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File 1981-0013 (2 OF 2)
Date 10/17/01

Project Name: Orchard Mesa Center in H.O- Zoning of Annexation

P **S** A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some
r **e** instances, not all entries designated to be scanned by the department are present in the file. There are also documents
e **a** specific to certain files, not found on the standard list. For this reason, a checklist has been provided.
s **n** Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick
e **n** guide for the contents of each file.
d **e** Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in
t **d** full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.

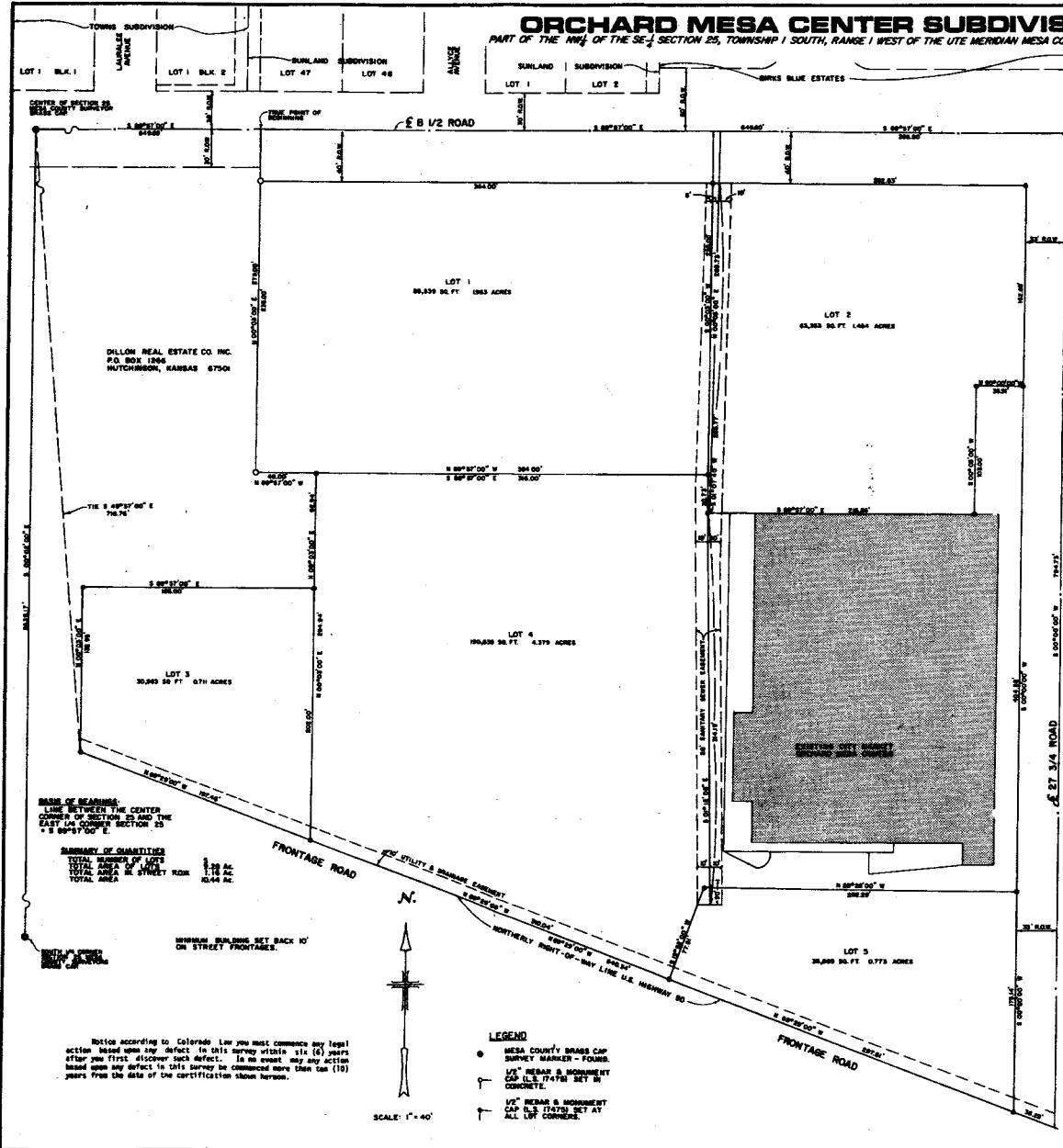
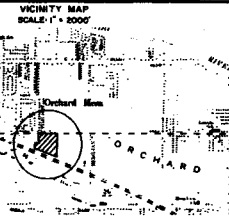
X	X	*Summary Sheet – Table of Contents
X		Application form
X		Receipts for fees paid for anything
		*Submittal checklist
		*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map
		Evidence of title, deeds
X	X	*Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
X		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
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		Individual review comments from agencies
		*Consolidated review comments list
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	Development Application
X	X	Review Sheet Summary	X	Tax Certificate
X		Review Sheets	X	Letter from John Nisley, Frank Nisley Jr. and Assoc., Inc. to Gary Fritzler, Site Analysis Coord., City Market re: land appraisal-9/21/82
X		Minor Subdivision Application	X	Handwritten Notes to the file – 2/20/86
X	X	Letter from Janet Stephens, Planner to Fred Alexander re: changes do not fall within the limits of a minor change – 11/21/83	X	Revised Parking Layout & Add Water Lines and Revised Proposed contours & Realignment of Storm Sewer
X	X	Declaration of Covenants, Conditions and Restrictions for Orchard Mesa Shopping Center	X	Plan & Profile
X	X	Letter from L.T. Prinster to Ron Rish re: payment for the improvements-9/28/82		
X		Record of Final Plat Recording		
X		Certification of Plat		
X		Public Notice Posting		
X	X	Letter from Gary Fritzler to Planning Dept. re: comments listed – 10/20/82		
X		Subdivision Summary Form		
X		Deed		

