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File 1983-0017
Date 9/24/02

Project Name: Good Pastures - 733 Horizon Drive - Conditional Use Beer & Wine - Hotel Restaurant Liquor License

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some instances, not all entries designated to be scanned by the department 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 provided.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>
X	X	*Summary Sheet - Table of Contents
X	X	Review Sheet Summary
X		Application form
X		Review Sheets
		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
		Legal description
		Appraisal of raw land
		Reduction of any maps - final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		*Consolidated review comments list
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)
<u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u>		
X	X	Action Sheet
X	X	Planning Commission Minutes - ** - 4/26/83, 5/25/82, 5/31/83
X	X	Impact Report
X	X	Restaurant Lease
X	X	Shareholders' Stock Purchase and Operating Agreement
X	X	Ground Lease
X	X	Letter from Janet Stephens to Winston Goodpasture, % Goodpastures Rest. re: Planning Commission comments - 4/27/83
X		Planning Commission Public Hearing - 4/26/83
X		Public Notice Posting - 4/14/83
X		Development Application - 3/18/83
X		Application for Liquor License
		Daily Sentinel article - "Its not all health food, but menu certainly healthy" - 9/17/83
X	X	Proposed Site Plan
X	X	Floor Plan



GOODPASTURES, INC.

Tele. # 243-3058

733 HORIZON DR.
GRAND JUNCTION,
COLO. 81501

Goodpastures Restaurant located within the Quality Inn 733 Horizon Drive here in Grand Junction is at the request of hotel management applying for a beer and wine licence.

We enjoy the services of a security guard at night and a hotel desk clerk on duty 24 hours per day. The hotel front desk is located directly opposite the restaurant entrance.

The hotel and restaurant have sufficient parking facilities as approved by the Mesa County Planning Commission. Our parking lots are clean and well lighted.

Our trash area is located some twenty yards from the restaurant service area and is picked up three times per week by BFI Trash Removal Service.

In addition to restaurant service we wish to be able to serve in our enclosed pool area and in the hotel banquet room. Goodpastures has no intention of openly advertising alcoholic beverages. They will occupy only a small space on the back page of our menu.

In applying for this licence it is the desire of Goodpastures Restaurant to simply comply with Quality Inns wish to become more competitive with other hotel restaurant facilities here on Horizon Drive and to satisfy customer requests for wine to be available with dinner.

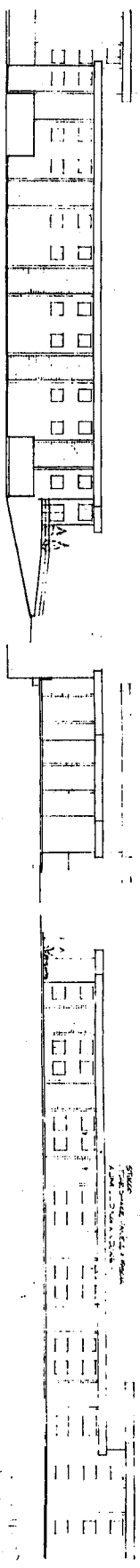
Dev. Sch.

Immediately upon approved

EAST ELEVATION 17-110

SOUTH ELEVATION 17-110

WEST ELEVATION 17-110

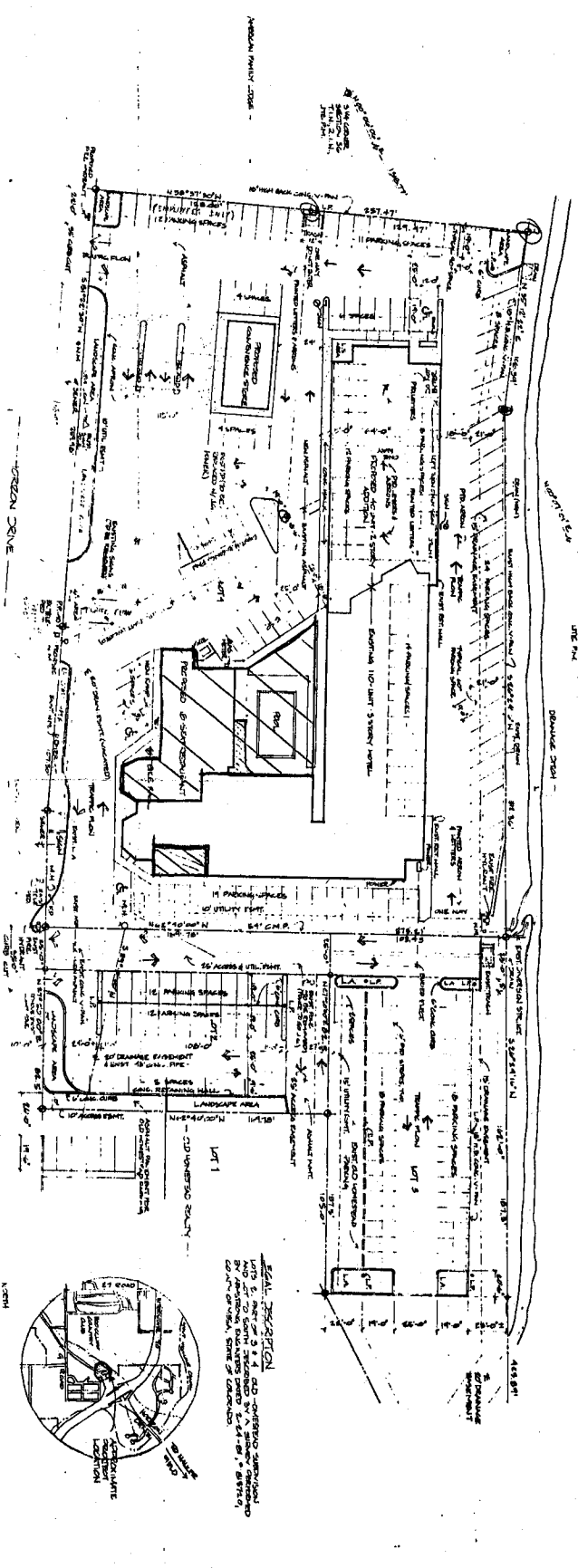
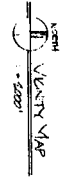


PORT BAY
NEW SOUTH

1/2" = 10' - 0"
 1/4" = 5' - 0"
 1/8" = 2' - 6"
 1/16" = 1' - 6"
 1/32" = 9" - 6"
 1/64" = 4" - 8"

