



2943-123-00-064  
Ollin & Naomi Wineland  
3902 Green Hill Court  
Norman, Oklahoma 73072

2943-123-00-065  
Edward E. & Beverly L.  
Derryberry  
3662 G 7/10 Road  
Palisade, Colo. 81526

2943-123-00-073  
H. M. & Loriene Jarrell  
203 Little Park Road  
Grand Junction, Colo. 81503

2943-123-00-076  
Hobby - Frazier  
P. O. Box 719  
Dallas Texas 75204

2943-123-00-081  
Ollin & Naomi Wineland  
3902 Green Hill Court  
Norman, Oklahoma 73072

2943-123-00-084  
Vivid Color Corporation  
1119 North 1st Street  
Grand Junction, Colo. 81501

2943-123-00-084  
Ollin & Naomi Wineland  
3902 Green Hill Court  
Marman, Oklahoma 73072

2943-123-00-088  
Chevron Oil Co.  
P. O. Box 7611  
San Francisco, CA. 94120

2943-123-00-089  
McDonald's Corp  
P.O. Box 66207  
AMF O'Hare  
Chicago, Ill

2943-123-00-090  
John W. Temmer DBA: Taco Time

Mesa College  
P.O. Box 2647  
Grand Junction, CO 81502

Lee Markley  
125 Franklin Ave. #50  
Grand Junction, CO 81505

John W. Temmer  
Taco Time  
1122 North 12th St.  
Grand Junction, CO 81501

Lawrence & Glennis Beierle  
2017 E. Colfax  
Denver, CO 80206

G.H. Ellis  
1252 Glenwood Ave.  
Grand Junction, CO 81501

Edward L. Ellinwood  
654 Sperber Lane  
Grand Junction, CO 81506

Vivid Color Corp.  
1119 North 12th St.  
Grand Junction, CO 81501

2943-123-00-090  
John W. Temmer DBA: Taco Time  
1122 N. 12Th Street  
Grand Junction, Colo. 81501

2943-123-00-085  
Vivid Color Corp.  
1119 N. 1Street #2  
Grand Junction, CO. 81501

2943-123-19-009  
Interwest Bank O G. J.  
P. O. Box 908  
Grand Junction, CO. 81502

2943-123-19-011  
Fern L. Zimmerman  
1240 Glenwood Ave  
Grand Junction, CO. 81501

2943-123-19-951  
~~Intermountain Bible Coll.~~

2943-123-19-951  
Intermountain Bible Coll.  
2101 Patterson Road  
Grand Junction, CO. 81506