ORCHARD MESA CENTER SUBDIVISION

PART OF THE NW 1/4 OF THE SE 1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MESA COUNTY, COLORADO



DILLON REAL ESTATE CO. INC.
P.O. BOX 1206
MUTCHINGSBORO, KANSAS 67501

SUMMARY OF QUANTITIES
 TOTAL NUMBER OF LOTS: 5
 TOTAL AREA OF LOTS: 159.88 AC.
 TOTAL AREA OF STREET ROW: 1.78 AC.
 TOTAL AREA: 161.66 AC.

Notice according to Colorado law you must commence any legal action based upon any defect in this survey within six (6) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

LEGEND
 ● MESA COUNTY BRASS CAP SURVEY MARKERS - FOUND
 ○ 1/2" REBAR & MONUMENT CAP U.S. 17478 SET IN CONCRETE
 ○ 1/2" REBAR & MONUMENT CAP U.S. 17479 SET AT ALL LOT CORNERS

RECITALS
 KNOW ALL MEN BY THESE PRESENTS: That the undersigned Dillon Real Estate Company, Inc. is the owner of that real property situated in the NW 1/4 of the SE 1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado as shown on the accompanying plat thereof, said real property being more particularly described as follows:

Beginning at the Northeast corner of the NW 1/4 of the SE 1/4 of said Section 25, a Mesa County Surveyor brass cap found in place; thence S 89° 57' 00" E 668.69 feet along the northerly line of the NW 1/4 of said Section 25, to the true point of beginning; thence continuing along the northerly line of the NW 1/4 of said Section 25, S 48° 57' 00" E 649.89 feet, to the corner of 27-3/4 Road; thence leaving said northerly line and along the centerline of 27-3/4 Road S 00° 00' 00" W 798.73 feet to a point on the northerly right-of-way line of U. S. Highway 89; thence along said northerly right-of-way line, S 69° 29' 00" W 860.34 feet; thence leaving said northerly right-of-way line, S 00° 00' 00" E 132.95 feet; thence S 89° 57' 00" E 185.00 feet; thence S 00° 00' 00" E 201.84 feet; thence S 89° 57' 00" W 46.00 feet; thence S 00° 00' 00" E 275.00 feet to the true point of beginning. Containing 434,071.5 sq. ft., ± 10.46 acres ±.

That said owner does hereby dedicate all streets as shown on the accompanying plat to the use of the public forever and hereby dedicate to the public utilities those portions of said real property which are labeled as utility 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, sewer and water 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, said 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 14th day of A.D. 1982.

Dillon Real Estate Company, Inc.
 Owners: LEO Y. PRINSTER, VICE PRESIDENT EUGENE F. HENNING, SECRETARY

STATE OF COLORADO } SS
 COUNTY OF MESA } SS

The foregoing instrument was acknowledged before me this 14th day of A.D. 1982 by Leo Y. Prinster & Eugene F. Henning.

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

CITY APPROVAL
 This plat of Orchard Mesa Center Subdivision a subdivision of the City of Grand Junction, County of Mesa, State of Colorado was approved and accepted on this _____ day of _____ A.D. 1982.

City Manager President of Council Director of Development
 Chairman, Grand Junction Planning Commission Grand Junction City Engineer

CLERK AND RECORDER CERTIFICATE
 State of Colorado } SS
 County of Mesa } SS

I hereby certify that this instrument was filed in my office as _____ on this _____ day of _____ A.D. 1982, and is duly recorded in FILE Book _____ Page _____ Fee: \$ _____
 Clerk and Recorder Deputy

SURVEYOR'S CERTIFICATE
 I, John A. Baxter, do hereby certify that the accompanying plat of Orchard Mesa Center Subdivision, 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.
 John A. Baxter Registered Land Surveyor I.S. 17478 Date: _____

ORCHARD MESA CENTER SUBDIVISION
 CITY MARKET, INC.
 GRAND JUNCTION, COLORADO
JOHN A. BAXTER
 REGISTERED LAND SURVEYOR
 19 CHARLESTON CT. 263-241-8276
 GRAND JUNCTION, COLORADO

