final plan for the helipad because Foresight Park was zoned PI. With the new zoning map it's no longer zoned PI, it's IO (Industrial/Office). Based on that I think the decision as to whether to allow access onto F 1/2 Road could be made at the staff level rather than requiring a public hearing. It seems to me, however, that if Public Works does decide access onto F 1/2 Road is appropriate that we could require improvements along their section of F 1/2 Road.

As a side note, in reviewing the files I looked at file #62-82, which was the annexation file for Foresight Park when Public Service built. In the file was a letter from Public Service "committing" to paying for their share of the F 1/2 Road and 25 1/2 Road improvements when adjoining pieces were developed. That commitment was a requirement of the approval. I gave Tim Moore a copy of the letter. It seems to me Public Service owes the City for a portion of the 25 1/2 Road improvements and should do their half of F 1/2 Road.

CC: Shaver, John; Wilson, Dan

7-80
C141-74
53-79
Res 15-82

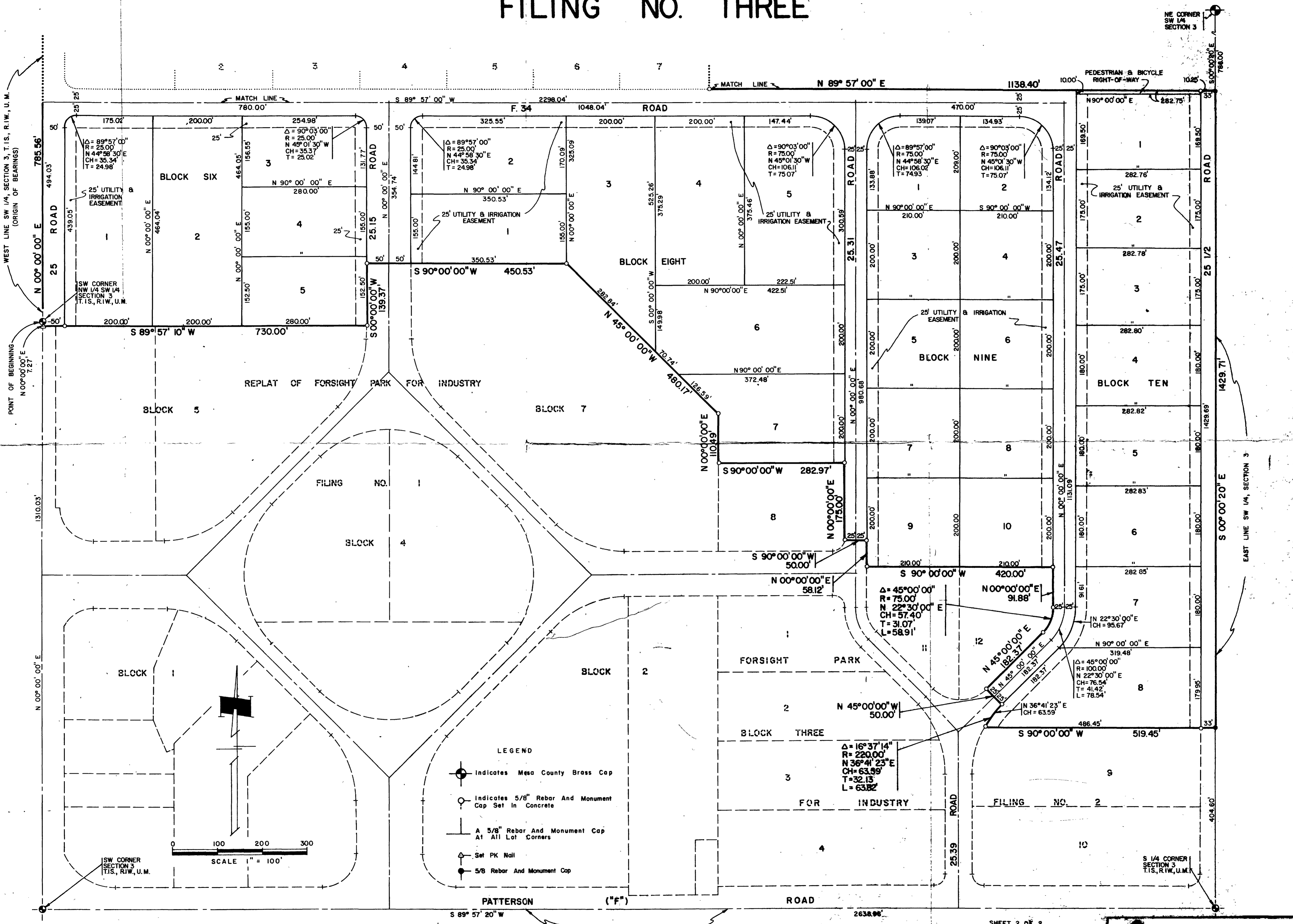
Foresight Park files
US West file -

looking for letter committing ?

