

SUBMITTAL CHECKLIST

SITE PLAN REVIEW

Location: 2850 Chipeta Unit D.

Project Name: Sonic Dry Clean

ITEMS	DISTRIBUTION																						
DESCRIPTION	SSID REFERENCE	<input type="checkbox"/> City Community Development	<input type="checkbox"/> City Dev. Eng.	<input type="checkbox"/> City Utility Eng.	<input type="checkbox"/> City Property Agent	<input type="checkbox"/> City Parks/Recreation	<input type="checkbox"/> City Fire Department	<input type="checkbox"/> City Attorney	<input type="checkbox"/> City Downtown Dev. Auth.	<input type="checkbox"/> County Planning	<input type="checkbox"/> County Bldg. Dept.	<input type="checkbox"/> Irrigation District	<input type="checkbox"/> Drainage District	<input type="checkbox"/> Water District	<input type="checkbox"/> Sewer District	<input type="checkbox"/> U.S. West	<input type="checkbox"/> Public Service	<input type="checkbox"/> GVRP	<input type="checkbox"/> CDOT	<input type="checkbox"/> Corps of Engineers	<input type="checkbox"/> Walker Field	<input checked="" type="checkbox"/> City Police Dept.	TOTAL REQ'D.
● Application Fee \$145	VII-1	1																					
● Submittal Checklist*	VII-3	1																					
● Review Agency Cover Sheet*	VII-3	1	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	1																					
● 11"x17" Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title (lease)	VII-2	1					1																
○ Appraisal of Raw Land	VII-1	1																					
○ Deeds	VII-1	1					1																
○ Easements	VII-2	1	1	1	1		1																
○ Avigation Easement	VII-1	1			1		1																
○ ROW	VII-3	1	1	1	1		1																
○ Improvements Agreement/Guarantee	VII-2	1	1	1	1		1																
○ CDOT Access Permit	VII-3	1	1	1																			
○ Industrial Pretreatment Sign-off	VII-4	1	1	1																			
● General Project Report	X-7	1	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	1																			
● Site Plan	IX-29	2	2	1	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	1
○ Grading and Drainage Plan	IX-16	1	2									1										1	
○ Storm Drainage Plan and Profile	IX-30	1	2									1					1	1	1				
○ Water and Sewer Plan and Profile	IX-34	1	2	1		1							1	1	1	1	1						
○ Roadway Plan and Profile	IX-28	1	2									1											
○ Road Cross-Sections	IX-27	1	2																				
○ Detail Sheet	IX-12	1	2																				
● Landscape Plan (on site plan)	IX-20	2	1	1																			
○ Geotechnical Report	X-8	1	1	1							1												
○ Final Drainage Report	X-5.6	1	2									1											
○ Stormwater Management Plan	X-14	1	2									1									1		
○ Phase I and II Environmental Report	X-10.11	1	1	1																			
○ Traffic Impact Study	X-15	1	2																		1		

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.

REVIEW COMMENTS

Page 1 of 2

FILE #88-94

TITLE HEADING: Site Plan Review - Sonic Dry
Clean

LOCATION: 2850 Chipeta

PETITIONER: Bob Zonts

PETITIONER'S ADDRESS/TELEPHONE: 2719 Carribean
Grand Junction, CO 81506
243-8645

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 ATTORNEY
Dan Wilson

5/9/94
244-1505

No comment.

CITY UTILITY ENGINEER
Bill Cheney

5/10/94
244-1590

No comment.

GRAND JUNCTION FIRE DEPARTMENT
George Bennett

5/9/94
244-1400

Submit a remodel plan for our review and approval to ensure that all code requirements are met.

GRAND JUNCTION POLICE DEPARTMENT
Dave Stassen

5/11/94
244-3587

No comments.

MESA COUNTY BUILDING DEPARTMENT
Bob Lee

5/16/94
244-1656

No comments.

CITY DEVELOPMENT ENGINEER
Jody Kliska

5/18/94
244-1591

No comment.