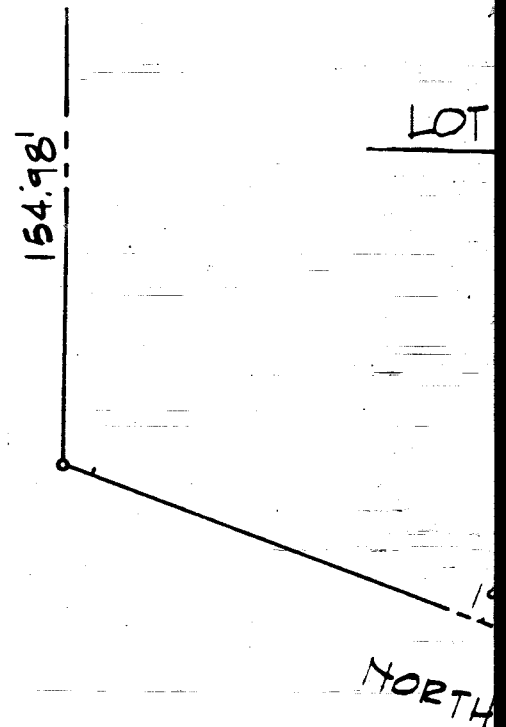
② PROJECT DATA

OCCUPANCY B-2
CONSTRUCTION V N
ZONE CLASSIFICATION H 0
NUMBER OF STORIES 1
HEIGHT OF BUILDING 18'-3"

AREA ANALYSIS

LAND AREA	1.963 ACRES	85,539 SQ. FT.
BUILDING AREA (BUILDING "A" ONLY)	26.9%	23,025 SQ. FT.
(BUILDING "A" AND "B")	31%	26,470 SQ. FT.
HARD SURFACE AREA	69%	59,378 SQ. FT.
LANDSCAPE AREA	4%	3,136 SQ. FT.
PARKING SPACES REQUIRED (1 SPACE PER 200 SQ. FT.)		115 SPACES
HANDICAPPED SPACES REQUIRED (.02 X 115)		2 SPACES
PARKING SPACES PROVIDED		125 SPACES
HANDICAPPED SPACES PROVIDED		3 SPACES

SURVEY DATA OBTAINED FROM JOHN A. BAXTER,
 REGISTERED LAND SURVEYOR - L.S. 17475
 15 CHARDONNAY CT, GRAND JUNCTION, CO.



1310591 08:51 AM
DEC 15 1982 E.SAWYER:CLK&REC MESA CTY:00
BOOK 1405 PAGE 75

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ORCHARD MESA SHOPPING CENTER

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of the buildings in the Shopping Center. All signs will be in accordance with all city or county regulations.

Section 2.04. All buildings, structures or improvements of any kind will be in accordance with city and county regulations and in accordance with Orchard Mesa Center Subdivision plat.

Section 2.05. No building may be constructed on other than the area specified by the developer, or no building will exceed the allowable square footage specified for each respective parcel.

ARTICLE III

OPERATIONS AND USE

Section 3.01. Neither the Shopping Center nor any part of it will be used and no building or other improvement will be constructed, maintained, or used for any purpose other than retail, office and service establishments.

Section 3.02. Except as prohibited by the developer or local laws, any part of the Shopping Center may be used for any commercial or business operation, use or purpose, which is common to first-class shopping centers and is not prohibited by law.

Section 3.03. No use or operation will be made, or permitted on or with respect to all or any part of the shopping center, which use or operation is obnoxious to or out of harmony with the development or operation of a first-class shopping center.

ARTICLE IV

EASEMENTS

Section 4.01. The occupants grant each to the other, for their respective use and use of their permittees, the following reciprocal easements:

(a) Non-exclusive easements appurtenant to the occupant's property for the purpose of passage and parking of vehicles of the occupants and permittees for purposes connected with or incidental to any use being made of any portion of the occupant's property. The parking area easements are easements on each and all of the one or more parcels of the Shopping Center as are now or may hereafter be designated for the parking or accommodation of motor vehicles.

(b) Non-exclusive easement appurtenant to the occupant's property for the purpose of pedestrian traffic of occupants and permittees for purposes connected with or incidental to any use then being made of such occupant's parcel.

(c) Non-exclusive easements appurtenant to the occupants property for the purpose of furnishing access and the right of access between the public

ARTICLE I

DEFINITIONS

Section 1.01. These restrictions relate to parcels 1 through 5, of Orchard Mesa Center Subdivision inclusive, in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter called the Shopping Center.

Section 1.02. The term "occupant" means each of the parties and any person from time to time entitled to the use and occupancy of any portion of commercial area in the Shopping Center with any title to the property or under any lease, license, or concession agreement, or other instrument or arrangement under which each occupant acquires his status as such.

Section 1.03. The word "person" means and includes individuals, partnerships, firms, associations, and corporations or any other forms of business entity.

Section 1.04. The term "permittees" refers to all occupants and all customers, employees, agents, contractors and other business invitees of occupants.

Section 1.05. The term "developer" refers to Dillon Real Estate Co., Inc. or City Market, Inc.

ARTICLE II

REGULATION OF IMPROVEMENTS

Section 2.01. No building, structure or improvement of any kind will be constructed, installed, and maintained without approval of the developer or which is not harmonious to the general exterior architectural treatment of the buildings in the Shopping Center. Each party agrees to consult the developer concerning the design, color treatment and exterior materials to be used in the construction and reconstruction of all buildings and structures on its respective parcel.

Section 2.02. No hedge, fence, wall, or other like barrier will be constructed on the line separating one parcel from another parcel, other than improvements expressly permitted by the developer.

