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File 1993-0068

Name: Retail Bldg. at SW Corner of West Grand Avenue -Gay Johnson's - Site Plan Review

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.</p> <p>Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page. Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file.</p>
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X	X	Table of Contents
		*Review Sheet Summary
X	X	*Application form
X		Review Sheets
X		Receipts for fees paid for anything
		*Submittal checklist
X	X	*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map.
		Evidence of title, deeds, easements
		*Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or non-bound reports
		Traffic studies
X	X	*Review Comments
		*Petitioner's response to comments
X	X	*Staff Reports
		*Planning Commission staff report and exhibits
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		*Summary sheet of final conditions

DOCUMENT DESCRIPTION:

X	X	Correspondence			
X	X	Water and Sewer Tap Order - 5/21/93			
X		E-mails			
X	X	Planning Clearance - issued 5/21/93, 5/27/93, 7/7/93, 7/7/93, 1/15/96 - **			
X	X	Development Improvements Agreement - 6/16/93 - to be scanned - **			
X		Certificate of Occupancy - 10/12/93, 3/8/96			
X	X	Sign Permits - issued - 6/15/94 - **			
X	X	Site Plan and Demised Premises			
X	X	Planting Plan			
X		Irrigation Plan			
X	X	Site Plan			
X	X	Grading and Drainage Plan			

Southwest corner of First and Grand, Grand Junction, Colorado

PROJECT NARRATIVE

Background

Gay Johnson, Inc. has operated a retail facility, primarily gasoline dispensing and food service, for many years at the First and Grand location. The site encompasses one city block. From Grand Avenue to White, from First Street to Spruce. The gas station/restaurant was extensively remodeled in 1988 eliminating the restaurant, upgrading the gas station and providing a convenience outlet. At the same time other retail outlets were removed from the site. The Grand Avenue (Highway 340) exposure has remained undeveloped and visually unappealing. The old real estate office has been removed and underground tanks have been excavated from the area in preparation for the construction. The west area of the block continues to be used as a truckers parking area.

Proposal Description

The proposal consists of the construction of three (3) unit retail outlet building in the north-west quadrant of the total site. Leases for two (2) of the 1,500 s.f. units are already signed. These leases are Caesar's Pizza (west unit) and Subway (east unit). The center unit is not leased at this time but will be similar to an ice cream shop or an office. The shops anticipated in the development are compatible with the previous development of a convenience store/gas station and will lend itself to shared parking and pedestrian movement on the site.

The project will be developed immediately and will be occupiable in July 1993. No phasing is anticipated. The parking surface will be concrete to be compatible with the existing concrete surface on the north-east area of the site. The north and the west sides of the site will be landscaped to improve the aesthetics of the corner and provide a respite for the weary travelers. The existing alley through the site will have to remain but will improved with speed control bumps and entry only from Highway 340. The building will be stucco and masonry in a gray color to blend with the existing store.

Both Subway and Caesar's will serve during lunch and dinner hours, approximately 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 8:00 p.m. Anticipated traffic will be 350 people per day per unit or approximately 120 cars per day per unit.

#68 93
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DATE 5-21-93

WATER AND/OR SEWER TAP ORDER

TAP # 000101

ACCOUNT# _____

SERVICE ADDRESS

115 W. Grand Av.

TYPE City

PAYEE NAME

Frances Cord Inc

LOT

BLK

SUB

SET UP DATE

ADDRESS

507 Fruitvale Ct.
Dr. Col.

PHONE #

2436-2290 (Bill Dunn)

SERVICE NAME

Gay Johnson Inc.

MAILING ADDRESS

115 W. Grand Av.
Dr. Col., Co 81505

DESCRIPTION

1.12

- 1 - Pizza Shop 5 Empl.
- 1 - Sub Shop 5 Empl.
- 1 - office space

EQU COMPUTATIONS

1.12 + 840.00 per

C. Richardson to Bill Dunn

REV ACCT #

92645-43413 \$ 1590.00

REV ACCT #

Less Cr Per Bill Cheney \$ 787.50

TOTAL \$

802.50

TREASURER RECEIPT #

51540

POWER OF ATTORNEY YES

NO

2 MILES BEYOND CITY LIMITS YES

NO

OTHER INFORMATION

CITY-COUNTY BUILDING INSPECTION
634 MAIN STREET, LOWER LEVEL
GRAND JUNCTION, CO 81501

This is to certify that the above service address was cleared through City Hall and a sewer permit should now be secured at the Building Inspection Department. THIS FORM VOID IF NOT USED WITHIN THIRTY (30) CALENDAR DAYS

IMPORTANT

If you have not secured your building permit within the specified thirty (30) days you must return to City Hall for a new clearance and you must bring this form with you.

If for any other reason you need a new clearance bring the Treasurers Receipt with you to City Hall.

If you have not secured your building permit within the specified period of time and you return for a new clearance it will be necessary for you to pay an additional amount if there has been a price increase. The additional amount would be the difference between what you originally payed and the price increase.

Bill Dunn
PAYEES SIGNATURE

R. Hopping per Bill Cheney
UTILITY ACCOUNTING

SIGNATURE

DATE

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#6'8 93



May 25, 1993

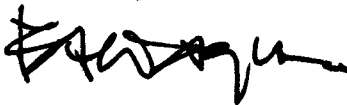
Community Development Department
250 N. 5th Street
Grand Junction, CO 81501

Gentlemen,

Enclosed are six (6) packets for review on the improvements at First and Grand for Gay Johnson's, Inc. Planning Department packet includes development improvements agreement and a check for \$195.00.

If you have any questions, please call.

Sincerely,



Frank A. Wagner
Architect

FAW/sb

Enc.

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From Office

68 93



REVIEW COMMENTS

Page 1 of 4

FILE NO. #68-93

TITLE HEADING: Site Plan Review - Gay Johnson's

LOCATION: SW corner of 1st & Grand

PETITIONER: Gay Johnson's, Inc.

PETITIONER'S ADDRESS/TELEPHONE: Box 1829
Grand Junction, CO 81502
245-7992

PETITIONER'S REPRESENTATIVE: Frank A. Wagner

STAFF REPRESENTATIVE: David Thornton

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED. A PLANNING CLEARANCE WILL NOT BE ISSUED UNTIL ALL ISSUES HAVE BEEN RESOLVED.

CITY UTILITIES ENGINEER Bill Cheney	6/1/93 244-1590
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No comment.

CITY DEVELOPMENT ENGINEER Gerald Williams	6/3/93 244-1591
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See attached comments and red-lined drawings.

COMMUNITY DEVELOPMENT DEPARTMENT David Thornton	6/3/93 244-1447
--	----------------------------------

See attached comments.

CITY POLICE DEPARTMENT Mark Angelo	5/28/93 244-3587
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Regarding parking lot lights - how high is the light going to be mounted? What type of light - HPSV or metal halior, how many watts? For the main east parking lot, is the light going to have dual heads? What type of lighting is proposed for the building? On your back doors - what type are they - solid wood, metal? What type of locks? Recommend a light over each access door. Also recommend a parking lot light for south parking lot.

Recommend "enter only" sign posted at entry from Grand Avenue. Arrows painted on parking lot surface to indicate which direction vehicles should go. On the west end of parking lot, a sign indicating "exit only (with arrow pointing south)". In addition, arrows painted on parking lot surface directing traffic onto Grand Avenue.

**GRAND JUNCTION FIRE DEPARTMENT
George Bennett**

**6/7/93
244-1400**

No requirements.

STAFF REVIEW

FILE: #68-93 Retail Building (Gay Johnsons), 1st and Grand

DATE: June 1, 1993

STAFF: David Thornton

Landscaping

1. A revised landscaping plan is required for our review. The location, types of species and the size of plantings must be shown on the plan. The Zoning and Development Code requires the following minimum standards:

- a) Deciduous trees: 1 1/2 inch caliper (measured 1 foot above the ground)
- b) Evergreen trees: 6 feet tall (measured from ground level)
- c) Shrubs: 5-gallon size

2. The total landscaped area as proposed (6920 sq. ft.) meets the Zoning and Development code requirements. The number of trees as proposed meets Code, but we suggest planting a variety of species rather than planting all Honey Locust as proposed. The amount of shrub area does not meet Code. The Code requires 40% of the landscaped area to be shrubs and this shrub area shall be covered by a minimum of 75% plant material.

