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File 1985-0025

Project Name CH Four Commercial Park - Rezone & Subdivide

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>			
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<b>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</b>					
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X	X	Ordinance No. 2245 - **	X	Letter from Karl Metzner to Mike Long re: covenants - 4/17/92	
X	X	Covenants	X	Certification of Plat - 9/10/86	
X		Easement between Walker Field Airport Authority Bruce Currier and Wilma Currier - 8/27/85	X	X	Appraisal of land - 9/3/85
X	X	Letter fro Don Newton to Kent Harbert re: Reconsideration of street plan- 9/20/85	X	Letter from Thomas Daly to Gregg Cranston re: Permit hold for open space fee- 9/23/98	
X		Building Permit Guarantee	X	Letter from Katherine Portner to Greg Cranston re: open space fee no longer collects these fees - 9/29/98	
X	X	Signed document by Bruce and Wilma Currier agreeing open space fee will be paid - 9/10/86	X	X	Memo From Kathy Portner to John S. re: CUP and parks fee- 9/25/98
X		Handwritten notes to file - no date	X	X	Letter from John Shaver to Kathy Portner re: CUP and parks fee- 9/25/98
X		Development Application - 8/27/85			
X	X	Improvements Agreement and Release of Imp. - ** - 1/6/88			
X		Request for Treasurer's Certificate of Taxes Due			

TREECE LAND SALES, LTD.  
RANCH-COMMERCIAL  
770 HORIZON DRIVE  
GRAND JUNCTION, COLORADO 81501

JACK TREECE

TELEPHONE  
303-243-4170

NARRATIVE OF THE REZONING OF ABOUT 40 ACRES AND  
REVISED DEVELOPMENT PLAN FOR AN APPROXIMATE 25  
ACRE PARCEL OF LAND WHICH WILL BE THE REMAINDER  
OF THE UNPLATTED PORTION OF CH FOUR COMMERCIAL  
PARK

GENERAL DESCRIPTION OF PROJECT

CH Four Commercial Park lies within the City of Grand Junction and currently contains four platted lots of 5.5, 7.1, 16.5 and 13.4 acres each. The remainder of the Commercial Park is unplatted. This project involves creation of new lots and an additional street. The proposed street, to be called "Sundstrand Court" will extend from Hilaria Avenue, ending in a cul-de-sac to serve the south part of the project.

ZONING - REZONE HO TO PC

Lots 1 and 2, Filing 1 of CH Four Commercial Park are zoned "Highway Oriented." Lots 1 and 2, Filing 2 of CH Four Commercial Park are zoned "Planned Commercial." The current permitted uses for Lots 1 and 2, Filing 1 are as outlined under the Grand Junction Zoning and Development Code for HO zoning. The permitted uses acquired through the rezone application for Lots 1 and 2, Filing 2, requesting a rezone from Highway Oriented to Planned Commercial were as follows:

1. Offices including Professional, Medical, Government Offices (and typical "paper handling" operations).
2. Electronic Parts Storage and Bulk Wholesaling (inside)
3. Electronic Parts and Products Fabrication Manufacture, Assembly, Storage, Maintenance and Repair (inside)
4. Synthetics and Plastics Fabrication, Manufacturing and Storage (inside)
5. Machine Shop(s) (inside)
6. Aircraft and Precision Parts Manufacturing (inside)

Original  
Do NOT Remove  
From Office

#25 85

7. "High-Tec" Industry and Related Uses (inside)
8. Research and Research Laboratory and Testing Facilities (inside)
9. Parking Lot(s)
10. Other similiar uses as approved by the Grand Junction Planning Commission

Manufacture and storage of flammable materials must obtain approval of the Grand Junction Fire Department and must meet current Uniform Building Code, as adopted.

It is requested that Filing 1 and this Filing 3 zoning be changed to Planned Commercial and that the above uses for Filing 2 be allowed for all three filings, plus the following uses:

1. Bus and Commuter Stops
2. Helipads
3. Parks, Lakes and Reservoirs
4. Service Business Limited (inside) - includes Financial Institutions, Neighborhood Service Offices, and Professional/Government Offices
5. Service Business, Personal (inside) - includes Barber Shops, Beauty Shops, Pharmacies, and Similar Uses
6. Hotels
7. Cafes
8. Restaurants and Cafeterias
9. Retail Business - Limited (inside)
10. Wholesale Business - not including "mini-storage" buildings

#### DRAINAGE

Runoff from the airport will be handled by a swale constructed along the east side of Sundstrand Way, running from H Road to Sundstrand Court, under Hilaria Avenue and to a detention pond with about 1/2 acre surface area. The overflow from the detention pond will proceed down a ditch along the Highline Canal, under Horizon Drive and into the drain pipe that crosses under the Highline Canal. Drainage within the CH Four Commercial Park will feed into this drainage system.

### SEWAGE FACILITIES

Sewage will be disposed of by connecting this project to a 8" sewer line located on the north side of the Highline Canal. This 8" line will then convey sewage to a line in Horizon Drive.

### WATER SUPPLY AND FIRE PROTECTION

A 12" Ute Water line is located on the Northwest side of Horizon Drive and it will be extended along Hilaria Avenue to the project site. This water line has 65-75 lbs. of pressure and also has more than enough volume to serve the fire protection and manufacturing process needs of this project. Another Ute Water line exists in H Road and this 18" line has the potential to provide the future end connection for a loop line from the extension of the 12" line in Horizon Drive. Water line extension will include placement of fire hydrants at approximately 300 foot intervals.

### SOLID WASTE DISPOSAL

Solid waste will be contained within dumpsters that will be visually screened. Solid waste will either be hauled away by contract with a private hauler or will be hauled away by City trash collection crews.

### SCHEDULE OF DEVELOPMENT

The developer is about to complete the construction of Sundstrand Way and the extension of Hilaria Avenue which will include all utilities, drainage, and street lightling. Landscaping will be completed by the spring of 1986. Sundstrand Court will be constructed when lots are sold or developed in that area and, utilities, etc. will be extended at that time.

### DESIGN GUIDELINES AND COVENANTS

Quality building and site development controls, guidelines and covenants are currently in effect in CH Four Commercial Park. Information about these controls and covenants are contained within a copy on file at the Grand Junction Planning Department. The design guidelines and controls within this document embody the majority of the Site Planning and Design Requirements provided within Chapter Seven (Planned Development) of the Grand Junction Zoning and Development Code. Specific requirements of the Zoning and Development Code that will be complied with that may not be shown on the site plan include: bicycle and vehicle parking, buffering and screening, landscaping, site lighting and signage.

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BUILDING CHARACTER AND SIGNAGE

The character of the building and the signage will be as shown on the examples of other buildings the manufacturer has built and occupied. These examples are shown on the following page.

Please contact Jack Treece at 243-4170 if you have questions about this project.

**VI. Covenants**

25-85

JUL 2 1981

RECORDED AT 4:25 O'CLOCK P.M.