1/2" = 10' - 0"
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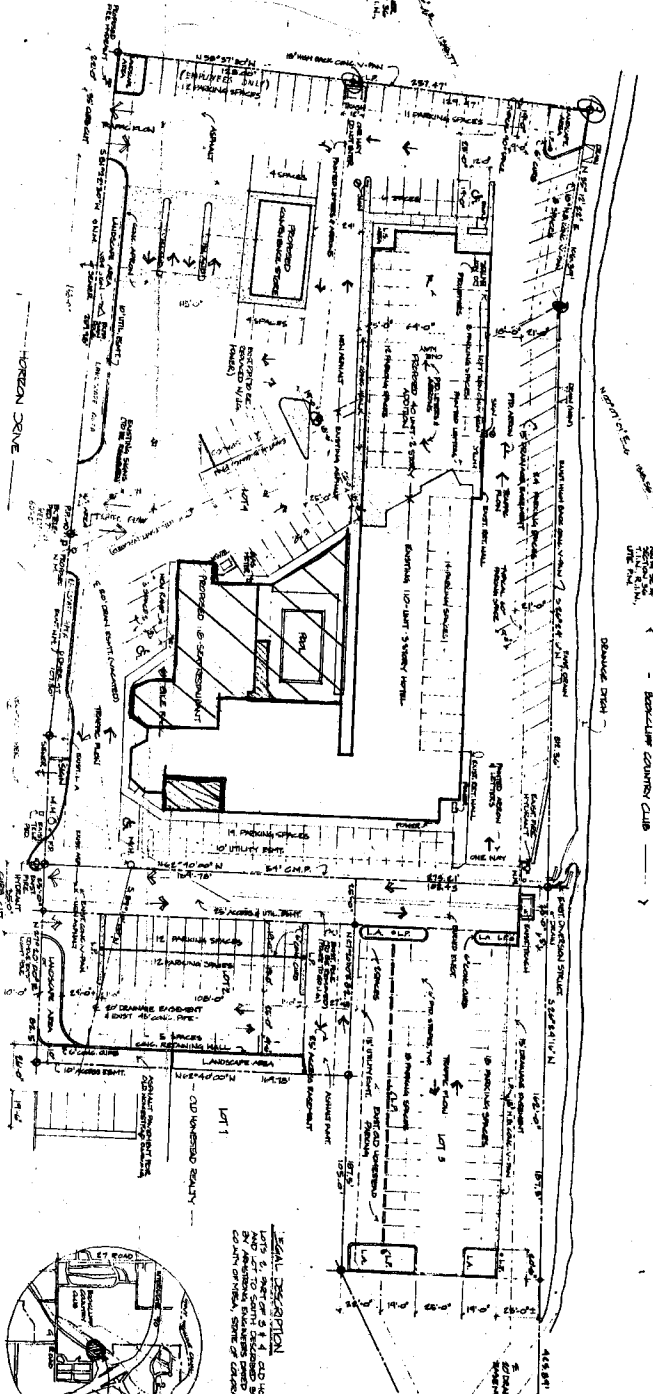
OFFICE COPY
 17-83



1/2" = 10' - 0"
 1/4" = 5' - 0"
 1/8" = 2' - 6"
 1/16" = 1' - 6"
 1/32" = 9" - 6"
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 1/64" = 4" - 8"

SCALE SECTION
 1/4" = 1' - 0"
 1/8" = 6" - 0"
 1/16" = 3" - 0"
 1/32" = 1" - 6"
 1/64" = 7" - 8"

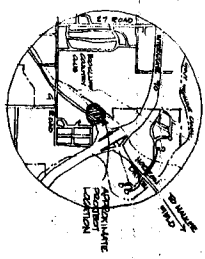


EXISTING
STRUCTURE
SITE PLAN

BOULDER COUNTY CLUB

Proposed Site Plan
1" = 50'-0"

NORTH
VANTITY MAP
1" = 5000'



GENERAL DESCRIPTION
THIS IS A 2.5 ACRE DEVELOPMENT
ON AN ADJACENT PARCEL TO THE
EXISTING CLUB HOUSE. THE
DEVELOPMENT WILL INCLUDE
A RESTAURANT, BAR, POOL,
AND OUTDOOR LIVING AREAS.
THE SITE IS SITUATED ON
A GENTLY SLOPING HILLSIDE.

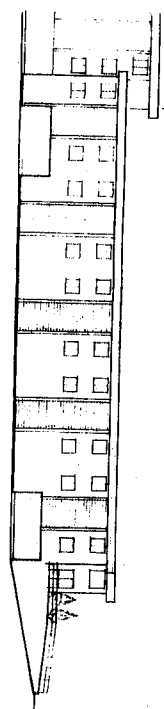
LANDSCAPE ARCHITECTURE
RESIDENTIAL
HOTEL
COMMERCIAL
ZONING
DATE: 11/15/83
SCALE: 1/2" = 1'-0"

Overall Area = 133,900 sq. ft.
Lot 1 = 21,800 sq. ft.
Lot 2 = 112,100 sq. ft.

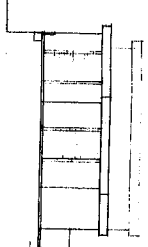
Overall Area = 133,900 sq. ft.
Lot 1 = 21,800 sq. ft.
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17-83

NORTH
EAST ELEVATION



WEST ELEVATION 1/4" = 1'-0"



SOUTH ELEVATION 1/4" = 1'-0"



EAST ELEVATION 1/4" = 1'-0"

PART 5000
X 1/4" = 1'-0"