COMMUNITY DEVELOPMENT DEPARTMENT
Kristen Ashbeck

5/18/94
244-1437

No comment.

LEASE - BUSINESS PREMISES

Original
Do NOT Remove
From Office

Lease made May 1, 1994 between SCOTT HOWARD AND SEAN FOLEY whose address for the purposes of this agreement is C/O BILL WAGNER, 1015 N. 7TH STREET, GRAND JUNCTION, CO 81501; herein referred to as LESSOR, and MIKUEL ANN PARRISH, DBA CORNERSTONE ENTERPRISES, whose address for the purposes of this agreement is 2850 CHIPETA AVENUE UNIT D, GRAND JUNCTION, CO 81504; herein referred to as LESSEE.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1: Description of Premises.

Lessor leases to Lessee the premises located at 2850 CHIPETA AVENUE UNIT D, GRAND JUNCTION, CO 81504 and described more particularly as follows:

Lot 1 in Block 1, Replat of D&W Subdivision, consisting of 1,500 square feet more or less, Unit D of a commercial warehouse building.

SECTION 2: TERM.

The term of this lease is ONE YEAR, beginning on MAY 1ST, 1994 and terminating on APRIL 30, 1994.

SECTION 3: DEPOSIT.

A security deposit in the amount of \$500.00 (FIVE HUNDRED dollars) shall be deposited with the Lessor upon execution of this lease. If rent is not paid in full within ten days of due date, Lessor shall have the right to demand last month's rent as additional security deposit. All deposits shall be returned to Lessee within thirty (30) days of vacating the property, as long as the property is vacated in clean and undamaged condition, with all payments current, and all other terms of the lease fulfilled.

SECTION 4: RENT.

The total rent under this lease is SIX THOUSAND dollars (\$6,000.00). Lessee shall pay Lessor that amount in installments of FIVE HUNDRED dollars (\$500.00) each month, beginning on APRIL 1ST, 1994, with succeeding payments due on the FIRST day of each month thereafter during the term of the lease. In the event rent is not paid within five days after the due date, Lessee agrees to pay a late charge of \$5.00 per day plus interest at 18% per month on the delinquent amount. Lessee further agrees to pay \$50.00 for each dishonored bank check. The late charge period is NOT a grace period, and Lessor is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1.5% interest per month or the maximum rate allowed by law. A \$25.00 rent reduction may be taken for all rents received on or before the first day of the month.

The premises are to be used for the purpose(s) of LIGHT MANUFACTURING. Lessee shall restrict its use to such purposes, and shall not use or permit the use of premises for any other purpose without the written consent of Lessor, or Lessor's authorized agent.

SECTION 5: Restrictions on Use.

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises or result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

SECTION 6: Delay in Delivering Possession.

This lease shall not be rendered void or voidable by the inability of Lessor to deliver possession to Lessee on the date set forth in Section Two, and Lessor shall not be liable to Lessee for any loss or damage suffered by reason of such a delay. In the event of a delay in delivery of possession, the rent for the period of such delay will be deducted from the total rent due under the lease. No extension of the lease shall result from a delay in delivering possession.

SECTION 7: Utilities.

Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, water, sewer, trash and telephone service.

SECTION 8: Repairs, Maintenance or Alterations.

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessor may at any time give Lessee a written inventory of fixtures on the premises and Lessee shall be deemed to have possession of all said fixtures in good condition and repair, unless he objects thereto in writing within FIVE (5) days after receipt of such inventory. Lessee shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, furnishings and fixtures therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his negligence.

Lessee shall not make alterations to the premises without the prior written consent of the Lessor. Lessee shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds. Lessee shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

SECTION 9: Delivery, Acceptance and Surrender of Premises.

Lessor represents that the premises are in fit condition for use by Lessee and acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear and damage by act of God, including fires and storms. Before delivery, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

SECTION 10: Partial Destruction of Premises.