RECEPTION NO. 1261899 EARL S. [unclear], RECORDER

MESA COUNTY, GRAND JUNCTION, COLORADO  
CONDITIONS, COVENANTS AND RESTRICTIONS  
AFFECTING THE PROPERTY OF BRUCE C. CURRIER AND WILMA M. CURRIER

THIS DECLARATION, made 1<sup>ST</sup> day of JULY, A.D. 1981, by Bruce C. Currier and Wilma M. Currier hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Section 1 of this declaration, and is desirous of subjecting said real property to the Conditions, Covenants, and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Section 1 hereof is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Conditions, Covenants, and Restrictions (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

SECTION 1: PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in the County of Mesa, Colorado, in the City of Grand Junction, and is more particularly described as follows, to-wit:

Lot 1 and Lot 2, CH Four Commercial Park,  
Filing No. 1

all of which real property is hereinafter referred to collectively as CH 4 Commercial Park, or simply "the Development".

Any owner or owners of land which adjoins the land subject to these Covenants may apply to the Design Review Committee of CH 4 Commercial Park to have said adjoining land made subject hereto. With the written approval of said Committee to the inclusion of such adjoining land within the system of these Covenants, the owner or owners thereof may make such land subject hereto by executing an instrument in writing applying these Covenants to such adjoining land, and by recording the same in the real property records of Mesa County, Colorado. Upon such recordation, these Covenants shall run with the land already subject hereto and with such adjoining land as if said Covenants had always applied to all of said land from the inception of these Covenants, and shall inure to the benefit of and be binding upon the owners of all of such land, the Declarant and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns.

Any owner wishing to make adjoining land subject to these Covenants, subject, however, to exceptions or modifications, may do so by following the procedures provided above and by having such Covenants, containing such exceptions or modifications, approved by the Design Review Committee in writing prior to recordation.

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

#### SECTION 2: GENERAL PURPOSES OF THIS DECLARATION

The real property in Section 1 hereof is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvement of every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and



adequate free spaces between structures; and in general to provide adequately for highest type and quality of improvement in the Development; and to insure desired high standards of maintenance and operation of individual facilities which will in turn benefit all owners of property by maintaining and promoting the desired character of the entire development complex and convenience to all residents.

### SECTION 3: DEFINITIONS

Definitions for terminology included in these Covenants shall be as specified in the Municipal Code of the City of Grand Junction, Colorado, as the same may be amended from time to time. In addition, the following definitions shall apply to the CH 4 Commercial Park:

**Design Review Committee:** A special committee established for the purpose of reviewing and approving all improvements on individual lots within CH 4 Commercial Park.

**Improvements:** Structures and construction of any kind, above or below ground, such as, but not limited to: buildings; parking and loading areas; driveways and walkways; fences, earthwork and drainageways, plantings; and utilities (sewer, water, gas, electric, and telephone distribution).

**Usable Open Space:** Usable open space is landscaped area, including required yard setbacks, which is free of buildings, parking, and other substantial improvements.

The following examples are given to illustrate, additionally, what may be counted as usable open space within this definition:

1. Outdoor swimming pools and hard-surface recreation areas.
2. Pedestrian ways and plazas oriented to and open to the view and use of the public.

The following examples are given to illustrate what may not be counted as usable open space within this definition:

1. Public or private rights-of-way for streets or drives.
2. Roofs not developed as plazas (above).
3. Open parking areas and entry drives.
4. Slopes in excess of 3:1 slope.

The Design Review Committee shall make the final determination as to whether specific elements are or are not to be included within the definition of usable open space.

#### SECTION 4: GENERAL RESTRICTIONS

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#### 1. Use of Property

All site improvements within CH 4 Commercial Park will be subject to the Municipal Code of the City of Grand Junction as it may be amended from time to time.

##### Permitted Uses

All uses included within and defined by the City's HO zoning category as it may be amended from time to time will be permitted in the CH 4 Office Park except the following:

- Community Facilities, open area - consists of publicly-owned and operated facilities such as a cemetery, park, lake, golf course and other public recreation area.
- Community Facilities, non-commercial - consists of place of worship, parochial schools, kindergarten, public museum, art centers, and library, publicly-owned recreation structures, community building.
- Community Facilities, commercial - Consists of transportation terminal, railroad station, airport passenger station, funeral home, mortuary, private school, private college, childrens' dancing studio, music school.
- Amusement business, inside (when not accessory to permitted use) - consists of bowling alleys, dance studio or hall, pool hall, recreation hall, night club, theatre, skating rink, enclosed swimming pool privately-owned and operated.
- Amusement business, outside (when not accessory to permitted use)- consists of open land or lot for amusement enterprises such as childrens' play park, drive-in theatre, golf-driving range, miniature golf course, outdoor swimming pool.
- Gasoline Service Stations (when not accessory to permitted use) - consists of buildings and surfaced area where automotive vehicles may be refueled and serviced.
- Automotive Maintenance Business (when not accessory to permitted use) - consists of buildings and service areas for repairing and maintaining automotive vehicles and equipment, including automobile repair shops, mechanical car wash, and tire recapping and storage.
- Retail Business, unlimited, outside - consists of open land or lot for displaying, storing, selling, minor repairing and buying of new or used but operable autos, trucks, boats and boating equipment, mobile homes, camp trailers, nursery stock and gardening supplies.

- Repair Shops (when not accessory to permitted use) - consists of buildings and equipment for the repair and servicing of buildings, appliances and equipment, including plumbing, locksmithing, cabinet making, electrical repairs, sheet metal work, canvas products, fabrication and sales, upholstery shops.
- Used Goods Business - consists of buildings for displaying and selling goods which have been used and are sold as such, including pawn shops and second hand stores and antique shops.
- Service Business, Unlimited - consists of animal hospitals, kennels, auction houses, sleeping bag manufacture, frozen food lockers, glass fabrication and installation, commercial laundries, public garages, bus and taxi service building, truck terminal, roofing shops, sign painting shops, carpet cleaning establishments, and commercial meat processing establishments.

Amendments to the City's HO zoning ordinance may require revisions of the above categories, definitions, and examples of uses to remain consistent with the zoning ordinance. However, the ongoing intent of the Development shall be to allow high-quality professional office and office/warehouse uses, and to exclude those commercial and business uses which have the potential for incompatibility with a quality commercial park development. It shall be the final responsibility of the Design Review Committee to determine the acceptability of a particular use within the Development. Such determination shall be based upon the Committee's review procedure as defined in the "CH Four Design Guidelines".

## 2. Lot Bulk Requirements

The following limiting dimensional standards are to be applied within the CH Four Commercial Park over and above the base standards and procedures as set forth by the Grand Junction HO zoning ordinance as it may be amended from time to time. It shall be the final responsibility of the Design Review Committee to interpret these standards, in conformance with the Grand Junction HO zoning ordinance.

