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File 1994-0045

Name: Bob's Quality Housing – Site Plan Review – 2508 Highway 6 and 50

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.</p> <p>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
X	X	*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
X	X	*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions

DOCUMENT DESCRIPTION:

X	X	Correspondence			
X	X	Power of Attorney - **			
X	X	Contract not signed by Community Development-scanned with file			
X	X	DIA – NOT RECORDED – scanned with electronic file – check not scanned			
X	X	Application for Sales Tax License			
X	X	WD Yards, Inc. Estimate			
X	X	Warranty Deed – Bk 1817 / pg 831 – not conveyed to City			
X		Elevation Map			
X	X	Site Plan – to be scanned			

SUBMITTAL CHECKLIST

SITE PLAN REVIEW

Location: 2508 Hwy 64 50

Project Name: Bob's Quality Housing

ITEMS		DISTRIBUTION																					
DESCRIPTION	SSID REFERENCE	City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation/Police	City Fire Department	City Attorney	City Downtown Dev. Auth.	County Planning	County Bldg. Dept.	Irrigation District	Drainage District	Water District <i>etc</i>	Sewer District	H.S.-West	Public Service	GVPP	CDOT	Coms of Engineers	Walker Field	TOTAL REQD.	
● Application Fee	VII-1 X	1																					
● Submittal Checklist*	VII-3 X	1																					
● Review Agency Cover Sheet*	VII-3 X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Planning Clearance*	VII-3 X	1																					
● 11"x17" Reduction of Assessor's Map	VII-1 X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title / <i>title insurance</i>	VII-2	1					1																
○ Appraisal of Raw Land	VII-1	1			1																		
○ Deeds	VII-1	1		1																			
○ Easements	VII-2	1	1	1	1																		
○ Avigation Easement	VII-1	1			1																		
○ ROW	VII-3	1	1	1	1																		
○ Improvements Agreement/Guarantee	VII-2	1	1	1			1																
○ CDOT Access Permit	VII-3	1	1																				
○ Industrial Pretreatment Sign-off	VII-4	1	1																				
● General Project Report	X-7 X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Elevation Drawing	IX-13	1	1																				
● Site Plan <i>15</i>	IX-29	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
○ 11"x17" Reduction of Site Plan	IX-29					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
○ Grading and Drainage Plan	IX-16	1	2																				
○ Storm Drainage Plan and Profile	IX-30	1	2									1											
○ Water and Sewer Plan and Profile	IX-34	1	2	1		1						1		1	1								
○ Roadway Plan and Profile	IX-28	1	2									1											
○ Road Cross-Sections	IX-27	1	2																				
○ Detail Sheer	IX-12	1	2																				
● Landscape Plan - <i>on site plan</i>	IX-20	2	1	1																			
○ Geotechnical Report	X-8	1	1																				
○ Final Drainage Report	X-5.6	1	2																				
○ Stormwater Management Plan	X-14	1	2									1									1		
○ Phase I and II Environmental Report	X-10,11	1	1																				
○ Traffic Impact Study	X-15	1	2																				

NOTES: 1) An asterisk in the item description column indicates that a form is supplied by the City.
 2) Required submittal items and distribution are indicated by filled in circles, some of which may be filled in during the pre-application conference. Additional items or copies may be subsequently requested in the review process.
 3) Each submitted item must be labeled, named, or otherwise identified as described above in the description column.

PRE-APPLICATION CONFERENCE

Date: 1/19/93
Conference Attendance: Randy Hunter, Kristen Ashbeck
Proposal: Addition - Office Space, Bob's Quality Housing
Location: 2508 HWY 6 #20

Tax Parcel Number: 2945-103-00-058
Review Fee: \$110.00

(Fee is due at the time of submittal. Make check payable to the City of Grand Junction.)

Additional ROW required?
Adjacent road improvements required?
Area identified as a need in the Master Plan of Parks and Recreation?
Parks and Open Space fees required? Estimated Amount:
Recording fees required? Estimated Amount:
Half street improvement fees required? Estimated Amount:
Revocable Permit required?
State Highway Access Permit required?

Applicable Plans, Policies and Guidelines

Located in identified floodplain? FIRM panel #

Located in other geohazard area?

Located in established Airport Zone? Clear Zone, Critical Zone, Area of Influence?
Avigation Easement required?

While all factors in a development proposal require careful thought, preparation and design, the following "checked" items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process.

- Access/Parking, Drainage, Floodplain/Wetlands Mitigation, Other, Screening/Buffering, Landscaping, Availability of Utilities, Land Use Compatibility, Traffic Generation, Geologic Hazards/Soils

Related Files:

It is recommended that the applicant inform the neighboring property owners and tenants of the proposal prior to the public hearing and preferably prior to submittal to the City.

PRE-APPLICATION CONFERENCE

WE RECOGNIZE that we, ourselves, or our representative(s) must be present at all hearings relative to this proposal and it is our responsibility to know when and where those hearings are.

In the event that the petitioner is not represented, the proposed item will be dropped from the agenda, and an additional fee shall be charged to cover rescheduling expenses. Such fee must be paid before the proposed item can again be placed on the agenda. Any changes to the approved plan will require a re-review and approval by the Community Development Department prior to those changes being accepted.