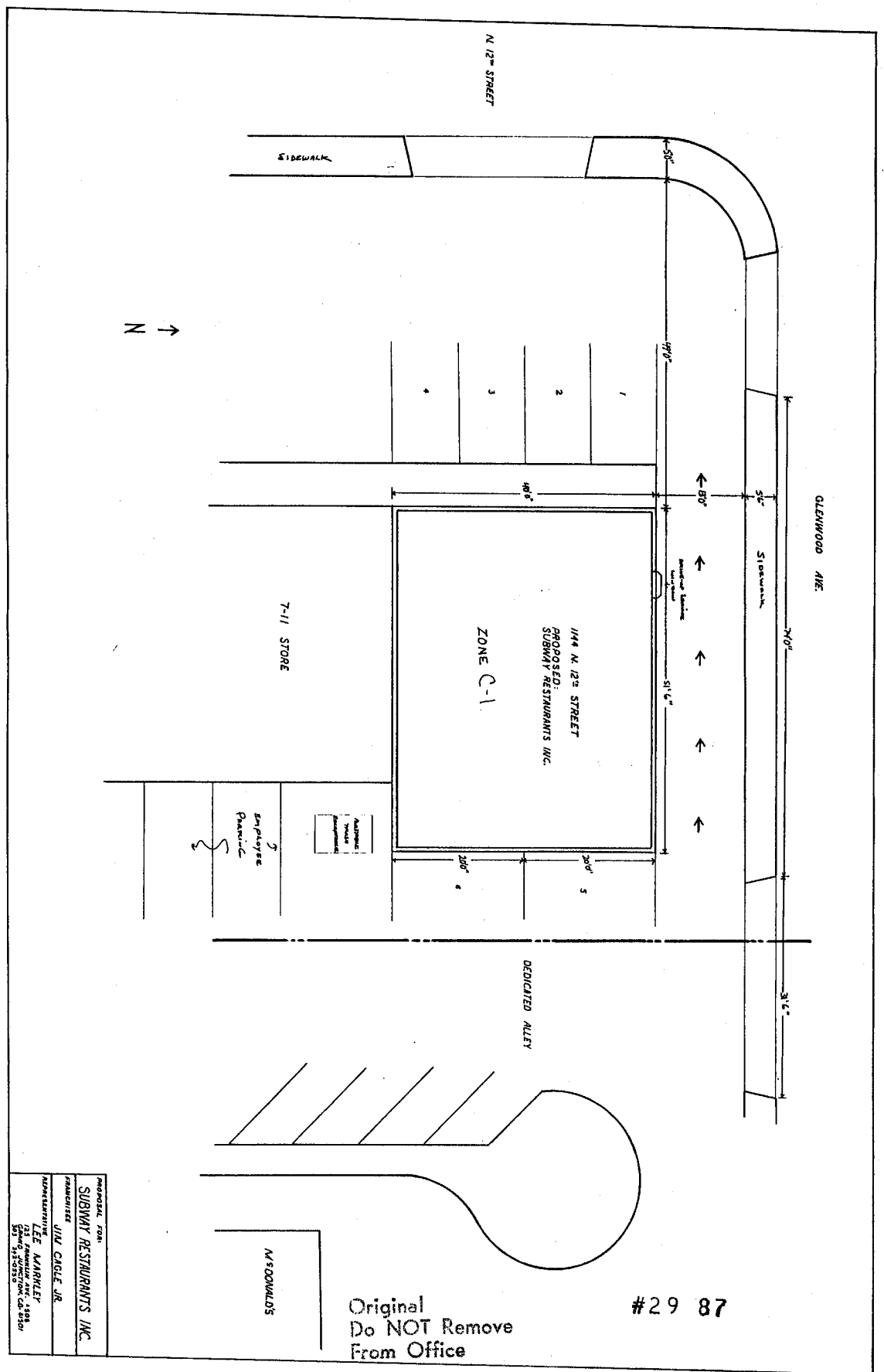
Jim Cagle Jr.  
RT. 2, Box 78-1  
Utica, MS. 39175

Ted Parent  
Subway Restaurant, Inc.  
25 High Street  
Milford, Conn. 06460

Original  
Do NOT Remove  
From Office

#29 87

MESA COLLEGE



PROPOSAL FOR  
**SUBWAY RESTAURANTS INC.**  
 FRANCHISEE  
**JIM CIGLE JR.**  
 ADMINISTRATIVE  
**LEE MARINLEY**  
 1580  
 17th Street, Suite 200  
 Mesa, AZ 85201

Original  
 Do NOT Remove  
 From Office

#29 87

B

PROJECT NARRATIVE

Re: 1144 North 12Th Street  
Grand Junction, Colorado

Parcel # 2945-123-00-084  
# 2945-123-00-085

The Applicant, Jim Cagle Jr., is a Franchisee of Subway Restaurants, Inc. who has entered into lease negotiations with Vivid Color Corporation, a long term Lessee and owner of the improvements on the property owned by Ollin and Naomi Wineland located at 1144 North 12Th Street. (SE corner of the intersection of N. 12Th St. & Glenwood Ave.)

Mr. Cagle and his wife Liz are franchised to establish two (2) submarine sandwich and salad restaurants in Mesa County and has identified this site as a highly desirable location for their first sub shop. The Cagle's are moving their family to Grand Junction from Utica, Mississippi within the next 30 days or so.

Subway is a fast growing chain of family-oriented specialty sandwich shops that features 17 varieties of foot-long and 6-inch submarine sandwiches, salads and beverages. There is no cooking involved in the preparation of the product. The hot sandwiches are heated in a microwave oven.

This proposal is to allow the Applicant to retain the use of the existing drive-up service window located on the North wall of the building in question. While the Franchisor and the Applicant feel that there will be a high percentage of "walk in" customer traffic, because of the proximity to Mesa College, it is felt that the drive up service window is crucial to the success of the operation and the lease agreement is contingent upon its approval.

The Franchisee is prepared to make substantial improvements to the facility in conformance with City building codes. The improvements would commence immediately upon obtaining approval of this proposal and take an estimated 60 to 90 days to completion.

This facility has had compatible use of the drive-up service window since 1981. It originally housed a drive-up photo finishing business for approximately five years and most recently, a complete packaging and shipping business, with no apparent compatibility problems regarding the use of the drive-up service window.