17-83

DO NOT TYPE ABOVE THIS LINE

Super 8 Motel
728 Horizon Drive
Grand Junction, CO 81501
17-83

Hertz Rent a Car
739 Horizon Drive
Grand Junction, CO 81501
17-83

* Airport Quality Inn
733 Horizon Drive
Grand Junction, CO 81501
#17-83

Phillips Stop and Save
723 Horizon Drive
Grand Junction, CO. 81501
17-83

The Graphic Solution
737 Horizon Drive
Grand Junction, CO 81501
17-83

Old Homestead Realty
737 Horizon Drive
Grand Junction, CO. 81501
17-83

Ranger Well Service
737 Horizon Drive
Grand Junction, CO 81501
17-83

Bookcliff Country Club
2730 G Road
Grand Junction, CO. 81501
17-83

American Family Lodge
721 Horizon Drive
Grand Junction, CO 81501
17-83

Conoco TRavel shop
724 Horizon Drive
GRand Junction, CO 81501
17-83

Horizon Travel Service
737 HOrizon Drive
Grand Junction, CO 81501
17-83

A Cut Above
737 Horizon Drive
Grand Junction, CO 81501
17-83

Colorado Life Insurance Co.
737 Horizon Drive
Grand Junction, CO 81501
17-83

Freeway Texico
736 Horizon Drive
Grand Junction, CO 81501
17-83

GOODPASTURES, INC.
A COLORADO CORPORATION

Shareholders' Stock Purchase and Operating Agreement

This agreement, made this 2nd day of September, 1982, between the owners and operators and shareholders of Goodpastures, Inc., recites as follows:

WHEREAS, Goodpastures, Inc., a Colorado Corporation, was granted a Certificate of Incorporation by the Secretary of the State of Colorado on November 9, 1981; and

WHEREAS, said Articles of Incorporation of Goodpastures, Inc. provides for an authorized issue of 50,000 shares of no-par value common stock; and

WHEREAS, the following are owners/operators and/or shareholders of the Corporation: Winston A. Goodpasture, Louise Forster, Mary Godwin, and Stephen A. Minall; and

WHEREAS, the said owners/operators and/or shareholders of the Corporation wish to make an agreement between themselves with regards to their percentage of ownership in said Corporation and the degree to which they will share in the authorized capital of the Corporation and share in the operation of the Corporation.

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS: That in consideration of the following covenants:

1. That Winston A. Goodpasture shall be entitled to forty-five (45%) percent of the authorized capital of Goodpastures, Inc., as hereinafter provided, in consideration for his working as overall general manager for the Corporation, it being understood that the unique concept of the preparation and service of food is a method and style which is his concept.

2. That Louise Forster shall be entitled to forty-nine (49%) percent of the authorized capital of the Corporation, as hereinafter provided, in consideration for her financial backing to the Corporation.

3. That Mary Godwin shall be entitled to earn ten (10%) percent of the authorized capital stock of the Corporation, which said stock shall be issued from the shares held by Louise Forster, under

the following conditions: In consideration for her services, in and above her wages at Goodpastures Restaurant located at 733 Horizon Drive, Grand Junction, Colorado, as hostess, waitress or kitchen assistant on a full time basis, excluding the time of approximately six weeks a year for service to the "I AM Activity", Mary Godwin will earn two (2%) percent of her share of stock per each year of service, and will be issued to her at the end of the first year in accordance with her authorized percentage of ownership, beginning September 1, 1983, and continuing to earn two (2%) percent each September 1st thereafter until her full ten (10%) percent of ownership stock is issued on September 1, 1987. It is understood that Mary Godwin must work or provide a service for the full five (5) years, beginning September 3, 1982, to achieve her full percentage of ownership of stock without the payment of additional money for such stock. In the event that prior to the expiration of the five (5) year period, if Mary Godwin resigns, dies or is fired by the Management, the then unearned shares will remain in the name of Louise Forster as sole owner. However, Mary Godwin reserves the right to purchase her then unearned stock at fair market value determined by an appraisal.

4. That Stephen A. Minall shall be entitled to six (6%) percent of the authorized capital of said Corporation, as herein after provided, in consideration for his restaurant experience and working as general manager for the Corporation.

5. That each of the above three (3) referenced owners/operators and/or shareholders of Goodpastures, Inc. shall own full percentage of stock issued this day, _____, 1982, achieving their full percentage of ownership of stock without the payment of additional money for such stock. It is hereby understood that in the event of Stephen A. Minall's death or resignation, his six (6%) percent stock share shall be solely purchased by Winston A. Goodpasture at its net worth, paid to Stephen A. Minall, his assigns or personal representatives, it being purchased over a 24 month period by Winston A. Goodpasture, if necessary. It is hereby understood that in the event of Mary Godwin's death or resignation, her then earned or unearned shares of stock shall be solely purchased by Louise Forster at its net worth, paid to Mary Godwin, her

assigns or personal representatives, it being purchased over a 24 month period. Furthermore, in the event any other remaining owner/operator and/or shareholder dies, then the said owner/operator and or shareholder or his assigns or personal representatives shall receive the appraised value of said stock, it being purchased over a 24 month period by the Corporation. On securing that stock purchase, the Corporation shall retire that stock from the record and stockholder's agreements.

6. In the event of being voted out by the remaining shareholders or death of the shareholder, this shall not affect his or her percentage of ownership or value of said percentage in the Corporation.

7. That beginning on September 1, 1982, the owner/operators and/or shareholders shall be entitled to one hundred (100%) percent of his/her percentage in the Corporation. That the above percentages between the three owners/operators and/or shareholders shall not apply to said endeavors beyond the Airport Quality Inn in Grand Junction, Colorado 81501.

8. That the initial operation of Goodpastures, Inc. shall be in the Airport Quality Inn Restaurant located at 733 Horizon Drive, Grand Junction, Mesa County, Colorado 81501. That in the event that Goodpastures, Inc. establishes another restaurant any place within the State of Colorado, then the shareholders, Winston A. Goodpasture, shall retain sixty-nine (69%) percent ownership of said additional restaurants, Louise Forster shall retain twenty-five (25%) percent ownership of additional restaurants and Stephen A. Minall shall retain six (6%) percent ownership of additional restaurants.

9. That in the event Goodpastures, Inc. opens an additional restaurant in the State of Colorado using the Goodpastures, Inc. concept initially begun at the Airport Quality Inn in Grand Junction, then the Airport Quality Inn in Grand Junction may act as a training center for any additional restaurants. In the event that the majority of shareholders of Goodpastures, Inc. are desirous that the owner/operator and/or shareholder, Stephen A. Minall or

Winston Goodpasture desires to work as a general manager in any restaurant other than the Airport Quality Inn in Grand Junction, then the said Stephen A. Minall and Winston Goodpasture will be compensated for his time spent in any additional restaurant, but that his time will be pro-rated and his salary and bonus shall be paid in accordance with the time he spends in any second or other restaurant within the State of Colorado, as well as the time spent in the Airport Quality Inn Restaurant in Grand Junction, Colorado. This same provision shall apply to any other owner/operator and/or shareholder of the Corporation.