- A. Minimum lot frontage: 100' on a public street
- B. Minimum lot area: one acre
- C. Minimum usable open space: 20%
- D. Maximum building height: 65'
- E. Street setback: No less than 25' minimum from the property line.
- F. Minimum interior side yard setback: 15'
- G. Minimum rear yard setback: 15'

All portions of the required setback from a street shall be used only as a landscaped planting area or for building identification signage as approved by the Design Review Committee. No automobile parking or building construction shall be allowed in the required setback.

### 3. Parking and Loading

Off-street parking and loading requirements shall be provided, at a minimum, to satisfy the requirements of the Grand Junction HO zone district, as it may be amended from time to time. In addition, the Design Guidelines administered by the Design Review Committee will be used to evaluate and approve the design of all parking and loading areas on each site.

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

### 4. Landscaping

Building sites shall be landscaped in accordance with a plan reviewed and approved by the Design Review Committee. Such landscaping shall include irrigation, grasses, shrubs, trees, earthwork, site furniture and other customary landscape design over the entire site. The DRC will evaluate proposed landscape plans against the "CH 4 Commercial Park Design Guidelines". The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include

No permanent elevated tanks of any kind shall be erected, placed, or permitted upon any part of said property. Any permanent tanks to be used in connection with any use on any lot, including tanks for the storage of gas, oil, or water must be below ground. All types of refrigerating, cooling or heating apparatus must be concealed from public view. Temporary propane tanks, installed prior to natural gas hookup and permanent service, may be installed upon approval of declarant and must be concealed by natural screening or fencing approved by the Design Review Committee.

8. Maintenance

Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road.

In the event that a structure is destroyed wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repainted to conform to this declaration, or all the remaining structure including the foundations and all debris shall be removed from the lot.

9. Owners and Tenants Association

There is hereby established authorization for the owners and Tenants Association for the C H 4 Commercial Park, sometimes referred to as the "Owners and Tenants Association" or simply "the Association". Each fee owner of land in C H 4 Commercial Park including Declarant, shall be a member of the Association. Each fee owner, except the Declarant, shall be entitled to one vote in the Association for each full acre of land owned, provided that such fee owner of a building site shall be entitled

to at least one vote in all events. The Declarant shall be entitled to ten (10) votes in the Association for each full acre of land owned. Each fee owner may assign any vote to which he is entitled to his tenant or tenants on such terms as they may agree upon, and while any tenant is entitled to a vote, he or it shall be deemed a member of the Association.

The Association shall be a non-profit corporation formed to provide for the maintenance, improvement and beautification of any areas or facilities of CH 4 Commercial Park used in common such as open space areas, landscaped medians and storm detention areas, and to undertake such other activities as are related to maintaining CH 4 Commercial Park as a desirable development for members of the Association. The Association shall be a legal entity authorized to hold title to real property. The Association shall accept and retain legal title to such common ownership areas as may hereafter be deeded thereto by Declarant, and shall hold such legal title for the use and benefit of the members of the Association. The Association shall be responsible for the maintenance and upkeep of such areas, and any improvements thereon. The Association shall pay, or arrange for payment directly by its members on an equitable basis, for such services as may be required in connection with such commonly owned facilities. To these ends set forth hereinabove, the Association may assess its members, provided that such assessments shall be made against the members in direct proportion to the number of acres which each owns or leases.

The Association shall establish its own By-Laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall

be by majority of the total votes available to be cast at any meeting.

10. Design Review Committee

There is hereby established the CH Four Commercial Park Design Review Committee (hereinafter referred to simply as the "Committee" or "the DRC"). The Committee ultimately shall consist of five members; an initial Committee shall consist of three members until such time as the Owners and Tenants Association is formed and its by-laws established, at which time the DRC shall be expanded to five members.

The initial three member Committee shall be appointed directly by the Declarant and shall consist of two members of the land design professions (such as a licensed architect, a professional land planner, a landscape architect, a professional engineer, or member of an allied profession) and a third lay member. Once the Owners and Tenants Association is formed and its by-laws established, it shall be the duty of the Association to appoint the five member DRC, which shall consist of three members of the land design professions as described above, and two lay members. Appointment decisions shall be by an affirmative vote of not less than two thirds of the total votes available to the members of the Association. Members of the Association are eligible to sit as lay members of the DRC but not as professional members to avoid the potential for conflict of interest.

Professional members of the DRC shall be reimbursed for their participation on the Committee at an agreed-upon fee. Declarant shall pay such fees during that period in which said professionals



are appointed directly by Declarant; the Owners and Tenants Association shall pay such fees once the professional members are appointed by them.

The term of office of the members of the Design Review Committee shall be for one year, and shall run from the 30th day of January each year, through the 29th day of January of the succeeding year.

A Chairman of the Design Review Committee shall be selected annually from the members of the Committee by a majority vote of the members. The Chairman, following his selection, shall take charge and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting, setting forth the place and time of said meeting.

Two members of the three member Design Review Committee, and three members of the five member committee, one of which shall be the Chairman, shall constitute a quorum. Actions of the Design Review Committee will be by majority vote of those members in attendance at any meeting at which there is a quorum present.

The Design Review Committee is formed to fulfill the following responsibilities:

- a. Interpret and enforce the CH 4 Commercial Park Design Guidelines.
- b. Review proposed improvements within the CH 4 Commercial Park, inspect completed improvements, and issue certificates of compliance with those guidelines.

No improvement shall be erected, placed or altered on any building site nor shall any construction be commenced thereon until plans for such building or other improvement have been approved by the Design Review Committee, provided that improvements and alterations which are completely within a building may be undertaken without such approval.

The Design Review Committee shall either approve or disapprove any plans submitted to it within thirty (30) days from the date on which they are submitted to said Committee and failure to either approve or disapprove within this period shall constitute approval of said plans.

The Design Guidelines contain a list of information which must be submitted to the Committee for its review purposes.

The decisions of the Design Review Committee shall be binding upon the owners, Declarants and all parties submitting plans for approval of said Committee.

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

#### 11. Enforcement

The Conditions, Covenants, and Restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and Owners of every part and parcel of the premises. These Covenants may be enforced, as provided hereinafter, by each

Declarant and Owner, as well as the Design Review Committee acting for itself and as Trustees on behalf of the Declarant and Owners. Each Owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Design Review Committee as his Trustees for such purposes. Violation of any Covenant herein contained shall give to the Declarant, the Design Review Committee and to the Owners, or any of them, the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said Covenants and to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such Covenants shall give to the Design Review Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the Owner thereof any structure, thing or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the Covenants herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarant, the Owners and Design Review Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

12. Duration and Amendment

This Declaration of Covenants, and any amendments hereto, shall remain in effect until January 29th, 2001, unless sooner terminated as hereinafter provided. These Protective Covenants may be amended from time to time hereafter, or terminated, by an instrument in writing executed and acknowledged by an affirmation vote of not less than two-thirds of the total votes available to the Owners and Tenants Association. Notwithstanding anything herein to the contrary, this Declaration of Protective Covenants, as amended, may be extended beyond January 29, 2001 for successive five year periods by instruments in