3. We suggest that the landscaped area along Grand Avenue be extended to the east around the corner to the area being used as an aisle for the parking lot. This will help control any unwanted vehicular access along the NE corner of the parking lot.

4. The landscaping shall be included in the improvements agreement and guarantee for this development.

Signage

1. All signs proposed for this development will require a sign permit. A sign permit must be pulled by a licensed sign contractor. Please submit for our review any known signage for this development.

Site Plan

1. A speed bump in a public alley is not acceptable and will not be allowed.

2. All existing driveways not being used must be removed and curb gutter and sidewalk must be installed in their place by the developer. These construction costs must be included in the improvements agreement and guarantee.

3. Sidewalk is required along Spruce Street. Sidewalk improvements shall be included in the Improvements Agreement and Guarantee.

4. Any reconstruction of the alley must meet City Specifications.

5. All parking lot lighting must be directed onto the parking surface and away from the vision of passing motorists.

6. We recommend that the 1st Street curb cut as proposed be eliminated due to its proximity with the corner of 1st and Grand, the existing curb cut for GJ Food mart and the fact that ingress is coming off an existing acceleration lane.

Parking

1. Please justify the number of parking spaces based on type of use, square footage and occupancy. The number of spaces required depends upon the type of use. There must be adequate parking provided for the entire complex.



July 9, 1993

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

Ms. Gaynell Linderman
Mr. Burt Johnson
Gay Johnsons, Inc.
P.O. Box 1829
Grand Junction, CO 81502

RE: Parking requirements for Commercial building at 115 West Grand

Dear Ms. Linderman and Mr. Johnson:

Application has been submitted by the contractor for Little Caesars and Subway restaurants to begin the interior construction for two of the units at your commercial building currently under construction at 115 West Grand Avenue. As you may recall, discussion of parking requirements has been brought up in conversation, but never clearly defined for Little Caesars due to the lack of a specific standard in the current Zoning and Development Code for such businesses.

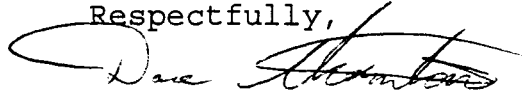
The existing Little Caesars located by Walmart does not have adequate parking although they provided the 8 parking spaces required when they were approved. The 8 spaces required at that location was arbitrary because no one knew at that time what volume of business Little Caesars would generate. Anyone who has patronized Little Caesars at the Walmart location on a typical night especially weekends would probably agree that parking is deficient.

Community Development staff is currently updating the parking standards to be proposed for adoption by Planning Commission and City Council. The changes include a category for restaurants with no seating such as Little Caesars and requires 1 parking space per every 60 square feet of gross floor area. This standard is based on research from other Cities across the United States and will be used as our guide for the current application for Little Caesars proposed at 115 West Grand Avenue. The proposed Little Caesars is 1450 square feet and therefore requires 24 parking spaces. Subway's parking requirement is determined by the seating capacity, 1 parking space per 3 seats, which calculates out at 16 spaces required. Therefore, a total of 40 parking spaces are required for the two restaurants. The site approved for this development has only 38 parking spaces, a deficiency of two with one more vacant unit in the building to account for.

However, there is a provision in the code which allows for some shared parking when peak usage for businesses is different. This allows us the ability to approve Little Caesars and Subway as presently submitted with the stipulation that the parking situation will be monitored and additional parking may be required in the future. We will look at the parking again and probably require additional parking when the interior construction for the third unit in the building is applied for. We suggest that long term plans for providing additional parking be considered and planned for.

If you have any questions please contact me at your earliest convenience at 244-1447. Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Dave Thornton".

Dave Thornton
Senior Planner

cc: Francis Constructors
Frank Wagner, Architect
Subway
Little Caesar
file # 68-93

CERTIFICATE OF OCCUPANCY

BUILDING DEPARTMENT
CITY OF GRAND JUNCTION
(OR MESA COUNTY)

PERMIT # 45656 DATE 9-24-93
PERMISSION IS HEREBY GRANTED TO Subway-Lopez Const TO OCCUPY THE
BUILDING SITUATED AT 115 West Grand #A
LOT _____ BLOCK _____ FILING _____ SUBDIVISION _____
TAX SCHEDULE NUMBER 2945-154-01-013
FOR THE FOLLOWING PURPOSE: Int. remodel Subway

THIS CERTIFICATE ISSUED IN CONFORMITY TO SECTION 307, UNIFORM BUILDING CODE

INSPECTOR Mike Mossling
City of grand Jct. [Signature]
10-12-93

CERTIFICATE OF OCCUPANCY

BUILDING DEPARTMENT
CITY OF GRAND JUNCTION
(OR MESA COUNTY)

PERMIT # 45657 DATE 9-24-93
PERMISSION IS HEREBY GRANTED TO Lopez Construction TO OCCUPY THE
BUILDING SITUATED AT Little Caesars
BUILDING SITUATED AT 115 West Grand Ave. #C
LOT _____ BLOCK _____ FILING _____ SUBDIVISION _____
TAX SCHEDULE NUMBER 2945-154-01-013
FOR THE FOLLOWING PURPOSE: Int. remodel

THIS CERTIFICATE ISSUED IN CONFORMITY TO SECTION 307, UNIFORM BUILDING CODE

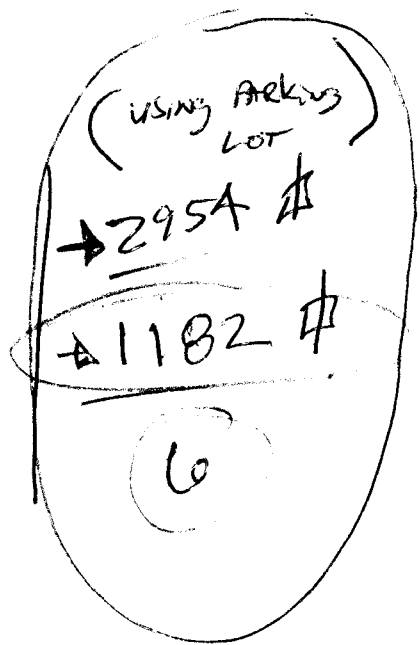
INSPECTOR Mike Mossling
City of Grand Junction [Signature]
10-12-93

22
 115 X 125 = 14,375
 47 X 105 = 4,935
 14,375 + 4,935 = 19,310
 19,310
 966
 1988
 2954

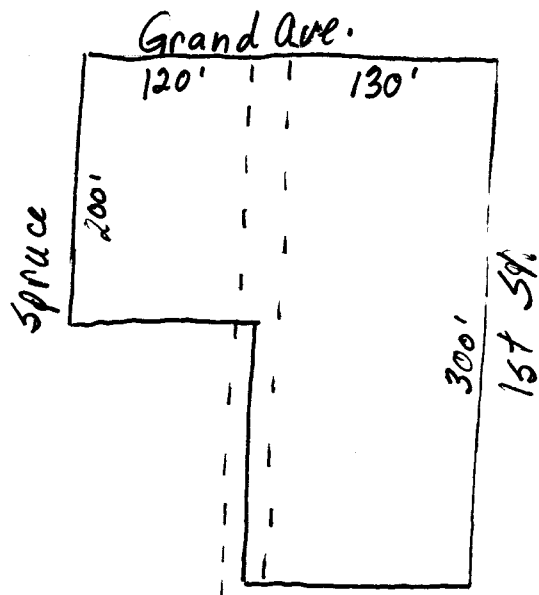
966
 1988
 2954

LANDSCAPE AS ORIGINALLY PROPOSED
 6,920 \$

(USING PARKING SPACES)
 Required = 2303 \$
 shrubs = 921 \$
 trees = 5



Provided = 5817 \$ TOTAL
~~744 \$ shrubs~~
 10 TREES



Sign Allowance:

1st Street - $300' \times 1.5 = \boxed{450 \text{ s.f.}}$ Free Standing

Gay J. bldg - $62' \times 2 = 124 \text{ s.f.}$

Subway - $50' \times 2 = 100 \text{ s.f.}$

$\boxed{224 \text{ s.f.}}$ Flush Wall

Total Sign Allowance = 450 s.f.