WE UNDERSTAND that incomplete submittals will not be accepted and submittals with insufficient information, identified in the review process, which has not been addressed by the applicant, may be withdrawn from the agenda.

WE FURTHER UNDERSTAND that failure to meet any deadlines as identified by the Community Development Department for the review process may result in the project not being scheduled for hearing or being pulled from the agenda.

Signature(s) of Petitioner(s) Signature(s) of Representative(s)

45 94

GENERAL PROJECT REPORT

BOB'S QUALITY HOUSING
2508 HWY 6 & 50
GRAND JUNCTION, CO 81505
ADDITION TO OFFICE

THE PROJECT IS WEST OF 1ST STREET ON HWY 6 & 50 ON APPROXIMATELY FOUR ACRES. PROPOSED USE WILL NOT CHANGE FROM EXISTING USE AS A MOBILE HOME SALES LOT.

LAND USE IN THE SURROUNDING AREA HAVE REMAINED THE SAME FOR THE LAST FEW YEARS, GENERALLY RETAIL SALES FACILITIES AND RETAIL MOBILE HOME SALES FACILITIES.

SITE ACCESS AND TRAFFIC PATTERNS WILL NOT BE AFFECTED BY THE ADDITION TO THE SALES OFFICE.

FIRE HYDRANTS AND SEWER COLLECTION WILL BE NEW OR APPROVED, WITH TEMPORARY CERTIFICATE OF OCCUPANCY AS RECENT BUILDING PERMITS HAVE ALLOWED ALONG HWY 6 & 50. THERE WILL BE NO SPECIAL DEMANDS ON EXISTING UTILITIES.

HOURS OF OPERATION ARE 8:00 A.M. TO 6:00 P.M., MONDAY THROUGH SATURDAY.

NO ADDITIONAL SIGNAGE PLANS ARE BEING REQUESTED.

ALL DEVELOPMENT WILL TAKE PLACE IN A SINGLE PHASE FROM MARCH 1, 1994 TO JUNE 1, 1994.

The Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities and joints necessary to open the street or sidewalk to use.

Attest:

Stephanie Nye, City Clerk

Date

Director of Community Development

Date

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

* 

Developer

2/16/95
Date

(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

Attest:



(Page 3 of 3)

- 11. Newsletters _____
- 12. General Construction Supervision _____
- 13. Other _____
- 14. Other _____

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 2350.00

[Signature]
SIGNATURE OF DEVELOPER

2/16/95
DATE

(If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

Attest: [Signature]

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

CITY ENGINEER

DATE

COMMUNITY DEVELOPMENT

DATE

REVIEW COMMENTS

Page 1 of 2

FILE #45-94

TITLE HEADING: Site Plan Review - Office
Addition for Bob's Quality
Housing

LOCATION: 2508 Highway 6 & 50

PETITIONER: Robert Smith

PETITIONER'S ADDRESS/TELEPHONE: 2508 Highway 6 & 50
Grand Junction, CO
245-4143

PETITIONER'S REPRESENTATIVE: Steve McCallum

STAFF REPRESENTATIVE: Kristen Ashbeck

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 UTILITY ENGINEER
Bill Cheney

3/8/94
244-1590

WATER - Ute Water. Inadequate fire protection at this time.

SEWER - City/County

1. Site is presently served by septic system which does not appear to be causing any problem.
2. Petitioner would be required to sign "Power of Attorney" for future sewer improvement district and escrow funds in an amount equal to petitioner's pro-rated share of the estimated construction costs. The pro-rated share for sewer based on 4 acres is \$18,286. Estimated cost of sewer is \$159,500. Total service area is approximately 35 acres.

GRAND JUNCTION POLICE DEPARTMENT
Mark Angelo

3/9/94
244-3587

Is this a build-on addition or is it another trailer attached to the existing trailer?

CITY DEVELOPMENT ENGINEER
Jody Kliska

3/9/94
244-1591

Parking and circulation area around office must be paved.

MESA COUNTY BUILDING DEPARTMENT
Bob Lee

3/11/94
244-1656

Building construction must comply with all the requirements of the U.B.C. and other applicable codes. All building plans must be stamped by a professional engineer or architect.

UTE WATER DISTRICT
Gary R. Mathews

3/11/94
242-7491

No objections.

COMMUNITY DEVELOPMENT DEPARTMENT
Kristen Ashbeck

3/16/94
244-1437

1. Sewer and water concerns must be adequately met prior to issuance of a Planning Clearance for a Building Permit.
2. Landscaping, as proposed, is appropriate for the site. If not installed prior to issuance of Certificate of Occupancy, an Improvements Agreement and Guarantee will be required for the landscaping.

GRAND JUNCTION FIRE DEPARTMENT
George Bennett

3/17/94
244-1400

A fire flow survey has to be conducted to determine the required flows and what fire protection is required. Submit a complete set of building plans for our review. Water lines for commercial development shall not be less than 8 inches in diameter and be capable of providing the required flows.

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
MAR 29 1994

RESPONSE TO REVIEW COMMENTS

Location: 2508 Hwy 6 & 50
Petitioner: Robert Smith
Petitioner's Address/Telephone: 2508 Highway 6 & 50
Grand Junction, CO
245-4143

Petitioner's Representative: Steve McCallum — 242-4442
Staff Representative: Kristen Ashbeck
Date Response Submitted: 3/28/94

City Utility Engineer, Bill Cheney

Water line size will be resolved by the formation of the Approach Corridor Improvement District if City Council agrees, if not, the line size will be addressed as per agreement between City, Ute Water and property owner. Sewer will be temporarily on a septic system and we will receive a septic clearance, once we have resolved the pro-rated share to be paid at this time and a power of attorney for future sewer improvements.