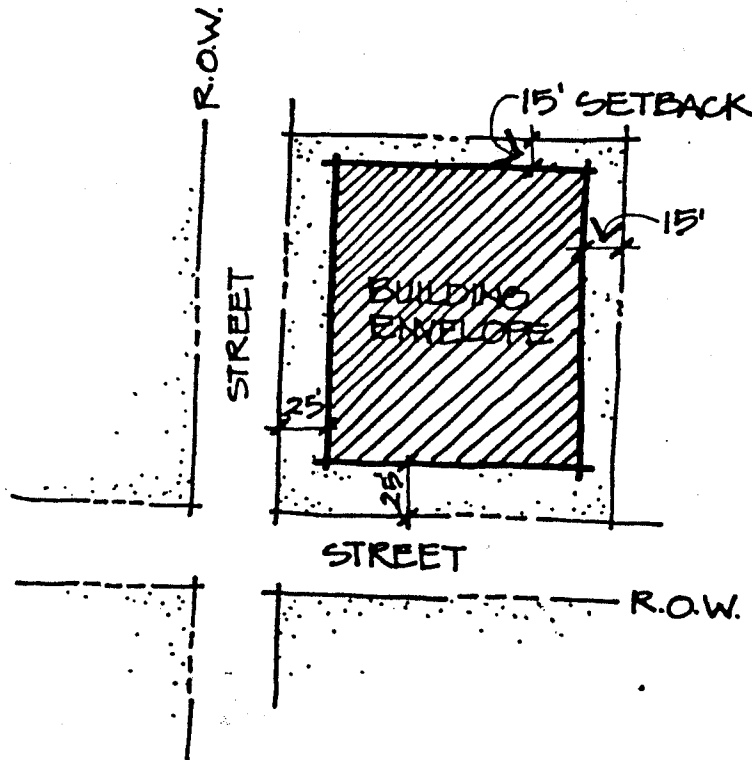


2. SETBACKS: As specified in the Covenants, the following minimum setbacks shall be observed:

STREET - 25'

SIDE AND REAR - 15'

No automobile parking or building construction shall be allowed in the setbacks. The setbacks should be used only for planting and landscape treatment, building identification signage, and entry drives.



3. EDGE CONDITIONS: The established setbacks define the important edge condition for each lot. The edges should be designed to integrate the building into the overall development, while minimizing undesirable impacts on adjacent properties and streets. In particular, the impact of automobile parking areas should be buffered from adjacent uses.

Horizon Investments  
c/o Lea Company  
2522 Hanover Street  
Aurora, CO. 80010

Crossroads Business Commons  
Partners  
1350 17th Street/ ste. 450  
Denver, CO. 80202

Motel 6 Inc.  
51 Hitchcock Way  
Santa Barbara, CA 93105

Durfee Day  
P.O. Box 950  
Telluride, CO. 81435

Jack Treece  
770 Horizon Drive  
Grand Junction, CO 81506

The Goldmax Co.  
3091 South Fillmore Way  
Denver, CO. 80210

R.H. Schiesswohl et. al.  
Box 1003  
Grand Junction, CO. 81501

Bruce & Wilma Currier  
2760 H Road  
Grand Junction, CO 81506

Samuel J. Pantuso &  
John Mazza  
2236 Regent Ct.  
Grand Junction, CO. 81503

Jack Treece  
770 Horizon Dr.  
Grand Junction, CO 81506

Environmental Developers Inc.  
2675 South Abilene  
Aurora, CO. 80014

T. Kent Harbert  
Western Engineers  
2150 Hwy 6 & 50  
Grand Junction, CO 81505

Rocky Mountain Health Organiz.  
P.O. Box 2163  
Grand Junction, CO. 81502

American Mortgage Co./FCA  
2811 Wilshire Blvd.  
Santa Monica, CA. 90403

Midland / Western Federal  
S & L Assoc. of Colorado  
2452 F Road  
Grand Junction, CO. 81505

Original  
Do NOT Remove  
From Office

#25 85

# REVIEW SHEET SUMMARY

FILE NO. 25-85 TITLE HEADING Rezone and subdivide CH4 Commercial Park DUE DATE 9/13/85  
ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Location: Horizon Drive and H Road  
Phase: 3 Petitioner: Bruce C. & Wilma Carrier

PETITIONER ADDRESS 2760 H Road Grand Junction, CO 81506

ENGINEER Western Engineering 2150 Hwy 6 & 50 Grand Junction, CO 81501

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
9/6/85	Mtn. Bell	No objections.
9/4/85	Building Dept.	Recommend approval. No adverse comments.
9/9/85	Parks & Rec.	It is my understanding that Mr. Treece is wishing to donate a section of land to City Parks. While I know of no reason for taking over any land in the area, I would still like to see it and the appraisal prior to making a final determination. Please forward appraisal upon receipt.
9/10/85	County Planning	Project appears to meet all County Land Use Policies except compatibility of adjoining properties. The Sundstrand parcel is approximately four times the size of the parcels being created around it. Small, one acre commercial uses may not be compatible with one large one. The drainage plan does not appear to be prepared by an engineer.
9/10/85	City Engineer	What is the reason for the two raised medians in the cul-de-sac? I feel that these are hazards; it will cause access problems and should be removed. I doubt that a WB-50 truck could make it around the proposed 15' lane. What happens if someone parks along the curb? There should be manhole at the bend shown on the 18" RCP near the center of the cul-de-sac. All utilities and taps to lots should be installed before street is built.
9/11/85	Public Service Gas & Electric	No objections.
9/13/85	Fire Dept.	The Grand Junction Fire Department has no objections to this rezone and subdivide CH4 Commercial Park. Future construction shall meet Uniform Fire Code and Uniform Building Code requirements.
9/16/85	Walker Field	Mr. and Mrs. Carrier's property lies within the five mile radius control zone of the FAA tower. This will require helicopter operations (operators) to 1) have two-way radio communications with the tower, and 2) be signatory to a letter of agreement with the FAA establishing ground rules for the operations during IFR conditions (for special VFR operations.) This letter of agreement will require a meeting between the helicopter operator and the local FAA personnel. Also, pursuant to a meeting which addressed helicopter operations within Grand Junction (noise complaints), the operator will be required to contact the City Planning Department (Bob Goldin) for information on operation guidelines.

**LATE**

Ute Water - Late - see comments.

9/16/85

Development  
Dept.

**LA**

This is a request for a rezone and subdivision on 24.8 acres presently zoned H.O. The request is for the plat only - each individual lot will require approval for final development plan at such time as development shall occur.

