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File 1994-0093

Name: Top Dog Deli - Site Plan Review - 1203 Colorado Avenue

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
X		*Review Sheet Summary
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X		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
X	X	*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions

DOCUMENT DESCRIPTION:

X	X	Power of Attorney for ROW - 6/8/94 - to Mike Grizenko for retention		
X		Certificate of Occupancy - 7/20/95		
X		Treasurer's Receipt - 6/8/94		
X		Tax Notice - Mesa County Treasurer - 1994		
X	X	Correspondence		
X	X	Planning Clearance - issued 5/18/94 - **		
X	X	Improvements Agreement - not original - will be scanned with file		
X	X	Site Plan		

SUBMITTAL CHECKLIST

SITE PLAN REVIEW

Location: 1203 Colorado

Project Name: "TOPDOG" Deli

ITEMS		DISTRIBUTION																TOTAL REQ'D.					
DESCRIPTION	SSID REFERENCE	City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Engineer	City Fire Department	City Attorney	City Downtown Dev. Auth.	County Planning	County Bldg. Dept.	Irrigation District	Drainage District	Water District	Sewer District	U.S. West	Public Service		GVRP	CDOT	Corps of Engineers	Walker Field	
● Application Fee <u>18500</u>	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	VII-2			1		1																	
○ Appraisal of Raw Land	VII-1			1	1																		
○ Deeds	VII-1	1		1	1	1		1															
○ Easements	VII-2	1	1	1	1	1		1															
○ Avigation Easement	VII-1	1		1		1		1															
○ ROW	VII-3	1	1	1	1	1		1															
○ Improvements Agreement/Guarantee <i>maybe</i>	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	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																				
● 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	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	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	IX-20	2	1	1																			
○ Geotechnical Report	X-8	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																				
○ Traffic Impact Study	X-15	1	2															1					
● DRAINAGE FEE <u>\$95400</u>																							

WALKER

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: 3-16-94
Conference Attendance: William SWANN DAVE WORTON
Proposal: Del.
Location: 1203 Colorado

Tax Parcel Number: 2995-133-19-001

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

Additional ROW required? NA

Adjacent road improvements required? _____

Area identified as a need in the Master Plan of Parks and Recreation? NA

Parks and Open Space fees required? N/A Estimated Amount: _____

Recording fees required? maybe Estimated Amount: \$20 per page

Half street improvement fees required? _____ Estimated Amount: _____

Revocable Permit required? Yes

State Highway Access Permit required? _____

Applicable Plans, Policies and Guidelines 12th STREET Corridor

Located in identified floodplain? FIRM panel # NA

Located in other geohazard area? NA

Located in established Airport Zone? Clear Zone. Critical Zone. Area of Influence? NA

Avigation Easement required? NA

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

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.

James Layman Signature(s) of Petitioner(s) [Signature] Signature(s) of Representative(s)

GENERAL PROJECT REPORT
TOP DOG (HOT DOG STAND)
1203 Colorado Ave
Grand Junction, CO
81501

The site is .15 acres, at the corner of 12th and Colorado Ave. I propose a fast food take out Restaurant to serve the lunch needs of the people that and work in the area.

PROJECT COMPLIANCE, COMPATIBILITY, & IMPACT

I will need a variance for parking, as I show in the site plan. I plan five customer & three Employee parking spots. I will separate the two parking areas with signs DESIGNATING EMPLOYEE PARKING ONLY & NO PARKING. Most of my business from the neighborhood will be walk up.

The land use runs from Residential to a wide range of commercial use. Auto Repair, Residential Sales, Property Management and a radio station (KJOL). Site access will be off 12th Street with entrance into the parking lot from the alley. City Water is in the street on Colorado Ave. All other utilities are in the alley. The Hot Dog Stand should not add any extra stress to the utilities or to public facilities. I come to this conclusion due the fact, of the use of disposable paper products. The hours of operation will be 10:00am - 7:00pm, Monday thru Friday.

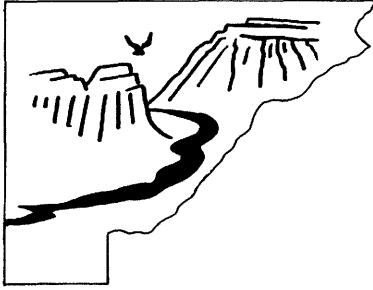
Landscaping of the property will be attractive and blend in with the neighborhood. Landscape plans are included with site plan. The plan for a sign is a roof type, with TOP DOG. And two neon open signs, one on each end. I plan to open on or around June 01, 1994.

Respectably Yours,

James Layman
245-5816

#93 94

Original
Do NOT Remove
From Office



Mesa County Health Department

515 Patterson Rd., Grand Junction, CO 81506
P.O. Box 20000, Grand Junction, CO 81502-5033

Administration	248-6900
Environmental Health	248-6960
Nursing	248-6950
Animal Control	242-4646
362 28 Rd.	

