



DEVELOPMENT APPLICATION
 Community Development Department
 250 North 5th Street Grand Junction, CO 81501
 (303) 244-1430

A Receipt 4949
 Date 4/1/92
 Rec'd By [Signature]
 File No. #20 92

We, the undersigned, being the owners of property situated in Mesa County, State of Colorado, as described herein do hereby petition this:

PETITION	PHASE	SIZE	LOCATION	ZONE	LAND USE
<input type="checkbox"/> Subdivision Plat/Plan	<input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Resub				
<input type="checkbox"/> Rezone				From: To:	
<input type="checkbox"/> Planned Development	<input type="checkbox"/> ODP <input type="checkbox"/> Prelim <input type="checkbox"/> Final	<i>5</i>			
<input checked="" type="checkbox"/> Conditional Use		<i>1 acre</i>	<i>S.E. OF 750 1/2 HORIZON DR.</i>	<i>H.O.</i>	<i>COMMERCIAL</i>
<input type="checkbox"/> Zone of Annex					
<input type="checkbox"/> Text Amendment					
<input type="checkbox"/> Special Use					
<input type="checkbox"/> Vacation					<input type="checkbox"/> Right-of-Way <input type="checkbox"/> Easement
<input type="checkbox"/> PROPERTY OWNER		<input type="checkbox"/> DEVELOPER		<input type="checkbox"/> REPRESENTATIVE	

<input checked="" type="checkbox"/> Bruce C. Carrier	<input checked="" type="checkbox"/> Westwin Investment Corp	<input checked="" type="checkbox"/> Kurt A. Steidley
Name c/o Western States Motels	Name	Name
Address 1736 E. Sunshine Ste. 304	Address 2505 Weslo Ave.	Address 380 McFarland
City/State/Zip Springfield, MO 65804	City/State/Zip Grand Junction, CO 81502	City/State/Zip Grand Junction, CO
Business Phone No. 417-883-7424	Business Phone No. 303-241-3214	Business Phone No. 303-241-3214

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all hearings. In the event that the petitioner is not represented, the item will be dropped from the agenda, and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Kurt A Steidley
 Signature of Person Completing Application
 Date April 01, 1992

Western States Motel Operations, INC

Lessee _____ President
 Signature of Property Owner(s) - Attach Additional Sheets if Necessary

BLM - SKYLINE JOINT VENTURE
C/O BARRY BUESCHER
P O BOX 1752
GRAND JCT CO 81502

WESTWIN INVESTMENT INC.-PETITIONER
C/O KURT A. STEIDLEY
2505 WESLO AVE
GRAND JCT CO 81505

HOWARD JOHNSON MOTOR LODGE
C/O CHUCK BASKIN
752 HORIZON DR
GRAND JCT CO 81506

WENDY'S RESTAURANT
C/O KURT STEIDLEY
750 1/2 HORIZON DR
GRAND JCT CO 81506

WESTERN STATES MOTEL OPER.
C/O ERRETT SECHLER
1736 E SUNSHINE, STE 304
SPRINGFIELD MO 65804

ZARLINGO'S AUTOMOTIVE SERVICE
C/O BOB & LARRY ZARLINGO
748 HORIZON DR
GRAND JCT CO 81506

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#20 2

TRAFFIC IMPACT STUDY

PROPOSED MINIATURE GOLF COURSE

750 1/2 Horizon Drive
Grand Junction, Colorado

March 1992

Prepared For

WESTWIN INVESTMENT CORPORATION

2505 Weslo Avenue
Grand Junction, Colorado

Prepared By

BANNER ASSOCIATES, INC.

2777 Crossroads Blvd.
Grand Junction, CO 81506
(303) 243-2242

INTRODUCTION

This traffic study is being conducted to ascertain vehicle trip generations resulting from the construction of a miniature golf course south of the existing Wendy's Restaurant at 750 1/2 Horizon Drive. These trip generations will be analyzed to forecast any traffic impacts that may be experienced on Horizon Drive.

The miniature golf course will encompass approximately 1.1 acres of land and will be situated between Interstate 70 and the Grand Junction Airport directly south of the existing Wendy's Restaurant (see vicinity map in Appendix A).

The adjacent traffic artery, Horizon Drive, includes two vehicle lanes in either direction, with a cross traffic center turn lane. Currently, no center median exists; however, a curb and gutter in addition to pedestrian sidewalks are in place on either side of the street section. Additionally, a four way stop light is in place directly to the north on Crossroads Boulevard.

TRIP GENERATION AND DISTRIBUTION

Traffic ingress and egress to the proposed miniature golf course will be serviced directly from Horizon Drive. Traffic from the south will be generated from Interstate 70 vehicles and the numerous hotels which exist in the area. In addition, the majority of Grand Junction residents will access the proposed facility from the south. Conversely, traffic originating from the north will extend from the surrounding businesses, hotels and the airport. Although it is not known at this time which direction will generate the majority of the vehicles entering the proposed site, it will be assumed that 65% of the vehicles will be generating from the south, and the remaining 35% will originate from the north.

The vehicle trips generated by this study will be calculated by using "*Trip Generation*," fifth edition published by the Institute of Transportation Engineers. In this case, the ITE land use code of 480 for an amusement park will be used.

TRAFFIC VOLUMES

The peak hour traffic along Horizon Drive was counted on a Saturday evening between 6:15 p.m. and 8:15 p.m., a period in which other miniature golf courses in the area feel is their busiest time. These traffic counts will be added to those generated by the ITE data for an amusement park containing one acre of land. The northbound and southbound thru traffic counts are 305 and 293 VPH respectively. This data is shown in Appendix B.

CONCLUSIONS

The "Trip Generation" program was first run with the data collected between 6:15 and 7:15 p.m. One can see from the traffic movement data that the vehicle total thru counts for both directions decreased after this one hour period. Additionally, the counts within each 15 minute interval, for the most part, were within the same range, allowing the peak hour factor to remain at unity. An analysis of these existing conditions on Horizon Drive suggests a level of service no worse than Level C. This is within the standards set forth by the City of Grand Junction.

The "Trip Generation" program was then run with the additional traffic trips projected by using the ITE manual for an amusement park (480). In this case, the ITE projected approximately 21 vehicle trip ends. When these counts were added to the existing traffic counts on Horizon Drive, the program predicted a level of Service C.

Although it was felt that the ITE data for an amusement park most resembled that of a miniature golf course, the vehicle trips that it predicted seemed lower than what one might surmise. Therefore, it was necessary to forecast the number of holes that could be played by an average group in any one hour. With a further review, it was found that the average group could play one hole every three to six minutes. Therefore, the worst case scenario for playing 18 holes was approximately one hour, suggesting that approximately 18 vehicles would be exiting the premises every hour.

For analysis, 42 vehicle trip ends were used with a directional distribution of 58% entering and 42% exiting. This was the same distribution that the amusement park suggested. The analysis was then run using the "Trip Generation" program which again predicted that in no case would the level of service for the intersection exceed Level C.

It should be clear by now that the additional traffic volumes generated by constructing a miniature golf course will not adversely affect the traffic conditions on Horizon Drive. This, in part, is attributed to the time that most miniature golf courses experience their busiest period. The highest afternoon traffic volumes on Horizon Drive occur between 4:00 and 6:00 p.m., while the miniature golf course, on the other hand, will generate its highest volume after 6:00 p.m.

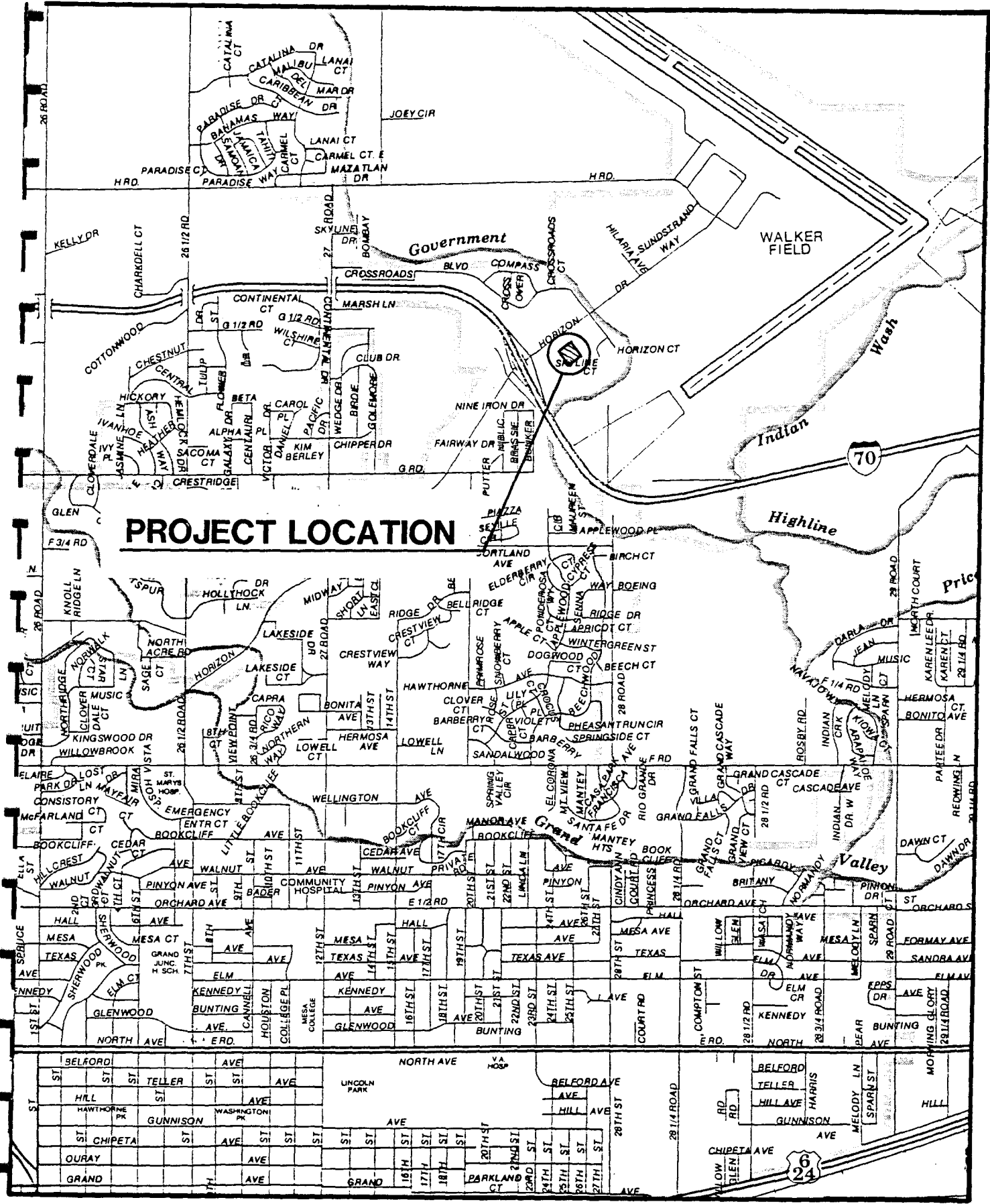
Since a favorable level of service can be maintained with the addition of a miniature golf course, no improvements are necessary on Horizon Drive at this time.