The ingress approach to the drive-up service window is from the rear of the property off Glenwood Avenue utilizing the dedicated alley curb cut. The vehicle traffic then exits to the front or West utilizing either the Glenwood Ave or North 12Th St. curb cut. It is proposed that there would be no adverse impact on the surrounding area by utilizing the drive-up service window for a restaurant facility as opposed to its existing and past use.

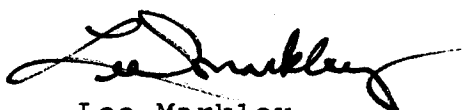
Original  
Do NOT Remove  
From Office

#29 87

All concerned with this proposal are elated to see a National enterprise locating in Grand Junction. The Applicants, Jim and Liz Cagle, believe in the future economic stability of Grand Junction and are excited about the prospects of establishing two (2) successful sub shop type restaurants here.

As the Applicant's Representative and preparer of this proposal, I am available to answer any questions of the Planning Department staff or City Agencies staff prior to the Planning Commission hearing. I will also be present at the hearing to answer questions as the Applicants Representative.

Respectfully submitted,



Lee Markley  
Leasing and Development Consultant  
125 Franklin Ave - #505  
Grand Junction, Colorado 81505  
Ph (303) 242-0530

Original  
Do NOT Remove  
From Office

#29 87

GROUND LEASE AGREEMENT

This Lease is by and between:

Ollin and Naomi Lee Wineland  
3902 Green Hill Court  
Norman, Oklahoma 73072

AS LESSOR

and

Vivid Color Corporation  
816 Federal Blvd.  
Denver, Colorado 80204

AS LESSEE

(SEE PARAGRAPH 10)

PROPERTY  
OWNER  
LESSOR

LESSEE

Original  
Do NOT Remove  
From Office

#29 87

1. PREMISES:

Lessors represent that they are the legal owners of the leased premises described in Exhibit "A" which has been initialed by the parties hereto and is made a part hereof, and Lessors covenant that Lessors are personally well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reasons of any lien, encumbrance, restriction or defect in the title to or description herein of the premises. If any time Lessors' title or right to receive rent thereunder is disputed, or there is a change in ownership or Lessors' estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto. Lessor realizes and understands that these representations have been relied upon by Lessee in executing this Lease.

For convenience purposes the term Lessors shall hereinafter be referred to in the singular.

2. GRANT OF LEASE:

Lessor hereby leases to Lessee and Lessee hereby lets from Lessor that certain ground space described in Exhibit "A" upon the following terms and conditions:

3. USE OF PREMISES:

It is understood between Lessor and Lessee that Lessee shall have the right to use the leased premises for whatever use is deemed to be most feasible and desirable so long as such use is not illegal and such use is permitted and approved by the governing authority.

4. TERM:

The term of this Lease shall be for a period of four (4) year commencing on August 1, 1986, and ending on July 31, 1990.

5. OPTION:

Lessee shall have an option to renew this Lease on the same terms and conditions as herein set forth for (5) additional five-year periods. Such options to renew shall automatically take effect unless notice to the contrary is given to Lessor in writing on or before sixty (60) days prior to the expiration of the then existing lease term or option period.

6. RENT

Lessee shall pay Lessor in accordance with the following schedule for each calendar month during the term and any option period of this Lease, if excercised. Said payments shall be payable in advance on the first day of each calendar month.

Lease Schedule:

\$400.00 per month from August 1, 1986 to July 31, 1990  
\$425.00 per month from August 1, 1990 to July 31, 1995  
\$450.00 per month from August 1, 1995 to July 31, 2000  
\$475.00 per month from August 1, 2000 to July 31, 2005  
\$500.00 per month from August 1, 2005 to July 31, 2010  
\$500.00 per month from August 1, 2010 to July 31, 2015

Original  
Do NOT Remove  
From Office

#29 87.

7. DEPOSIT:

Lessor acknowledges previously receiving \$350.00 as a last month rent deposit. Lessor and Lessee agree to retitle said deposit to "Security Deposit" to be held by the Lessor for the faithful performance of all of the terms, conditions and covenants of this Lease.

8. BUILDING AND IMPROVEMENTS:

It is agreed that Lessee shall have the right to construct, reconstruct, alter, remodel, refurbish and repair the buildings and/or improvements installed by Lessee on the demised premises at Lessee's own expense, to suit the best use of said buildings and improvements at Lessee's Discretion. It is agreed by Lessor and Lessee that said buildings and improvements shall become the sole property of Lessor, Lessor's Estate or Heirs, upon expiration or cancellation of this Lease.