Section 2.03. No sign, symbol, advertisement or billboard will be constructed, used, maintained, erected, posted, displayed or permitted on or about any portion of the Shopping Center except one or more signs for each retail facility operating in the Shopping Center, which identifies the name, business, or symbol of such retail facility, which does not advertise any particular item or merchandise, which is harmonious to the general exterior architectural treatment

streets and any parking areas situated on the occupant's property and between the public streets including any and all improvements from time to time located on or in the occupant's property.

(d) Non-exclusive easements for the benefit of and appurtenant to each parcel of the Shopping Center for pedestrian and vehicular access, and ingress to each parcel of the Shopping Center.

(e) Non-exclusive easements appurtenant to each party's property for the purpose of furnishing connection, support, or attachment including, without limitation, walls, slabs, and structural systems of an improvement to any building component constitutes a common building component.

ARTICLE V

GENERAL DESIGN DATA

In the preparation of any improvement plan, the following general design data, without limitation, will be followed, as minimums, unless governmental specifications for such work establish higher standards.

Section 5.01. Sewer drainage and utility lines, conduits or systems will not be constructed or maintained above ground level of the Shopping Center unless such installations are within approved enclosed structures, and will conform with the laws of the County of Mesa or other applicable governmental agency having jurisdiction of the work.

Section 5.02. Concrete walkways must be constructed along the outer perimeter of the commercial buildings. All walkways must be approved by the developer.

Section 5.03. All commercial facilities must construct self-contained parking for their permittees. Lighting for motor vehicle parking areas will include area controls with electric time switches on a seven-day program. All parking areas and lighting must be harmonious to the general design and layout of the Shopping Center parking already in existence. All parking areas and lighting will be subject to approval by the developer.

Section 5.04. All fire protective systems will be installed in accordance with the requirements of the Western Board of Fire Underwriters or any other qualified inspection firm, and any additional requirements of local authorities having jurisdiction over the installation.

Section 5.05. All occupants in the Shopping Center will maintain and repair their facilities in order to maintain governmental standards and a harmonious appearance for all parcels in the Shopping Center.

ARTICLE VI

INSURANCE--DAMAGE AND DESTRUCTIONSection 6.01.

(a) Each Party, with respect to its respective property, and the operations thereon shall, at all times during the term of this Agreement, maintain in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies; such insurance to provide for a limit of not less than One Million Dollars (\$1,000,000) for personal or bodily injury or death to any one person, for a limit of not less than One Million Dollars (\$1,000,000) for personal or bodily injury or death to any number of persons arising out of any one occurrence, and for a limit of not less than One Million Dollars (\$1,000,000) in respect of any instance of property damage; such insurance shall specifically extend to the contractual obligation of the insured Party arising out of the indemnification obligation set forth in the next sentence. Each Party ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Parties ("Indemnitees") from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) including any action or proceedings brought hereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any person or entity, or to the property of any person or entity which shall occur on the Parcel owned by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensee or concessionaire wherever the same may occur.

(b) Effective upon commencement of construction of improvements, the constructing Party will carry or cause to be carried, Fire and Extended Coverage Insurance with a financially responsible insurance company or companies, in an amount at least equal to eighty percent (80%) of the replacement cost (exclusive of the cost of excavation, foundations and footings) of the buildings and improvements insured from causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of Fire and Extended Coverage, and specifically against at least the following perils: loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage and sprinkler leakage.

Each Party (the "Releasing Party") hereby releases and waives for itself and on behalf of its insurer, the other Parties (the "Released Parties") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of the type generally covered by Fire Insurance with an Extended Coverage Endorsement on an All-Risk form, irrespective of any negligence on the part of the Released Parties which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Party agrees to use its best efforts to obtain, if needed, appropriate Endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such Endorsements shall not affect the release hereinabove given.

(c) The Insurance described in subparagraphs (a) and (b) may be carried under a policy or policies covering other liabilities, properties and locations of such Party, or a subsidiary, affiliate or controlling corporation of such Party; provided, however, that the insurance required to be carried under this Section may be carried under any plan of self-insurance from time to time maintained by any Party, on condition that the Party so self-insuring has and maintains adequate net current assets for the risks so self-insured against, and that any Party, or its subsidiary, successor, affiliate or controlling corporation so self-insuring, shall furnish to the other Party requesting the same, evidence of the adequacy of said net current assets (net current assets of \$40,000,000.00 or more shall in all instances conclusively be deemed to be adequate for the purposes of this Section). The annual report of any such Party that is audited by an independent certified public accountant shall be evidence of its net current assets. To the extent any deductible is permitted or allowed as a part of any insurance carried under this Section, such Party shall be deemed to be covering the amount thereof under a plan of self-insurance. Such insurance policy or policies shall contain a provision that the same may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to all Parties. Each Party further agrees to furnish to the developer a certificate of insurance, prior to the effective date of such policy and any renewals or extensions thereof, evidencing that the insurance required is in full force and effect.

Section 6.02. Each party covenants to and with the other parties that in the event of any damage or destruction to all or any portion of the improvements on its property, it will, within six (6) months following the damage or

destruction, commence to rebuild and restore the improvements, or in the alternative demolish, fill, grade, and clean the site so that all debris and materials have been removed, and cover the site with a dust cap to prevent the proliferation of dust and weeds.