APPENDIX A

PROJECT LOCATION

VICINITY MAP

N.T.S.



APPENDIX B

BANNER

BANNER ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
2777 CROSSROADS BOULEVARD
GRAND JUNCTION, CO 81506 • (303) 243-2242

JOB NO. 8017-72 MINIATURE GOLF
JOB TRAFFIC IMPACT STUDY
CALCULATED BY H.E.B. DATE 3-27-92
CHECKED BY _____ DATE _____

SHEET NO. 1 OF 3

TRIP GENERATION

FOR A ONE ACRE AMUSEMENT PARK
USE ITE (480)

$$\text{— AVE. RATE} = \frac{18.86 \text{ VPH}}{\text{ACRE}}$$

— AVERAGE VEHICLE TRIPS PER HOUR (VPH)

$$\text{VPH} = \frac{18.86 \text{ VPH}}{\text{ACRE}} \times 1.12 \text{ ACRES} = 21.12 \text{ VPH}$$

— DIRECTIONAL DISTRIBUTION :

58 % ENTERING

42 % EXITING

$$0.58 \times 21.12 = 12.25 \text{ ENTERING}$$

$$0.42 \times 21.12 = 8.87 \text{ EXITING}$$

TRIP DISTRIBUTION

65% OF VEHICLES ENTERING FROM THE SOUTH

35% OF VEHICLES ENTERING FROM THE NORTH

$$12.25 \times 0.65 = 7.96 \approx 8 \text{ VEHICLES ENTERING}$$

$$12.25 \times 0.35 = 4.29 \approx 4 \text{ VEHICLES ENTERING}$$

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JOB TRAFFIC IMPACT STUDY
CALCULATED BY H.E.B. DATE 3-27-92
CHECKED BY _____ DATE _____

SHEET NO. 2 OF 3

TRIP DISTRIBUTION (CONTINUED)

65% OF VEHICLES EXITING TO THE SOUTH
35% OF VEHICLES EXITING TO THE NORTH

$$8.87 \times 0.65 = 5.77 \approx 6 \text{ VEHICLES}$$
$$8.87 \times 0.35 = 3.10 \approx 3 \text{ VEHICLES}$$

ASSUMED TRIP GENERATION

1 HOLE TAKES 3 - 6 MINUTES

$$18 \text{ HOLE} \times \frac{3 \text{ MINUTES}}{\text{HOLE}} = 54 \text{ MINUTES} \approx 1 \text{ HOUR}$$

SAY 18 VEHICLES EXIT EVERY HOUR
THIS IS 42% OF VEHICLE TRIPS

$$18 \text{ VEHICLES} \times \frac{1}{0.42} = 42.86 \approx 42$$

USE: 18 VEHICLES EXITING
24 VEHICLES ENTERING

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JOB NO. 8017-72 MINIATURE GOLF
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CALCULATED BY H.E.B. DATE 3-27-92
CHECKED BY _____ DATE _____

SHEET NO. 3 OF 3

TRIP DISTRIBUTION

65% OF VEHICLES ENTERING FROM THE SOUTH

35% OF VEHICLES ENTERING FROM THE NORTH

$$0.65 \times 24 = 11.70 \approx 12 \text{ VEHICLES}$$

$$0.35 \times 24 = 6.30 \approx 6 \text{ VEHICLES}$$

65% OF VEHICLES EXITING TO THE SOUTH

35% OF VEHICLES EXITING TO THE NORTH

$$0.65 \times 18 = 15.60 \approx 16 \text{ VEHICLES}$$

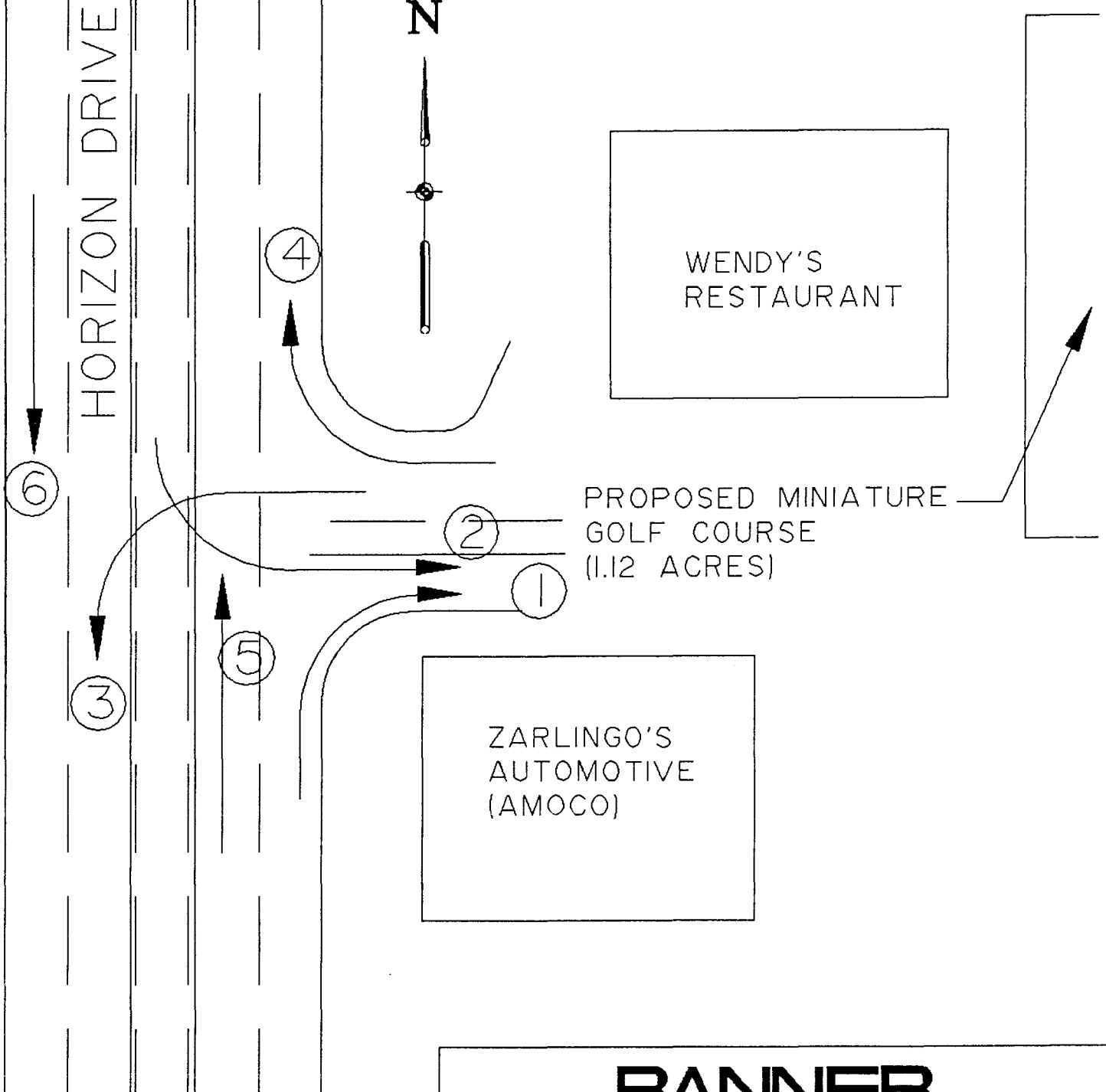
$$0.35 \times 24 = 8.40 \approx 8 \text{ VEHICLES}$$

TRAFFIC MOVEMENT

TRAFFIC COUNTS

	1	2	3	4	5	6
TIME						
6:15		Begin	traffic	counts		
6:30	11	5	7	3	80	77
6:45	12	0	12	2	77	73
7:00	10	2	14	1	70	56
7:15	7	1	4	5	78	87
7:30	12	5	10	3	72	82
7:45	3	2	8	1	55	65
8:00	2	1	10	1	58	59
8:15	5	2	5	4	55	52
8:30	4	1	6	6	38	50

TRAFFIC MOVEMENTS



N.T.S.

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605 E. MAIN • SUITE 6 • ASPEN, CO 81611 • (303) 925-5857

ADJACENT TRAFFIC VOLUMES DURING
GENERATOR PEAK HOUR

SATURDAY 6:15 TO 7:15 P.M.
VEHICLES PER HOUR

N

293

HORIZON DRIVE

8

37

||

WENDY'S RESTAURANT

PROPOSED MINIATURE GOLF COURSE
(1.12 ACRES)

ZARLINGO'S AUTOMOTIVE
(AMOCO)

305

40

N.T.S.

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TRIP DISTRIBUTION

HORIZON DRIVE

N

WENDY'S
RESTAURANT

PROPOSED MINIATURE
GOLF COURSE
(1.12 ACRES)

ZARLINGO'S
AUTOMOTIVE
(AMOCO)

N.T.S.

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35%

65%

35%

65%

SITE GENERATED TRAFFIC VOLUMES
DURING GENERATOR PEAK HOUR

N AMUSEMENT PARK (ITE 480)

AVERAGE VEHICLE TRIP ENDS PER HOUR VS: ACRES
ON A: SATURDAY 6:15 TO 7:15 P.M.

HORIZON DRIVE

WENDY'S
RESTAURANT

PROPOSED MINIATURE
GOLF COURSE
(1.12 ACRES)

ZARLINGO'S
AUTOMOTIVE
(AMOCO)

DIRECTIONAL DISTRIBUTION:
58% ENTERING, 42% EXITING

N.T.S.

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SITE GENERATED TRAFFIC VOLUMES

DURING GENERATOR PEAK HOUR

ASSUMED TRAFFIC VOLUMES

VEHICLE TRIP ENDS PER HOUR

ON A: SATURDAY 6:15 TO 7:15 P.M.

HORIZON DRIVE

N

WENDY'S
RESTAURANT

PROPOSED MINIATURE
GOLF COURSE
(1.12 ACRES)

ZARLINGO'S
AUTOMOTIVE
(AMOCO)

DIRECTIONAL DISTRIBUTION:
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N.T.S.

91

6

11

16

APPENDIX C

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35
 PEAK HOUR FACTOR..... 1
 AREA POPULATION..... 30000
 NAME OF THE EAST/WEST STREET..... WENDY'S EAST
 NAME OF THE NORTH/SOUTH STREET..... HORIZON DRIVE
 NAME OF THE ANALYST..... H.E.B.
 DATE OF THE ANALYSIS (mm/dd/yy)..... 03/21/92
 TIME PERIOD ANALYZED..... 6:15-7:15

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: NORTH/SOUTH
 CONTROL TYPE WESTBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	--	37	0	8
THRU	--	0	305	293
RIGHT	--	11	40	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	--	2	2	2

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	---	---	---	-
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	---	---	---
WESTBOUND	0	0	0
NORTHBOUND	1	1	0
SOUTHBOUND	1	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS WB	5.70	5.70	0.00	5.70
MAJOR LEFTS SB	5.60	5.60	0.00	5.60
MINOR LEFTS WB	7.30	7.30	0.00	7.30

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c _p (pcph)	ACTUAL MOVEMENT CAPACITY c _M (pcph)	SHARED CAPACITY c _{SH} (pcph)	RESERVE CAPACITY c _R = c _{SH} - v	LOS
MINOR STREET						
WB LEFT	37	318	316	316	279	C
RIGHT	11	919	919	919	908	A
MAJOR STREET						
SB LEFT	8	750	750	750	741	A

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 30000

NAME OF THE EAST/WEST STREET..... WENDY'S EAST

NAME OF THE NORTH/SOUTH STREET..... HORIZON DRIVE

NAME OF THE ANALYST..... H.E.B.