- 1) Will any curb cuts (or which ones?) be constructed now, or only at final stages?
- 2) Reference was made to "visual screening" for garbage dumpsters. Please describe method to be used. Also, approval by, and coordination with, the Sanitation Supervisor at Public Works will be necessary.
- 3) The original copies of the Avigation Easement were submitted without the names of the "Grantors" typed on the first lines of the document. This needs to be corrected or permission granted to the Planning Department to insert those names.
- 4) Reference is made to a "drainage swale" to be in place across some of the lots, running toward the retention pond. What will happen to this swale after lots are sold? Will drainage be piped during gradework and construction? Will pipe be installed under driveways, parking, etc.?
- 5) Under the Schedule of Development, reference is made that "Landscaping will be completed by the Spring of 1986." This department will require a site/landscape plan and more specific completion date prior to recording of the plat.
- 6) City policy regarding payment of open space fees has, historically, been that all fees are paid at the time the plat is recorded. Any variance to this procedure should be proposed to the City Manager/City Council and details worked out prior to the City Council hearing. (See Section 5-4-6:A-1 of the Grand Junction Zoning and Development Code.)
- 7) If rezone is approved by City Council, the final draft of C.C.R.'s must be submitted for review of the City Attorney and other agencies prior to recording of the plat.
- 8) There appears to be possible contradictions between the requested uses (mentioned in the narrative) and the excluded uses in the draft of C.C.R.'s:
  - The narrative mentioned bus and commuter stops as possible uses, yet excluded uses were "transportation terminal" and "bus and taxi service buildings." Please explain in more detail.
- 9) Number 3 of possible uses includes "Parks, Lakes and Reservoirs." Is this for the retention pond or some other projected use?
- 10) Prior to recording of the plat, please submit the signed originals for all improvements guarantees.
- 11) Any signage on developed or undeveloped parcels must conform with the Grand Junction Sign Code (Sec. 5-7 of the Grand Junction Zoning and Development Code) and signage requires a separate permit.

10/4/85

Ute Water

**LATE**

*(these sent out)  
10/5/85*

Note: These comments were received too late to be addressed at the 9/24/85 Planning Commission hearing.

The water main along Horizon Drive is a 12", stated in the narrative, rather than 8" as shown on the composite. The existing line size in Hilaria is 8" as shown, rather than 12" as stated for extending. When originally proposed, this project had a street design that would have allowed additional water main placement and another loop connection point to the 18" at H Rd. With the street design now terminating in a cul-de-sac, the water line will also terminate, and no additional loop connection to the 18" main would be made. Therefore, it appears that lot 2-2 would have direct service from the 18" main in H Rd. Prior to water system construction, Ute will require detailed construction drawings. Policies and fees in effect at the time of application will apply.

*sent  
9/17/85*





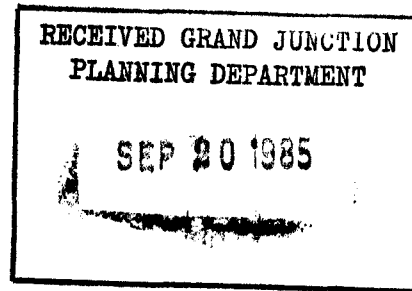
TREECE LAND SALES, LTD.  
RANCH-COMMERCIAL  
770 HORIZON DRIVE  
GRAND JUNCTION, COLORADO 81501

JACK TREECE

September 19, 1985

TELEPHONE  
303-243-4170

Mr. Bob Goldin  
City Planning Commission  
Mesa County Courthouse  
Grand Junction, Colorado 81501



Dear Bob:

I am writing this letter in answer to the Review Sheet Summary dated 9/13/85, File No. 25-85 concerning the rezone and subdivision of the CH4 Commercial Park.

I will answer the comments from the various agencies in the order that the Review Sheet lists them as follows:

Mountain Bell

Mountain Bell has no objections.

Building Department

The Building Department recommends approval and has no adverse comments.

Parks and Recreation

We plan on meeting with Parks and Recreation concerning donation of land to the City Parks. However, we feel that we would probably prefer to pay the open space fee because it looks like a park open to the public may not be compatible with the total development.

County Planning

County Planning suggested that the two small one acre sites that we have may not be compatible with the Sundstrand parcel. As you know, CH4 Commercial Park has fairly strict covenants on record for the plan for Filing 1 and we plan to put the same covenants on record covering Filings 2 and 3 of CH4 Commercial Park along with changes that cover the additional uses as I have outlined in the Narrative that I presented with the zoning application. The covenants make provision for the CH4 Commercial Park Design Review Committee that follows certain design guidelines which

#25 85

Letter to Bob Goldin  
September 19, 1985  
Page Two

we have developed. We have already met with Sundstrand and the Design Review Committee in reviewing the development of their lot. When Occidental Oil Shale was planning to build their office building, we had quite a review of their lot and it was adjusted considerably to conform with the design guidelines. What I am saying is that, a smaller lot would certainly have to be used in a manner that would be compatible with other lots in the area because the Design Review Committee has to O.K. every development. In fact, we met with Sundstrand concerning the size of our lots and Sundstrand told us that, as long as the lots bordering the Sundstrand parcel were not smaller than two acres, one acre lots would be O.K. with them. I have a copy of our covenants and design guidelines available for County Planning if they wish to go over them. The City Planning Commission has a set of them. Concerning the statement that the drainage plan does not appear to be prepared by an engineer, it was in fact prepared by Kent Harbert of Western Engineers. The reason the plan does not go into great detail is because we have done a drainage plan for the park for the Filing No. 1 and have a great deal of data on drainage available if you wish to see more detail.

#### City Engineer

Both Craig Roberts of Ciavonne & Associates, Landscape Architects, and Kent Harbert of Western Engineers have conferred with Don Newton concerning the questions that he raised. We will go along with eliminating one of the medians which Mr. Newton requested that we do and retain the larger island in the cul-de-sac. However, we might want to redesign the larger island in conformance with the wishes of the City. We will put in a curb cut and a driveway for the City maintenance access to two manholes that are for storm sewer and sanitary sewer located on the main island. We will widen the street paving mat to a width acceptable to the City. However, we feel that 17.5 feet of paving mat should be adequate. We are interested in maintaining the aesthetic beauty of the cul-de-sac and also design it so that commercial users such as semi-trucks can get around the cul-de-sac easily. As requested, we will put a manhole at the bend shown on the 18" RCP near the center of the cul-de-sac. As requested, we will install all utilities and taps to the lots before the street is built.

#### Public Service Gas & Electric

Public Service Gas & Electric had no objections.

Fire Department

The Grand Junction Fire Department has no objections but noted that future construction should meet Uniform Fire Code and Uniform Building Code requirements.

Walker Field

We will conform with the FAA requirements, the requirements of the Walker Field Airport, and the City Planning Department as outlined by Walker Field.