ARTICLE VII

COMMERCIAL AREA DEVELOPMENT

Before any exterior surface of any building or other commercial facility is erected, altered, repaired, or restored, or before any unenclosed or uncovered area is used for commercial purposes in the Shopping Center, accurate plans of the exterior design, color, finish, and signage for such buildings or facility will be submitted for approval of the developer for the purpose of achieving and insuring a harmonious relationship among the various buildings and facilities which will comprise the commercial areas of the Shopping Center.

ARTICLE VIII

LIENS

Wherever and whenever any party is permitted to perform any work upon the parcel of another party, it is expressly understood and agreed that such party will not permit any mechanics', materialmen's or other similar liens to stand against the parcel on which labor or material has been furnished in connection with any work performed by any such party. The party may bond and contest the validity and the amount of such, however the party will immediately pay any judgement rendered, with all proper costs and charges, and will have the lien released at such party's expense.

ARTICLE IX

APPROVALS

Whenever approval is required by the developer, it will not be unreasonably withheld. Unless provision is made for a specific amount of time, it will be deemed to be thirty (30) days. If approval or disapproval is not given in thirty (30) days it will be deemed that approval has been given. If developer disapproves, the reasons must be stated.

ARTICLE X

MUTUALITY, RECIPROCITY RUNS WITH LAND

Section 10.01. Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Shopping Center and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the property benefited will constitute the dominant estate,

and the particular area in the Shopping Center which respectively is burdened by such easements and rights will constitute the servient estate.

Section 10.02. Each and all of the covenants, restrictions, conditions, and provisions contained in this agreement (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of each parcel of land in the Shopping Center; will create mutual equitable servitudes upon each parcel of land in the Shopping Center in favor of every other parcel; will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interest in any portion of the Shopping Center at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition, or provision is to be performed on such portion; and will inure to the benefit of the parties and their respective successors and assigns as to their respective parcels of land in the Shopping Center.

Section 10.03. The parties covenant that in each instance in which a conveyance of all or any part of an interest in any portion of the Shopping Center is made to a grantee or lessee who will become thereby a new party, the grantor in such instance will require the prospective new party to agree not to use, occupy, or allow any lessee of such to use or occupy the premises in any manner which would constitute a violation or breach of any of the affirmative or negative covenants in this document and require the new party to assume and agree to perform each and all of the obligations of the conveying party under this agreement with respect to the portion of the Shopping Center conveyed in fee to such new party, in each case by a written instrument executed, acknowledged, and recorded in the office of the Clerk and Recorder of Mesa County, Colorado, notice of each such conveyance and agreement to be given to each person owning fee title to any part of the Shopping Center by the conveying party involved within ten days after its making, which notice is to be accompanied by a copy of the conveyance and agreement. On such assumption by a new party and notice of such, the conveying party will thereafter be released from any further obligation under this document arising thereafter with respect to the part of the Shopping Center so conveyed to the new party in compliance with this document without the necessity of any further act by any party. Each party agrees to execute and deliver any necessary or appropriate further documents or assurances to evidence the release for the purpose of recording or otherwise, which documents or assurances will be duly executed by the parties or any grantee or lessee of either, as the case may be, to any such grantor or lessor.

ARTICLE XI

OPERATION AND MAINTENANCE

Section 11.01. The occupants will pay the Developing Party, as their respective share of each of the costs of maintenance and operation of the Shopping Center, a pro rata share of such costs based on the ratio of the allowable gross square feet of commercial area on its parcel to the allowable gross square feet in all parcels within the Shopping Center. Such maintenance will include without limitation:

(a) Maintenance and operation of any area or utility which is beneficial or for the use of any or all of the occupants (common areas) of the Shopping Center in general (exclusive of sidewalks immediately adjacent to any buildings, the service areas, docks, ramps and loading areas adjacent to buildings, utility laterals from common lines, separate utility lines and areas allocated to the storage of trash; it being agreed that each occupant shall maintain such areas separately) in a level smooth, and evenly covered condition with the type of surfacing material originally installed on such or such substitute as will in all respects be equal to it in quality, appearance, and durability.

(b) Removal of all papers, debris, filth, and refuse from the Shopping Center and washing or thoroughly sweeping paved areas as required.

(c) Maintenance within the Shopping Center of such appropriate parking area, entrance, exit and directional signs, markers, and lights in the Shopping Center as will be reasonably required and in accordance with the practices prevailing in the operation of shopping centers in Colorado.

(d) Cleaning of lighting fixtures of the Shopping Center and relamping as needed.

(e) Repainting of striping, markers, directional signs, etc. as necessary to maintain in first-class condition.

(f) Performance of maintenance of landscaping necessary to keep in first-class condition and to provide the general effect contemplated by the improvements. For example, trees and shrubbery will be properly pruned or otherwise controlled to prevent any condition of overgrowth.

(g) Cleaning of signs of the Shopping Center and including relamping and repairs being made as required.

(h) Maintenance of all the common areas free from any obstructions not required for their intended use, including the prohibition of the sale or display of merchandise outside the exterior limits of improved commercial areas within the Shopping Center, except that sidewalk displays which do not interfere

with ingress or egress of other tenants and customers may be exhibited by owners, tenants or occupants of any parcel. It is expressly understood and agreed, however, that in the event of promotional activities in the Shopping Center, approved by the parties, these provisions may be waived during the period of the promotional event.