9. ASSIGNMENT:

Lessor acknowledges Lessee's right to assign this Ground Lease in the event Lessee decides to sell the buildings and Leasehold improvements, and Lessor shall have the right to approve such an assignment, which shall not be unreasonably withheld. In such an event, it is agreed that the approved assignee(s) would become liable for the full payment of rent and responsible to perform all covenants and agreements of this Lease. Proper consent of assignment and other documents verifying the assignee(s) financial stability would be furnished to assure Lessor of continued full compliance with the Lease terms and conditions, covenants and agreements.

⑩ SUBLEASE: GRANTS RIGHT TO SUBLEASE

Lessor acknowledges Lessee's right to sublease all or part of Lessee's buildings and improvements, with the express understanding and agreement that the Lessee shall remain liable for the full payment of the Lease payments, as provided in paragraph (6), and the performance of all covenants and agreements of this Lease.

11. UTILITIES:

Lessee shall promptly, prior to delinquency, pay all utilities used or consumed by or supplied to Lessee in connection with the use of the demised premises. Lessee shall have the right to pass on said cost or utilities to Sublessees at the discretion of Lessee.

12. TAXES:

Lessee agrees to pay all personal property taxes levied on the trade fixtures and/or Leasehold improvements secured on the real property of Lessor. Lessee shall also pay to Lessor all real property taxes for the demised premises upon receipt of such tax statements from Lessor. Since this Lease is being re-executed at this time with the mutual consent of Lessor and Lessee, it is understood that Lessee shall pay the calendar year real property taxes for 1986, as per the original Lease provisions.

Original  
Do NOT Remove  
From Office

#29 07



13. INSURANCE BY LESSEE:

Lessee shall maintain at Lessee's own expense throughout the original term of this Lease and any option period exercised, Public liability insurance in an amount not less than three hundred thousand (\$300,000) for any one occurrence for injury or death of any person(s), insuring Lessee and Lessor against them or either of them on account of any occurrences causing injury or death on or about the premises. Lessee shall furnish Lessor with a policy naming Lessor as co-insurer.

14. SIGNS:

Lessee shall have the right to, or allow subleasees to, construct, erect, maintain and control a sign or signs on the demised premises advertising its business, which signs may be removed by the Lessee at any time during the term of the Lease or any extension thereof or at the expiration of earlier termination of this Lease, provided the sign or signs are constructed in a skillful manner and comply with the regulations, laws, and ordinances of the city and state in which the demised premises are located.

15. GOVERNING LAWS:

Lessee shall, to the extent possible, comply at its own expense, with all requirements of any legally constituted public authority pertaining to the use of said premises, provided however, should Lessee be unable to comply with said requirements or if compliance is deemed by Lessee to be economically unjustifiable, Lessee shall have the option to terminate this Lease by giving written notice of that fact to Lessor; and in the event this Lease is so terminated, Lessor shall return to Lessee any deposits heretofore made by Lessee to Lessor. Lessor shall promptly comply with any such requirement if not made necessary by reason of Lessee's occupancy.

16. APPLICABLE LAW:

The parties hereto do hereby agree that all matters of dispute that are to be settled by litigation, negotiation or arbitration at any time by reason of the terms of this Lease, shall be negotiated, tried, litigated, conducted and arbitrated in the County and State in which the property is located.

17. ATTORNEYS' FEES:

The successful party in any litigation between Lessor and Lessee by reason of the terms of this Lease shall be entitled to reasonable attorneys' fees and all costs of suit incurred therein.

18. HOLDING OVER:

If Lessee holds over after the termination of this Lease, Lessee shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy and such holding over shall not constitute an extension of this Lease. During such holding over, Lessee shall pay rent on a monthly basis upon terms and conditions as existed during the last year of the term hereof.

Original  
Do NOT Remove  
From Office

#29 87

19. QUIET POSSESSION:

Lessor shall place Lessee in the peaceful and undisturbed possession of the demised premises on or before the commencement of the term hereof, and Lessee performing and observing all of the terms, covenants, and conditions on its part, Lessor shall insure to Lessee the quiet and peaceful possession of the demised premises during the term thereof.

20. SEVERABILITY:

Should any term, covenant, condition, provision, sentence or part thereof of this Lease be held invalid or unenforceable by a Court of competent jurisdiction, the remaining terms and provisions, shall nevertheless, remain in full force and effect.