Grand Junction Police Department, Mark Angelo

The addition is a standard built-up addition built to existing City codes.

City Development Engineer, Jody Kliska

Please refer to section 5-1-4 of the Zoning and Development Code that requires asphalt, concrete or a dust free surface. We intend to use the dust free surface that has been in place for a number of years.

Mesa County Building Department, Bob Lee

Petitioner will supply a complete set of plans stamped by a professional engineer prior to issuance of Building Permit.

***Community Development Department, Kristen Ashbeck**

Sewer and water concerns will be addressed as previously discussed. Landscaping will be completed prior to issuance of Certificate of Occupancy.

Grand Junction Fire Department, George Bennett

A complete set of plans has been provided to Mr. Bennett so he may conduct a Fire Flow Study. The water line size in the commercial development, again has been addressed previously with Ute Water.

UTE WATER CONSERVANCY DISTRICT

560 25 Road, P.O. Box 460
Grand Junction, CO 81502

Office
Telephone: 303-242-7491
FAX: 303-242-9189

Treatment Plant
Telephone: 303-464-5563
FAX: 303-464-5443

April 4, 1994

Steve McCallum
and others it may concern

Re: Fireline Upgrades, Highway 6 & 50, North Side

Steve:

Property located at 2508 Highway 6 & 50 being Mesa County Parcel No. 2945-103-00-155 will be included within the fire protection upgrade project scheduled for mid-summer to early fall, 1994.

Please let me know if you any questions.

Sincerely,



C. E. Stockton
Assistant Manager
Ute Water Conservancy District

CES/rlc

CITY OF GRAND JUNCTION
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501-2668



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

DATE: 4/4/94
TIME: 4:00 pm

F A C S I M I L E T R A N S M I S S I O N C O V E R S H E E T

To: George Bennett
Location: Fire Dept
Telephone Number: () 244-1414
FAX Number: () 244-1471

From: Kris, Community Development
FAX Number: (303) 244-1599
Telephone Number: (303) _____

Number of Pages 2
(Including Cover Sheet)

SPECIAL INSTRUCTIONS: Letter re: Bob's Quality Housing. Need
memo from you-okay to issue Building Permit as we
did for Sundance Marine. Thanks!

If the telecopy you received is incomplete or illegible, please call
_____.



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

May 3, 1995

Attn: Forrest Ross
Golden West Homes
2508 Hwy. 6&50
Grand Junction, CO 81505

RE: Our File #45-94 - Bob's Quality Housing/Oakwood Homes

Dear Mr. Ross,

Based on our inspection of the subject premises, the required landscaping improvements have been installed as per the approved site development plans. Given the short time frame for completion of the improvements, the improvements agreement which you completed and the check for \$2,350 which you posted were held and were not recorded and cashed, respectively. Therefore, I am returning the check to you and will void the improvements agreement.

Thank you for your cooperation in this matter. If you should have any questions please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael T. Drollinger".

Michael T. Drollinger
Senior Planner

Encl. - check

cc: File

h:\cityfil\1994\45-94.wpd



IMPROVEMENTS AGREEMENT

(Site Plan)

1. **Parties:** The parties to this Improvements Agreement ("the Agreement") are ^{Mobile} Oakwood Homes, 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.

RECITALS

The Developer seeks permission to develop property within the City, 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 and limiting the harmful effects of substandard development. The purpose of this Agreement is to protect the City from the cost of completing improvements itself and is not executed for the benefit to materialmen, laborers, or others providing work, services or materials to the Developer. 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 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 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, in writing, the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 120 Days from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The Developer shall comply with all relevant federal, state and local laws, ordinances and regulations in effect at the time of site plan/development approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall 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, or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until 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 under the bank 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 (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 (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 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 or cash deposit to the extent of the face amount of the credit or full amount of the deposit, 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 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 disbursement agreement, 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 en-join the sale, transfer, or conveyance of 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 officer, 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 on 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 to or constitute a waiver of any other provision, nor will it be deemed to 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 its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed 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 a court or courts of competent jurisdiction 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 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 this 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:

Mobile
Oakwood Home, Inc.
2508 Hwy 6 x 50
Grand Junction, Co. 81505

If to City:

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

25. **Recordation:** Developer will pay for any and all 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, disbursement agreement, cash deposit or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County Colorado.

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 this Improvements Agreement are constructed to City standards may be in one of the following forms:

_____ (I) disbursement agreement between a bank doing business in Mesa County and the City, or

_____ (II) a good and sufficient letter of credit acceptable to the City, or

(III) depositing with the City cash equivalent to the estimated cost of construction of the improvements.

_____ (IV) other; see attached.

The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement.

Exhibit C, attached hereto and incorporated herein by this reference as if fully set forth, is the City approved and accepted guarantee for this project.

29. a. Conditions of Acceptance: The City shall have no responsibility or liability with respect to any street, or any 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, blue-line stamped and sealed by a professional engineer and copies of results of all construction control tests required by City specifications.

b. 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 prescribed location and shall construct the required width of pavement from the edge of gutter on the side of the street being developed to enable an initial two-way traffic operation without on-street parking.

The Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities and joints necessary to open the street or sidewalk to use.

Attest:

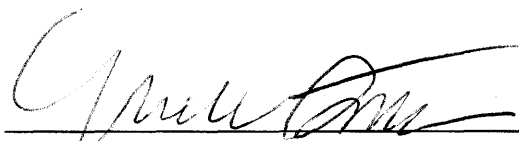
Stephanie Nye, City Clerk

Date

Director of Community Development

Date

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

* 

Developer

2/16/95

Date

(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

Attest: 

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

EXHIBIT A

That part of Lot 3 in RIVERSIDE SUBDIVISION, lying North and East of the U. S. Highway 6 & 50 Right-of-Way and in addition that part of Lot 4 of said RIVERSIDE SUBDIVISION, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 4 also being the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 1 South, Range 1 West of the Ute Meridian, that when aligned with the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ is assumed to bear South 00°00'05" West with all bearings contained herein to be relative thereto;
thence South 89°57'59" East along the North line of said Lot 4 a distance of 328.98 feet to the Northeast corner of said Lot 4;
thence along the East line of said Lot 4 South 00°02'30" East 315.09 feet to the TRUE POINT OF BEGINNING;
thence continuing South 00°02'30" East 294.70 feet to the Northerly Right-of-Way of said U. S. Highway 6 & 50;
thence along said Northerly Right-of-Way North 61°20'53" West 141.01 feet;
thence leaving said Northerly Right-of-Way North 28°32'42" East 258.51 feet to the TRUE POINT OF BEGINNING;
EXCEPT the North 100.00 feet thereof;
AND ALSO EXCEPT Beginning at the Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10;
thence North 166.9 feet (Measured 167.33 feet) to a point on the Northerly Right-of-Way of said U. S. Highway 6 & 50;
thence North 61°22' West 747.6 feet (measured North 61°20'53" West 752.91 feet) to the TRUE POINT OF BEGINNING;
thence continuing along said Northerly Right-of-Way North 61°22' West 200.00 feet (Measured North 61°20'53" West);
thence North 154.2 feet (measured North 00°05'04" West);
thence East 175.5 feet (measured South 89°58'05" East 175.37 feet)
thence South 250.00 feet (Measured South 00°05'04" East)
to the TRUE POINT OF BEGINNING.
RESERVING THEREFROM an easement for ingress-egress being 30 feet in width and lying East of the following described line:
Commencing at the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 1 South, Range 1 West of the Ute Meridian, whose West line is assumed to bear South 00°00'05" West and all bearings contained herein to be relative thereto;
thence South 89°57'59" East 30.00 feet;
thence South 00°00'05" West 454.67 feet to the Northerly Right-of-Way of U. S. Highway 6 & 50;
thence along said Right-of-Way South 77°23'00" East 26.40 feet;
thence South 61°20'53" West 170.85 feet to the point of beginning;
thence leaving said Northerly Right-of-Way North 28°32'42" East 258.51 feet;
thence North 00°02'30" West 215.09 feet to its terminus.

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

(Page 1 of 3)


DATE: January 14, 1995
 NAME OF DEVELOPMENT: Golden West Homes
 LOCATION: 2508 Hwy 6&50
 PRINTED NAME OF PERSON PREPARING: WD Yards, Inc.

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	_____	_____	_____	_____
4. Sewer Services (incl. trenching, bedding, & backfill)	_____	_____	_____	_____
5. Sanitary sewer manhole(s)	_____	_____	_____	_____
6. Connection to existing manhole(s)	_____	_____	_____	_____
7. Aggregate Base Course	_____	_____	_____	_____
8. Pavement replacement	_____	_____	_____	_____
9. Driveway restoration	_____	_____	_____	_____
10. Utility adjustments	_____	_____	_____	_____
II. DOMESTIC WATER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	_____	_____	_____	_____
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	_____	_____	_____	_____
5. Connect to existing water line	_____	_____	_____	_____
6. Aggregate Base Course	_____	_____	_____	_____
7. Pavement Replacement	_____	_____	_____	_____
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)	_____	_____	_____	_____
8. Curb, gutter & sidewalk (linear feet)	_____	_____	_____	_____
9. Driveway sections (square yard)	_____	_____	_____	_____
10. Crosspans & fillets	_____	_____	_____	_____
11. Retaining walls/structures	_____	_____	_____	_____
12. Storm drainage system	_____	_____	_____	_____
13. Signs and other traffic control devices	_____	_____	_____	_____
14. Construction staking	_____	_____	_____	_____
15. Dust control	_____	_____	_____	_____
16. Street lights (each)	_____	_____	_____	_____
IV. LANDSCAPING				
				TOTAL ALL WORK: \$2,350.00
1. Design/Architecture	_____	_____	_____	_____
2. Earthwork (includes top soil, fine grading, & berming)	_____	_____	_____	_____
3. Hardscape features (includes walls, fencing, and paving)	_____	_____	_____	_____
4. Plant material and planting	_____	_____	_____	_____
5. Irrigation system	_____	_____	_____	_____
6. Other features (incl. statues, water displays, park equipment, and outdoor furniture)	_____	_____	_____	_____
7. Curbing	_____	_____	_____	_____
8. Retaining walls and structures	_____	_____	_____	_____
9. One year maintenance agreement	_____	_____	_____	_____
V. MISCELLANEOUS				
1. Design/Engineering	_____	_____	_____	_____
2. Surveying	_____	_____	_____	_____
3. Developer's inspection costs	_____	_____	_____	_____
4. Quality control testing	_____	_____	_____	_____
5. Construction traffic control	_____	_____	_____	_____
6. Rights-of-way/Easements	_____	_____	_____	_____
7. City inspection fees	_____	_____	_____	_____
8. Permit fees	_____	_____	_____	_____
9. Recording costs	_____	_____	_____	_____
10. Bonds	_____	_____	_____	_____