DATE OF THE ANALYSIS (mm/dd/yy)..... 03/21/92

TIME PERIOD ANALYZED..... 6:15-7:15

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: NORTH/SOUTH

CONTROL TYPE WESTBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	--	43	0	12
THRU	--	0	305	293
RIGHT	--	14	48	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	--	2	2	2

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	---	---	---	-
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	---	---	---
WESTBOUND	0	0	0
NORTHBOUND	1	1	0
SOUTHBOUND	1	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS WB	5.70	5.70	0.00	5.70
MAJOR LEFTS SB	5.60	5.60	0.00	5.60
MINOR LEFTS WB	7.30	7.30	0.00	7.30

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE	POTENTIAL CAPACITY	ACTUAL MOVEMENT CAPACITY	SHARED CAPACITY	RESERVE CAPACITY		LOS
	v (pcph)	c _p (pcph)	c _M (pcph)	c _{SH} (pcph)	c _R	c _{SH} - v	
MINOR STREET							
WB LEFT	43	314	311	311		268	C
RIGHT	14	915	915	915		901	A
MAJOR STREET							
SB LEFT	12	742	742	742		730	A

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35
 PEAK HOUR FACTOR..... 1
 AREA POPULATION..... 30000
 NAME OF THE EAST/WEST STREET..... WENDY'S EAST
 NAME OF THE NORTH/SOUTH STREET..... HORIZON DRIVE
 NAME OF THE ANALYST..... H.E.B.
 DATE OF THE ANALYSIS (mm/dd/yy)..... 03/21/92
 TIME PERIOD ANALYZED..... 6:15-7:15

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: NORTH/SOUTH
 CONTROL TYPE WESTBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	--	49	0	16
THRU	--	0	305	293
RIGHT	--	17	46	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	--	2	2	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	---	---	---	-
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	---	---	---
WESTBOUND	0	0	0
NORTHBOUND	1	1	0
SOUTHBOUND	1	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS WB	5.70	5.70	0.00	5.70
MAJOR LEFTS SB	5.60	5.60	0.00	5.60
MINOR LEFTS WB	7.30	7.30	0.00	7.30

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c _p (pcph)	ACTUAL MOVEMENT CAPACITY c _M (pcph)	SHARED CAPACITY c _{SH} (pcph)	RESERVE CAPACITY c _R = c _{SH} - v	LOS
MINOR STREET						
WB LEFT	54	312	308	308	254	C
RIGHT	19	916	916	916	897	A
MAJOR STREET						
SB LEFT	18	744	744	744	727	A

WCI

Westwin Investment Corporation, Inc.

PROJECT NARRATIVE

April 1, 1992

TO: The City of Grand Junction

FROM: Westwin Investment Corporation, Inc.

SUBJECT:

MINIATURE GOLF COURSE AND ICE CREAM STAND

#20 92

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PROJECT NARRATIVE

MINIATURE GOLF COURSE & ICE CREAM STAND

PROPOSED DEVELOPMENT:

We are proposing the expansion of the Wendy's Restaurant on Horizon Drive with the addition of two components which will immeasurably enhance the "Horizon Drive Tourist District". In 1991, there were 3,000 to 4,000 tourists per day who stayed over night on Horizon Drive during the peak season from Memorial to Labor Day, based on the 1990 Customer Survey, calculated July 1990. Easily, 43% of the tourists who visit Wendy's ask if there is anything to do on Horizon Drive. Invariably, we have had to answer no, until now!

The first addition will be an 18-hole miniature golf course with a dramatic dinosaur theme. Each hole will display a different dinosaur theme, providing educational information and authenticity with the involvement of Dinosaur Valley and the Museum of Western Colorado. There will be a 288 square foot golf shop, offering public restrooms, to manage the course.

The second addition will be a 336 square foot modular ice cream building, also with the dinosaur theme. Our customers will be strictly walk-up, from the Wendy's, our golf course and from the surrounding motels.

Both additions will occur simultaneously.

LOCATION:

Wendy's is leasing approximately 44,987 square foot of a 1.1288 acre undeveloped parcel. The site is located on the south-east corner of 750 1/2 Horizon Drive behind Wendy's restaurant. By developing the back portion of the parcel with paving and landscaping, there will be a drastic improvement to Horizon Drive, minimizing the dust problems common to this area.

See attached legal document.

#20 92

DEVELOPMENT SCHEDULE:

Construction is to start as early as May 6, 1992.

The projected business opening is May 27, 1992. This is possible for two reasons. First, the Golf Shop will be an open-air building, only taking five days to build. The golf course itself will be mostly pre-fab, with museum's, etc. providing the dinosaurs and other time consuming components. The second factor is the ice cream building which is a modular, already set up as an existing ice cream concept. It is ready to go, once set on an engineered foundation with utilities hooked up, and expansion of existing landscape.

ZONING AND COMPATIBILITY:

According to the City of Grand Junction, all land surrounding this site is zoned H.O.

The facilities in the immediate area include Zarlingo's Service Station, Howard Johnson's Motor Lodge, and Wendy's Restaurant, within a 200 foot radius.

Outside the 200 foot radius, there are several budget hotels and motels that do not provide recreational facilities or other amenities to the visiting consumer. Included in the visitor count are the numerous buses from collegiate and non-collegiate activities coming to Grand Junction from several states and within Colorado.

In addition to the tourist population, in the immediate area there is a large local work force consisting of offices, retail, lodging, dining, real estate, government agencies, manufacturing industry, and the airport, as well as the general work force and residential population of Grand Junction.

There are at present no recreational facilities and a golf course and ice cream stand at this location, we believe, is a compatible and needed use.

#20 92

OPERATIONS:

The anticipated operating hours for both businesses during our seasonal time frame of May through October, are from 11:00 a.m. to 10:00 p.m., with approximately 80 % of our business being conducted from 6:00 p.m. to 10:00 p.m. This proposed schedule of activity compliments the Wendy's restaurant which conducts approximately 70 % of our business prior to 4:00 p.m.

We expect to see 180 playing days, and 250 players per day. In the ice cream stand, we expect to serve 150 ice cream customers per day.

At this location we will be catering primarily to the tourist population which stays on Horizon Drive between Memorial Day and Labor Day. For the local population, our facility will be strictly "destination" shopping, and we expect less than 10% of our business to come from the local customer base.

ACCESS AND SITE DESIGN:

Access to the site is from an existing curb-cut on Horizon Drive at Wendy's. Horizon Drive connects these proposed tourist businesses to Interstate 70 and 10,000 highway travelers, based on the 1990 Colorado State Highway System Traffic Volume Map. There are also pedestrian sidewalks for the customers of Wendy's and the tourist population to access the golf course and ice cream building.

The traffic pattern on the site is counter-clockwise flow with center parking located in the middle section of the proposed property development, which is south of the Wendy's back property line.

In 1990, Westwin Investments, Inc. conducted a customer flow survey from information compiled from other miniature golf course businesses in Orem and Provo, Utah, Glenwood Springs and Denver, Colorado, and from Dallas, Texas. Following are the results:

#20 92
10/2/92
D. J. [unclear]
From [unclear]

ACCESS AND SITE DESIGN CONT:**Player Count Projections:**

Day Part I (11 am to 5 pm)
player count = 50 (20 %)

Day Part II (6 pm to 10 pm)
player count = 200 (80%)

Customer Flow Projections:

Day Part I: 10% = pedestrian
15% = Wendy's customers
75% = vehicle travel

Day Part II: 15% = Wendy's customers
38% = pedestrian
47% = vehicle travel

The maximum restrictions on the course are 63 people per hour, which constitutes a minimum parking availability of 15 spaces.

Parking stalls provided are in excess of the recommended amount:

Recommended parking:

Handicapped--- 1 stall
Standard-----18 stalls

Provided Parking:

Handicapped--- 2 stalls
Standard-----30 stalls

The leased premises includes an easement of a paved access road from the curb-cut to the rear of the Wendy's site. Additional easements will be created from the rear of the Wendy's lot and then to the southwest corner of the proposed development.

SIGNAGE:

Directional signage shall be installed on the proposed site.

Allowable signage:

210 feet times 1.5 = 315 square feet

Wendy's Current Footage Use:

One highrise at 150 square feet
Two building signs at 31 square feet each (62 square feet)
Total current use = 212 square feet

SIGNAGE CONT:**Remaining Footage Available:**

103 square feet

Proposed Signage:

25 square feet per building to be placed on each building showing towards Horizon Drive (50 square feet)

Total after development usage is 262 square feet, remaining unused signage is 53 square feet

There shall remain only one free standing sign on the total 2.3153 acres currently leased. A proposed schematic will be submitted at a later date.

UTILITIES:

Electrical utilities exist to the property line which includes the 220 3-phase. We do not anticipate the need for 220, however, it is available if needed. Both the golf course and the ice cream stand will be all electric facilities.

A proposed fire hydrant will be located on the south west corner of the existing Wendy's back property line and proposed property site. This will meet the requirements for our development.

Water and sewer to be connected to the existing sewer and water line of the Wendy's restaurant, since there will be minimal usage from the Golf Course and Ice Cream building.

Natural Gas would not be required.

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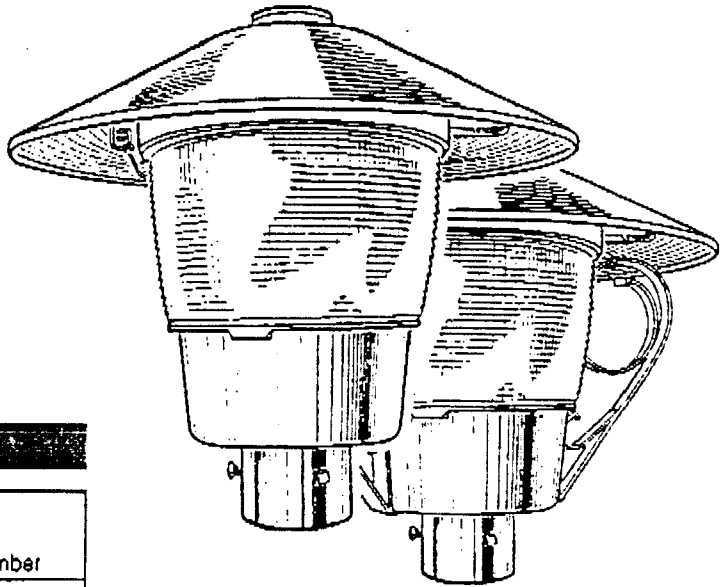
PM16 AND PM17 LUMINAIRES

APPLICATIONS

Residential roadways, walkways, shopping centers, malls

SPECIFICATION FEATURES

- Die-cast aluminum ballast housing
- Stainless steel latch to secure hinged canopy
- Built-in ballast
- No-tool access to relamp
- Terminal board
- Magul base socket
- Prismatic refractor
- Plug-In ignitor
- Decorative scrolls, black only (P16M only)