Grand Ave. - $250' \times 1.5 = \boxed{375 \text{ s.f.}}$ Free Standing

Bldg - $90' \times 2 = \boxed{180 \text{ s.f.}}$ Flush Wall

Total Sign Allowance = 375 s.f.

Spruce St. - $200' \times .75 = \boxed{150 \text{ s.f.}}$ Free Standing

bldg - $50' \times 2 = \boxed{100 \text{ s.f.}}$ Flush wall

Total Sign Allowance = 150 s.f.

Proposed Signage & Existing

64 Street -

Hay Johnson's (based on permits issued 5/15/92)

Free standing - 116 s.f.

FW Neon - 8 s.f.

2 Texaco (on pumps) - 54 s.f.

* Subway (FW) - 27 s.f.

205 s.f. (89 s.f. Flush wall)

Grand Ave. -

Hay Johnson's

Free standing - 75 s.f.

2 Texaco (pumps) - 54 s.f.

FW Neon - 8 s.f.

* Subway (FW) - ~~27~~ s.f.

* Little Casars (FW) 39 s.f.

197 s.f. (122 s.f. Flush wall)

(1/29/96) Fantastic Sam's

48 s.f.

Spruce -

Little Casars - 39 s.f.



January 10, 1996

Thomas B. Foster
4822 S. Carson Street
Aurora, CO 80015

Dear Mr. Foster,

In response to your questions yesterday as to peak hours, I wish to advise you that you will find the hours from 9:00 a.m. to 11:00 a.m. and 4:00 p.m. to 5:30 or 6:00 p.m. to be your busiest with Saturday being the busiest day of any week. Among our franchisees these have proved, universally, to be peak hours.

Should you have additional questions, we at Fantastic Sam's would be happy to provide answers.

Sincerely yours,

Brent Christensen
Regional Director
Fantastic Sam's Rocky Mountain Region

#168-93



GAY JOHNSON'S, INC.

P.O. Box 1829 • Grand Junction, Colorado 81502 • (303) 245-7992

January 11, 1996

Planning Department
City of Grand Junction, CO
250 North Fifth Street
Grand Junction, CO 81501-2668

Re: Parking requirements for commercial building at 115 West Grand Avenue.

To Whom This May Concern:

We appreciate your concern that once "Fantastic Sam's" is operational there will be a demand for an additional parking allocation at our 115 West Grand location in conjunction with Subway and Little Caesars.

Based upon the mode of operation and usage indicated in the letter from "Fantastic Sam's", we are not convinced that additional parking is necessary.

While Gay Johnson's is committed to meeting the current zoning and development standards, our conversations with the principals of Subway and Little Caesars indicate that the existing parking is greatly in excess of their needs and is sufficient for all three tenants. If you wish Gay Johnson's will provide you with an affidavit from Subway and Little Caesars to support this contention and a traffic study, if necessary, to provide the conclusive data.

Taking these facts into consideration, we request that you issue a building permit to "Fantastic Sam's" at this time based upon Gay Johnson's pledge that additional parking will be allocated as necessary.

Thank you for your attention to this matter.

Sincerely,

Gaynell Lenderman,
Corporate Secretary



fell

Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(970) 244-1430 FAX (970) 244-1599

January 15, 1996

Gaynell Lenderman
Gay Johnson's, Inc.
P.O. Box 1829
Grand Junction, CO 81502

RE: 115 W. Grand Avenue

Dear Ms. Lenderman:

We have reviewed your request to re-evaluate the parking needs of the commercial building at 115 W. Grand Avenue. We have modified the required parking as follows:

Little Caesars--1,450 s.f.

The Code requirement is one space per 60 s.f. of gross floor area for restaurants with no seating, resulting in 24 spaces being required. We agree that 24 spaces seems excessive, especially since Little Caesar's now delivers, and have reduced the required number to 15 spaces.

Subway--48 seats

The Code requirement is one space per 3 seats for a total of 16 spaces required. We feel that number is reasonable.

Fantastic Sam's--1,200 s.f.

The Code requirement for hair salons is three spaces per operator station. The floor plan for Sam's shows 9 operator stations in addition to the shampoo and drying areas. Based on that, the Code requirement would be 27 spaces. However, the letter dated January 10, 1996 from Brent Christensen describing Sam's operation indicates that at peak time, between 9:00 a.m. and 11:00 a.m. and 4:00 p.m. and 6:00 p.m., there will be up to 4 stylists working 8 to 9 different styling, coloring, and perming stations serving a maximum of 4 customers at a time. Base on that, we have allocated 5 spaces needed for employee parking (4 stylists and one receptionist), and 8 spaces for customers (4 customers being served and 4 customers waiting), for a total of 13 spaces required.

Based on the above a total of 44 spaces would be required. Based on the site plan submitted with the Change in Use for Fantastic Sam's, there are 46 spaces on site. However, at least one handicap accessible space is required in the east parking lot, in addition to the one shown behind the building, and is not shown on the plan. Provision of the handicap space will reduce the number to 44 or 45, which will still meet the requirement.

If parking becomes a problem in the future with the existing tenants, or a change in tenants, Gay Johnson's could be required to provide additional parking on-site. Thank you for your cooperation in providing the information necessary for making the parking determination.

Sincerely,

Katherine M. Portner

Katherine M. Portner
Planning Supervisor

*- let in touch with us on proposed signage -
It appears 585 sq. ft. is remaining for flush wall on stand*