(i) Payment of all electrical, water, and other utility charges or fees for services furnished to the common areas, except as to the illumination of common areas within its parcel, which is provided at the request of any other parties.

(j) Maintenance of utility lines or a system which is to be used in whole or in part to provide service for common or commercial facilities erected, constructed, or installed on the parcel of one or more of the other parties (except as set forth in 11.01(a) above).

The cost of maintenance and operation of common areas referred to means the total of all items of direct cost and expense necessarily expended for the supervision, operation, maintenance, and repair of the common area, determined in accordance with generally accepted accounting principles on the cash basis method of accounting, but which costs will exclude any real property taxes or assessments. The cost includes maintenance, replacements, and reconstruction work as required to preserve the utility of the common area and its equipment, in the same condition and status as it was as of the time of the completion of the original construction and installation, except for normal wear and tear, and further includes wages, salaries and fringe benefits (including social security, withholding and workmen's compensation contributions paid to the Developing Party's personnel for this location only who perform functions properly allocated to the common area), all rental charges for equipment, the cost of small tools and supplies, all costs for police security protection, traffic direction and control, and parking regulations; costs of cleaning and removal of rubbish, dirt, and debris from the common area; the cost of landscaping, and supplies incidental to such; all charges for utility services used in connection with such; together with all costs of maintaining lighting fixtures in the automobile parking areas. Each party shall pay all premiums for public liability and property damage insurance covering its respective common area except that the Developing Party and any successors in interest to the Developing Party shall maintain adequate insurance covering any potential liability arising out of the performance of its duties under this Article.

Section 11.02. The Developing Party or managing entity for the common

area shall be paid for its services rendered in the management of said common area an amount equal to ten percent (10%) times the aggregate amount of all items of cost and expense incurred in management. The within described fee shall be paid as a cost of maintenance and operation of the common area. All maintenance costs shall be paid in monthly installments, within ten (10) days following receipt of billing, in such amounts as are estimated (pursuant to a proposed budget submitted by the Developing Party to the other parties at least 120 days prior to the next fiscal period) by the Developing Party, subject to annual adjustments based on actual expenditure; provided, expenditures not recognized in the budget but later required that total in the aggregate less than \$15,000 during any one year, or expenditures in excess of \$15,000 for any one year if approved by the parties shall be paid within 30 days of receipt of a statement therefor. A late charge of eighteen percent (18%) per annum shall be assessed any payment not received when due.

Section 11.03. The owner of each parcel will pay all real estate taxes, assessments, and other charges which may be levied, assessed, or charged against its parcel and improvements thereon in the Shopping Center or any part of such.

ARTICLE XII

NEGATION OF PARTNERSHIP

None of the terms or provisions of this document shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This agreement is not intended nor shall it be construed to create any third party beneficiary rights to any person who is not a party hereto, unless expressly otherwise provided.

ARTICLE XIII

NOT A PUBLIC DEDICATION

Nothing contained in this agreement will be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties that this agreement will be strictly limited to and for the purpose expressed herein.

ARTICLE XIV

SEVERABILITY

If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement become illegal, null, or void for any reason, or be held by a court of competent jurisdiction to be so, the remaining

portions will remain in full force and effect.

ARTICLE XV

DURATION, EXTINGUISHMENT, CONTINUATION, AND MODIFICATION DURATION

This agreement and any provision, covenant, condition, or restriction contained within it may be terminated, extended, modified, or amended as to the whole of the Shopping Center or any portion of it, with the unanimous consent of the parties executing this contract or their respective successors.

No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed, acknowledged, and recorded in the Office of the Clerk and Recorder of Mesa County, Colorado.

No such amendment, modification, extension, or termination will affect the rights of any mortgagee under a mortgage or the trustee or beneficiary under any deed of trust constituting a lien on the Shopping Center at the time unless the mortgagee, or beneficiary and trustee consent to such, nor will any amendment, modification, extension, or termination be effective against such mortgagee, trustee, or beneficiary subsequent to its securing title to its encumbered parcel for foreclosure, trustee's deed, or deed in lieu of foreclosure, unless the mortgagee, or trustee and beneficiary have consented in writing.

No lessee, licensee, or other person having a possessory interest, other than a party, will be required to join in the execution of or consent to any act of the parties taken subject to this Section.

ARTICLE XVI

ESTOPPEL CERTIFICATE

Each party (party being persons executing this contract, or their respective successors in interest) hereby severally covenants that upon written request from time to time of another party, it will issue to a prospective mortgagee, of such other party or to a prospective successor to such other party, an estoppel certificate stating:

- (a) Whether the party to whom the request has been directed knows of any default by the requesting party under the Declaration, and if there are known defaults, specifying the nature thereof;
- (b) Whether to its knowledge the Declaration has been assigned, modified or amended in any way (or if it has, then stating the nature thereof);
- (c) That to the parties' knowledge the Declaration as of that date is in full force and effect.

REVIEW SHEET SUMMARY

FILE NO. 13-81 2/2 TITLE HEADING Orchard Mesa Center Minor Sub. DUE DATE 10/14/82

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Gary Fritzler, Location:

Northwest corner of Highway 50 and 27.75 Road, South of B.5 Road. A request for a minor subdivision of 5 lots on approximately 10.4 acres in a highway-oriented zone.