MOST FREQUENTLY ORDERED

Wattage	Light Source	Voltage	IES Distribution Type	Ordering Number
70	HPS	120	MS5	P17M07S1N2AMS5GR
70	HPS	120	MN3	P17M07S1M2AMN3GR
100	HPS	120	MS5	P17M10S1N1AMS5GR
100	HPS	120	MS5	P17M10S1N2AMS5GR
100	HPS	120	MN3	P17M10S1N2AMN3GR
150 (55V)	HPS	120	MS5	P17M15S1M2AMS5GR
150 (55V)	HPS	120	MS5	P17M15S1N1AMS5GR
175	Merc	120X240	SN5	P17M17C7A1ASN5GR
175	Merc	120X240	SN5	P17M17C7A2ASN5GR
175	Merc	120X240	MN3	P17M17C7A2AMN3GR
175	Merc	120	SN5	P17M17C1N1ASN5GR
175	Merc	120	MN3	P17M17C1N2AMN3GR

ORDERING NUMBER LOGIC

P17M 07 S 1 M 2 A M N 3 GR F

PRODUCT ID. XXXX	WATTAGE XX	LIGHT SOURCE X	VOLTAGE X	BALLAST TYPE X	PE FUNCTION X	REFRACTOR X	IES DISTRIBUTION TYPE X X X	COLOR XX	OPTIONS XX
P17M = PM17 Luminaire P16M = PM16 Luminaire, Black only	07 = 70 10 = 100 15 = 150 (55V) 17 = 175	S = HPS M = MH C = Merc Standard Lamp not included	1 = 120 2 = 205 3 = 240 4 = 277 5 = 480 7 = 120X240 NOTE: 120X240 connected for 120V	See Ballast and Photometric Selection Table A = Autoreg H = HPF Reactor or Lag M = Mag-Reg N = NPF Reactor or Lag	1 = None 2 = PE R NOTE: Receptacle connected same voltage as unit except as noted. Order PE Control separately.	A = Acrylic L = LEXAN®	See Ballast and Photometric Selection Table S = Short M = Medium S = Semi-cutoff N = Non-cutoff 3 = Type II 5 = Type V	BL = Black DB = Dark Bronze GR = Gray (Standard for P17M);	F = Fusing (Not available with dual voltage) U = U-Listed (Available with LEXAN only)

Data subject to change without notice. The data on alternate options and model numbers shown on this page are not listed unless Design "U" is specified. Registered Trademark of General Electric Company.

Area Lighting Design for: CITY OF GRAND JUNCTION
MINATURE GOLF

DESIGN PARAMETERS:

AREA DIMENSIONS ARE 65 WIDE X 208 LONG

AVERAGE MAINTAINED ILLUMINATION REQUIRED IS 10.0

USE HIGH PRESSURE SODIUM LAMPS IN A SYMETRICAL (CIRCULAR) FIXTURE

USE A MAXIMUM MOUNTING HEIGHT OF 12 WITH LOCATIONS IN THE INTERIOR

SUGGESTED DESIGN & LAYOUT:

USE A 150 WATT HPS GE PM-17 SYMMETERICAL (P17M) FIXTURE
WITH LOCATIONS IN THE INTERIOR AND POSITIONED AS DESCRIBED BELOW.

See Catalog Page 180 for Complete Ordering Information.

-TOTAL FIXTURE QUANTITY -----	24.
-ADJUSTED ILLUMINATION -----	10.22
-TOTAL QUANTITY OF LOCATIONS -----	8.
-MINIMUM MOUNTING HEIGHT -----	12.
-FIXTURES PER LOCATION -----	3.
-COEFFICIENT OF UTILIZATION (CU) -----	0.50
-INITIAL LAMP LUMENS (LL) -----	16000.
-LAMP LUMEN DEPRECIATION (LLD) -----	0.90
-LUMINAIRE DIRT DEPRECIATION (LDD) ---	0.80
-TOTAL LIGHTED AREA PER LOCATION -----	1690.
WIDTH: 3 ROWS SPACED 22'	LENGTH: 8 ROWS SPACED 26'

Normal deviations in luminaire installation, lighted area geometry, electric supply, lamp tolerances, luminaire tolerances, and obstructions within the lighted space may produce illumination levels different from the above predicted values.

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activities require minimal lighting. The primary function of lighting in these areas is security. Spill light should be avoided to preserve the ambience of the neighborhoods as well as surrounding areas of the park and playground.

6.31.1 Illumination Criteria. See Table 47.

6.31.2 Design Considerations.

Two different techniques may be employed for lighting the larger park and playground areas.

The first is by more conventional lower level poles and structures up to 18 or 20 feet, using low wattage HID luminaires with good cutoff. These luminaires can also be quite decorative, lending a comfortable ambience to the park site. Decorative luminaires should be selected for their good lighting qualities, cutoff and glare control, as well as their appearance.

The second, high mast lighting, on 40 feet or higher structures can be utilized for all night coverage over larger areas, and as a *moonlight* over the area when other lights are turned off to provide security for departing patrons and for police observation.

Glare control and cutoff can be achieved with prismatic lenses as well as reflector control. Bare lamps or translucent globes should be avoided.

Lighting should be circuited so that the failure of a single luminaire does not place a large area in total darkness. Walkways to and from the areas should also be lighted for security.

- *Jogging Trails/Pedestrian Walkways*—Should be lighted during hours of darkness for security as well as to see the trail clearly. Typical street lighting equipment should be mounted on 25- to 35-foot poles; post top luminaires on intermediate level poles of 10 to 16 feet high.
- *Bicycle Paths/Nature Trails*—Lighting should be similar to jogging trails, although night lighting is rarely needed.
- *Game Areas (Croquet, Horseshoes, Washer Pitching, Playground Equipment)*—These activities extend into hours of darkness. The specific game may require accent lighting where the spill light may be used to light adjacent areas.

6.32 Specialty Sports

Sports normally not played outdoors at night or played in a variety of field conditions, are sports covered in this section and briefly discussed below. Illuminance criteria are given in Table 48.

Table 48—Illuminance Criteria for Recreational and Specialty Sports

Sport and Tasks	Horizontal Footcandles		Uniformity (Maximum to Minimum)
	Class II	Class III	
Badminton (general area)	30	10	2.0
Beaches (at beach and at surf)		2	4.0
Bowling green (general area)	10	5	3.0
Casting (at dock)	10	10	
Golf			
Miniature		10	
Par-3		1	3.0
Putting green		5	
Horseshoes (at pit)	10	5	
Jogging track (along track)		1	10.0
Park lighting (general area)		5	5.0
Quoits (general area)	10	5	
Shuffleboard (general area)	10	5	
Skating pond (general area)	1	1	3.0

- *Badminton*—Due to the extremely light weight of the shuttlecock, badminton is normally played indoors for competition and tournaments. Outdoor playing is normally intended for social and recreational play.
- *Beaches*—Size and shape of beaches to be illuminated vary. The purpose of lighting a beach is for safety and recreation. Lighting of the surf improves the view and enhances enjoyment of the beach. Recommended illuminance and uniformity limit are given in Table 48. The recommended luminaire mounting heights and spacing for beaches are given in Table 49.
- *Bowling greens*—Bowling greens are 126 feet by 126 feet, square lawn areas with bowling balls rolling from one end of the green to the other end. Only low level general illumination is required.
- *Broomball*—Broomball, a recreational sport similar to ice hockey, is played primarily on hockey rinks.

Table 49—Luminaire Mounting Heights (Feet) for Beaches

Height	Spacing	Beach Depth	Beach Width
20	80	50	150
30	120	100	250
50	200	300	500

The players use plastic brooms instead of hockey sticks, a rubber ball instead of a hockey puck, and wear sneakers instead of ice skates. See 6.18.

- Casting—The art of casting requires bait, wet fly and dry fly game for fisherman to cast a lure or a fly to targets at 40, 50 or 80 feet from a pier or dock. It is a ground level, unidirectional sport. Light poles should be located behind the caster to provide general horizontal illumination at the dock and vertical illumination to reach the targets.

→ Golf (Miniature)—Miniature golf is a game of putting a golf ball through a series of obstacles. Low-level general illumination is adequate. Accent lighting on the features along the course provides visual interest and visibility.

- Golf (Par-3 Putting Green)—Regulation golf is seldom played at night; however, there are practicing and training courses, such as Par-3 courses and putting greens designed for night-use. Lighting for

putting greens is primarily horizontal illumination, and for Par-3 courses primarily vertical illumination. Luminaires should be aimed in the direction of play to avoid direct glare for the players.

- Quoits—Quoits, similar to horseshoes, is played by tossing a heavy iron or rope ring to encircle or come as close as possible to a peg stuck in the ground. Illumination recommendations are similar to horseshoes.
- Shuffleboard—Shuffle board is played by pushing large wooden or iron disks with a cue, fitted with a shovel like head, into numbered spaces. It can be played on decks of a cruise ship, gym, game rooms and other recreational areas. Low general illumination is usually sufficient.
- Skating Pond—A skating pond is basically used for recreational skating. General illumination is designed for safety.

#20 92



Westwin Investment Corporation, Inc.

M E M O R A N D U M

DATE: April 1, 1992
TO: City Planning Department
SUBJECT: Appraisal

This is to inform you that a real estate appraisal has been commissioned by Carl L. Hochmuth, Real Estate Appraiser and shall be completed no later than April 10, 1992. Said copy shall be forwarded to you immediately.

#20 92
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to be removed
from file



Westwin Investment Corporation, Inc.

M E M O R A N D U M

DATE: April 1, 1992
TO: City Planning Department
SUBJECT: Evidence of Title/Lease

This is to inform you that a Ground Lease for subject property is enclosed. At this time, the document is not signed. Said document shall contain all required signatures and appropriately recorded upon approval of this request.

#20,92
City Planning Department
Grand Junction, Colorado
April 1, 1992

GROUND LEASE

THIS LEASE is made by and between WESTERN STATES MOTEL OPERATIONS, INC., a Colorado corporation ("Lessor") whose mailing address is Suite 304 Plaza Towers, 1736 E. Sunshine, Springfield, Missouri 65804 and WESTWIN INVESTMENT CORPORATION, INC. ("Lessee"), whose mailing address is _____.

1. PREMISES: In consideration of the rents, covenants and agreements herein set forth, Lessor demises and leases to Lessee, and Lessee takes and hires from Lessor, the real property ("Property") situated in the City of Grand Junction, County of Mesa, State of Colorado, described in Exhibit "A." Lessee accepts the Property subject to all existing easements, restrictions and rights-of-way of record, specifically including an avigation easement recorded at Book 1607, Page 915 of the Mesa County Records, and an Easement and Access Agreement of ~~even date, which supersedes an Easement and Access Agreement~~ recorded in Book 1612 at Book 630 of the Mesa County records.

2. TERM: The term of this Lease shall commence March 1, 1992, and continue until noon March 31, 1997. Lessee's obligation to pay rent shall begin on the rent commencement date of this Lease. ~~The Lessor may terminate this Lease, upon 30 days' notice, if the Rent Commencement Date has not occurred prior to July 1, 1993.~~

3. RENT COMMENCEMENT DATE: The rent commencement date of this Lease shall be the date of completion of the improvements to be constructed upon the Property by Lessee and the opening to the public for business of Lessee's business upon the Property. Lessee shall be entitled to possession of the Property upon execution of this Lease and shall then be subject to the provisions of this Agreement, except the obligation to pay rent.