Partial destruction of the leased premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the terms of this lease, Lessor shall repair them when such repair can be made in conformity with the governmental laws and regulations, within **TEN (10)** days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to lessee within **THIRTY (30)** days after any partial destruction. Rent shall be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided for herein. If the repair cannot be made within **ONE HUNDRED TWENTY (120)** days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

SECTION 11: Entry on Premises by Lessor.

Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, to make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions or repairs, all without incurring liability to Lessee for disturbances of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION 12: Signs, Awnings & Marquees Installed by the Lessee.

Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the premises without the written consent of Lessor. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of Lessor, are offensive or otherwise objectionable. If the Lessee fails to remove such signs, displays, advertisements, or decorations within **FIVE (5)** days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them at the expense of Lessee.

SECTION 13: Business Sale Signs.

lessee shall not conduct "Quitting Business," "Lost our Lease," "Bankruptcy," or other sales of that nature on the premises without the written consent of Lessor. All signs placed on the property shall be, with approval of Lessor, installed at the expense of the Lessee.

SECTION 14: Nonliability of Lessor for Damages.

Lessor shall not be liable for liability of damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof, nor for any injury or damage to any property of Lessee from any causes; Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION 15: Liability Insurance.

Lessee shall procure and maintain in force at his expense during

the term of this lease and any extension thereof public liability insurance with insurers and through brokers approved by Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in an minimum amount of **ONE HUNDRED THOUSAND (\$100,000.00)** dollars for each person injured; **THREE HUNDRED THOUSAND (\$300,000.00)** dollars for any one accident; and **FIFTY THOUSAND (\$50,000.00)** dollars for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any of the losses. The policies of a Certificate of Coverage shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least **TEN (10)** days prior to cancellation or refusal to renew the policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, Lessor shall procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

SECTION 16: Assignment, Sublease or License.

Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. The consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the lease at the option of Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor.

SECTION 17: Breach.

The appointment of a receiver to take possession of the assets of the Lessee, a general assignment for the benefit of the creditor of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every item and condition of this lease shall constitute a breach of this lease. Lessee shall have **TEN (10)** days after receipt of notice, or if the correction cannot be made within the **TEN (10)** day period, Lessee shall have a reasonable time to correct the default if action is commenced by lessee within **TEN (10)** days after receipt of the notice.

SECTION 18: Remedies of Lessor for Breach by Lessee.

Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this lease agreement and fails to make corrections as set fourth in Section 17.

1. Lessor may re-enter the premises immediately and remove the property and personnel of the Lessee, store the property in a public warehouse or place selected by Lessor, at the expense of Lessee.
2. After re-entry, Lessor may terminate the lease on giving **TEN (10)** days written notice of termination to Lessee. Without such notice, re-entry will not terminate the lease. On termination, Lessor may recover from Lessee all damage(s) approximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.
3. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, at such rents

and on such terms as it may choose. Lessor may make alterations and repairs of the premises. The duties and liability of the parties if the premises are relet as provided herein shall be as follows:

a) In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be made liable of all expenses of the reletting for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

b) Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee's indebtedness to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after such reletting terminate the lease for the breach on which Lessor based the re-entry and relet the premises.

4. After re-entry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee, and if necessary, to collect the rents and profits the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures and furnishings and use them in the business without compensating lessee. Proceedings for appointment of a receiver by Lessor or the appointment of a receiver and the conducting of the business of Lessor by the receiver, shall not terminate or forfeit this lease unless Lessor has given written notice of termination to Lessee as provided herein.

SECTION 19: Attorney's Fees.

If Lessor files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition, Lessee shall pay Lessor reasonable attorney's fees for the services of Lessor's attorney in the action, all fees to be fixed by the court.

SECTION 20: Condemnation.

Eminent domain proceedings resulting in the condemnation of a part of the premises leases herein, but leaving the remaining premises usable by Lessee for the purpose of its business, will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the operation to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of Lessee. Lessee hereby assigns and transfers to Lessor any claim he may have to compensation or damages as a result of any condemnation.