10. That monthly salaries shall be determined for Winston A. Goodpasture, Mary Godwin and Stephen A. Minall in accordance with the by-laws and the actions of the stockholders of Goodpastures, Inc. That in addition to said monthly salary, there shall be a quarterly bonus paid to the owners/operators of the Corporation. The bonus shall be determined by stock owned and issued initially on October 1, 1982 and each quarter thereafter after closing of the books of Goodpastures, Inc., and when available, keeping in mind the necessity for working capital. The bonus shall be paid in accordance with ownership of stocks.

11. The then owners/operators and/or shareholders have the sole right to establish the Goodpasture concept for preparation and service of food in any restaurant that is owned or leased or operated under the name of the Corporation. All restaurants opened under the Goodpasture concept in the State of Colorado shall have perpetual rights to the Goodpasture menus and concepts. That Winston A. Goodpasture has a right to copyright the menu, name and the format used by The Corporation either within the State of Colorado, or any other state in which he operates, or with the U. S. Government.

12. That it is understood that as of the preparation of this agreement, Mesa United Bank of Grand Junction, Colorado has granted a \$65,000.00 operating loan secured by an assignment of the restaurant lease and Lot 3, Homestead Subdivision, Mesa County, Colorado (said Lot 3 owned by Louise Forster). In order to protect Louise

Forster's ownership in said Lot 3, Homestead Subdivision, the owners/operators and/or shareholders agree that all stocks and lease shall become the property of Louise Forster in the event of foreclosure by Mesa United Bank. Future loans on purchases in excess of \$3,000.00 shall require Winston A. Goodpasture's and Louise Forster's approval.

13. The aforesaid owners/operators and/or shareholders are equally responsible for the aforesaid loan and any future loans.

14. That this instrument is meant to enlarge and explain the further relationship between the shareholders of the Corporation and is not meant to amend or alter the By-Laws of the Corporation as adopted.

Dated the day and year aforesaid.

Winston A. Goodpasture
Winston A. Goodpasture

Louise Forster
Louise Forster

Stephen A. Minall
Stephen A. Minall

Mary Godwin
Mary Godwin

STATE OF COLORADO)
COUNTY OF MESA) ss.

Subscribed and sworn to before me this 2nd day of September, 1982 by Winston A. Goodpasture, Louise Forster, Stephen A. Minall and Mary Godwin.

Lawrence Troutman
Notary Public

Witness my hand and official seal.

My commission expires: June 13, 1984

RESTAURANT LEASE

THIS LEASE is entered into on April _____, 1982, by and between the Landlord and the Tenant hereinafter named.

ARTICLE I

Definitions and Contract Basic Provisions

1.1 (a) "Landlord": Airport Inn - Grand Junction, a Colorado Partnership, sometimes known as the Airport Quality Inn - Grand Junction.

(b) Landlord's Address: 733 Horizon Drive, Grand Junction, Colorado, 81501.

(c) "Tenant": Goodpastures, Inc., a Colorado Corporation.

(d) Tenant's Address: 733 Horizon Drive, Grand Junction, Colorado, 81501.

(e) "Demised Premises": The restaurant area of the Airport "Quality" Inn located at 733 Horizon Drive, Grand Junction, Colorado, 81501, a restaurant approximately 3,000 square feet in area (outlined in red on Exhibit "A" attached hereto and made a part hereof) measured to the exterior outside walls and to the center of the interior walls, and premises being known as 733 Horizon Drive, Grand Junction, Colorado, together with an office for manager, plus the public waiting area in the lobby (which both Tenant and Landlord will agree to share together) plus public restrooms in the lobby as well as those adjacent to the restaurant, plus the covered area by the swimming pool so that the Tenant may serve food in said area and cater parties in said area (it understood that both Tenant and Landlord will have joint use of said area).

(f) Lease Term: Commencing on the day that the restaurant is given a Certificate of Occupancy by the Mesa County and City of Grand Junction Development Department and Mesa County Health Department continuing for an initial period of five years with Tenant having the right of two - five year options to extend said lease period. The actual date that the lease begins will be established by a letter of occupancy to the Tenant and said date will be recorded by a separate instrument in writing attached to this lease as Exhibit "B".

(g) Minimum Guaranteed Rental: \$3,000.00 per month with the first and the last two months rent paid in advance for a total of \$9,000.00 rent to be paid at the time of the commencement of the term of this lease.

(h) Percentage Rental Rate: In addition to the minimum guaranteed rental of \$3,000.00, Tenant shall pay to the Landlord five (5%) percent of all gross revenues earned by the Tenant in excess of \$650,000.00. In the event that

the Tenant exercises its first five year option of extending the lease, said percentage rental rate shall be at six (6%) percent of all sales in excess of \$650,000.00. In the event that the Tenant extends the option for its second five year extension, Tenant agrees to pay an additional percentage rental rate of seven (7%) percent above all sales in excess of \$650,000.00.

(i) Common Area Rental Charge: There shall be no charge for common areas for the waiting room in the lobby of the landlord's motel, nor shall there be any additional rental charge for the common areas of the public restrooms in the lobby or adjacent to the restaurant, nor for the manager's office, nor for the covered pool area where Tenant may cater parties.

(j) Permitted Use: Authorization of a public restaurant together with catering of private parties, together with the right of tenant to serve meals in the motel of the landlord, if the tenant so desires.

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited to the references thereto and the other provisions of this lease.

ARTICLE II

Granting Clause

In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the demised premises as stated in Section 1.1(e) TO HAVE AND TO HOLD said premises for the lease term specified in Section 1.1(f), all upon the terms and conditions set forth in this lease. Landlord further agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this lease, at all times during the continuance of this lease, have peaceful and quiet possession of the Demised Premises.

ARTICLE III

Construction and Acceptance of Premises

By occupying the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same comply fully with Landlord's covenants and obligations hereunder.

ARTICLE IV

Rent

4.1 Rental shall accrue hereunder from the Commencement Date, and shall be payable to Landlord as specified at his address specified in Section 1.1(b) above.

4.2 Tenant shall pay to the Landlord minimum guaranteed rental in advance monthly installments in the amount specified in Section 1.1(g) above. The first and last two such monthly installments shall be due and payable on or before the Commencement Date. Subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the demised terms; provided that if the Commencement Date is a day other than the first date of a calendar month then there shall be a proration of the first month's rent so that thereafter all guaranteed monthly rental shall be on the first of each month.