EXHIBIT A

SITE PLAN AND DEMISED PREMISES

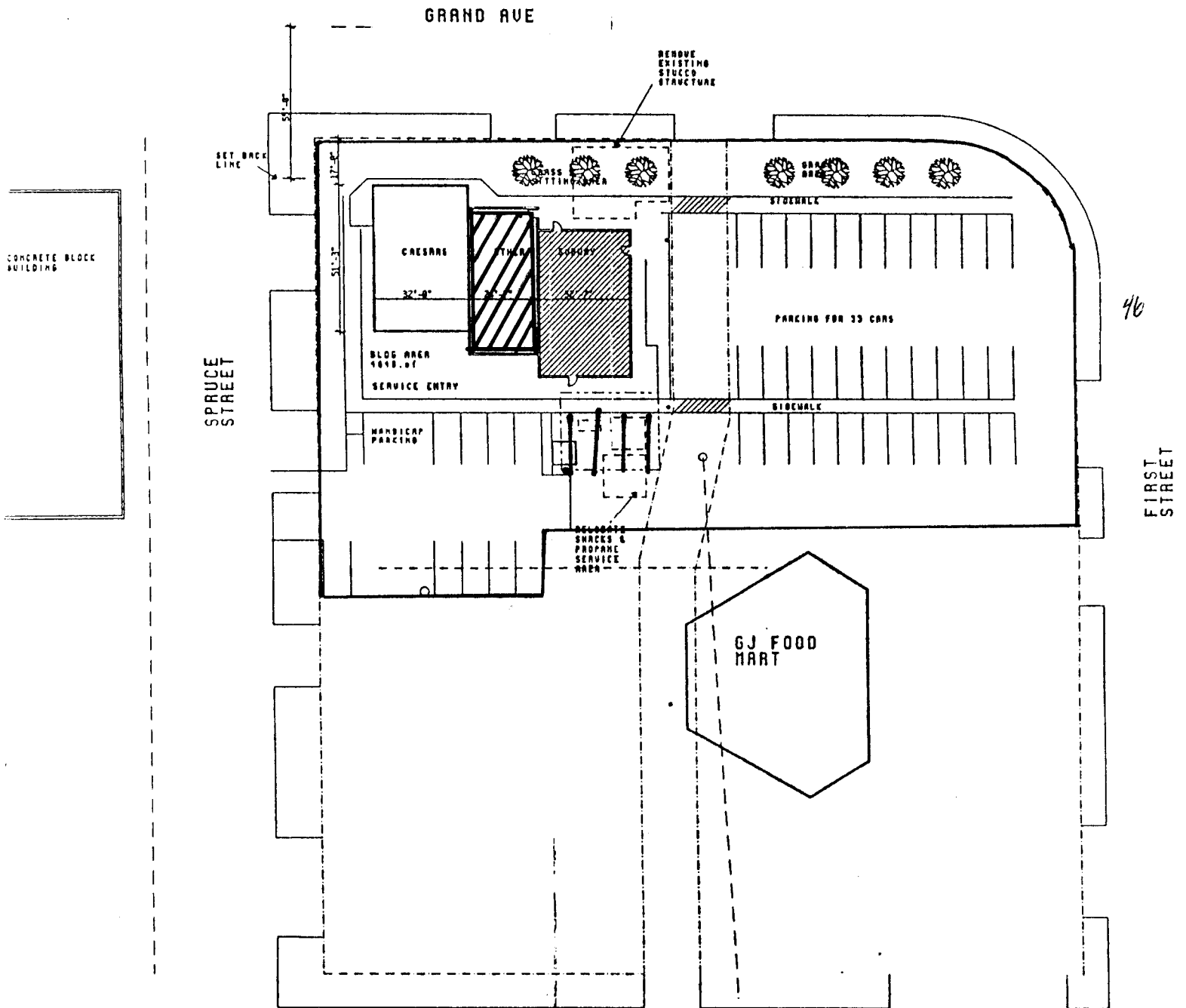
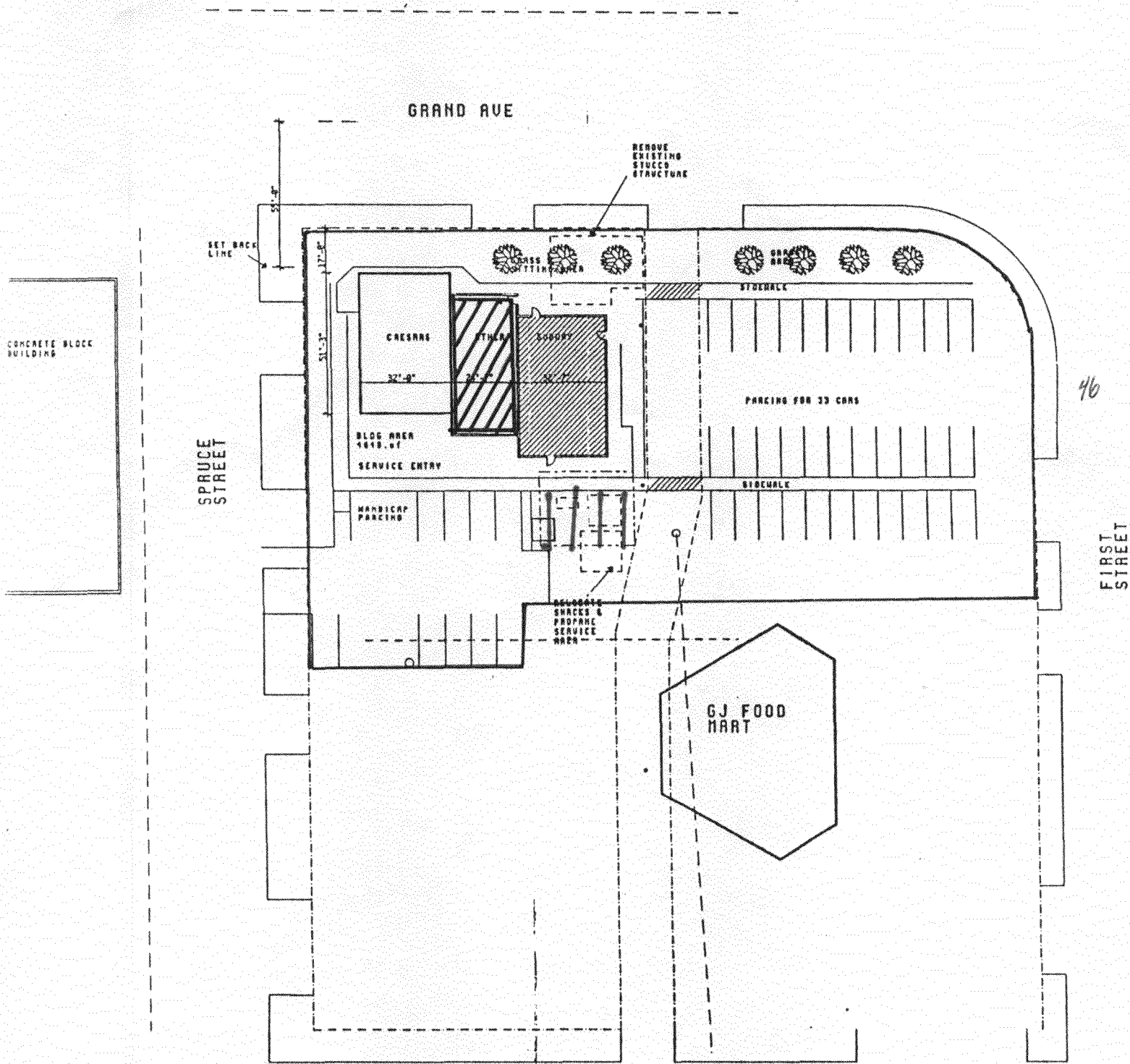



EXHIBIT A

SITE PLAN AND DEMISED PREMISES



 = DEMISED PREMISES

S.G.L.

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are GAY Johnson's Inc ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than ~~recording of the~~ ISSUANCE OF THE FINAL BUILDING PERMIT.

RECITALS

The Developer seeks permission to develop property within the City to be known as 115 WEST GRAVO, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The City estimates that \$ 100.00 will be required for City inspection of the required improvements. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. **Standards:** The Developer will construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 90 DAYS from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer will comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval associated with the development when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer will provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct or substantially correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee-simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or Acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after the approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;

- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities

of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

16. No Waiver: No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. Amendment or Modification: The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.

18. Attorney's Fees: Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.

19. Vested Rights: The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. Third Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. Time: For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. Severability: If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

23. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:

GAY JOHNSON'S INC.
P.O. Box 1829
GRAND JUNCTION Colo 81502

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

25. **Recordation:** Developer will pay for any costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. The **improvements guarantee** required by the City Code to ensure that the improvements described in the improvements agreement are constructed (to city standards) may be in the form of an agreement: (I) between a bank doing business in Mesa County and the City or as described in (II), below. The agreement between a bank and the City

(I) shall provide, among other things, for the bank to guarantee and warrant to the City that it shall:

- a. have available money equal to the estimated costs of the required improvements, in an amount equal to the amount agreed upon in the Improvements Agreement;
- b. only pay such amounts to contractors who have constructed required Improvements;
- c. only pay such amounts after the bank has received the written approval of the City Engineer, or his designee; the City Engineer shall inspect within three (3) working days of request;
- d. in the event the bank disburses without the City Engineer having approved such disbursement, the Bank shall pay, in addition to all other sums it would otherwise be obligated to pay, to the City the amount of the wrongful disbursement if the City Engineer determines that the work is not acceptable, based on the approved plans and specifications. The City shall use such money to cause the work to be constructed in accordance with the approved plans and specifications;

II. An alternative agreement may be executed for a development which is expected to require not more than 10 transactions shall contain the following provisions:

- a. The Finance Department of the City will act as disbursing agent and will account for disbursements to Developer contractors as required improvements are completed and accepted.
- b. The City will accept a cash deposit from the Developer equal to the City approved estimate of the required improvements, for purposes of securing and guaranteeing the construction of the required sewer, water, streets, and on-site improvements in the development plan. Such deposit(s), currently estimated at approximately \$_____ shall be given to the City's Finance Department, commingled with other funds of the City and specifically invested in the short term market. Interest income shall be allocated to the Developer's escrow account monthly, in the same manner as other short-term investments of the city.
- c. Such interest income shall be used to reimburse the General Fund of the City for accounting and transaction costs incurred in making payments to the appropriate contractors. For purposes of this agreement, the City's costs shall be one hundred dollars (\$100.00) for each check disbursement or other transaction which is made. In any event the amount retained by the City for

its transaction costs shall not be less than two percent (2%) of the amount deposited. After all required improvements have been made and accepted by the City, any surplus funds remaining in the account (in excess of the two percent minimum or the calculated transaction costs) shall be returned to the developer within thirty (30) days of said acceptance date. Any transaction costs which are not covered by the amount of the deposit plus accrued interest shall be paid to the City by the Developer in like manner within thirty (30) days of completion of the improvements. No guarantee as to the level of interest income or rate of return on the funds so deposited is either implied or made in this agreement; the City agrees only to keep the funds invested as with other City funds.