- 11. Newsletters _____
- 12. General Construction Supervision _____
- 13. Other _____
- 14. Other _____

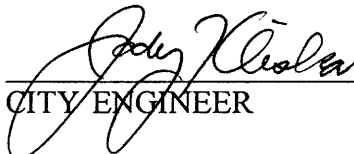
TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 2350.00

* 
 SIGNATURE OF DEVELOPER
 (If corporation, to be signed by President and attested
 to by Secretary together with the corporate seals.)

2/16/95
DATE

Attest: 

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.


CITY ENGINEER

3-9-95
DATE

COMMUNITY DEVELOPMENT

DATE

MEMORANDUM OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
File #45-94

This memorandum relates to an improvements agreement and guarantee dated March 8 1995, by and between Oakwood Mobile Homes, Inc. (Developer) and the City of Grand Junction (City) pertaining to File #45-94 (Project) in the City of Grand Junction.

Whereas, Developer is required to install and construct certain public and private improvements as a condition of approval of the Project, which completion is guaranteed by an improvements agreement and guarantee in the sum of \$2350.00, and

Whereas, the City of Grand Junction and other agencies possessing regulatory authority over the Project and/or the improvements to be constructed, must inspect the improvements and accept the same before the improvements agreement and guarantee are released or if not constructed the City may use the proceeds or collateral of the guarantee to install the improvements, and

Whereas, the existence of the improvements agreement and guarantee may affect certain rights, responsibilities and actions of the Developer, the City or any other person or entity,

NOW THEREFORE, this memorandum is recorded to be notice to the world of the existence of said improvements agreement and guarantee. This memorandum is not a complete summary of the improvements agreement and guarantee. Provisions of this memorandum shall not be used to interpret the terms or provisions of the improvements agreement and/or guarantee. In the event of conflict between this memorandum and the unrecorded improvements agreement and/or guarantee, the unrecorded improvements agreement and guarantee shall control. The improvements agreement and guarantee may be inspected at the City of Grand Junction Community Development Department, 250 N. 5th Street, Grand Junction, CO.

CITY OF GRAND JUNCTION:

Director of Community Development date

DEVELOPER:

date

After recording mail to:

c/o Community Development Department
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

APPLICATION FOR SALES TAX LICENSE

45-94

Use Date 01-20-95

CITY OF GRAND JUNCTION
SALES TAX DIVISION - FINANCE DEPARTMENT
250 NORTH FIFTH STREET, GRAND JUNCTION, COLORADO 81501
(303) 244-1521

A \$10 NON-REFUNDABLE APPLICATION FEE MUST BE PAID WITH THE APPLICATION

NOTE: Application for License will be rejected unless all questions are fully answered.

1. Indicate in proper space below the type of ownership:
INDIVIDUAL [] PARTNERSHIP [] CORPORATION [X] OTHER []
FEDERAL I.D. NUMBER 560574589

2. LICENSE TO BE ISSUED IN THE NAME OF OAKWOOD HOMES, INC.

3. TRADE NAME OR DOING BUSINESS AS GOLDEN WEST HOMES

4. Business location 2508 HWY 6450, GRAND JUNCTION, CO 81505

Phone (303) 242-2924 Street Address City State ZIP

5. Mailing Address 2225 SOUTH HOLDEN ROAD, GREENSBORO, NC 27417

6. Phone Number where office records are kept. (910) 855-2467 P.O. Box or Street Address City State ZIP

7. Nature of business. What do you sell: MANUFACTURED HOUSING

8. Starting date of business in Grand Junction DECEMBER 1, 1994

Do you also render services? YES If so state nature SETUP & DELIVERY OF HOMES AND CUSTOMER SERVICE

9. How many locations will you have in the City of Grand Junction? ONE
SEPARATE APPLICATIONS ARE REQUIRED FOR EACH PLACE OF BUSINESS!!!!

10. If more than one location in Grand Junction, do you prefer to file:
A TAX RETURN FOR EACH LOCATION [X] CONSOLIDATED TAX RETURN []

11. If seasonal, show active months N/A

12. List any sales tax licenses held with the City of Grand Junction, currently and in the last three years NONE

13. Estimate your monthly amount of TAXABLE SALES \$ 7,800.00

14. Preferred filing period for Sales/Use Tax:
MONTHLY [X] QUARTERLY (max \$39/mo. tax) [] ANNUAL (max \$9/mo. tax) []

JAMES O. GIRARD Please print name of signer Signed

Soc. Sec. # Date of Birth Title Date

FOR OFFICIAL USE ONLY

OTHER PERMANENT LICENSE MO [X] QTR [] AN [] TEMPORARY LICENSE []
CHANGE IN STATUS MO [] QTR [] AN [] DATE [] IN [] PRE-PAYMENT AMOUNT []

18 APPROVAL PLANNING: PSE 12/2/94 FINANCE: NO

DATE RECEIPT # LICENSE ISSUED SYSTEM INPUT ACCOUNT #
12-02-94 67383 DATE DEC 15 1994 INITIALS 227331

G. H.

WD YARDS, Inc.