4. RENTALS: Lessee shall pay to Lessor, at Lessor's address shown above, or at such other address as Lessor may from time to time designate in writing, rentals as follows:

(a) Base Rent: Base rent in the following amounts:

The rent commencement date through March 1997	\$15,000.00 per year
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Base rental shall be payable monthly, in advance, in consecutive monthly installments of 1/12th of the annual rental. All base rental payments shall be due on the first day of the month following the rent commencement date and on the first day of each month thereafter throughout the term of this lease. If the rent commencement date is not the first of the month, the rental for the number of days from the rent commencement date until the first day of the following month shall be included in the first monthly installment due, in addition to the base rental for that month.

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(b) Percentage Rent: In addition to base rentals, percentage rent shall be paid in an amount equal to 5% of gross sales in excess of the Sales Base. The sales base shall be as follows:

<u>Calendar Year</u>	<u>Sales Base Amount</u>
1992	\$225,000
1993	\$200,000
1994	\$200,000
1995	\$200,000
1996	\$200,000
1997 and thereafter	\$200,000

The percentage rent shall be paid on or before April 30 of the calendar year following the year for which the calculation is made.

(i) Calculation of Total Yearly Amount: In January 1993, and annually thereafter, a determination shall be made of the total amount of percentage rent due for the preceding calendar year. In the case of the determination made during January 1993, the calculation shall be based solely on the portion of the year 1992 after the rent commencement date.

(ii) Gross Sales: The term gross sales is defined as follows: The total amount of the actual sales price of all sales of merchandise, services, or fees for use of facilities sold at, from or upon the Property for cash, on credit or otherwise. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when Lessee shall receive payment from its customer, and no deduction shall be allowed for uncollected or uncollectable credit accounts. The following shall not be included in gross sales:

(1) Any exchange of goods or merchandise between stores owned or controlled by Lessee or Lessee's franchises; provided always, however, that the Property is not to be used merely as a service center;

(2) The amount of any federal, state or local retail excise taxes, sales taxes or food taxes levied or assessed against and collected by or from the Lessee, or from its customers, with respect to sales made from the Property;

(4) Promotional sales or charity sales for which Lessee is not paid;

(5) The amount of any discounts or coupon credits allowed to Lessee's customers and employees.

(iii) Accounting: Lessee agrees to submit to Lessor, within ninety (90) days after the expiration of each year, a statement of gross sales for the preceding year and an executed copy of any sales tax returns filed for said year. Each such statement shall be signed by the Lessee, and Lessee shall certify the amount of the gross sales for the preceding year. Lessee shall utilize, and cause to be utilized, cash registers equipped with sealed continuous totals to record all cash sales. Lessee shall keep all records at Lessee's corporate offices in Grand Junction, Colorado, for at least eighteen (18) months after the expiration of each year. Such records shall conform to generally accepted accounting principles, consistently applied, showing all of the gross sales at, in, from and upon the Property for each year, including all tax reports, sales slips, sales checks, bank deposit records, and other supporting data. Lessor shall have the right, from time to time by its accountants or representatives, to audit all statements of gross sales, and in connection with such audits, to examine all of the Lessee's records (including all supporting data) of gross sales. Lessee shall make all such records readily available in its headquarters, for examination by Lessor or its agents. If any audit discloses that the actual gross sales by Lessee exceeded those reported by three percent (3%), Lessee shall forthwith pay the cost of the audit and examination. Any information obtained by Lessor pursuant to the provisions of this section shall be treated as confidential, except in any litigation or proceedings between the parties and, except further, that Lessor may disclose such information to prospective buyers and prospective or existing lenders. Any person acquiring an interest in the Property by foreclosure, sublease or assignment shall be subject to the same right of Lessor to examine all books and records of the successor, sublessees or assignees.

5. TAXES AND ASSESSMENTS: Lessee agrees to pay to the appropriate governmental agencies all real property taxes, assessments, impositions, and all other claims or charges (herein collectively called the "taxes") which may constitute or may be reduced to a lien upon the Property, including, but not limited to, water charges and sewer charges, before the same shall become delinquent. All such payments for the first and last year of the Lease Term shall be prorated between Lessor and Lessee so that Lessee shall be responsible for that portion of the taxes which is attributable to the Lease Term. No proration shall be made with respect to charges (such as water charges) which are based upon measured use. In the event there is included in the taxes any special assessment or assessment which may be paid in installments, unless otherwise directed by written notice from Lessee, Lessor shall advise the appropriate governmental agency of its intention to elect payment in installments. Lessee shall pay each installment when it becomes due and payable during the Lease Term, regardless of when such assessment was made.

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(a) Because the Property cannot be designated as a separate tax parcel, as to that portion of the taxes attributable to the value of the land, Lessee will pay a percentage of such portion of the taxes determined by dividing the assessed value of the Property by the total assessed value of the tax parcel of which the Property is a part. The improvements erected by Lessee shall be taxed separately to Lessee and Lessee shall pay the taxes upon the improvements before they become delinquent.

Lessor will notify Lessee in writing of any taxes which Lessee is required to pay in accordance with the provisions of this Section. Such notification shall be furnished to Lessee not less than twenty (20) days before the date such taxes are due and shall be accompanied by a copy of the tax bill. Any taxes which Lessee is required to pay shall be paid by it not later than the date on which such taxes are due unless the notification by Lessor is received by Lessee less than twenty (20) days before the date such taxes are due, in which event Lessee shall pay such taxes within twenty (20) days after the date of such notification, and Lessor shall be responsible for the payment of any penalties, interest or other charges imposed upon delinquent payment of taxes. The written notification by Lessor to Lessee of such taxes shall set forth (1) the total taxes on the tax parcel accompanied by a copy of the tax bill; (2) the amount of taxes attributable to land and improvements; and (3) Lessee's portion of the total taxes together with a statement showing how Lessee's portion was calculated in accordance with this Section.

If Lessee fails to timely pay any taxes, which it is required to pay, Lessor may, at its option, pay said taxes, together with any and all penalties, interest and other charges, and said amount shall become immediately due and payable as additional rent.

Lessee shall have the right, in Lessee's own name, or in Lessor's name where appropriate, but at its own cost and expense, to contest the amount or legality of any taxes which it is obligated to pay hereunder and make application for reduction thereof, or any assessment upon which the same may be based, and the Lessor agrees, at the request of Lessee, to execute or join in the execution of any instruments or documents necessary in connection with such contest or application. If Lessee shall contest such tax assessment, or other imposition, the time within which Lessee shall be required to pay the same shall be extended until such contest or application shall have been finally determined, except that Lessee shall be responsible for any penalty imposed by the taxing authority resulting from late payment of taxes due to said contest.

In no event shall Lessee be liable for payment of any income, estate or inheritance taxes imposed upon Lessor or the estate of Lessor with respect to the Property. Lessee shall not pay any income, franchise, excise, sales or excess profits tax assessed against Lessor, unless such assessment is made because of Lessee's failure to pay such tax.

upon all of said permits, licenses, variances and approvals being validly granted on terms and conditions satisfactory to Lessee without qualification, except such qualification as shall be acceptable to Lessee, and no longer subject to appeal. Lessor agrees to execute any application or other documents requested by Lessee in order to obtain any permits, licenses, variances and approvals. In the event any of the permits, licenses, variances or approvals have not been obtained within 120 days following the execution of this Lease by the last party to execute it, then this Lease may be terminated by written notice from Lessee to Lessor and both parties shall be relieved from any obligations and/or liabilities hereunder, and all deposits and payments made hereunder by Lessee shall be refunded to Lessee. All provisions of this contingency shall be equally applicable to subparagraph c of this Section. Failure of Lessee to give written notice of termination within ten days of the failure of a contingency shall be a waiver of any contingency which has not been fulfilled.

(c) Survey: Within 30 days following the execution of this Lease by the last party to execute it, Lessor, at its expense, may order a current certified survey of the Property, bearing a legal description of the Property, to be made and prepared by a reputable and competent licensed surveyor showing: (1) the area, dimension and locations of the Property to the nearest monuments, streets and alleys on all sides; (ii) spot elevations and bench marks; (iii) the location of all available utilities in adjoining streets, alleys or properties with invert elevations of basins, manholes, etc.; (iv) location of all recorded easements against or appurtenant to the Property; and (v) the location of all improvements and encroachments. Within 30 days from the date Lessee is informed by the surveyor, but not later than July 1, 1993, of any condition which, in Lessee's judgment, would impair or render the Property unuseable by Lessee for the purpose stated, Lessee shall notify the Lessor of such and then, upon written notice to Lessor, this Lease shall cease and terminate.

9. ALTERATIONS: During the term of this Lease, Lessee may make alterations, additions and improvements to the Property without the consent of Lessor, and Lessee shall have the right to erect and install such other or additional improvements and equipment on the Property as Lessee may, in its sole judgment, deem desirable to conduct its business as a miniature golf and ice cream facility thereon.

10. CASUALTY LOSS: If the building or other improvements located on the Property should be damaged by fire or other casualty so that, in the reasonable judgment of Lessee, business conducted on the Property could not be conducted in a normal manner until the building and/or improvements are repaired or reconstructed, then Lessee shall, at its option, either 1) repair or reconstruct the buildings and/or improvements, or 2) if the damage occurs in 1998 or later, return possession of the Property to Lessor with all buildings removed from the surface of the

Whenever Lessor shall give any notice to Lessee pursuant to this Lease, Lessor shall also give, to any Mortgage Lender at the address of such Mortgage Lender, a duplicate copy of such notice. The address of the Mortgage Lender shall be the address specified in the Mortgage Notice unless changed by subsequent written notice given by the Mortgage Lender to Lessor. No notice shall be effective unless it is given to all Mortgage Lenders. If at any time a Mortgage Lender shall give to Lessor a written notice that it has released its lien on the leasehold estate, such lender shall cease to be a Mortgage Lender and no further notices need be given to it.

If Lessee shall not cure or remedy any default or breach of covenant by Lessee under this Lease within the period provided for such cure or remedy, Lessor shall thereupon give notice to that effect to all Mortgage Lenders, which shall thereupon be entitled to cure or remedy, or cause to be cured or remedied, within a period of time equal to the period of time allowed to Lessee, such default or breach of covenant and Lessor shall accept such cure or remedy.

In the event any mortgage lender cures the default(s) under the lease in the manner and within the time permitted, it shall be subrogated to Lessor's rights against the Lessee with respect to that default.

Lessor agrees to subordinate its interest in rentals under this lease to a first mortgage for construction or permanent financing with respect to the improvements, fixtures and equipment upon the Property. In the event of foreclosure by such mortgagee, the successful bidder shall enjoy the lease estate free from any claims of Lessor for rent and Lessee shall remain liable for all rentals during the lease term, as extended. Lessor's subordination shall not apply to any provision of this lease except rent and the successful bidder shall be subject to all other provisions of this Lease, including, but not limited to, the following paragraphs of this Lease: 1, 2, 4(b)(iii), 5, 6, 7, 10, 12, 13, 14, 15,(c), (d) and (e), 21, 23, 24, 25, 27 and 29 through 41. If Lessor subordinates its interest, the Mortgage Lender shall agree to notify Lessor of any default upon the mortgage when it occurs. The subordination shall apply to any extensions or renewals of the first mortgage and to any additional advances made under such mortgage for modification or remodeling of improvements upon the Property.