SECTION 21: Taxes.

Lessee shall pay all taxes levied and assessed against Lessee's fixtures and equipment before the same become delinquent.

SECTION 22: Waivers.

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the facts or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION 23: Notice.

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail with postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION 24: Arbitration.

Disputes concerning this lease and its terms shall be settled by arbitration in accordance with the current rules of the American Arbitration Association, and judgement of the award rendered may be entered in any court having jurisdiction thereof.

SECTION 25: Total Agreement - Applicable to Successors.

This lease contains the entire agreement between the parties and cannot be changes or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION 26: Applicable Law.

This agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

SECTION 27: Time of the Essence.

Time is of the essence in all provisions of this lease.

SECTION 28: Pronouns, Singular and Plural.

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular, and words of one gender may be construed as denoting such other gender as is appropriate.

Jim Wagner
LESSOR: Scott Howard and Sean Foley
(by Bill Wagner, Agent)

5/2/94
DATE

LESSEE: Mikuel Ann Parrish

DATE

ADDENDUM A

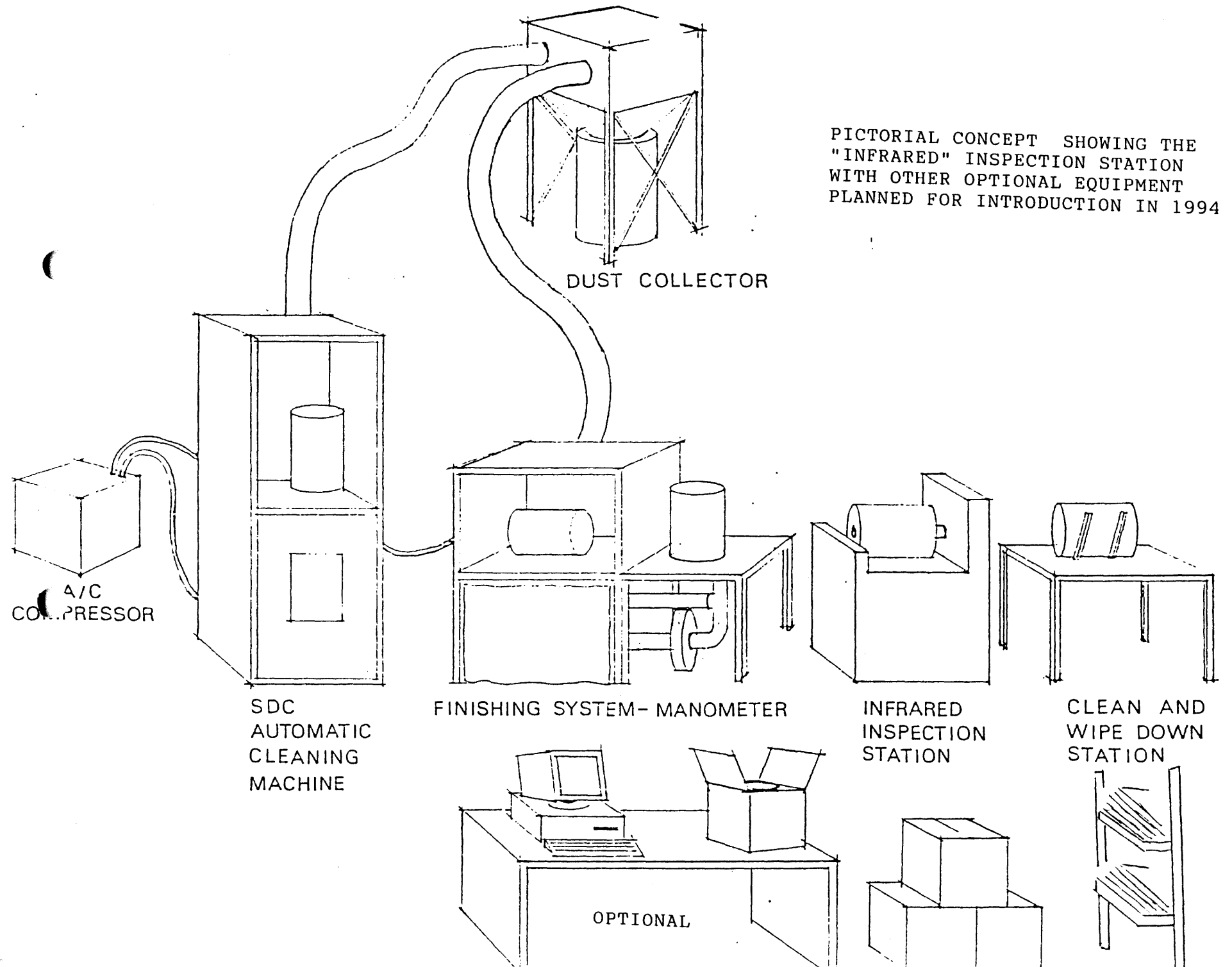
Tenant may install, at Tenant's sole expense, certain electrical upgrades to the existing electrical service to meet Tenant's requirements; provided, however, that 1) said improvements shall be left intact upon vacating the premises; 2) improvements shall be securely attached in a clean, neat and workmanlike manner, with a professionally installed appearance; and 3) said improvements shall not negatively affect the overall performance or specifications of the whole electrical system, or its use by other tenants.