Consideration of minor subdivision

PETITIONER ADDRESS Dillion Real Estate Co., Inc., P.O. Box 729

ENGINEER _____

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
10/7/82	Transportation Eng.	No comment.
10/8/82	Ute Water	That portion of the water system shown in 27 3/4 Road,; through the 27 3/4 Rd. entry south of City Market; west of City Market; and westerly through the parking area, has been installed as shown and is providing services. The Ute District continued the 8" main from the indicated end point in 27 3/4 Road to the Service Road intersection. The second connection point nor the system along B 1/2 Rd., north of Lot 1 has not been installed. Fire protection is being served through the indicated Detector Check Valve, and may be expanded. All domestic services will originate from existing lines or new lines which have been or will be installed in dedicated road ROW. No domestic service will come from the Fire Line. Individual Peak Demand Data Sheets may be required of each separate structure to properly determine meter size. Policies and fees in effect at the time of service application will apply.
10/8/82	City Utilities	None.
10/13/82	City Engineer	20 ft. radii should be dedicated at all street intersection corners. Road improvements have not yet been completed on B 1/2 Road. Sanitary sewer is completed to the City Market building.
10/13/82	Public Service	Gas: Request easement as shown for combination Gas and electric trench. Electric: Request easements as shown on plat, and as follows: The south 15 feet of lots 3, 4, and 5. The east 10 feet of lots 2, 4, and 5. The north 10 feet of lots 1 and 2. An easement 10 ft. in width extending from the east property line to the east wall of City Market at the existing location of Public Service Company Pad Transformer.
10/15/82	Planning Staff Comments	No apparent problems with plat or submittal material. Zoning is HO and site plan has received previous approval. Letter from city engineer dated May 20, 1982 indicates street and sanitary sewer improvements installed as part of the Development in HO approval have not received a final inspection or acceptance. This should be accomplished as soon as possible.
10/14/82	City Parks	This appears to be a fair appraisal and I will concur with the \$1.20 per sq. ft. value.

*Late - O.M. Irrigation
Mtn. Bell*

September 28, 1982

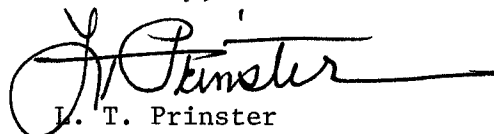
Mr. Ron Rish, City Engineer
City of Grand Junction
Grand Junction, Colorado

Dear Mr. Rish:

Please be notified that the intent of City Market is to complete or pay for the improvements on B-1/2 Road as set forth in Phase I of our Orchard Mesa Center project B-1/2 Road plan and profile (Job No. 4340.032 - Sheet 5 of 7).

You need to be aware that portions of this may have to filter through a second party if there is a sale as anticipated. However, City Market will guarantee the appropriate improvements.

Sincerely,



L. T. Prinster
Vice President

LTP:s1

1310590 08:51 AM
DEC 15, 1982 E. SAWYER, CLK&REC MESA CTY, CO
BOOK 1405 PAGE 74

October 20, 1982

City/County Development Department
599 White Avenue, Room 60
Grand Junction, CO 81501

Dear Sirs:

This letter is in regard to the comments listed on the review sheet summary dated 10/14/82.

Dillon Real Estate Co., Inc. intends to provide the requested additions to the final plat as noted below:

Ute Water: Individual peak demand sheets will be supplied upon request prior to development of each individual lot.

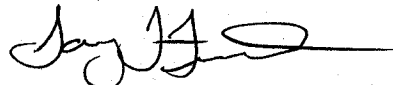
City Engineer: 20 ft. radii will be dedicated at all intersection corners on the final plat to allow sufficient right of way for maintenance.

Public Service Co.: The gas and electric utility easements requested have been added to the final plat as detailed by Public Service Engineering. The easements have been detailed as utility easements.

Planning Staff: The city engineering department has made a final inspection of the sanitary sewer facilities and has verbally accepted the system. The remaining street construction Phase 1 on B-1/2 Road has been delayed, pending the final design of B-1/2 Road Mesa County Capital Improvement Project. Dillon Real Estate Co., Inc. is prepared to pay their part of the remaining construction as set forth in Phase I of our Orchard Mesa Center project. See attached letter dated 9/28/82.

If you have any questions, please call John Baxter or myself at your convenience.

Thank you,



Gary Fritzler

GF:s1

Attach.

September 28, 1982

Mr. Ron Rish, City Engineer
City of Grand Junction
Grand Junction, Colorado

Dear Mr. Rish:

Please be notified that the intent of City Market is to complete or pay for the improvements on B-1/2 Road as set forth in Phase I of our Orchard Mesa Center project B-1/2 Road plan and profile (Job No. 4340.032 - Sheet 5 of 7).

You need to be aware that portions of this may have to filter through a second party if there is a sale as anticipated. However, City Market will guarantee the appropriate improvements.