(c) Underlying Lease: Lessor and Lessee acknowledge that the Property is a portion of a larger tract leased by Lessor from Landlord (owner of the fee) pursuant to terms of a "Lease" dated July 1, 1965, which is recorded at Book 901, Page 69 of the Mesa County Records. Lessor and Lessee agree that, for the purpose of this Lease, Lessor shall exercise the "Extension" granted to it in the Underlying Lease and in the event of its failure to do so, Lessee shall have the right, but not the duty, to exercise said option.

12. LIENS NOT PERMITTED: Lessee shall not, at any time, suffer or permit the attachment to the Property of any lien for work done or materials furnished in connection with the improvement, maintenance, repair and/or alteration of the Property by Lessee. If any such lien attaches to the Property and is not discharged or released within 30 days from the date of attachment, Lessor may, at its option, pay the lien claimant the amount of such lien and notify Lessee of such payment, in which event such amount shall be immediately due and payable by Lessee and shall bear interest at the rate of prime plus two percent per annum at United Bank of Grand Junction; provided, however, that if Lessee desires to contest said lien, Lessee shall furnish to Lessor a bond, written by a surety company licensed to do business in Colorado, or other security satisfactory to Lessor for an amount at least equal to the amount of the lien, plus interest which may accrue thereon, for the Lessor's protection against all loss or expense on account of such asserted lien during the period of contest.

13. USE AND OCCUPANCY:

(a) Lessee shall use and occupy the Property solely to operate a miniature golf course and ice cream facility in a careful, safe and proper manner, and will not occupy or use the Property or permit the same to be occupied or used for any purpose which is unlawful or any other business. ~~If the golf course and ice cream facility cannot be operated profitably, Lessee may change its type of business with the prior consent of Lessor, which shall not be withheld unreasonably. Lessor may reject any new business which would compete with Lessor, another tenant of Lessor, or violate the contract provisions below.~~ Lessee shall not operate, or allow the operation upon the property, of any business which violates the provisions of paragraph 13(b) of the lease recorded in Book 1612 at Page 636 of the Mesa County records or ~~paragraph 19 of the lease recorded in Book 1804 at Page 34 of the Mesa County records.~~ Lessee will comply with all requirements of all laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Property. No alcoholic beverages and no fermented malt beverages shall be sold or consumed on the Property, whether by the drink, bottled or packaged.

(b) If a party obtains the leasehold estate by foreclosure of a mortgage loan to which Lessor has subordinated its rental interest, the party obtaining the leasehold may utilize the Property for other than the purposes stated in subparagraph (a); provided, however, such use may not be a hotel or motel business or a type of business which competes with another business located upon the land leased to Lessor pursuant to the Underlying Lease if Lessor has agreed to restrict competition with such business upon such tract.

14. SURRENDER OF PREMISES: Lessee will deliver up and surrender possession of the Property to Lessor upon the expiration

of this Lease, or its termination in any way, in the condition and state of repair then existing, provided, however, Lessee shall have the right to remove all trade fixtures and equipment therefrom, as further provided in Section 19. However, if required by the Avigation Easement, Lessee shall remove all improvements from the Property and restore it to a reasonable and safe condition, at Lessee's expense.

15. DEFAULT BY LESSEE:

(a) If Lessee shall default upon any installment of base rent, percentage rent or additional rentals and such failure continues for a period of ten days after Lessor's mailing of written notice to Lessee, Lessor may evict Lessee from possession under this Lease, relet the Property in a commercially reasonable manner and recover from Lessee all rentals and other charges not reimbursed from the reletting of the Property. Any rentals received from reletting shall be applied in the following manner: first to the expenses of reletting the Property; second to the costs of curing or maintaining the Mortgage loan in a current status; third to payment of obligations under this Lease (other than rent) which were not assumed upon reletting; and lastly to Lessee's rental obligations. As an alternative remedy, if Lessor's rental interest is not then subordinate to a Mortgage Loan, Lessor may terminate this Lease and Lessee's obligations shall be terminated (except liability for unpaid rentals and other charges which shall continue until paid). For purposes of this subparagraph (a), the Lessor's notice shall be deemed received by Lessee on the date of mailing or date of transmitting. If in any calendar year two prior such notices were sent by Lessor, Lessor shall not be required to send a third notice before declaring a default of this Lease based on nonpayment of rent, the provisions of Section 11 to the contrary notwithstanding.

(b) If Lessee shall default upon a Mortgage Loan to which Lessor has subordinated its rental interest, Lessor may exercise the following remedies without notice to Lessee:

(1) Cure the default (but only during the last five days of the period to cure), in which case the amount paid to cure shall be due from Lessee, as additional rentals, upon ten days demand from Lessor;

(2) Acquire the mortgagor's interest in the Lease by bid at sale, or redemption, in which case the amount paid by Lessor shall be due from Lessee, as additional rentals, upon ten days demand from Lessor; or,

(3) Allow foreclosure to proceed, in which case Lessor may demand immediate payment for all base rentals from Lessee (including base rentals for all extensions of the term of the Lease) reduced to a present value discounting the future payments at a rate equal to the then existing yield upon 30 year United States Treasury Bonds. This demand may

Lessor is, with respect to the Property, entitled to all rights of the tenant pursuant to the Underlying Lease and that Lessor is not in default with respect to the Underlying Lease.

17. QUIET ENJOYMENT: Lessor hereby covenants and agrees that if Lessee shall perform all the covenants and agreements to be performed by Lessee, Lessee shall, at all times during the term of this Lease and any renewal term, have peaceable and quiet enjoyment and possession of the Property without any manner of hindrance from the Lessor or any other person, firm or corporation. Lessee has made such investigations as Lessee considered to be necessary to determine the condition of the Property. Lessee agrees that it shall have no right to terminate this Lease; alter or modify any terms or provisions of this Lease; or recover any damages, including consequential damages, against Lessor because of any present or future contamination of the Property by hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act or hazardous wastes as defined in the Resource Conservation and Recovery Act, or any other contamination under other environmental laws. ~~However, if Lessee cannot lawfully conduct business because of any contamination, other than contamination caused by Lessee, Lessee may terminate the Lease.~~

18. DEFAULT BY LESSOR: If Lessor shall breach any warranty or fail to perform any covenant required to be performed by Lessor under the terms of this Lease and such breach or failure shall continue for a period of 30 days after receipt by Lessor of written notice thereof from Lessee, or if Lessor shall fail to pay any sums due to Lessee under this Lease or its Landlord under the Underlying Lease on the day the same shall become due and payable, and such failure shall continue for a period of 10 days after receipt by Lessor of written notice thereof from Lessee, then Lessee may, in addition to any of Lessee's other rights set forth elsewhere in this Lease and the Underlying Lease, (a) cure any default or breach of warranty of Lessor hereunder or under the Underlying Lease, and perform any covenants which Lessor has failed to perform, and any sums expended by Lessee in curing such default or breach of warranty and performing such covenants shall be paid by Lessor to Lessee immediately upon demand, shall bear interest at the rate of ten percent (10%) per annum from the date of demand, and may be offset by Lessee against future rentals; or (b) declare this Lease to be terminated, in which event Lessee shall have no further liability hereunder.

19. TITLE TO BUILDINGS, IMPROVEMENTS, FIXTURES AND EQUIPMENT: All trade fixtures and equipment including, but not limited to, all signs, ice machines, soda fountains, fryers, grills, toasters, freezers, walk-in coolers, tables, chairs, carpeting, lighting fixtures, fans, hoods and other kitchen and dining room equipment, shall remain and continue to be the sole and absolute property of Lessee and may be replaced at any time during the term of this Lease and may be removed at the expiration or termination of this Lease; provided, however, that such removal shall not impair the structural integrity of the building.

Title to the building and all other improvements on the Property and any repairs, alterations, additions or improvements to said building or improvements shall be vested in and remain in Lessee at all times during the term of this Lease. Upon the expiration of this Lease, or its termination in any way, Lessee shall have the right, but not the duty, to remove from the Property all or part of any improvements placed on the Property, including those improvements which have become a part of the realty by reason of being affixed thereto. If improvements are removed by Lessee from the Property, the Property shall be restored to a safe condition with a level surface.

20. SIGNS: Lessee shall have the right to install and maintain upon the Property, at its expense, signs advertising Lessee's business, provided that such signs shall be in accordance with all applicable laws, ordinances and governmental regulations. Further, Lessee's signage, together with any signage of Riant, Inc., shall not exceed one-third (1/3) of the total square feet of signage allowed to the parcel leased by Lessor pursuant to the Underlying Lease. Lessee and Riant, Inc., may share such square footage as they consider appropriate. ~~If signage for Lessee is installed in the area reserved for signage as shown on the plat recorded in Book 1804 at Page 330 of the Mesa County records,~~ Lessee shall pay its proportionate share of the construction, operation, and maintenance of such signage based upon square footage of signage for Lessee as compared to the total square footage for all tenants upon such signage.

21. APPROPRIATION: Subject to any rights of the Landlord under the Underlying Lease, if all or any part of the Property shall be appropriated or condemned by any public or quasi-public authority in the exercise of its right of condemnation or eminent domain, both Lessee and Lessor shall have the right to prosecute a claim for an award and to share in the proceeds of any and all awards based upon their respective interest as hereafter set forth. If all the Property shall be appropriated or condemned, this Lease shall terminate as of the time when possession shall be acquired by such public or quasi-public authority. Lessor shall be entitled to receive that portion of any and all awards allocated to the value of the land taken, and Lessee shall be entitled to that portion of any and all awards allocated to the value of its improvements to the Property.

In the event that a part of the Property shall be taken or condemned and that (a) the part so taken includes the building on the Property, or any part thereof, or (b) the part so taken shall remove from the Property twenty-five percent (25%) or more of the total parking area thereof, including bus parking shown on Exhibit A, or (c) such partial taking shall limit access to the drive-in window or pick-up window in any way, or (d) such partial taking shall result in cutting off direct access to the Property from Horizon Drive then and in such event, Lessee may, at anytime either prior to or within a period of 60 days after the date when the condemning authority shall acquire possession of the part of the Property taken or condemned, elect to terminate this Lease.

In the event Lessee elects to terminate the Lease, Lessee shall receive so much of any and all awards attributable to the value of the improvements to the Property and Lessor shall receive the balance, if any, of any awards. In the event that Lessee shall not elect to terminate this Lease or in the event that a part of the Property shall be taken or condemned under circumstances under which Lessee will not have such election, then and in either event, Lessee shall receive so much of any and all awards as is necessary to pay for repairs to and alterations of the improvements on the Property for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, and Lessor shall receive the balance, if any, of any awards.

In the event that this Lease shall not terminate after any part of the Property is taken or condemned, there shall be a reduction in base rental equal to the percentage of the ground area of the Property which is taken or condemned.