4.3 In addition to the monthly rental, Tenant shall also pay to Landlord, for each year during the term of this lease, a percentage rental determined by (1) multiplying the total gross sales made in or from the Demised Premises during the particular calendar year by the percentage rental rate stated in Section 1.1(h) above. The percentage rental shall be paid in a lump sum within 60 days following closing of the calendar year. In the event that gross sales for the first 12 month period do not exceed \$650,000.00, then there shall be no additional percentage rental due from the Tenant to the Landlord. In the event that the Tenant exercises either the first five year option or the second five year option and said gross sales do not exceed \$650,000.00 for each year of the term of each extension, then Tenant shall not be obligated to pay the Landlord any additional percentage rate. However, in the event the Tenant does exercise either the first or second five year options, then a percentage rental rate shall be determined by multiplying those gross sales over \$650,000.00 by the percentages stated in Section 1.1(h) as stated above.

4.4 In order to provide for the three (3) months beyond the calendar year of the initial term, if this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, the percentage rental for such fractional part of a calendar year following the Commencement Date or preceding the termination date, as the case may be, shall be paid at the specified rate of all gross receipts collected during such fractional part of a calendar year.

4.5 The term "gross sales" or "gross receipts", as used herein shall be construed to include the entire amount of the cash sales price. Each sale, upon installment of credit, shall be treated as a sale for the full price in the month during which such sale was paid. Deductions shall be allowed for uncollected or uncollectable accounts. Gross sales shall NOT include, however, these sums collected and paid out for sales or exise tax imposed by any duly constituted governmental authority. Gross sales shall not include amounts returned by suppliers nor the amount of any cash or credit or refund made upon any sale where the item sold, or some part thereof, is thereafter returned by a supplier.

4.6 It is understood that the guaranteed monthly rental is payable on or before the first day of the month (in accordance with Section 4.2 above) and a percentage rental, if any, is payable on or before 60 days following the annual determination of gross sales. In the event any rental is not received within ten (10) days after its due date for any reason whatsoever, it is agreed that the amount thus due shall bear interest at the maximum contractual rate which would legally be charged in the event of a loan of such rental to Tenant in the state where the Demised Premises are located (but in no event to exceed one and one-half (1½%) percent per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the aforesaid due date and terminating with the date of which Tenant makes full payment of all amounts going to Landlord at the time of said payment.

4.7 If tenant fails in two consecutive months to make rental payments within ten (10) days after due, Landlord, may, at its selection, in order to reduce its administrative costs, may require, by giving written notice to Tenant of termination of this lease. All rental payments are to be made on or before the due date.

ARTICLE V

Sales Reports and Records

5.1 On or before the tenth day of each calendar month during the term of this lease, Tenant will prepare and deliver to Landlord at the place where rental is then payable a certified statement of gross sales made during the preceding calendar month. In addition, within 60 days after the expiration of each calendar year and within 60 days after the termination of this lease, if this lease should not be terminated at the end of a calendar year, Tenant shall prepare and deliver to Landlord at the place where rental is then payable a statement of gross receipts or sales during

the preceding calendar year (or partial calendar year), certified to be correct by an independent Certified Public Accountant. All such statements shall be in such form as the Landlord may require.

5.2 Tenant shall keep in the Demised Premises or at some other location in the City where the premises are located, a permanent, accurate set of books and records of all sales of restaurant merchandise and revenue derived from business conducted in the Demised Premises, and all supporting records such as tax reports and banking records. All such books and records shall be retained and preserved for at least 36 months after the end of the calendar year to which they relate and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

5.3 In the event the Landlord is not satisfied with the statements of gross sales submitted by Tenant, Landlord shall have the right to have the auditors make a special audit of all books and records wherever located pertaining to sales made in or from the Demised Premises. If such statements are found to be incorrect to an extent of more than two (2%) percent over the figures submitted by Tenant, Tenant shall pay for such audit. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overage, as the case may be, which is established by such audit.

ARTICLE VI

Common Areas

6.1 The term "common area" is defined for all purposes of this lease as that part of the Airport "Quality" Inn intended for the common use of the motel guests, including among other facilities (as such as may be applicable to the restaurant) a parking area, private streets and alleys, landscaping, curbs, loading area, sidewalk, the lobby waiting room area, and the public restrooms adjacent to the lobby waiting room, and the pool side area, lighting facilities, and any public meeting rooms. Landlord reserves the right to change from time to time the dimensions and locations of the common area. Tenant and its employees and customers shall have a non-exclusive right to use the common areas as constituted from time to time, such use to be in common with Landlord, and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the motel area of the Landlord, or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, and its

customers shall be parked. In this regard, Tenant, shall furnish to Landlord upon request a complete list of license numbers of all automobiles owned by Tenant and its employees. Landlord may designate such parking areas for Tenant and its employees as opposed to parking areas for Tenant's customers. There shall be no charge by the Landlord for any parking areas either for the Tenant, its employees, or their customers.

6.2 Landlord shall be responsible for the operation, management, and maintenance of the common area, the manner of maintenance and the expenditures therefore to be at the sole discretion of Landlord.

ARTICLE VII

Restaurant Equipment Purchase and Use and Care of Premises

7.1 Landlord and Tenant acknowledge that Landlord has entered into a lease-purchase agreement with Colonial-Pacific Leasing Company and Carsons, Inc., 1301 Wazee, Denver, Colorado 80204, for various pieces of restaurant equipment to be paid for at the rate of a security deposit in the amount of \$13,568.31 with the balance payable over 5.5 years at the monthly rate of \$ _____. Landlord shall pay the security deposit of \$13,568.31 in accordance with the agreement between themselves and Carsons, Inc. The 66 monthly payments of \$ _____ shall be paid by the Tenant to the Landlord and such payments will be in addition to all other payments made under this lease. At the end of the 66 month period the equipment shall belong to that of the Landlord. For the duration of the lease the Tenant shall pay for any repair or replacement of this equipment. New equipment purchased during the lease period shall be that equipment purchased other than through the initial lease-purchase agreement with Carsons, Inc. and shall remain that of the Tenant.