- d. in any event, the Developer promises to construct the required improvements to the satisfaction of the City Engineer, in accordance with the approved plans and specifications.
29. a. Conditions of Acceptance: The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City.

Prior to requesting final acceptance of streets, storm drainage facilities, or other required improvements, the Developer shall furnish to the City Engineer as-built drawings in reproducible form and copies of results of all construction control tests required by City specifications.

- b. Phased Development: If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

Attest:

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

Neva B. Lockhart
City Clerk

By: _____
Mark K. Achen
City Manager

Attest:

TYPE LEGAL DESCRIPTION(S) BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

Exhibit A

on File w/ community Development
Dept.

IMPROVEMENTS LIST/DETAIL

DATE: June 16-93

NAME OF DEVELOPMENT: GAY JOHNSON'S RETAIL FACILITY

LOCATION: 115 WEST GRAND AVE, GRAND JUNCTION, COLO

PRINTED NAME OF PERSON PREPARING: RON L. CHOATE - FRANCIS CONST. INC.

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing				
2. Cut and remove asphalt		188 SY	1.50	282.00
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)				
4. Sewer Services (incl. trenching, bedding, & backfill)		105 LF	4.00	420.00
5. Sanitary sewer manhole(s)				
6. Connection to existing manhole(s)				
7. Aggregate Base Course				
8. Pavement replacement		188 SY	5.50	1034.00
9. Driveway restoration				
10. Utility adjustments				
II. DOMESTIC WATER				
1. Clearing and grubbing				
2. Cut and remove asphalt		10 SY	1.50	15.00
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)				
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)		LS	LS	410.00
5. Connect to existing water line				
6. Aggregate Base Course				
7. Pavement Replacement		10 SY	5.50	55.00
8. Utility adjustments				
III. STREETS				
1. Clearing and grubbing				
2. Earthwork, including excavation and embankment construction				
3. Utility relocations				
4. Aggregate sub-base course (square yard)				
5. Aggregate base course (square yard)				
6. Sub-grade stabilization				
7. Asphalt or concrete pavement (square yard)		578 SY	5.50	3179.00
8. Curb, gutter & sidewalk (linear feet)		340 LF	15.40	5236.00
9. Driveway sections (square yard)		73 SY	18.90	1380.00
10. Crossspans & fillets				
11. Retaining walls/structures				
12. Storm drainage system				

Arcieri Associates

Landscape Architecture & Planning

June 15, 1993

Preliminary Cost Estimates
Retail Building
First Street & Grand Avenue
Gay Johnson, Inc.

Following is an estimate of costs relating to the subject project for landscape improvements. All costs include materials and installation. No allowance has been made for inflation or market fluctuations:

The total landscape area, as calculated by Frank A. Wagner, Architect AIA is 5,841 square feet.

1 Shrub Bed Development

Preparation		
5,841 sf @ \$.05		\$292
Weed Barrier		
5,841 sf @ \$15		876
Top Dressing		
Decorative Pink Granite		
5,841 sf @ \$30		1752
Subtotal		\$2,920

2. Shrubs

% of landscape area in shrubs = 100%
% coverage in plants = 75%
5,841 sf x .75 = 4381 sf

25 perennials @ 5 sf = 125 sf
20 evergreen groundcover @ 100 sf = 2000 sf
40 small shrubs @ 15 sf = 600 sf
18 medium shrubs @ 50 sf = 900 sf
10 large shrubs @ 80 sf = 800 sf

Total coverage required = 4,381 sf
Total coverage proposed = 4,425 sf

25 perennials @ \$10	250
88 shrubs @ 27.50	2,420

subtotal	2,670
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3. Trees

Required: 1 tree/500 sf
5,841 / 500 = 11.68 trees

4 deciduous shade trees (1-1/2") @ \$160	640
2 pine trees (6-7') @ \$330	660
6 deciduous ornamental trees (1-1/2") @ \$140	840

subtotal	2,140
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4. Irrigation

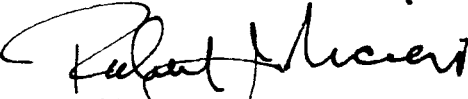
Assume: treated water; PVB, no pump,
controller, underground, pressurized,
popup spray heads & bubblers; sleeving

5,841 sf @ \$.40	<u>2,336</u>
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SUBTOTAL	\$10,066
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CONTINGENCY, 10%	1,007
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<u>TOTAL</u>	\$11,073
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Prepared by Robert J. Arcieri, ASLA

Law Office Of
Douglas A. Colaric
Attorney at Law

743 Horizon Court, Suite 106
Grand Junction, Colorado 81506
Telephone (970) 241-1980
Fax (970) 241-1350

RECEIVED
DEC 30 2003
COMMUNITY DEVELOPMENT

December 29, 2003

Bob Blanchard
Community Development Department
City of Grand Junction
250 N. 5th St.
Grand Junction, CO 81501

Re: 331 N 1st St. Landscaping
City File No. 03-11535

Dear Mr. Blanchard:

My offices represent Gay Johnson's, Inc., the owner of the above-referenced property and the recipient of a Notice of Violation from Randy Keller, the City Code Enforcement Officer. Please consider this correspondence as Gay Johnson's appeal of the Community Development Director's decision on required landscaping requirements for the property.

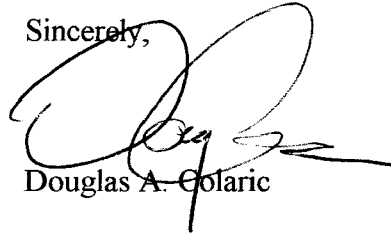
Gay Johnson's appeal is based upon hardship to the tenants of the strip center where the landscaping in question is located. By way of background, both the Subway and the Shake Rattle and Roll Diner had complained to Gay Johnson's that the two trees in the tree lawn adjacent to their stores blocked their signage and they felt that they were being adversely affected business-wise because of the trees. Last summer we contacted Bookcliff Gardens to get some ideas for alternate landscaping that would not block our tenant's signage. While Bookcliff was preparing some landscaping ideas, we cut down the two trees in question, not knowing that we were violating the City Code thereby.

We have had two meetings with Kathy Portner and Randy Keller who were both courteous and professional in representing the City's position. Unfortunately, after we suggested a number of possible landscaping alternatives to the replacement of the two trees in question in their original location, they concluded that we must replace the two trees in approximately the same location as before. We would like to make the corner look better than it did before we removed the two trees and still address our tenants' visibility concerns. Our situation is somewhat different than our nearby neighbors because the building is very close to the right of way with little setback. Accordingly, trees in the lawn area are within a few feet of the building envelope and block the view of a passerby.

Blanchard Correspondence
December 29, 2003
Page Two

Gay Johnson's has been a corporate member of this community for 62 years and it wants to do its part to make Grand Junction a more beautiful place to live and still address our tenants' visibility concerns. It is that spirit that we appeal the Community Development Director's decision. We shall look forward to your response, and would be happy to meet with you at any mutually agreed upon time to discuss the above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas A. Colaric', written over the printed name below it.