21. SUCCESSORS - ENTIRETY:

This Lease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns; no assignee for the benefit of creditors, trustee, receiver or referee in bankruptcy shall acquire any rights under this Lease by virtue of this paragraph. This Lease may be modified in writing only and it constitutes the entire agreement of the parties who acknowledge that no oral or other representations have been made by themselves or any agent of either of them with respect to the conditions of said premises or any obligation of the Lessor hereunder or otherwise. Upon the transfer of any ownership of the demised premises, the Transferree shall, within reasonable time, provide Lessee with copies of documents of title showing ownership of the demised premises to be vested in such Transferree and the date of such transfer. Thereafter, any rental payments due in accordance with paragraph five (6) shall be made to such Transferree.

22. DEFAULT:

It is mutually agreed that in the event the Lessee shall default in the payment of rent herein required, when due, and fails to cure said default within thirty (30) days after receipt of written notice thereof from Lessor; or if Lessee shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such notice of default from Lessor: then and in any of said events, Lessor at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Lessee; whereupon this Lease shall end. After an authorized assignment or subletting of the entire premises covered by this Lease, occurring of any of the foregoing defaults or events other than the payment of rent shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Within thirty (30) days of such termination by Lessor, Lessee will surrender possession of the premises to Lessor leaving the premises in the good condition except for natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty.

Original  
Do NOT Remove  
From Office

#29 87

23. CONDEMNATION:

In the event a portion or all of the herein demised premises shall be taken by condemnation, eminent domain or other similar action for public use or purposes, then the Lessee may at his option cancel and terminate this Lease in its entirety effective at any time after entry of the final order of condemnation by giving notice to the Lessor of his intention to do so; and, upon the giving of said notice by the Lessee, this Lease shall cease and terminate and any rent paid in advance shall be apportioned and refunded to the Lessee. Each party shall be free to make claim against the condemning party for the amount of damage done to each of them by such proceeding.

24. CAPTIONS:

The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

AGREED TO:

LESSOR:

Ollin Wineland  
Naomi L. Wineland  
Owners

LESSEE:

Vivid Color Corporation  
Thurston Hower  
President

\_\_\_\_\_  
Ollin Wineland, Owner

\_\_\_\_\_  
Thurston Hower, President

\_\_\_\_\_  
Naomi L. Wineland, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Original  
Do NOT Remove  
From Office

#29 87

#29 87

LESSOR:

LESSEE:

Name Ollin & Naomi Wineland

Name Vivid Color Corporation

Address 3902 Green Hill Court

Address 816 Federal Blvd

City & State Norman, Okla. 73072

City & State Denver, Colo. 80204

Phone (405) 364-3058

Phone (303) 572-1110

Property Located at 1144 & 1150 North 12th Street, Grand Junction, Colorado.

Intersection of North 12th Street & Glenwood Avenue

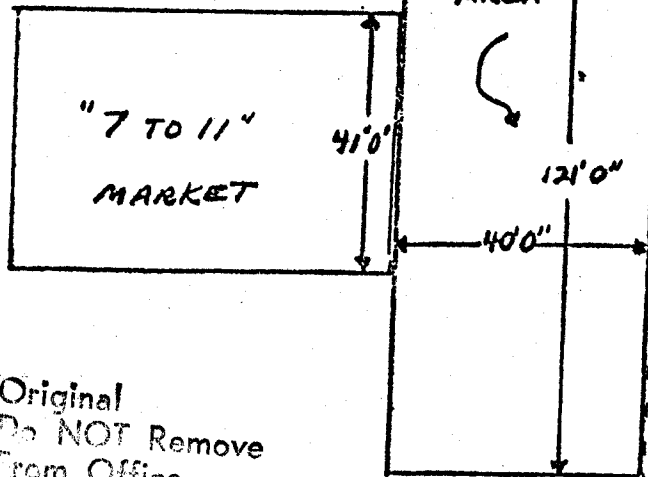


MESA COLLEGE

NORTH

NORTH 12<sup>TH</sup> STREET  
AVENUE

PROPERTY LINE



Original  
Do NOT Remove  
From Office

(NOT TO SCALE)

PROPERTY LINE

#29 87

Lessor Approval

(Initials)

Lessee Approval

(Initial)

EXHIBIT "A"

# REVIEW SHEET SUMMARY

FILE NO. 29-87 TITLE HEADING Conditional Use, Drive-up Window DUE DATE 7-17-87  
 ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Subway Restaurants, Inc. at 1144 North 12  
Street Jim Cagle Jr.