PROFESSIONAL LANDSCAPE MANAGEMENT
577 N. WESTGATE DRIVE, GRAND JUNCTION
CO 81505 • (303) 243-1229

LC20

Estimate for:

Name: GOLDEN WEST HOMES Date: 11/14/95
Street: 2508 HWY 6 #50 Phone #: 242-2924
City/Zip: GRAND JCT CO 81505 Sales Person: WJD
ATTN: FOREST ROSS

We hereby submit specifications and estimates for:

6x6 LANDSCAPE TIMBERS STAKED TO MAKE
PLANTER BEDS

UNDERLAYMENT FABRIC AND ASPEN BARK
MULCH ALL AREAS

DRIP SPRINKLER SYSTEM INCLUDING
PUB HOOK UP AROUND BUILDING ONLY

PLANTING OF 5 SUMMIT ASH 1 1/2
12 BARBERRY 5 GAL
8 SUMAC 5 GAL

ADDITION OF TOP SOIL FOR BEDS
PREP AND TILLING ETC.

\$ 2350⁰⁰

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

TWO THOUSAND THREE HUNDRED FIFTY FIVE dollars (\$2350⁰⁰).

Payment to be made as follows:

NET 10 DAYS UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurances. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature WJD

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

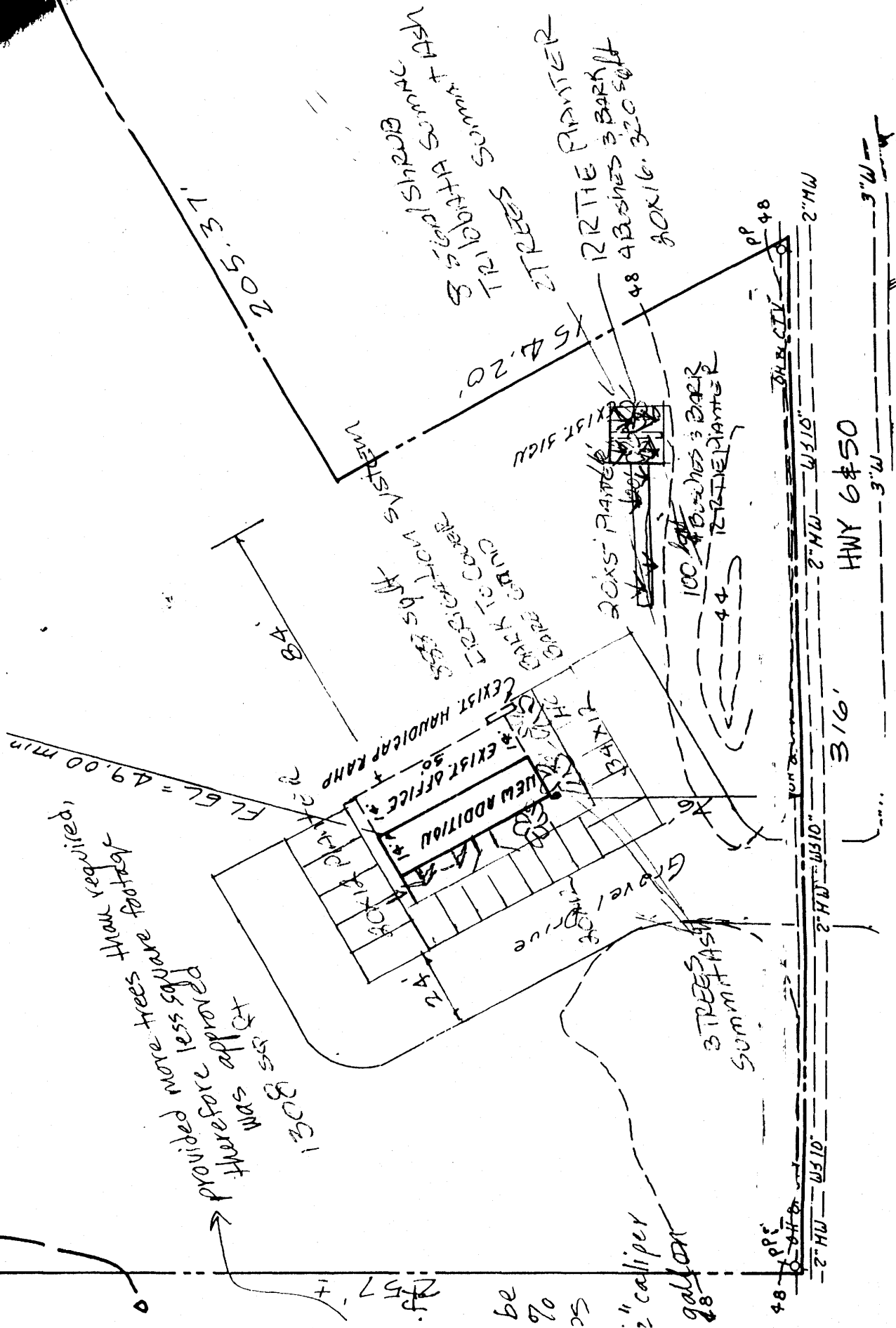
Date of Acceptance _____

Balance shall be paid upon completion of work. Finance charges of 2% per month will be assessed on any account past due 30 days. All collection costs and attorneys fees will be paid by customer.