22. PRIORITY OF LEASE: This Lease and the leasehold estate created hereby, and the Underlying Lease, as to the Property, and the fee simple absolute of the Property may not be encumbered by Lessor unless the holder of such encumbrance agrees to execute and deliver to Lessee a nondisturbance agreement applicable to the remainder of the lease term and any extensions thereof.

23. ESTOPPEL INSTRUMENTS: At any time and from time to time upon the written request of either party or any Mortgage Lender, Lessor or Lessee, as the case may be, and if necessary, the owner by Lessor's request, shall execute and delivery to the party or Mortgage Lender requesting the same a certificate executed in recordable form stating (i) whether or not this Lease is in full force and effect, (ii) whether or not this Lease and the Underlying Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iii) whether or not there are any existing defaults under this Lease or the Underlying Lease, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (iv) the status of rent payments and (v) any other facts regarding the operation of the Lease and the Underlying Lease which the party or Mortgage Lender may reasonably request.

24. ACCESS TO PROPERTY BY LESSOR: Lessor shall have access to the Property at all reasonable hours and upon reasonable notice during the original term of this Lease and any renewal terms for the purpose of examining the same; provided, however, that Lessor shall not interfere with the business of Lessee.

25. ASSIGNMENT AND SUBLETTING BY LESSEE: Lessee shall have the right to assign this Lease or let or underlet the whole or any part of the Property with the consent of Lessor, which shall not be unreasonably withheld; provided, however, no such assignment, letting or subletting shall release Lessee of its obligations hereunder.

26. IMPROVEMENTS REQUIRED FOR GOVERNMENTAL APPROVAL: Lessee agrees to make and pay for (without right of reimbursement from the Lessor) all on-site and off-site utilities and improvements, including but not limited to landscaping (including maintenance and replacement thereof), curbing, parking lot improvements and traffic flow devices which may be required to be made on the Property as shown on the site plan to be submitted by Lessee to the City of Grand Junction, which improvements are part of the conditions of the City's approval of Lessee's application for the construction of the improvements herein referred to.

27. UPKEEP AND SNOW REMOVAL: Lessee shall at its expense keep all improvements, including landscaping, to be placed on the Property in good repair, and shall also keep all open areas and adjacent public rights of way free from litter, debris and trash. Lessee shall at its expense control weeds and other unsightly vegetation and shall timely remove snow and ice from the Property, sidewalks and public rights of way adjacent thereto.

28. RENEWAL: The Lessee shall have the option to extend all the provisions of this lease agreement for five successive periods of five (5) years each, commencing noon March 31, 1997, and ending at noon on March 31, 2002; and for an additional period of five (5) years commencing noon March 31, 2002, and ending at noon on March 31, 2007; for an additional period commencing noon March 31, 2007 and ending at noon on March 31, 2012; and for an additional period of five (5) years commencing noon March 31, 2012 and ending noon March 31, 2017; and for an additional period of five (5) years commencing noon March 31, 2017 and ending noon March 31, 2022. Base rental shall be \$17,150 per year during the first renewal term; \$19,300 per year during the second renewal term; \$21,450 per year during the third renewal term; \$23,600 per year during the fourth renewal term; and \$25,750.00 per year during the fifth renewal term. Monthly base rental payments and percentage rent, during such periods shall be determined and paid as set forth in paragraph 4.

Lessee shall have the option to extend the term of the lease by delivering written notice to the Lessor at least 180 days prior to the end of the original term of the lease and, if Lessee elects to exercise subsequent options, at least 180 days prior to the end of the term prior to the renewal term being exercised.

29. INJUNCTION: In addition to all other remedies, Lessor and Lessee are entitled to the restraint by injunction of all violations, actual, attempted to threatened of any covenant, condition or provision of tis Lease.

30. NON-WAIVER: The failure of the Lessor or Lessee to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Lessee or Lessor shall not be construed as a waiver of the rights of the Lessor or Lessee to exercise any such rights

and (b) if intended for Lessee, shall be addressed to:

Westwin Investment Corporation, Inc.

with a copy addressed and sent to:

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the U.S. Mail, unless otherwise provided herein.

36. ESTATE IN LAND: It is in the intention of the Lessor to create, in favor of Lessee, a leasehold estate in land, which estate shall be vested in Lessee from the date of execution hereof and shall continue for the full term of this lease. The Lessee shall not succeed in any way or for any purpose to the Lessor's right, title, interest and estate in and to the Property during the term of this lease except with the prior written consent of all of Lessees' Mortgage Lenders. Said consent, if given, shall be conditioned upon the revision of any loan documents to effect a mortgage upon the fee simple title to the land.

37. SURVIVAL OF LEASE COVENANTS: The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns, and shall run with the land.

38. MODIFICATION OF LEASE: The Lessor will not accept any surrender of this Lease, and the Lessor and Lessee will not enter into any modification of this Lease without the prior written consent of all of Lessees' Mortgage Lenders.

39. HEADINGS: It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

40. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

#20 92

41. DATE OF LEASE: This Lease shall be considered to be made as of the date of the last execution hereof.

SIGNED by Lessor this _____ day of _____, 1992.

LESSOR:

ATTEST:

WESTERN STATES MOTEL OPERATIONS,
INC.

By _____
President

SIGNED by Lessee this _____ day of _____, 1992.

LESSEE:

ATTEST:

WESTWIN INVESTMENT CORPORATION, INC.

By _____
President

L/4/3-13-92

#20 92

Do Not Remove
From Office

REVIEW COMMENTS

(Page 1 of 4)

FILE NO. #20-92 **TITLE HEADING: Conditional Use Permit**

ACTIVITY: Conditional Use Permit for Miniature Golf & Ice Cream Stand in a (HO) Highway Oriented Zone

LOCATION: SE of 750 1/2 Horizon Drive

PHASE: Final **ACRES:** One

PETITIONER: Westwin Investment Corp, Inc.

PETITIONER'S ADDRESS/TELEPHONE: 2505 Weslo Ave, Grand Jct, CO
241-3214

PROJECT REPRESENTATIVE: Frank A. Wagner, Architect AIA

STAFF REPRESENTATIVE: Karl Metzner

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED ON OR BEFORE 5:00 P.M., APRIL 30, 1992.

CITY UTILITIES ENGINEER **04/15/92**
Bill Cheney **244-1590**

SEWER

Developer will be allowed to use existing sewer service to Wendy's restaurant. An additional Plant Investment Fee of \$1,590 for the increased usage will be required prior to a building permit being issued. The increase usage is equivalent to 2.12 E.Q.U. based on a capacity of 85% of the expected usage of 250 people per day. Monthly service fee increased by \$21.94/month.

WATER

Ute Water

CITY ENGINEER 04/07/92
Gerald Williams 244-1577

1. The proposed new fire hydrant appears to be within an acceptable distance from proposed facilities, but where is the line (and easement) by which it is served? This needs to be shown. Also, the minimum size supply line to the fire hydrant is 6 inch, which should be shown.
2. The project narrative indicates that the existing water and sewer services for Wendy's will be used for the new proposed facilities. Detailed consumption and sewage generation information must be provided to substantiate the feasibility of using existing facilities. It would be preferable to have separate services as depicted on the site or property improvement plan. If services are not separate, 2.12 EQU sewer rating will be added to the existing sewer tap.
3. The 230 feet +/- proposed sewer line along the west side of the Wendy's site shall be a private line. Size should be called out.
4. Service shall not be connected to the manhole.
5. The proposed water lines which will service the proposed fire hydrant must be within an easement. A water meter location should be shown.
6. A Grading and Drainage Plan and Drainage Report are required. Sheet flow concentrated at a single discharge point onto adjacent property is not acceptable without written approval from the affected property owners. Even so, onsite detention is required to prevent an increase in post-development 10-year storm runoff over pre-development conditions. The Grading Plan must show grades at property lines, detention areas, building finish floor elevations and elevations at all angle and curvature points of asphalt and concrete facilities - (excluding golf course structures). The Drainage Report shall provide a drawing showing overall drainage in the area, whether the proposed site receives runoff from offsite, and the historic and proposed discharge rates and locations. The route of discharge to a public drainage conveyance facility should be clearly shown and detailed.
7. Handicap parking spaces should be in accordance with ADA guidelines.

CITY PARKS & RECREATION 04/16/92
Don Hobbs 244-1542

Appraisal has not been received by this Department. Will need it for calculation of open space fee.

CITY FIRE DEPARTMENT 04/06/92
George Bennett 244-1400

Please submit building plans for our review.

PUBLIC SERVICE 04/08/92
Dale Clawson 244-2695

No objections.

CITY POLICE DEPARTMENT 04/06/92
Marty Currie 244-3563

No problems.

UTE WATER 04/10/92
Gary R. Matthews 242-7491

UTE WATER WILL SUPPLY THIS PROJECT.

Ute has a 8" water line that supplies Fire protection to 748 Horizon Drive. Wendy's will extend this line to the rear of 750 1/2 Horizon Drive for fire protection. All cost will be paid for by the contractor.

Domestic water will be connected to the existing water system and will not require an additional meter.

Policies and fees in effect at the time of application will apply.

CITY ATTORNEY 04/12/92
John Shaver 244-1506

Lease needs to be completed evidencing leasehold interest.

U.S. WEST 04/15/92
Leon Peach 244-4964

No comments at this time.

GRAND JUNCTION DRAINAGE 04/20/92
John L. Ballagh 242-4343

This development is not within the present boundaries of the Grand Junction Drainage District.

There are no adopted or proposed plans to extend the district boundaries to include the site.

There are no GJDD adopted or proposed plans to extend open or tiled drains to the site SE 750 1/2 Horizon Drive.

CITY PROPERTY AGENT 04/21/92
Tim Woodmansee 244-1565

No comments.

COMMUNITY DEVELOPMENT DEPARTMENT 04/21/92
Karl Metzner 244-1439

This appears to be an appropriate use for this location and area. I would anticipate many of the users to come from area motels. No concerns other than those noted by other review agencies.



Westwin Investment Corporation, Inc.

**RESPONSE TO REVIEW COMMENTS
BY APRIL 30, 1992
FILE NO #20-92**

SEWER

We will comply with the Plant Investment Fee of \$1,590 necessary for this hook-up. The monthly service fee of \$21.94/month is noted.

CITY ENGINEER

Regarding items #1-5--sewer & water have been addressed with Bill Cheney, City Utilities Engineer and Ute Water, and will meet necessary requirements of those two departments.

Regarding item #1--easements will be recorded upon approval of this project. Fire hydrant supply line is 8".

Item #6--completed per Western Engineer Drainage Report submitted to Don Newton, City Manager.

Item #7--Handicap parking spaces do comply with ADA guidelines.

CITY PARKS & RECREATION

Appraisal submitted for calculation of open space fee.

CITY FIRE DEPARTMENT

Open-air golf shop building plans will be submitted prior to construction.

UTE WATER

Ute Water has been commissioned to supply the necessary line and work has been contracted.

CITY ATTORNEY

Copy of lease is enclosed.



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

April 30, 1992

Larry Gebhardt
Western Engineers
2150 Highway 6&50
Grand Junction, CO 81505

Re: Drainage Plan for Wendy's Site

Dear Larry:

I have reviewed the proposed grading and drainage plan and have the following comments:

1. Please show totals of runoff from Basins A through F.
2. Show detail for transition from V-Pan to 2' curb & gutter on north side of catch basin. What will prevent water from running behind curb?
3. Please submit a revised plan with Engineer's stamp and signature and space for approval by the City Engineer.
4. Is there a need for an end section or riprap at the end of the 18" CMP?
If so, please show on the plans.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "J. Don Newton". The signature is written in a cursive style with a long horizontal stroke at the end.