Development Department

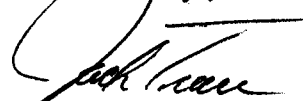
1. We plan on installing the curb cuts at the final stages of development at the time the lot is sold so that the purchasers of the lots will be able to locate the curb cuts.
2. The Design Review Committee will approve any visual screening done in the park to be accomplished by natural screening or approved fencing. As an example, earth berming, planting, or a combination of both could be acceptable. Solid masonry walls, particularly when used as earth retaining walls, are acceptable and should match the building architecture. Wood fences are not acceptable. Any screen that we do concerning garbage dumpsters will be approved by and coordinated with the Sanitation Supervisor.
3. We give permission to the Planning Department to insert the names of the "Grantors" on the first line of the Avigation Easement.
4. The "drainage swale" will remain in place after the lots of the development are sold. The swale is within a drainage easement along Sundstrand Way and Sundstrand Court. The swale leaves Sundstrand Court to go to the small lake that we are going to construct for flood detention and irrigation and will be on the land that will be owned by the Owners and Tenants Association of the CH4 Commercial Park. Where there happens to be access to a lot across the drainage swale, a pipe will be installed. If necessary, the drainage at the swale will be piped during gradework and construction.
5. We will provide a site/landscape plan to the Planning Department concerning landscaping and a more specific completion date for the installation of the landscaping prior to recording of the plat.

Letter to Bob Goldin  
September 19, 1985  
Page Four

6. We understand that, historically, all open space fees have been paid at the time the plat is recorded. However, the economic environment is not the best right now and we would appreciate it if the City would cooperate with us on the payment of the open space fee, if this is the avenue that we wish to pursue as opposed to providing land, and this is probably the route we will take. We are working on a proposal to present to the City Manager and/or the City Council and will have the details worked out prior to the City Council Hearing.
7. We will be glad to submit the final draft of the CCR's for review to the City Attorney and other agencies prior to the recording of the plat.
8. Our intent concerning buses and commuter stops is to provide locations for bus stops and commuter stops if the Design Review Committee feels that this would be in the best interest of the development. We do not want to have any "transportation terminals" or "bus and taxi service buildings". All we are interested in is possibly providing a location for people to get onto a bus, etc.
9. Concerning Number 3 of possible uses that includes "Parks, Lakes and Reservoirs," we will have a small lake on the development which will be used as a flood water retention pond and also will be used for irrigating the park. It is possible that tenants or landowners in the park might install a lake or pond as part of their landscape plans which would be reviewed by the Design Review Committee. For instance, Sundstrand was going to install a lake in front of their three flags but I am not so sure, now, that they are going to.
10. We will submit the signed originals for all improvements guarantees prior to recording of the plat.
11. All of our signage on developed or undeveloped parcels will conform to the Grand Junction Sign Code. We also have a strict sign code that is outlined in our design guidelines for the park.

I hope that I have answered all of the questions proposed by you and I am available to explain anything that is not clear.

Sincerely,



Jack Treece

JT:kms

City rezone PB  
file



September 20, 1985

City of Grand Junction, Colorado 81501

250 North Fifth St.,

Kent Harbert  
Western Engineers Inc.  
2150 Hwy 6 & 50  
Grand Junction, CO 81506

Re: CH-4 Filing 3 - Sundstrand Court

Dear Kent:

At your request, we have reconsidered your street plan for Sundstrand Court and have the following comments:

1. The median in the center of the cul-de-sac will be acceptable only if the pavement width of the traffic lane is increased from 15' to 25' minimum. (See attached wheel track for WB-50 truck.)
2. The raised median east of the large center median should be eliminated. A painted median in place of the raised median would be acceptable.
3. The sanitary sewer and storm sewer manholes should be relocated so that they are accessible from the street. The manholes may be located inside the median only if they are adjacent to the median curb.
4. Grades or curb elevations around the cul-de-sac and center median need to be shown on the construction drawing so that the cul-de-sac will be built to drain.

Please make the above changes and resubmit your revised plan prior to any construction. I will be available if you have any questions.

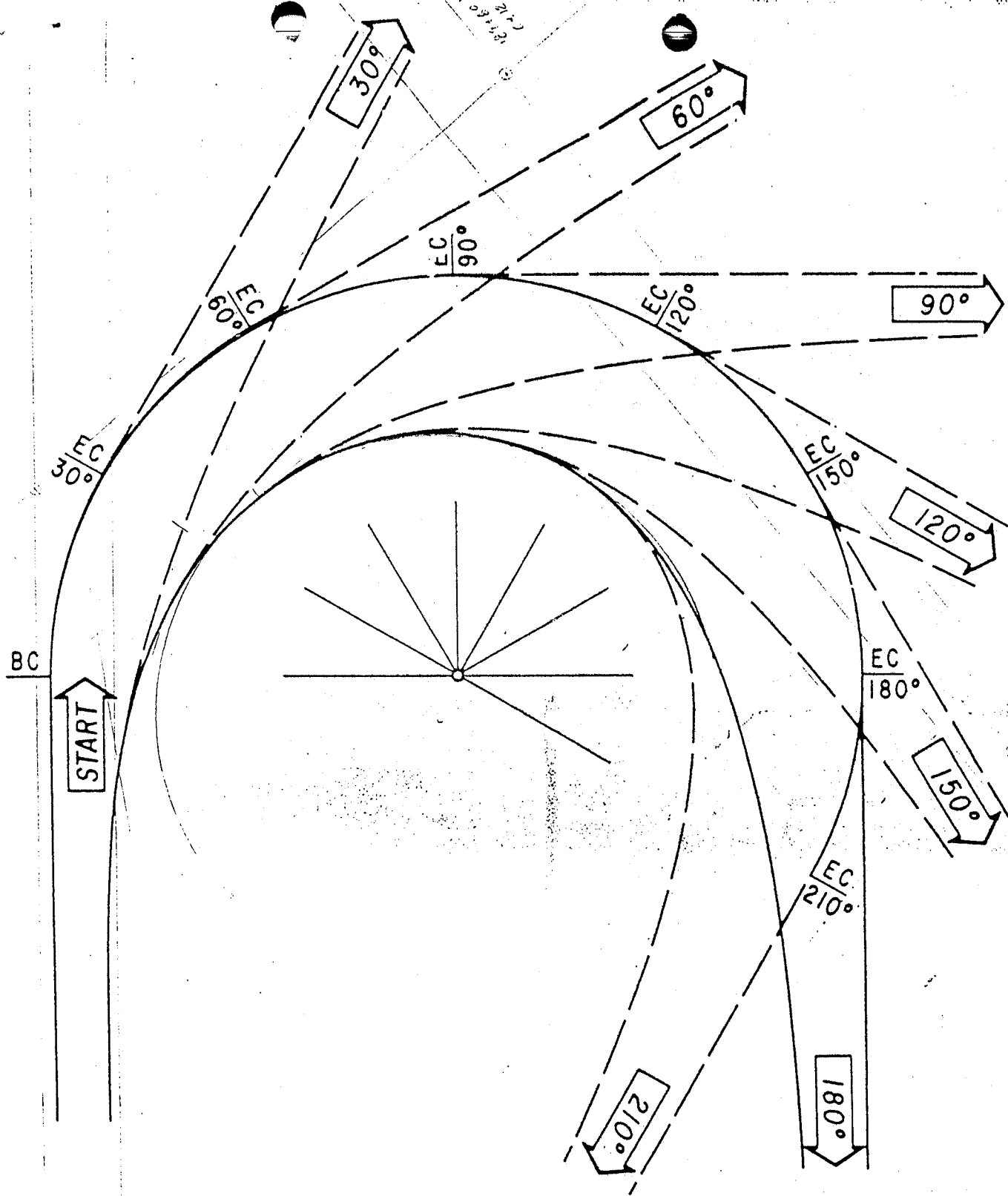
Sincerely,

A handwritten signature in cursive script that reads "J. Don Newton".