Signature _____

Signature _____

provided more trees than required, therefore approved was approved



HWY 6 & 50

316'

270' HWY 2

1510'

1510'

270' HWY 2

3" W

3" W

HWY 6 & 50

316'

270' HWY 2

1510'

1510'

270' HWY 2

WARRANTY DEED

BOB'S MOBILE HOMES, INC., a Colorado

Grantor(s)

Corporation, DBA BOB'S QUALITY HOUSING, INC.

whose address is 900 N. Townsend, Montrose

*County of Montrose, State of

Colorado

for the consideration of
Ten dollars and other valuable consideration

~~XXXX~~ dollars, in hand paid, hereby sell(s)

12-21-90
1559270 03:15 PM 12/21/90
MESA CO. CLK & REC MESA COUNTY CO
DOC NO FEE

BOOK 1817 PAGE 831

No Consideration

and convey(s) to BOB'S MOBILE HOMES, INC., a Colorado Corporation, DBA BOB'S QUALITY HOUSING, INC.

whose legal address is 900 N. Townsend, Montrose

County of Montrose, and State of Colorado

the following real property in the _____ County of Mesa, and State of

Colorado, to wit:

See Exhibit "A" attached hereto and made a part hereof

#3 Reviewed for conformance with adopted
subdivision regulations of City of Grand
Junction and/or Mesa County, Colorado.
Dated: Sept. 12, 1990
Signed: *[Signature]*

also known by street and number as 2504 Highway 6 & 50, Grand Junction

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1990, payable in 1991, easements, rights of ways and restrictions of record.

Signed this 22nd day of August

19 90
Bob's Mobile Homes, Inc., a Colorado Corporation, dba Bob's Quality Housing, Inc.
[Signature]
by: *[Signature]*

STATE OF COLORADO,

County of Montrose

} ss.

That part of Lot 3 in RIVERSIDE SUBDIVISION, lying North and East of the U. S. Highway 6 & 50 Right-of-Way and in addition that part of Lot 4 of said RIVERSIDE SUBDIVISION, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 4 also being the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 1 South, Range 1 West of the Ute Meridian, that when aligned with the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ is assumed to bear South 00°00'05" West with all bearings contained herein to be relative thereto;
 thence South 89°57'59" East along the North line of said Lot 4 a distance of 328.98 feet to the Northeast corner of said Lot 4;
 thence along the East line of said Lot 4 South 00°02'30" East 315.09 feet to the TRUE POINT OF BEGINNING;
 thence continuing South 00°02'30" East 294.70 feet to the Northerly Right-of-Way of said U. S. Highway 6 & 50;
 thence along said Northerly Right-of-Way North 61°20'53" West 141.01 feet;

thence leaving said Northerly Right-of-Way North 28°32'42" East 258.51 feet to the TRUE POINT OF BEGINNING;

EXCEPT the North 100.00 feet thereof;

AND ALSO EXCEPT Beginning at the Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10;

thence North 166.9 feet (Measured 167.33 feet) to a point on the Northerly Right-of-Way of said U. S. Highway 6 & 50;

thence North 61°22' West 747.6 feet (measured North 61°20'53" West 752.91 feet) to the TRUE POINT OF BEGINNING;

thence continuing along said Northerly Right-of-Way North 61°22' West 200.00 feet (Measured North 61°20'53" West);

thence North 154.2 feet (measured North 00°05'04" West);

thence East 175.5 feet (measured South 89°58'05" East 175.37 feet)

thence South 250.00 feet (Measured South 00°05'04" East)

to the TRUE POINT OF BEGINNING.

RESERVING THEREFROM an easement for ingress-egress being 30 feet in width and lying East of the following described line:

Commencing at the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 1 South, Range 1 West of the Ute Meridian, whose West line is assumed to bear South 00°00'05" West and all bearings contained herein to be relative thereto;