PETITIONER ADDRESS 25 High St., Milford, CT

~~ENGINEER~~ Representative: Lee Markley

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
7-09-87	Fire Dept.	This office has no objection to this conditional use as long as it doesn't interfere with fire protection to the building or to the alley way and access to McDonald's.
7-13-87	Police Dept.	I would like to know more about the number of vehicles trying to gain access at one time. The fact the entrance and drive-up was not a problem while the business was a photo business may not hold true for a fast food service.  I would be concerned if traffic were blocking the north or south bound lanes of 12th Street so close to the 12th and North Avenue intersection.
7-17-87	City Engineer	I am opposed to the proposed drive-up window facility at this location for the following reasons: <ol style="list-style-type: none"> <li>1. There is stacking room for only three vehicles beside the building. A fourth vehicle would block either the alley east of the building, the driveway into the alley off of Glenwood Avenue, or the traffic lanes in Glenwood Avenue.</li> <li>2. Vehicles eastbound on Glenwood Avenue cannot make the 180° turn into the drive-in lane without encroaching into the west bound traffic lane in Glenwood Avenue or backing up into the street or alley. Either maneuver is hazardous.</li> <li>3. The number of vehicles using the drive-up window would likely be much higher as a restaurant than it was as a photo finishing service. The driveway and alley east of the building would often be blocked by vehicles trying to get into the drive-in lane.</li> <li>4. The westerly most driveway on Glenwood Avenue is too close to the corner of 12th Street and Glenwood and is not acceptable as an exit from the proposed restaurant. This driveway would have to be closed or signed as an <u>entrance only</u>.</li> </ol>
7-20-87	City Planning	This is an application for a Conditional Use Permit to allow the use of a drive-up window. The C-1 zone allows a restaurant type use without the need for a Conditional Use Permit. <ol style="list-style-type: none"> <li>1. As a point of clarification, the north-south access between this property and the McDonald property is <u>not</u> a dedicated alley right of way. It is a joint ingress/egress easement for the properties adjacent to the access.</li> <li>2. Due to the close proximity of this proposed drive-up window to the 12th Street and Glenwood Avenue intersection, I would not support approval of the Conditional Use Permit <u>unless</u> the west driveway onto Glenwood Ave. was closed. I witnessed numerous traffic conflicts during the time the drive-up was used for photo drop-offs, and can only expect greater difficulties during peak use periods as a restaurant.</li> </ol>

**RESPONSE NECESSARY**  
 by August 3, 1987

# REVIEW SHEET SUMMARY

FILE NO. 29-87 TITLE HEADING Conditional Use for Drive-Up Window DUE DATE 7-17-87  
Cont'd

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PETITIONER ADDRESS \_\_\_\_\_

ENGINEER \_\_\_\_\_

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
Cont'd	Planning Dept.	<ol style="list-style-type: none"><li>3. What is the designed seating capacity of the restaurant?</li><li>4. What method of enforcement will be used to guarantee that the six parking spaces will be reserved for restaurant customers? Presently there are many times during the day that all spaces on the west are being taken by 7-11 customers.</li><li>5. Any new signage will require a separate sign permit by a licensed sign contractor.</li><li>6. If approved, parking must be restriped and directional arrows in place to help the flow of traffic.</li></ol>
7-22-87	Building Dept.	The owners of the proposed business will be required to obtain a building permit for the change in use. Architect stamped plans will be required to accompany the permit application. A city of Grand Junction licensed general contractor is required to perform the work.

**LATE**



RECEIVED GRAND JUNCTION  
PLANNING DEPARTMENT

AUG 03 1987

July 30, 1987

Planning Department  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, Colorado 81501

Re: File No. 29-87  
Conditional Use for Drive-up Window-Restaurant  
1144 North 12Th Street  
Grand Junction, Colo.

Gentlemen and Ladies:

Subway Restaurants, Inc. and Jim Cagle, Jr., the applicants in this proposal, wish to withdraw the application from consideration at this time.

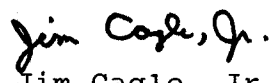
This decision was prompted by the many negative concerns expressed by the City Agencies or Agency Heads, and the inability to secure an adequate agreement for additional off premises parking for employees that would be required in addition to the 6 spaces for customer parking on the premises for the proposed 18 restaurant seats.

Faced with the high probability of disapproval by the Planning Commission, the applicants have decided to seek another, more compatible location.

We wish to thank the Planning Department Staff for their kind assistance in preparing the application.

Sincerely,

  
Lee Markley  
Representative

  
Jim Cagle, Jr.  
Applicant