Sincerely,

L. T. Prinster
Vice President

LTP:s1

Rex L. & Vicky L. Barboe
250 27-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Robert Dean &
Yvonne Maria Ferry
2760 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Tony & A. P. Garcia
2766 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Rodney Birks
2774 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Kenneth H. & Viola M. Christ
2752 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

* Dillon Real Estate
Richard Dillon, Pres.
P.O. Box 1266
Hutchinson, Kansas 67501

#13-81 2/2

John A. Baxter L.S.
c/o Gary Fritzler
P. O. Box 729
Grand Junction, CO 81502

#13-81 2/2

Fred Unrein
2754 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Bruno & E. G. Eidinger
544 Melody Lane
Grand Junction, CO 81503

#13-81 2/2

Glenn E. Williamson
2925 North Avenue
Grand Junction, CO 81501

#13-81 2/2

Lawrence C. Warren
756 Chipeta Avenue
Grand Junction, CO 81501

#13-81 2/2

Bank of Orchard Mesa
2697 Hwy. 50
Grand Junction, CO 81503

#13-81 2/2

City Market, Inc.
P. O. Box 729
Grand Junction, CO 81502

#13-81 2/2

Paul & Madeline Weiss
2756 B-1/2 Road
Grand Junction, CO 81503

#13-81 2/2

Leroy Winters &
Kristen Vorbeck
282 Holly Lane
Grand Junction, CO 81503

#13-81 2/2

Barbara B. Wetherell
1810 No. 3rd St.
Grand Junction, CO 81501

#13-81 2/2

Nancy H. Pede
50 W. Lester Apt. H-22
Murray, Utah 48107

#13-81 2/2

Orchard Mesa Dev., Inc.
P. O. Box 442
Grand Junction, CO 81502

#13-81 2/2

* Gary Fritzler
City Market, Inc.
P. O. Box 729
Grand Junction, CO 81502

#13-81 2/2



CITY - COUNTY PLANNING

grand junction-mesa county 559 white ave. rm. 60 grand jct.,colo. 81501

(303) 244-1628

November 21, 1983

Fred Alexander
8200 E. Pacific Place, #204
Denver, CO 80231

RE: File #13-81 Orchard Mesa Center Minor Subdivision

Dear Mr. Alexander:

In response to your inquiry concerning the revision of the plan for Phase I, Orchard Mesa Center Minor Subdivision, I have been able to ascertain the following:

- The changes that you are proposing in development of Lots 1, 3 and 5 do not fall within the limits of a minor change, therefore, this Department must re-review your proposal. (See enclosure - minor change)
- The mechanism for re-review requires the following:
 - a. If the revision maintains the proposal as a minor subdivision (5 or less lots), then you would follow the procedures outlined in the Grand Junction Zoning and Development Code, Section 6-5-1A. (See enclosure) A preliminary plan and hearing before the Grand Junction Planning Commission would be deleted. However, if circumstances are warranted, Item B under Section 6-5-1 would become applicable. City Council would hear the request at the first public hearing following the fulfillment of the requirements for review agency and legal advertisement time.
 - b. If your proposal progresses into a major subdivision, Section 6-5-2 of the Grand Junction Zoning and Development Code is applicable. (See enclosure) This process requires preliminary and final plan/plat review. In addition, the item is scheduled for public hearing before the Planning Commission as well as City Council. The eight-week process is applicable for each phase.

Letter to Fred Alexander
November 21, 1983
Page 2

Enclosed are sample copies of material presented to the applicant during the pre-application conference. You might review these for general information purposes. Several items have been filled in or outlined in red ink - these are either particularly important or to be used in submittal packet preparation. The Action Sheet indicates applicable review agencies. Items A - GG are explained by the legend on the opposite side of the page.

Please call me at 244-1628 to arrange for a pre-application conference. At that time, we can discuss your proposal in detail and better determine which review process needs to be undertaken.

Thank you for your early request for information and cooperation in this matter.

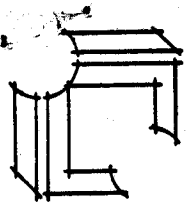
Sincerely,

Janet C.-Stephens
City Planner

JC.-S/sw

Enclosures

xc: File #13-81 ✓



**COMMERCIAL
DESIGN
ASSOCIATES**
A CORPORATION

ARCHITECTURE
PLANNING
INTERIORS

2800 EAST PACIFIC PLACE #204
DENVER, COLORADO 80231

(303) 751-7701

CONFERENCE RECORD

JSM

CONFERENCE BETWEEN:

Janet Stephens
John Cavness
Fred S. Alexander III

DATE: 2/6/84

Job Number: 84/102

Project: Orchard Mesa Shopping Center

Conference: Telephone:

Location: Planning Department

Subject: Zoning Information

Q. Set backs - Rear Yard - 40' from center line of B $\frac{1}{2}$ Road.

Q. Zone classification - H.O.

Q. Parking requirements - I-250 (95 cars total).

Janet said that City Market has paid \$27,290.00 for open space fees on 11/19/82.

Janet also gave contacts for the following departments; fire, sanitation, power, telephone, highway engineer and city engineer.

Where does water come from for landscaping? We need to submit a plan with this information on it. Talk with Charlie Stocton at Ute Water.

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

FEB 23 1984

Copies to: Janet Stephens
John Cavness
Jim Sullivan

PLEASE ADVISE OF ANY CORRECTIONS
HERETO IMMEDIATELY IN WRITING