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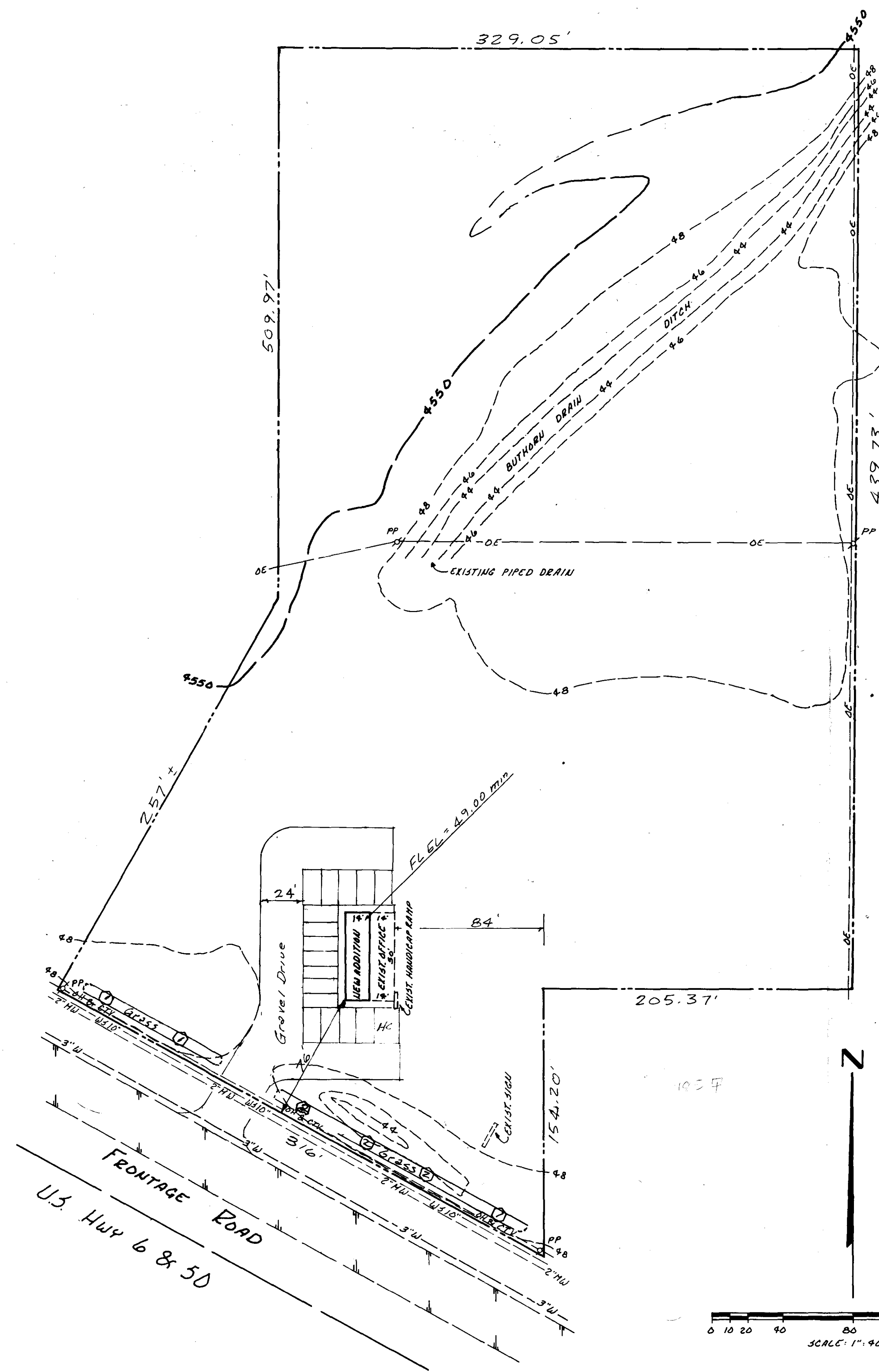
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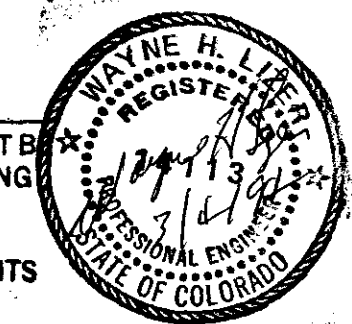


- LEGEND:**
- 98 --- EXISTING CONTOUR
 - 0E --- EXISTING OPENEND ELECTRIC WIRE
 - 5PP --- EXISTING POWER POLE
 - 0TV --- EXISTING OVERHEAD CABLE
 - 2" MW --- EXISTING "PUBLIC SERVICE" 2" GAS PIPE
 - 0S10 --- EXISTING "WESTERN SLOPE" 10" HIGH PRESSURE GAS PIPE
 - 3"W --- EXISTING 3" "UTC WATER" WATER PIPE
 - PP --- EDGE OF EXISTING ASPHALT
 - HC HANDICAPPED PARKING
 - ① SUNBURST HONEYLOCUST 1 1/2" CAL
 - ② NEWPORT ASD 1 1/2" CAL

NOTES:

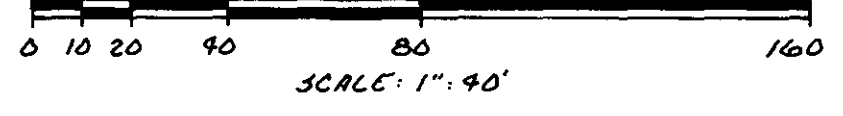
1. Sewer & Water are proposed to be extend to the site under Special Improvement District.
2. Landscaping to be irrigated by Pressurized "Drip" System, 1250 sq. ft.

ACCEPTED *WHA* 4/5/94
 ANY CHANGE OF SETBACKS MUST BE APPROVED BY THE CITY PLANNING DEPT. IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY LOCATE AND IDENTIFY EASEMENTS AND PROPERTY LINES.



SITE PLAN
 FOR
BOB'S QUALITY HOUSING
 2508 HIGHWAY 6 & 50
 GRAND JUNCTION, COLORADO 81505

W.H. LIZER & ASSOCIATES
 ENGINEERING CONSULTING & LAND SURVEYING
 576 25 ROAD · UNIT 8 · 241-1129
 GRAND JUNCTION, COLORADO 81505



1994-0015