7.2 The Demised Premises shall be used only for the purpose or purposes specified in Section 1.1(j) above, specifically for a restaurant purpose, and for no other purposes without the prior written consent of the Landlord. Tenant may use, if it so chooses, in the transaction of the restaurant business in the Demised Premises the trade name, "Airport Quality Inn Restaurant". Tenant shall not at any time leave the Demised Premises vacant, it shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of

sales from the premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the premises open for the public for business with adequate personnel in attendance on all days during the hours (including evenings) established by Tenant from time to time as a restaurant area for the "Airport Quality Inn", and during any other hours when the "Airport Quality Inn" is generally open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance, or governmental regulations.

7.3 Tenant shall not, without Landlord's prior written consent, keep anything within the premises or use the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the "Airport Quality Inn". All property kept, restored or maintained within the premises by Tenant shall be at Tenant's sole risk.

7.4 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall keep the Demised Premises, manager's office and loading areas adjacent to the premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage. Tenant shall maintain grease traps regularly and shall not permit any objectionable or unpleasant odors to emanate from the premises, nor place or permit any radio, television, loud speaker or amplifier on the Demised Premises which might be heard outside or any place that might be objectionable to occupants of the motel rooms.

7.5 Landlord shall be responsible for all plumbing and wiring in the building occupied by the Landlord and Tenant. In the event of any modification of the interior of the Demised Premises that calls for changing of wiring or plumbing or removal or addition of fixtures, the Tenant shall first consult in writing the proposed plans and get written approval for any said modifications. Landlord shall bring up-to-date all restrooms used by Tenant's customers and see to it that said restrooms are in accordance with local plumbing codes and ordinances. Landlord shall provide adequate air conditioning and heating and air exchange for exhaust in kitchens. It shall be the Landlord's obligation to see that the equipment purchased from Carson's Inc. is properly installed in the Demised Premises and to complete the kitchen for restaurant use.

ARTICLE VIII

Maintenance and Repair of Premises

8.1 Landlord shall keep the foundation, exterior walls and roof of the Demised Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees or customers. In the event that the Demised Premises shall become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make such repairs until a reasonable time shall have elapsed after receipt of Landlord of such written notice.

8.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its own cost and expense keep the premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements including replacement of cracked or broken glass. Tenant shall, at its own option, have the right to repair and replace such carpeting as is so desirous and such interior decorating as is so desirous at its own expense. Without limiting the coverage of the previous sentence, it is understood that Landlord's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing, and other electrical, mechanical and electromotive installation, and shall also provide all utility repairs and ducts, conduits, pipes and wiring and any sewer stoppage located in, under and above the Demised Premises. If any repairs required to be made by Landlord hereunder are not made within ten (10) days after written notice delivered to Landlord by Tenant, Tenant may, at its own option, make such repairs without liability to Landlord for any loss or damage which may result to its business by reason of such repairs; and Landlord shall pay to Tenant upon demand as additional rent thereunder, the cost of such repairs plus interest at the maximum contractual rates which would legally be charged in the event of a loan for such to Landlord but not to exceed one and one-half (1½%) percent per month. At the expiration of the lease Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear and losses required and restored by Landlord.

ARTICLE IX

Alterations

9.1 Tenant shall not make any alterations, additions or improvements, to the Demised Premises without the prior written consent of Landlord, except for the installation of

unattached, moveable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. All alterations, additions, improvements and fixtures (other than Tenant's unattached and readily removable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the premises to its original condition at Tenant's expense.

9.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction and progress and with the transaction of business in the Landlord's motel. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work.

ARTICLE X

Landlord's Right of Access

Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspecting the same, or making repairs to the Demised Premises, or making repairs, alterations or additions to adjacent premises or showing the Demised Premises to prospective purchasers, lessees or lenders.

ARTICLE XI

Signs

Landlord shall allow the Tenant to place the restaurant sign above the marquee of the building as well as on the plain brick wall of the restaurant if it so desires. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the rules and regulations laid down by the County of Mesa and City of Grand Junction Planning Department. Said signs shall also be subject to the prior written approval of the Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times.

ARTICLE XII

Utilities

12.1 Landlord agrees to cause to be provided and maintained the necessary means, conduits and other facilities

necessary to supply water, gas, electricity, telephone service and sewerage services to the Demised Premises.

12.2 Tenant shall promptly pay for charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. HOWEVER, Tenant's portion of all utilities shall be prorated based on the seating capacity of the restaurant over a 30 day period which is the occupancy of the motel over the 30 day period. Said formula is further described as follows: _____

12.3 Landlord shall not be liable for any interruption whatsoever in any utility services not furnished by them, nor for interruptions in utility services furnished by them which are due to fire, accident, strikes, acts of God, or other causes beyond the control of Landlord, when ordered to make alterations and repairs or improvements.

ARTICLE XIII

Indemnity and Public Liability Insurance

Tenant hereby agrees to indemnify the Landlord against and to hold the Landlord harmless from any and all claims and demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon, or about said Demised Premises, or the common area of this lease or any extension hereof. The Tenant agrees to take out and maintain with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Demised Premises, with liability limits of \$1,000,000.00 property damage and \$1,000,000.00 personal injury. The Landlord shall be named as co-insured on all policies and shall be entitled to a certificate of the insurer showing said copies to be in effect.

ARTICLE XIV

Assignment and Subletting

Tenant shall have the right to assign this lease or any interest therein or sublet or underlet the said premises or any part thereof or any right or privilege appurtenant thereto, or permit the occupancy or use of any part hereof by any other person with the written consent of the Landlord first being obtained. Consent to assignment shall not be unreasonably withheld by the Landlord.

ARTICLE XV

Taxes

15.1 Landlord shall be liable for all taxes levied against personal property and trade fixtures placed by Landlord in the Demised Premises.

15.2 Landlord shall pay or cause to be paid all general real estate taxes, general and special assessments and other governmental charges levied against the Airport "Quality" Inn - Grand Junction for each real estate tax year or any portion thereof.

ARTICLE XVI

Default

16.1 This lease is made upon the express condition that if the Tenant fails to pay the rental hereunder or any part hereof after the same shall become due, and such failure shall continue for a period of 60 days after written notice thereof from the Landlord to the Tenant, or if the Tenant fails to or neglects to perform, meet or observe any of the Tenant's other obligations hereunder and such failure or neglect shall continue for a period of 60 days after written notice thereof from the Landlord to the Tenant, then the Landlord at any time thereafter, by written notice to the Tenant, may fully declare the termination hereof and the undersaid premises and any part thereof, and by due process of law, shall expel, remove and put out the Tenant or any person or persons occupying said premises.