Douglas A. Colaric

cc: Gay Johnson's, Inc.
Subway Restaurant
Shake Rattle and Roll Diner

January 7, 2004

Douglas A. Colaric
743 Horizon Court
Suite 106
Grand Junction, CO 81506

Dear Mr. Colaric:

I am in receipt of your December 29, 2003 letter appealing the Community Development Director's decision regarding the replacement of removed landscaping at 331 North 1st Street.

As I am sure you are aware, there is an approved site plan on file for this property that includes the two trees that were removed – resulting in this property being in violation. In addition, it became apparent after reviewing the approved plan, that a significant amount of required landscaping had never been installed and had never been brought to your client's attention.

After speaking with Kathy Portner, Ivy Williams, Randy Keller and John Shaver, we are willing to consider alternative resolutions to just replacing the illegally removed trees in approximately the same location. Part of any resolution will necessarily be considering the entire site whether that is bringing the remainder of the site into conformance with the approved site plan or proposing some alternative that addresses landscaping requirements for the entire property. If some appropriate alternative can be agreed on, it will be necessary to formally amend the approved site plan through the development review process.

Please contact Kathy Portner at 244-1446 to coordinate submittal of any proposed alternatives your client would like us to consider. We will need time to review these against the City's landscaping requirements and then will schedule a meeting with you and your client to review them. In the meantime, the appeal will be scheduled for the Zoning Board of Appeals meeting on Wednesday, March 10, 2004. BOA hearings are held at noon in the hearing room located at City Hall.

Law Office Of
Douglas A. Colaric

Attorney at Law

743 Horizon Court, Suite 106
Grand Junction, Colorado 81506
Telephone (970) 241-1980
Fax (970) 241-1350

RECEIVED
FEB 23 2004
COMMUNITY DEVELOPMENT
DEPT.

February 20, 2004

Robert E. Blanchard
Community Development Director
City of Grand Junction
250 North 5th St.
Grand Junction, CO 81501

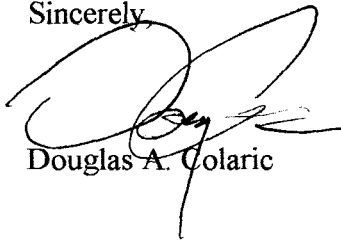
Re: 331 North 1st St. Landscaping
City File No. 03-11535

Dear Mr. Blanchard:

After considerable deliberation, my client, Gay Johnson's, Inc., has decided to withdraw its appeal of the staff's decision that the two trees which I cut down last year at the tenant's request be replaced. We are contacting Bookcliff Gardens / Landscaping and will replace the trees as soon as the weather allows.

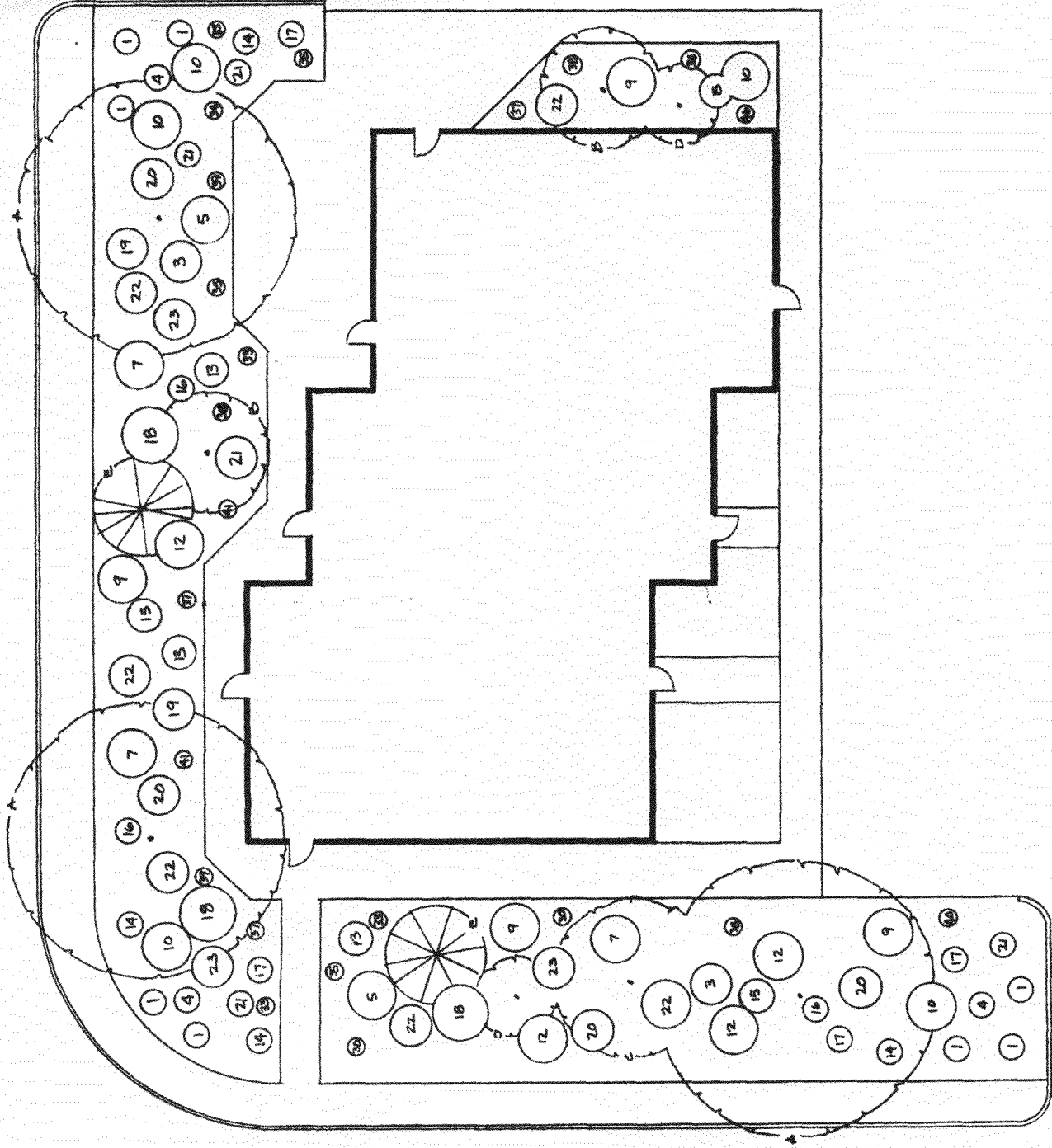
If you or your staff have any questions in regard to the above, please feel free to contact me at your convenience.

Sincerely,



Douglas A. Colaric

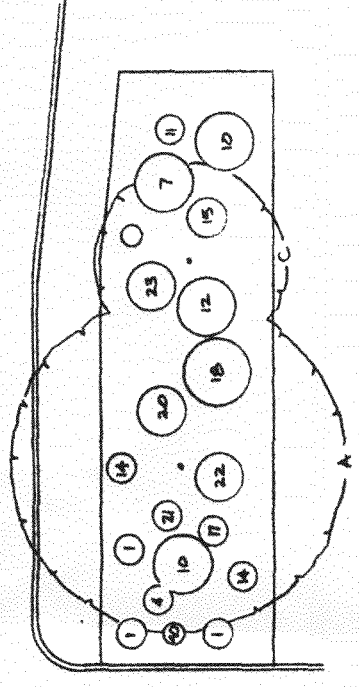
cc: Gay Johnson's, Inc.



SCHEDULE OF PLANT MATERIALS

KEY	PLANT NAME	QUANTITY	SIZE
TREES			
A	FRAXINUS AMERICANA 'ROSBELL'	4	1-1/2"
B	ROSBELL ASH	2	1-1/2"
C	PRUNUS CALIFORNICA 'BRADFORD'	2	1-1/2"
D	PRUNUS CALIFORNICA 'ROYALTY'	2	1-1/2"
E	PELUS TIPPIANA	2	1-1/2"
F	STADICORUS SIBAC	2	6"
G	PELUS AUSTRIACA - IMPERIAL PINE	2	6"

Owner shall provide specimens quality plant materials and shall care for such during
 period of construction. No substitutions shall be permitted without the specific
 approval of the Architect. Contractor shall furnish permits for all plants to be
 planted on site and shall be responsible for all plant materials. Contractor shall replace all plants which
 are lost or damaged during construction and shall be responsible for the care of all plants during
 construction.