J. Don Newton, P.E.

xc: Francis Constructors
Gerald Williams
Karl Metzner ✓

file:Wendy's.dra



ACRES _____ UNITS _____ DENSITY _____

CONDITIONAL USE

FILE NUMBER #20 92

ZONE H.O.

ACTIVITY mini golf course & ice cream stand

TAX SCHEDULE # 2201-364-00-026

PHASE _____

COMMON LOCATION S.E. of 150 1/2 Horizon Dr.

DATE SUBMITTED _____ DATE MAILED OUT _____ DATE POSTED _____

DAY REVIEW PERIOD _____ RETURN BY _____

OPEN SPACE DEDICATION (acreage) _____ OPEN SPACE FEE REQUIRED \$ _____ PAID RECEIPT # _____

RECORDING FEE REQUIRED \$ _____ PAID (Date) _____ DATE RECORDED _____

REVIEW AGENCIES

	A	B	C	D	E	G	H	J	K	L	O	P	Q	R	S	T	U	V	X	Y	Z	BB	CC	DD	EE	FF	GG
● Planning Department ✓	●	●	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Engineer ✓	●	●						●			●	●	●	●	●	●	●	●	●	●	●	●	●	●		●	
○ Transportation Engineer	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Parks/Recreation ✓	●	●	●								●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Fire Department ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Police Department ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ County Planning	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ County Engineer	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ County Health	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Floodplain Administration	●	●					●				●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ G.J. Dept. of Energy	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Walker Field	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ School District	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Irrigation	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● Drainage G.S. ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● Water (Ute, Clifton) ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Sewer Dist. (FV, CGV, OM)	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● U.S. West ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● Public Service (2 sets) ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ State Highway Department	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ State Geological	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ State Health Department	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Property Agent verbal ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Utilities Engineer ✓	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● City Attorney ✓	●	●	●								●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Building Department	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ DDA	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
● GJPC (7 packets)	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ CIC (11 packets)	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
○ Other	●	●									●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

TOTALS																												
BOARDS		DATE																										
P.C.		5/5/92	Approved subject to staff comments																									
STAFF																												



APPLICATION FEE REQUIREMENTS \$ 420



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

March 15, 1993

Mr. Kurt A. Steidley
Westwin Investment Corp.
2505 Weslo Ave.
Grand Junction Co. 81505

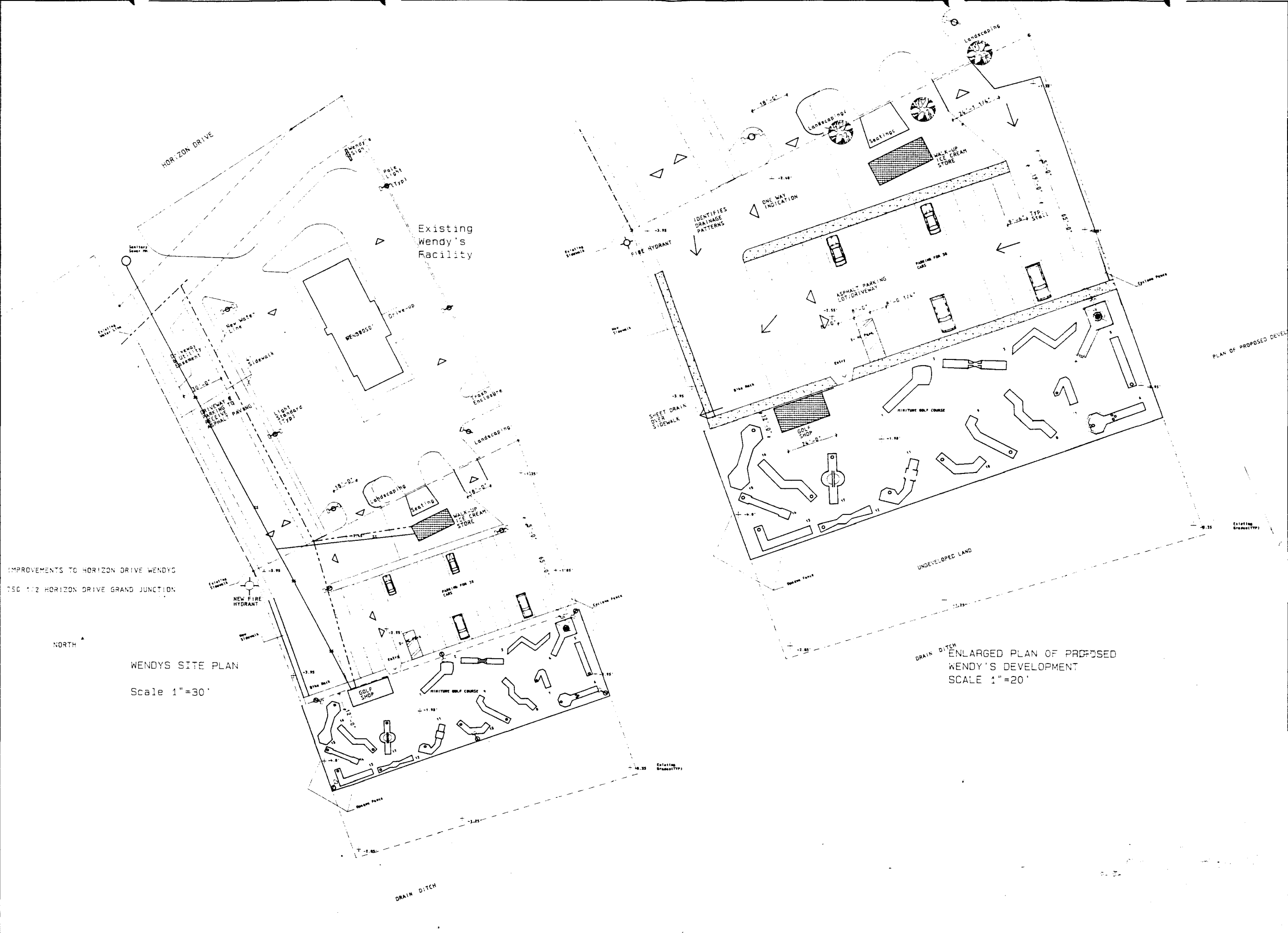
Dear Mr. Steidley:

In reviewing our 1992 development approvals we find that the Parks and Open Space fee for Mezo land has still not been paid. As you will remember this fee is required as part of the development approval for your project. I would appreciate your cooperation in resolving this matter as quickly as soon as possible. The fee is \$2,150 (5% of appraised land value) and is payable in our office.

If you believe this fee has been paid, please send me a copy of your receipt, canceled check or other proof of payment. Thank you for your cooperation.

Sincerely

Karl G. Metzner
Senior Planner



IMPROVEMENTS TO HORIZON DRIVE WENDYS
 250 112 HORIZON DRIVE GRAND JUNCTION
 NORTH
 WENDYS SITE PLAN
 Scale 1"=30'

ENLARGED PLAN OF PROPOSED
 WENDY'S DEVELOPMENT
 SCALE 1"=20'

FRANK A WAGNER
 ARCHITECT AIA

115 No. 5th. Street #440
 Grand Junction Colorado
 81501 (303) 243-2122

FAWHAUS INC.



ENGINEERS:

STRUCTURAL
 L. J. Lindauer, Inc.
 2775 Crossroads Blvd.
 #290 241-0900

MECHANICAL

ELECTRICAL

WENDYS
 HORIZON DRIVE
 PROPERTY
 IMPROVEMENTS

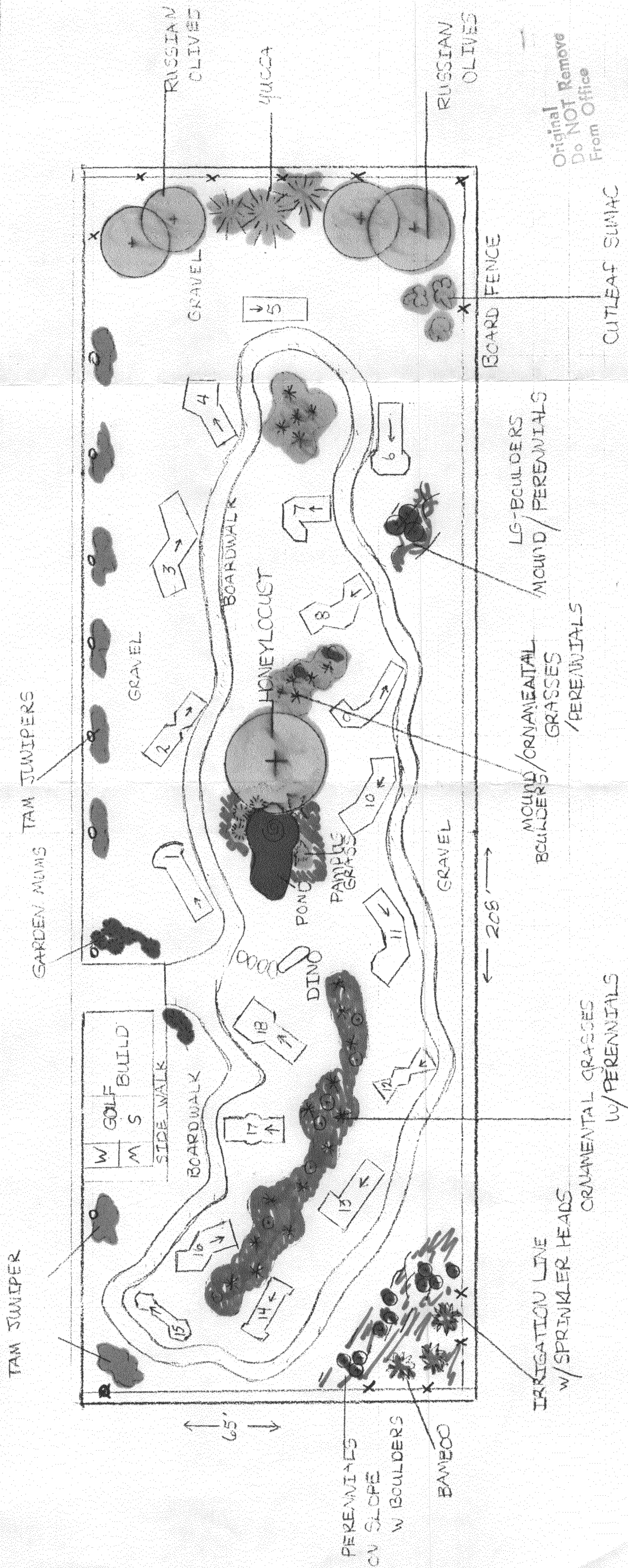
GRAND JUNCTION, CO.

#20 92

Project No. 91200
 Date: Drawn:
 Revisions:

SHEET NO.

SCALE 1/8" = 2"



Original
Do NOT Remove
From Office

- YARROW
- SHASTA DAISY
- DAY LILLIES
- GAILLARDIA DAISY
- GARDEN MUM