16.2 Notwithstanding any other provisions of this lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonable be accomplished within the time otherwise permitted herein, and where the Tenant has commenced upon the said work of curing said default and is diligently pursuing same, then the Tenant shall be entitled to reasonable time extensions to complete the completion of said work by curing said default, as a condition precedent to any re-entry by the Landlord or termination of this lease by the Landlord, and any defect that is cured shall not thereafter be grounds for re-entry or termination.

ARTICLE XVII

Holding Over

In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a Tenant from month to month.

ARTICLE XVIII

Notices

Whenever any notices required or permitted hereunder said notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee, or, if earlier and regardless of whether actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses outlined in Section 1.1 above, or at any such addresses as they may have tofore specified by written notice.

ARTICLE XIX

Laws and Regulations

Tenant, at his own cost and expense, shall comply with all laws, rules and orders of all federal, state, municipal and local governments or departments, which may be applicable to the Demised Premises and shall likewise promptly comply with the requirements of any board of fire - underwriters concerning the premises.

ARTICLE XX

Miscellaneous

(a) The paragraph captions in this lease or for convenience only and shall not in anywise limit or be deemed to construe or interrupt the terms and provisions hereunder.

(b) Time is of the essence of this lease and all provisions hereof, except in respect to the delivery of possession of the Demised Premises at the commencement of the term hereof.

(c) The lease shall be construed and enforced in accordance with the laws in the State of Colorado.

(d) Any addendum or amendments to this lease, including but not limited to the letter affixing the terms of this lease, must be signed by the President of the Tenant's Board of Directors and attested to by the Secretary.

(e) Wherever herein the singular number is used, the same shall include the plural and words of any gender shall include each other's gender.

(f) The terms, provisions and covenants contained in this lease shall apply to, inure to the benefits of and the binding upon the parties hereto and their respective heirs, successors and interests, and legal representatives, except as otherwise herein expressly provided.

such change, modification or termination is sought.

Executed as of the date hereinabove stated.

LANDLORD: AIRPORT QUALITY INN - GRAND
JUNCTION, A PARTNERSHIP

Louise Forster
GENERAL PARTNER

Richard G. Risking
GENERAL PARTNER

Hugh Temple
GENERAL PARTNER

John O. Lehman
GENERAL PARTNER

TENANT: *Mary M. Adair*
GOODPASTURES, INC., A COLORADO
CORPORATION

Winston A. Goodpasture
WINSTON A. GOODPASTURE, PRESIDENT

ATTEST:

Louise Forster
LOUISE FORSTER, SECRETARY

The undersigned WINSTON A. GOODPASTURE, and LOUISE FORSTER, in consideration of the covenants to be performed in this Lease Agreement by Landlord and as further inducement for Landlord to enter into this Lease Agreement hereby unconditionally guarantees each and every obligation to be performed by Tenant pursuant to the terms of this Restaurant Lease.

Winston A. Goodpasture
WINSTON A. GOODPASTURE,
Individually

Louise Forster
LOUISE FORSTER, Individually

GROUND LEASE

This Ground Lease is made February 28, 1982, between A.L. PARTEE, surviving general partner of Partee Homes, a partnership, herein called "Lessor" and FEATHER PETROLEUM COMPANY, a Colorado corporation, herein called "Lessee",

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor the premises described as Parcel 2 on Exhibit "A" attached hereto. Parcel 2 is adjoined by Parcel 1 and, contemporaneously herewith, Lessor has leased said Parcel 1 to a partnership known as The Airport Inn-Grand Junction, herein called "The Airport Inn." Parcel 2 is improved with an existing Phillips 66 service station facility located thereon and has access to Horizon Drive on the southeast. Parcel 1 is unimproved, lies to the northwest of Parcel 2 and is not accessible to Horizon Drive except across Parcel 2 and,

WHEREAS, the premises are currently encumbered by a lease agreement dated May 21, 1964 by and between Lessor and Phillips Petroleum Company, which lease was subsequently assigned to Lessee and,

WHEREAS, The Airport Inn plans to construct approximately ⁵⁶~~42~~ motel units on Parcel 1, which units shall become part of the main Airport Inn facility recently constructed on property adjoining both parcels to the north and,

WHEREAS, Lessee intends to demolish the existing service station facility on Parcel 2 and construct a new service station facility which will include a convenience market. Additionally, the Airport Inn plans to utilize certain portions of Parcel 2 for ingress and egress to Horizon Drive and for parking for approximately 21 automobiles.

NOW, THEREFORE, This Agreement:

1. GRANTING: Lessor leases to Lessee and Lessee hires from Lessor, the premises described as Parcel 2 on said

REVIEW SHEET SUMMARY

FILE NO. 17-83 TITLE HEADING Conditional Use DUE DATE 4/14/83

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: Airport Quality Inn. Location: 733 Horizon Drive. A request for a conditional sue for a beer and wine license on approximately .07 acre in a highway-oriented zone. Consideration of a conditional use.

PETITIONER ADDRESS 733 Horizon Drive

ENGINEER _____

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
4/15/83	Planning Staff	This department has no objections to the conditional use request for a liquor license as long as all other review agency comments are resolved. It should be noted however, that the Quality Inn still has some site improvements to fulfill, namely restructuring and providing the parking along the south side. This may or may not affect the conditional use, but those improvements should be completed as soon as possible. They are tied to the expanded facility and may be necessary to accommodate the additional need in the future. Any modification or expansion other than that approved will require a re-review by this office. A time-frame on the improvements would be helpful.

Copy of comments: site plan picked up by Winston Goodpastor - 4-22-83. (Did not receive via mail.)

- Advised of Monday a.m. response deadline.

GJPC MINUTES, 4/26/83

MOTION: (COMMISSIONER LITTLE) "MR. CHAIRMAN, I MOVE ITEM #17-83, CONDITIONAL USE, BEER AND WINE LICENSE FOR AIRPORT QUALITY INN, BE TABLED UNTIL WE HEAR FROM THE PETITIONERS." COMMISSIONER QUIMBY SECONDED THE MOTION AND SUGGESTED THAT PLANNING STAFF NOTIFY THE PETITIONERS THAT NO ONE WAS PRESENT AND SEE IF THEY WANT TO RESCHEDULE FOR THE NEXT HEARING. CHAIRMAN TRANSMER REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED, 5-0.