J. Don Newton, P.E.  
Acting City Engineer

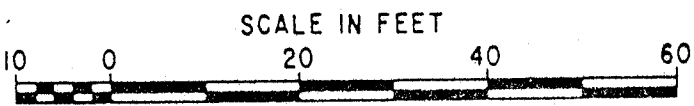
JDN/ckb

- cc: Jim Shanks  
Doug Cline  
Steve Bennetti  
Bob Goldin  
R.T. Mantlo



SEMITRAILER WHEEL TRACK (WB-50)

20 Scale



58' TURNING RADIUS

**58**



Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

November 17, 1987

Bruce C. and Wilma M. Currier  
2760 H Road  
Grand Junction, CO 81506

Dear Mr. and Mrs. Currier:

Regarding the request by Mr. Larry Meens for information about improvements guarantees for Lot 1 of Filing 3, CH4 Subdivision, the following has been determined.

Improvements specific to Lot 1 include:

- 1) the proposed eight-inch sewer line and pressurized irrigation line to be constructed on the joint property line of Lot 1 of Filing 3 and Lot 2 of Filing 1. The sewer line is now stubbed out 76.8 feet from the manhole in Sundstrand Way, and must be completed to the three-lot intersection at the south corner of Lot 1, and
- 2) curb, gutter and sidewalk remains unbuilt along H Road for a majority of the Lot 1 frontage.

Lot 1 of Filing 3 can be released from existing improvements by either of two methods. The first would be through completion of the aforementioned specific improvements and the recording of a release from improvements guarantee for Lot 1. A second method would include the recording of a new guarantee for Lot 1, tying it to the specific improvements, along with the recording of a release for Lot 1 from the improvements specified in the original improvements guarantee document.

Mr. Meens also requested the amount which would be required to fulfill open space development fee obligations for Lot 1 of Filing 3. Based on the appraisal of \$306,000 for the total 26.90 acres, Lot 1 at 3.255 acres has an encumbrance of \$1,851.36 for open space fees. This amount must be paid prior to release of a building permit for Lot 1 of Filing 3.



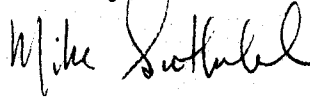
As a reminder, any proposed development for vacant lots in CH4 will need to go through the Final Development Plan procedure prior to approval. Planning Department staff will be happy to assist with this process.

An existing agreement between the City of Grand Junction and CH4 Commercial Park established that the City would construct the landscaped areas (at the corners of Hilaria and Horizon Drive as well as Sundstrand Way and H Road) conditional that CH4 owners provide water and maintenance. Numerous complaints have been received that the landscaping has not been sufficiently watered or maintained and that weeds are left to grow in these areas. If Lot 1 is sold to another developer, an updated agreement should be filed and recorded with the specifics as to exactly who will take care of landscape maintenance on the corner of Lot 1. In the meantime, existing maintenance responsibilities should not be neglected.

When a decision has been made regarding the method for releasing Lot 1 from the improvements agreement, please draft the necessary replacement documents and Planning staff, along with Don Newton, the City Engineer, will review them and provide signatures prior to recording the agreements.

If further information is needed, please feel free to contact me or Karl Metzner here at Grand Junction Planning.

Sincerely,



Michael E. Sutherland  
City Development Planner

MES/tt

xc: Mr. Larry Meens  
Don Newton  
File #25-85



Grand Junction, Colorado, Department of Planning and Development  
City of Grand Junction, Colorado, Department of Planning and Development  
1234 Main Street  
Grand Junction, Colorado 81506  
Phone: 244-1506 Fax: 244-1506

April 17, 1992

B. Mike Long  
Sundstrand Aerospace  
2800 Sundstrand Way  
P.O. Box 15100  
Grand Junction, Co. 81506

Dear Mr. Long:

Thank you for sending the covenants for CH-4 Industrial Park. I have reviewed the provisions of the covenants and, unfortunately, there no provisions for City enforcement of the standards in excess of our H.O. zoning regulation. In order for us to enforce subdivision covenants the City has to be officially made a party to those covenants. Enforcement is strictly the responsibility of the Declarant, each Owner, and the Design Review Committee (page 14). We do however understand and share your desire to maintain a high quality Industrial Park. We will advise any future developers to contact your Design Review Committee prior to applying for City approvals and recommend to the Planning Commission that their approval of future developments should be conditioned upon compliance with your covenants. However, should the Commission wish to deviate from your standards enforcement would still be your responsibility.

If you would like to pursue methods by which the City could also enforce your covenants you should contact our Assistant City Attorney, John Shaver, at 244-1506 to discuss what legal steps would be needed.

Please let me know if I can be of any other assistance.

Sincerely

A handwritten signature in black ink, appearing to read "Karl G. Metzner".

Karl G. Metzner  
Senior Planner

To: johns  
Cc: ivyw,scotth,sentac  
From: Kathy Portner  
Subject: CUP and parks fee  
Date: 9/25/98 Time: 2:14PM

Thanks for the return call and the update on the floodplain stuff. But, I did have some other questions.

#1. Code Enforcement continues to get complaints on the outdoor concerts at the Hilton. The complaints are from 1 person (Eva Kaufman--who I think I remember from the Albertson's days). Her latest complaint was about the music being too loud in the afternoon! My recollection of the CUP for the Hilton dealt with the number of concerts they could have and the hours they could have them, but not with the decibel level. My reading of the Code is that the CUP could only be sent back to hearing if it lapses or if they are in violation of conditions of the CUP. I do not believe they are in violation of the conditions.

Do you concur that we have no basis for dragging the Hilton back before the PC? I assume Eva Kaufman's only recourse is through the general code of ordinances that deals with noise, but I'm not sure she'd have much of a case there either.

#2 Someone has requested that we release two building permit holds that are on record for the CH4 commercial park (Horizon Drive--Sundstrand area). One hold is for the payment of parks and open space fees prior to a building permit being issued and one is for other infrastructure improvements prior to a building permit being issued. We will not release the one for infrastructure improvements until we have another DIA and guarantee in place. But, what about the one for open space fees? At the time the property was platted we were collecting open space fees on commercial property. So, if the Building Permit Hold had not been allowed, open space fees would have been paid. Today we do not collect open space fees on commercial property. I assume we might be better off releasing the hold for open space fees since we no longer require the fees. What do you think?

Thanks for your input.