17-85

1
S

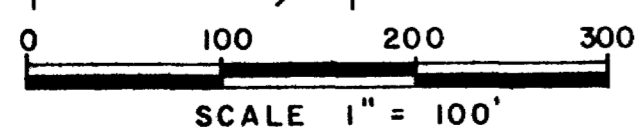
FORESIGHT PARK FOR INDUSTRY FILING NO. THREE



POINT OF BEGINNING
N 00° 00' 00" E
7.27'

WEST LINE SW 1/4, SECTION 3, T.1S., R.1W., U.M.
N 00° 00' 00" E
785.56'

SW CORNER
SECTION 3
T.1S., R.1W., U.M.



- LEGEND
- Indicates Mesa County Brass Cap
 - Indicates 5/8" Rebar And Monument Cap Set in Concrete
 - A 5/8" Rebar And Monument Cap At All Lot Corners
 - Set PK Nail
 - 5/8" Rebar And Monument Cap

PATTERSON ("F")
ROAD
S 89° 57' 20" W
SOUTH LINE SW 1/4 SECTION 3

SHEET 2 OF 2
FORESIGHT PARK FOR INDUSTRY
FILING NO THREE

NE CORNER
SW 1/4
SECTION 3

PEDESTRIAN & BICYCLE
RIGHT-OF-WAY

EAST LINE SW 1/4, SECTION 3

SE 1/4 CORNER
SECTION 3
T.1S., R.1W., U.M.

FORESIGHT PARK FOR INDUSTRY FILING NO. THREE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Colorado West Improvements, Inc. is the owner of that real property situated in the City of Grand Junction, County of Mesa, State of Colorado and being a part of the SW 1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian as shown on the accompanying plat, said real property being more particularly described as follows:

Beginning at the SW Corner of the NW 1/4 SW 1/4 of said Section 3; Thence N 00° 00' 00" E along the west line of the SW 1/4 of said Section 3 a distance of 785.56 feet; Thence N 89° 57' 00" E 517.20 feet; Thence N 00° 00' 00" E 517.20 feet to a point on the north line of the SW 1/4 of said Section 3; Thence N 89° 57' 00" E along said north line of the SW 1/4 of said Section 3 a distance of 983.11 feet; Thence S 00° 00' 20" E 786.00 feet; Thence N 3° 00' 57" E 1138.40 feet to a point on the east line of the SW 1/4 of said Section 3; Thence S 00° 00' 20" E along said east line of the SW 1/4 of said Section 3 a distance of 1429.71 feet; Thence S 90° 00' 00" W 510.45 feet; Thence along the arc of a curve to the right whose radius is 220.00 feet and whose long chord bears N 36° 41' 23" E 63.99 feet; Thence N 45° 00' 00" W 50.00 feet; Thence N 45° 00' 00" E 182.37 feet; Thence along the arc of a curve to the left whose radius is 75.00 feet and whose long chord bears N 22° 30' 00" E 57.40 feet; Thence N 00° 00' 00" E 91.28 feet; Thence S 90° 00' 00" W 420.00 feet; Thence N 00° 00' 00" E 58.12 feet; Thence S 90° 00' 00" W 50.00 feet; Thence N 00° 00' 00" E 175.00 feet; Thence S 90° 00' 00" W 282.97 feet; Thence N 00° 00' 00" E 110.49 feet; Thence N 45° 00' 00" W 480.17 feet; Thence S 90° 00' 00" W 450.53 feet; Thence S 00° 00' 00" W 135.37 feet; Thence S 89° 57' 10" E 730.20 feet to a point on the west line of the SW 1/4 of said Section 3; Thence N 00° 00' 00" E along said west line of the SW 1/4 of Section 3 a distance of 7.27 feet to the point of beginning, containing 67.463 acres.

That said owner has caused the said real property to be laid out and surveyed as Foresight Park for Industry Filing No. Three, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to the use of the public forever, and hereby dedicates to the Public Utilities those portions of said real property which are labeled as utility and irrigation easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines; together with the right to trim interfering trees and brush; with perpetual right of ingress and egress for installation and maintenance of such lines. Such easements and rights shall be utilized in a reasonable and prudent manner.

IN WITNESS WHEREOF said owner has caused its name to be hereunto subscribed this _____ day of _____ A.D., 19 _____

Colorado West Improvements, Inc.