GJPC MINUTES, 5/31/83

MOTION: (COMMISSIONER DUNIVENT) "MR. CHAIRMAN, ON ITEM #17-83, CONDITIONAL USE, BEER AND WINE LICENSE FOR THE AIRPORT QUALITY INN, I MOVE WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL." COMMISSIONER LITTLE SECONDED THE MOTION. COMMISSIONER RINKER MOVED TO AMEND THE MOTION BY ADDING: "SUBJECT TO THE PETITIONER BLACK-TOPPING THE MINIMUM OF 162 PARKING SPACES BY OCTOBER 1, 1983." THE COMMISSIONERS DISCUSSED THE MOTION AND AGREED TO ADD THE AMENDMENT. CHAIRMAN TRANSMER REPEATED THE MOTION, INCLUDED THE CONTINGENCY, AND CALLED FOR A VOTE. THE MOTION CARRIED BY A VOTE OF 5-1 (COMMISSIONER O'DWYER VOTED AGAINST THE REQUEST).

Application sheet

Acres 2900^{sq}

File No. # 17-83

Units .02ac

conditional use

Zone HO

Density /

Tax Parcel Number

Activity Conditional Use - Hotel-Restaurant & Beer & Wine License

Phase

Common Location 733 Horizon Dr.

5/20, called 5/17

Date Submitted 3/31/83 Date Mailed Out 4/4/83 Date Posted 4/15/83
10 day Review Period Return by 4/14/83 MDC Information Sent X
called 4/19, dont need

Date Adjacent Property Owners Notified of MDC/GJPC Date Adjacent Property Owners Notified of MDC/CIC

review agencies

Grid table with columns A-Z and rows for various agencies like Development Dept, County Road, County Health, etc.

totals

BOARDS

GWPC DATE 4-26-83

Petition tabled due to petitioners not present. Clerk office notified. Public hearing CIC will be May 4; however the decision will be delayed until the meeting the first week in June

GWPC 5-31-83

Approval recommendation contingent upon total of 162 spaces paved within 90 days from July 1, 1983 (October 1, 1983)

STAFF

CIC 6-1-83

Approval decision - contingent upon 162 parking spaces paved within 90 days from July 1, 1983 (Oct 1, 1983)

\$26500 of submitted

Open Space Dedication (acreage) \$10.00 Fee Required \$ Paid Receipt #
Recording Fee Required \$ Paid (Date) Date Recorded Date Resolution Mailed

City County Development Department



CITY - COUNTY PLANNING

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

(303) 244-1628

April 27, 1983

Mr. Winston Goodpasture
c/o Goodpastures Restaurant
733 Horizon Drive
Grand Junction, CO 81501

Dear Mr. Goodpasture:

In reference to our telephone conversation of this morning, April 27, concerning your request for a Conditional Use - Beer and Wine License, the Grand Junction Planning Commission took the following action:

The request was tabled due to the fact that no petitioner or their representative was present at the GJPC Public Hearing, April 26, 1983. This action is in accordance with the adopted bylaws of the Planning Commission. Reference to appearance by the petitioner or representative of the petitioner is contained within the Conditional Use application and also on the Public Hearing agenda.

The new timetable for your request is as follows: This is a two-part process, i.e., license and Conditional Use.

May 4, 1983 - Grand Junction City Council Public Hearing. The City Council will consider the license aspect only of your request at the public hearing. However, they will not make the final decision until after the Planning Commission reviews and approves the Conditional Use aspect of the request.

May 31, 1983 - Grand Junction Planning Commission Public Hearing. At this meeting, the Commission will consider the Conditional Use aspect of your petition. We currently have your response to various planning staff concerns in file. The GJPC does need your clarification of some concerns.

June 1, 1983 - Grand Junction City Council Public Hearing. The City Council will make the final decision on your petition for both the liquor license and Conditional Use after reviewing action by the Planning Commission.

The petitioner's presence or the presence of a representative for the petitioner is required at all hearings for the process to be completed in a timely manner. I have enclosed a copy of the Order of Hearing followed by the Planning Commission. A similar order is followed by City Council as well. All hearings are at 7:30 p.m. unless otherwise posted.

Due to the fact that your request must be re-advertised by the city, there will be a \$10.00 fee charged. The Planning Department will contact you concerning re-posting the sign notifying the public of your intent prior to the Planning Commission Public Hearing.

If you should have any questions in regards to your petition or the process involved, please contact me at 244-1628.

We regret any misinformation or misunderstanding that has occurred. We hope that any inconvenience to you or to the restaurant's operation is minimal.

Sincerely,

Janet C. - Stephens

Janet C. - Stephens
City Planning Staff

JCS:sw

Enc.

xc: Stephen Minall
Louise Forster

P.S. The \$10.00 re-ad fee must be in to the Planning Department by or before May 15, 1983.



ORDER
of
HEARING

- A) Chair reads agenda item and asks if the petitioner or representative is present. If the petitioner or representative is present, Chair opens the hearing.
- B) Petitioner presents the proposal. The presentation should generally include:
- (1) Orientation and location of the proposal.
 - (2) Brief overview of the nature of the proposal.
 - (3) Size of the project and proposed density.
 - (4) Proposed development schedule of project start and finish.
- C) Commission Members may question the petitioner to clarify any items in the presentation.
- D) Planning Staff presents review and staff comments which have not been resolved.
- E) Chair asks for comments from the audience in favor of the proposal.
- (1) Chair should attempt to discourage lengthy repetitive testimony or debate.
 - (2) Public testimony and documents (petitions, exhibits, etc.) presented should be entered into the record.
 - (3) Commission members may question proponents.
- F) Chair asks for comments against the proposal.
- (1) Chair should attempt to discourage lengthy repetitive testimony or debate.
 - (2) Public testimony and documents (petitions, exhibits, etc.) presented should be entered into the record.
 - (3) Commission members may question opponents.
- G) Petitioner gives final response/summary/rebuttal. Commission members may question petitioner on points brought up by review comment, proponents or opponents.
- H) Planning Staff gives final recommendation.
- I) Chair closes public hearing and asks for Commission discussion, motion, second, and vote.



GRAND
JUNCTION
planning