PERENNIALS

38	ALYSSUM TRIVIALE COMPACTUM	2	1 GAL
39	BARBET OF GOLD	3	1 GAL
40	DIANTHUS BARBET OF GOLD	3	1 GAL
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68	DIANTHUS BARBET OF GOLD	3	1 GAL
69	DIANTHUS BARBET OF GOLD	3	1 GAL
70	DIANTHUS BARBET OF GOLD	3	1 GAL
71	DIANTHUS BARBET OF GOLD	3	1 GAL
72	DIANTHUS BARBET OF GOLD	3	1 GAL
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76	DIANTHUS BARBET OF GOLD	3	1 GAL
77	DIANTHUS BARBET OF GOLD	3	1 GAL
78	DIANTHUS BARBET OF GOLD	3	1 GAL
79	DIANTHUS BARBET OF GOLD	3	1 GAL
80	DIANTHUS BARBET OF GOLD	3	1 GAL
81	DIANTHUS BARBET OF GOLD	3	1 GAL
82	DIANTHUS BARBET OF GOLD	3	1 GAL
83	DIANTHUS BARBET OF GOLD	3	1 GAL
84	DIANTHUS BARBET OF GOLD	3	1 GAL
85	DIANTHUS BARBET OF GOLD	3	1 GAL
86	DIANTHUS BARBET OF GOLD	3	1 GAL
87	DIANTHUS BARBET OF GOLD	3	1 GAL
88	DIANTHUS BARBET OF GOLD	3	1 GAL
89	DIANTHUS BARBET OF GOLD	3	1 GAL
90	DIANTHUS BARBET OF GOLD	3	1 GAL
91	DIANTHUS BARBET OF GOLD	3	1 GAL
92	DIANTHUS BARBET OF GOLD	3	1 GAL
93	DIANTHUS BARBET OF GOLD	3	1 GAL
94	DIANTHUS BARBET OF GOLD	3	1 GAL
95	DIANTHUS BARBET OF GOLD	3	1 GAL
96	DIANTHUS BARBET OF GOLD	3	1 GAL
97	DIANTHUS BARBET OF GOLD	3	1 GAL
98	DIANTHUS BARBET OF GOLD	3	1 GAL
99	DIANTHUS BARBET OF GOLD	3	1 GAL
100	DIANTHUS BARBET OF GOLD	3	1 GAL

PLANTING PLAN NOTES

1. GENERAL SPECIFICATIONS - Prepare all areas and install all plantings according to AISC specifications (plant material quality and according to best industry standards and acceptable horticultural practices).
2. SPECIFIC SPECIFICATIONS - Contact LA to obtain specific specifications.
3. STAKING - Stake all trees according to AISC specifications.
4. PLANTING MIX - Stake all plantings with approved top soil, free of salt, based with 20% potting soil by volume.
5. PLANTING AREAS - Prepare all planting areas with thorough cleaning and grading; use existing soil as much as possible. If needed, use top soil and amend with 20% potting soil by volume. Compact all areas to a depth of 12" and water thoroughly with 3 inches of overhead plain water. Check all required permits.

GAY JOHNSON RETAIL BUILDING
 PLANTING PLAN



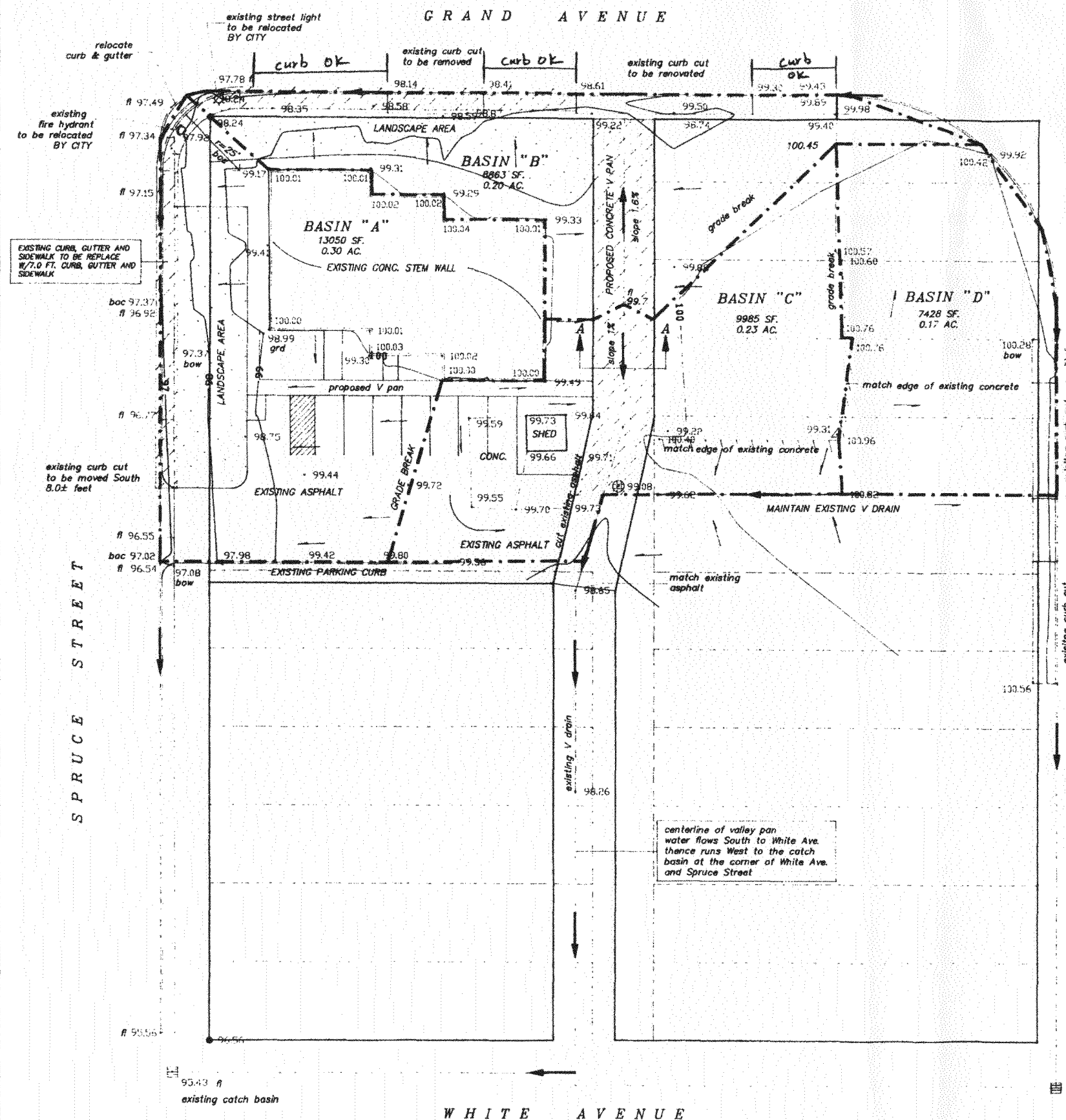
1" = 10'
 Scale

6/17/93
 Date Issued

Date Revised

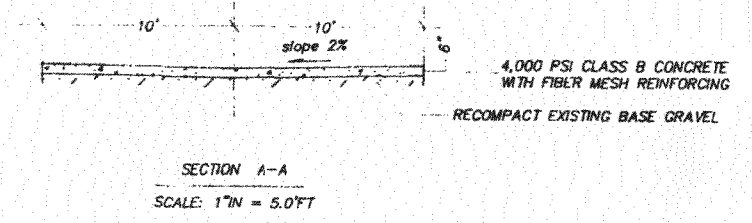
Sheet

100' x 16 = 1600



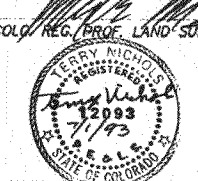
LEGEND & NOTES

- FOUND SURVEY MONUMENTS SET BY OTHERS NO. 5 RE-BAR
- CONTOUR INTERVAL = 1.0'
- ELEVATIONS ASSUMED WITH 100.00 ON TOP OF CONC. WALL
- SPOT ELEVATIONS
- ← DIRECTION OF DRAINAGE
- - - SLOPE OF GROUND



ACCEPTED *[Signature]* 7-1-93
 ANY CHANGE OF RECORDS MUST BE APPROVED BY THE CITY PLANNING DEPARTMENT TO PROPERLY LOCATE AND PROPERTY EASEMENTS AND PROPERTY LINES.