H.R. Barnett, President

Dale J. Hollingsworth, Secretary

STATE OF COLORADO)
COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 19 _____ by H.R. Barnett, President and Dale J. Hollingsworth, Secretary of Colorado West Improvements, Inc.

My commission expires: _____ Witness my hand and official seal. _____
Notary Public

CITY APPROVAL

This plat of Foresight Park for Industry Filing No. Three, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, was approved on this _____ day of _____ A.D., 19 _____

City Manager

President of Council

Chairman, Grand Junction Planning Commission

Director of Development

Grand Junction City Engineer

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA) ss

I hereby certify that this instrument was filed in my office at _____ o'clock _____ M. this _____ day of _____ A.D., 19 _____ and is duly recorded in Plat Book _____, Page _____.

Clerk and Recorder

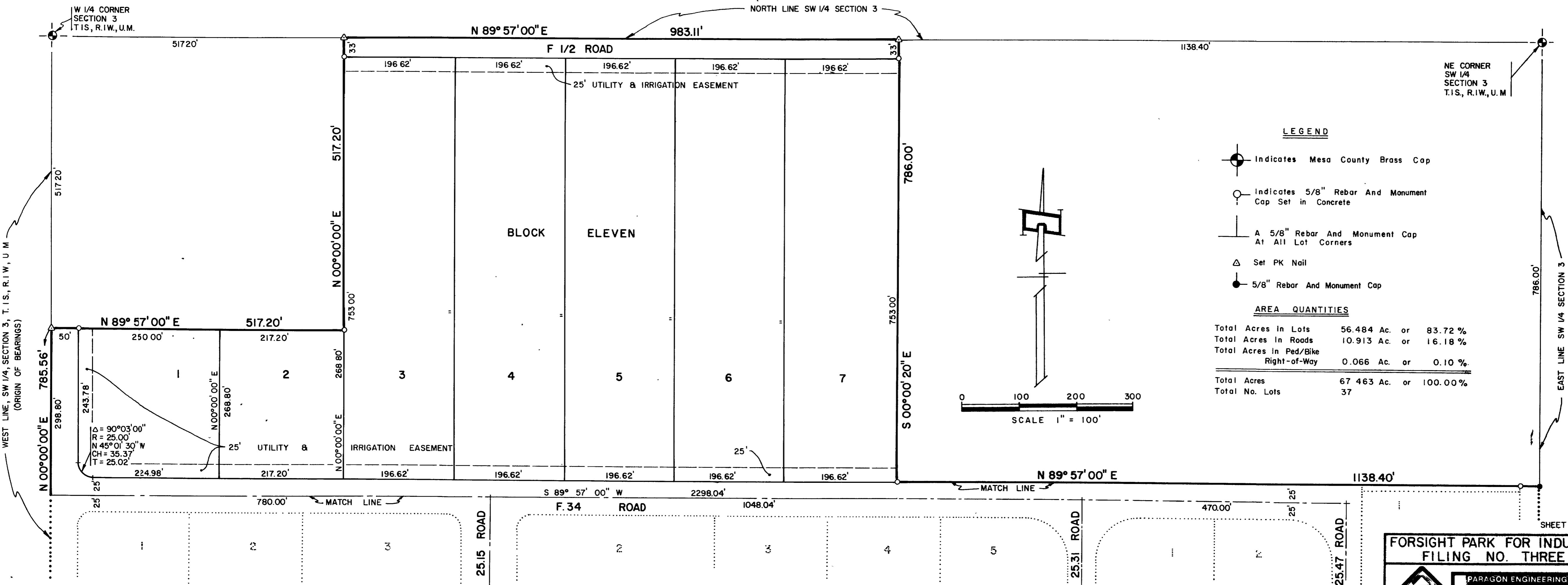
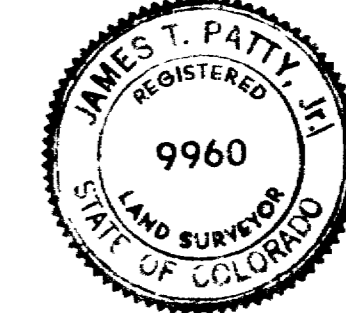
Deputy

Fees: \$ _____

SURVEYORS CERTIFICATE

I, James T. Patty Jr., do hereby certify that the accompanying plat of Foresight Park for Industry Filing No. Three, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado has been prepared under my direction and accurately represents a field survey of same.

James T. Patty Jr. 12/19/79
James T. Patty Jr.
Registered Land Surveyor
Colorado Registration No. 9960



SHEET 1 OF 2

**FORESIGHT PARK FOR INDUSTRY
FILING NO. THREE**

PARAGON ENGINEERING, INC.

268 East Grand Avenue
Grand Junction, Colorado 81505