To: KATHYP (Kathy Portner)  
Cc: ivy williams,senta costello,scott harrington,dan wilson  
From: John Shaver  
Subject: Re: CUP and parks fee  
Date: 9/28/98 Time: 4:02PM

Originated by: KATHYP @ CITYHALL on 9/25/98 2:14PM  
Replied by: JOHNS @ CITYHALL on 9/28/98 4:02PM

Kathy,

Decibel based noise enforcements are almost worthless; atmospheric conditions, the operators skill with the meter and the "where do you measure from" problem are just a few of the issues. I'm pleased that we didn't do ourselves the dis-service of including that in the CUP.

Generally Eva has two courses of action that she can follow. The first is to call the police department and file a complaint. The PD could cite for disturbing the peace; if the complaint is about activities after 8:00 P.M. there may be a basis for an unreasonable noise charge.

Her second course of action would be to consult with her attorney and seek an injunction.

I've not read the CUP so I'll rely on your reading of it. Based on what you describe your conclusion that the CUP is not being violated is reasonable.

The OS fees for commercial property should not be required before the building permit is released. Even though there is an argument that the fee was constitutional when the hold was placed, it is clearly unconstitutional now.

If you have any questions about either or both of these topics, or if I may otherwise be of assistance, please let me know.

jps

## City of Grand Junction

Community Development Department  
Planning • Zoning • Code Enforcement  
250 North 5th Street  
Grand Junction, CO 81501-2668

Phone: (970) 244-1430  
FAX: (970) 244-1599



September 29, 1998

Greg Cranston  
REMAX 4000  
1401 N. 1st Street  
Grand Junction, CO 81501

RE: CH-4 Commercial Park, Filing #3

Dear Greg:

This is in regard to the Building Permit Holds for CH-4 commercial Park, Filing #3, as recorded in Book 1604, Pages 609 and 610. The document recorded in Book 1604, Page 609 is a Building Permit Hold for the payment of open space fees on the property. The city no longer collects open space fees on commercial property and will release the hold.

The document recorded in Book 1604, Page 610 is a Building Permit Hold for infrastructure improvements, as outlined in the City of Grand Junction Improvements Agreement, recorded in Book 1604, Page 611, required for the subdivision. This hold will not be released until all required improvements are constructed by the developer and accepted by the City, or the Building Permit Hold is replaced by an updated Improvements Agreement and acceptable financial guarantee (Letter of Credit, Bank Disbursement Agreement or cash deposited with the City). Any development of this property will require review by the City through the appropriate review process and must meet the current standards for development.

To proceed with any development of this property, please contact our main office at 244-1430 to set up a pre-application conference with one of our planners. If you have any other questions you can contact me at 244-1446. Thank you.

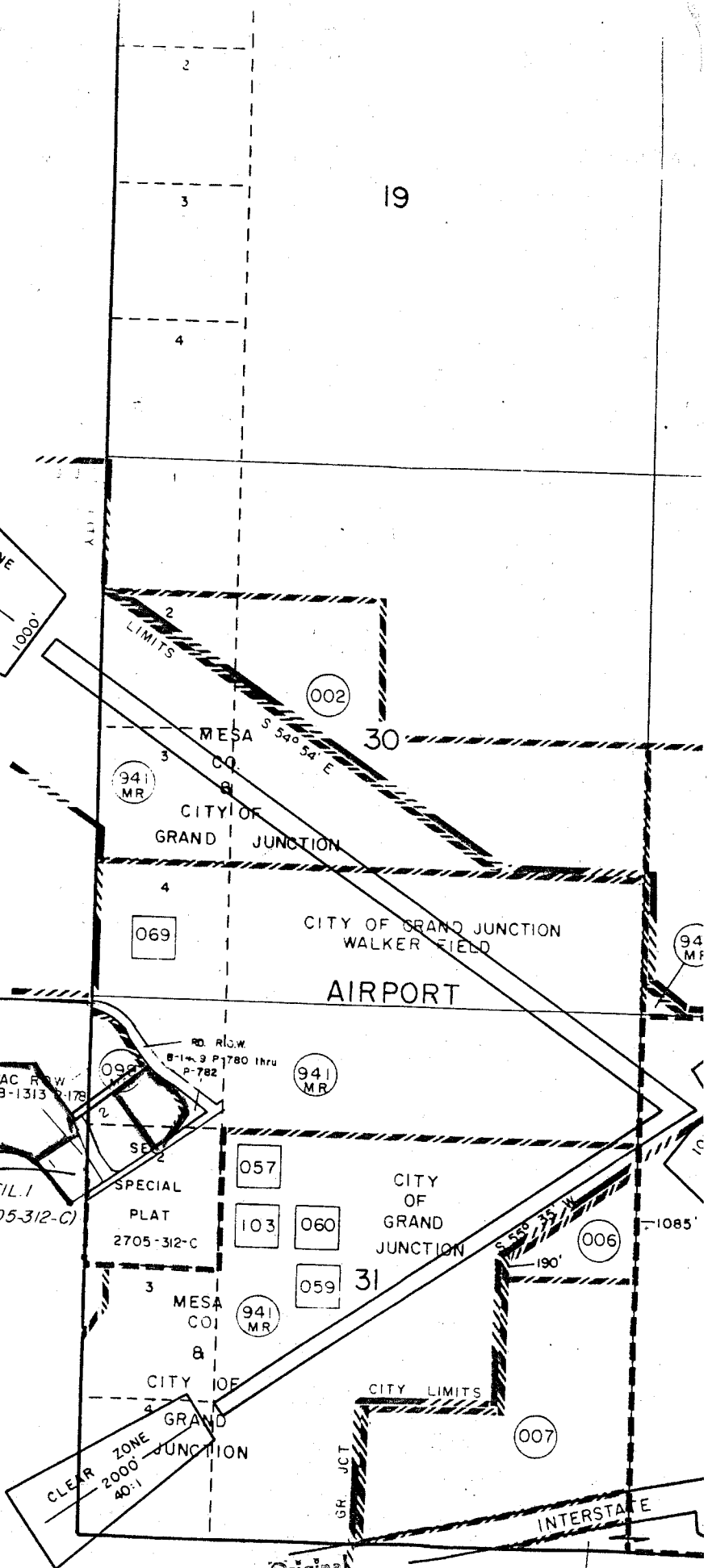
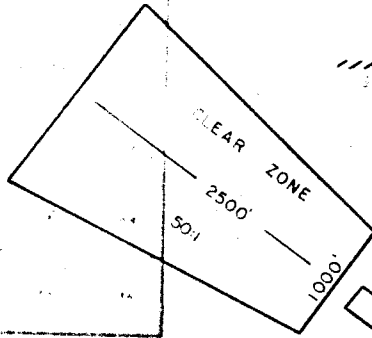
Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

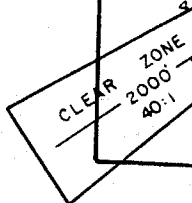
Katherine M. Portner  
Planning Manager

1200'

19



C H FOUR  
COMMERCIAL PARK FIL I  
(SEE 2701-36 & 2705-312-C)



Original  
Remove  
#25 85  
008