CERTIFICATION
 I, MAX E. MORRIS, CERTIFY THAT THIS PLAN IS PREPARED FROM FIELD NOTES OF A SURVEY MADE BY ME IN JUNE 1993.
[Signature] 7/1/93
 COLG. REG. PROF. LAND SURVEYOR L.S. 16413

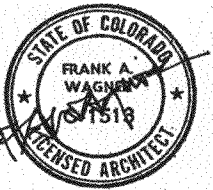


File # 68-93

revised 6/30/93

NOTICE
 ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWING HEREON.

GRADING AND DRAINAGE PLAN		
SITUATED IN WILSON'S SUB. OF BLOCK 2 OF MOBLEY'S SUB. CITY OF GRAND JUNCTION		
FOR: FRANCIS CONSTRUCTION	Q.E.D. SURVEYING SYSTEMS Inc. 1018 COLO. AVE. GRAND JUNCTION COLORADO 81501 (303) 241-2370 464-7568	SURVEYED BY: SB MF DRAWN BY: MEM ACAD ID: GAYJOHN SHEET NO. FILE: 93169
SCALE: 1" = 20' FT	DATE: 6/20/93	



FRANK A WAGNER
ARCHITECT AIA
1992 PRESIDENT
COLORADO WEST AIA

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

FAWHAUS INC.



ENGINEERS:

STRUCTURAL

L. J. Lindauer, Inc.
715 Horizon Drive
#360 241-0900

MECHANICAL

ELECTRICAL

SITE PLAN

RETAIL BUILDING
AT FIRST & GRAND
FOR
GAY JOHNSON'S INC.

Grand Junction, Co.

ACCEPTED *[Signature]* 7-1-93
ANY CHANGES MUST BE
APPROVED BY THE ARCHITECT
ENGINEER AND PLUMBER
AND PROPERTY LINES.

File # 68-93

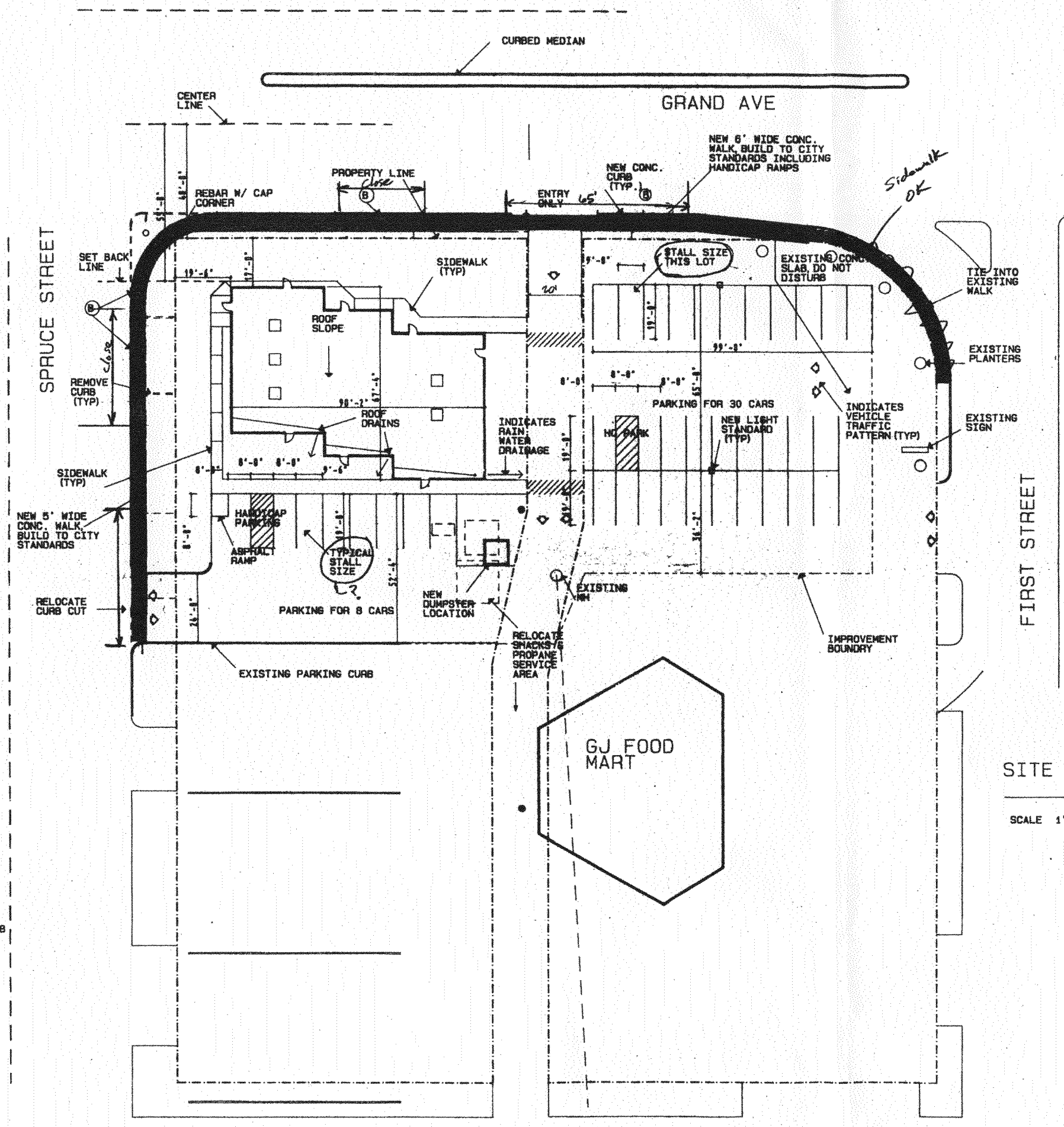
Project No. 92900

REVISED 6/30/93

Date: 6/16/93
Drawn: FAW

SHEET NO.

A 1



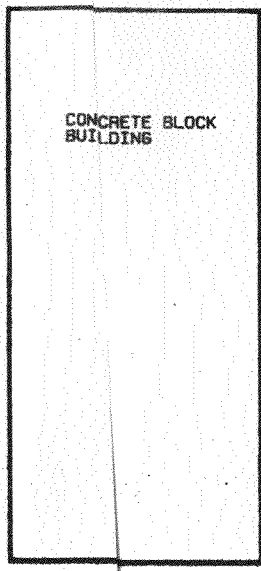
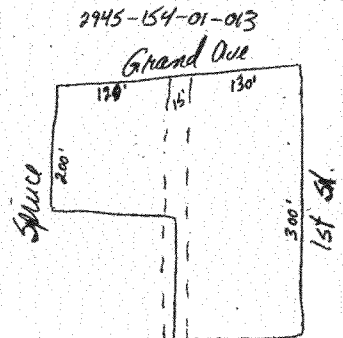
GENERAL NOTES

- (A) DELETED
- (B) NEW CURB & GUTTER BUILD TO CITY STANDARDS

SEE GRADING AND DRAINAGE PLAN FOR EXACT LOCATION OF HYDRANT AND STREET LIGHT

SEE LANDSCAPE PLAN FOR DETAILS OF GREEN AREA

SITE PLAN
SCALE 1" = 20'
NORTH



LEGEND
ZONE-C1 (LIGHT COMMERCIAL)
TOTAL AREA OF IMPROVEMENT 29300 S.F.
PARKING REQUIRED
EAST UNIT-14
CENTER UNIT-8
WEST UNIT-16
TOTAL MINIMUM REQUIRED -38 (NO OUTSIDE SEATING)