Jim Wagner, as agent for
LESSOR: Scott Howard and Sean Foley

5-2-94
DATE

Mikuel Ann Parrish
LESSEE: Mikuel Ann ~~Parrish~~
PARRISH

May 1, 1994
DATE



PICTORIAL CONCEPT SHOWING THE
 "INFRARED" INSPECTION STATION
 WITH OTHER OPTIONAL EQUIPMENT
 PLANNED FOR INTRODUCTION IN 1994

2850 Rd - ASPHALT East

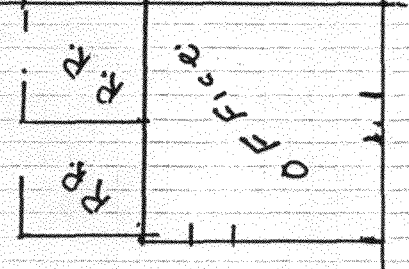
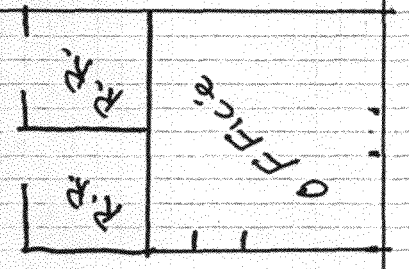
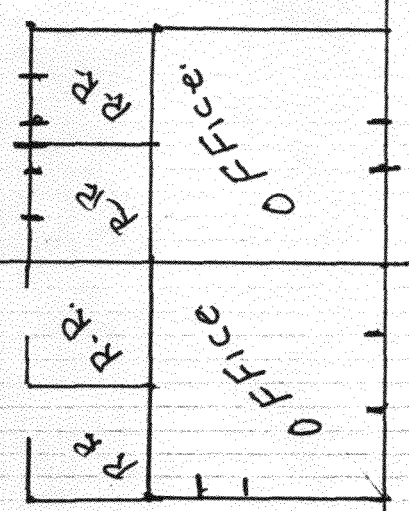
UNIT F
Ehries
Auto
Repair

UNIT B
A1
Carpet &
upholstery
cleaner.

UNIT C.
Grand
Insulation

UNIT D
Cornerstone
Enterprises

Original
Do NOT Remove
From Office
888



ASPHALT

ASPHALT

100'

25'

Parking
25' X 36'

12'

ASPHALT

12'

60'

36'

N.

S.