Original
Do NOT Remove
From Office

93 94

April 21, 1994

Jim Layman
Top Dog
1285 Walnut Avenue
Grand Junction, Colorado 81501

RE: Food Service Plan Review #8-94, Top Dog, 1203 Colorado Avenue,
Grand Junction, Colorado 81501

Dear Mr. Layman:

The Mesa County Health Department has reviewed the plans and specifications for the above referenced food service establishment. The plans and specifications were evaluated in conjunction with the Rules and Regulations Governing the Sanitation of Food Service Establishments in the State of Colorado.

Approval of the plans is granted subject to the following conditions which must be met prior to the issuance of a Certificate of Occupancy:

1. Customer restroom access must be provided without entering the food preparation, food storage, dishwashing, or utensil storage areas of the establishment.
2. Ceilings throughout must be finished in a light colored, smooth, non-porous, and easily cleanable surface.
3. The three-compartment sink must be indirectly drained into an approved and properly installed floor sink which is easily accessible for cleaning.
4. Adequate and approved storage for single service items, food, and utensils must be provided for proper operation of the facility.
5. All food service equipment must be National Sanitation Foundation (NSF) approved or of like or better commercial design.
6. Adequate, tempered make-up air must be provided to meet the requirements of the ventilation hood.
7. An approved cover shall be provided for the fryer and for the ice bin.
8. Assurance must be provided that adequate area, which is separate from food related activities, is designated for employee breaks and storage of personal belongings.

Mr. Layman
April 21, 1994
Page 2

9. An approved grease catch tray must be provided for the ventilation hood.
10. Mop sink faucet must be provided with a backflow prevention device if the faucet is threaded for hose attachment.
11. Adequate toxic storage separate from all food related storage and activities must be provided.
12. If a grease trap is required it must be installed flush with the floor and outside of the food preparation, storage, or dishwashing areas.

Should any alterations occur in the proposed plans, Health Department approval must be obtained prior to implementation.

Please arrange for a pre-opening inspection with this Department fourteen (14) days in advance of the proposed opening date. At that inspection, the application for a Food Service Establishment License will be issued.

If you have any questions concerning this matter, contact this office at 248-6970 or 248-6960 between 8:00 AM and 4:30 PM Monday through Friday.

Sincerely,

Caryn B. Romeo

Caryn B. Romeo
Sanitarian I

cc: Mesa County Building Department

#93 94
Original
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From Office

(TopDog.Rvw/cbr)

REVIEW COMMENTS

Page 1 of 2

FILE #93-94

TITLE HEADING: Site Plan Review - "Top Dog" Deli

LOCATION: 1203 Colorado Avenue

PETITIONER: Jim Layman

PETITIONER'S ADDRESS/TELEPHONE: 1285 Walnut Avenue
Grand Junction, CO 81501
245-5816

STAFF REPRESENTATIVE: Tom Dixon

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

5/24/94
244-1590

WATER - No comment.

SEWER

1. Connect to sewer in alley.
2. "Plant Investment Fee" based on number of employees, with a minimum of \$750 if less than 1 equivalent residential unit.
3. Contact the Industrial Pretreatment Coordinator for requirements pertaining to grease traps (244-1490).

CITY DEVELOPMENT ENGINEER
Jody Kliska

5/26/94
244-1591

1. Alley paving required - concrete recommended.
2. Handicap ramps required.
3. Sidewalks in poor shape - should replace.
4. Parking blocks.

COMMUNITY DEVELOPMENT DEPARTMENT
Tom Dixon

6/2/94
244-1447

See attached comments.

GRAND JUNCTION FIRE DEPARTMENT
George Bennett

5/24/94
244-1400

A Fire Department Clearance is required prior to any remodel/development of the property. Submit a set of building plans to include a site plan for our review and approval.

CITY PROPERTY AGENT
Tim Woodmansee

5/25/94
244-1565

1. Parking space P9 would partially be in the public right-of-way for both 12th Street and Colorado Avenue and would require a Revocable Permit.
2. The fence at the alley, near parking space P1, should not limit the sight distance for vehicles exiting the alley.

Top Dog
1703 Colo. Ave
G.J. Co. 81501

ANSWER TO REVIEW COMMENTS

A. City Utility Engineer
Bill Cheney

- ① The building is already hooked up to city sewer, no additional fee is required.
- ③ The industrial pretreatment coordinator has been contacted and a variance for no grease trap will be given.

B. City Development Engineer
Jody Kliska

The alley paving, handicap ramps, and parking blocks will be installed as required

C. Fire Department
George Bennett

Building floor plan, site plan have been sent, and a clearance has been issued.

Page 2

D. Community Development Department
Tom Dixon

- ④ Bicycle parking will be on the west side of the building in approved bike racks.
- ⑤ All signs will be illustrated and reviewed prior to installing.

Staff Recommendation

Bike parking, parking lot striping and parking blocks will be added.

If trees are planted in parking strip they will be watered and maintained.

STAFF REVIEW

FILE: #93-94

DATE: 5/23/94

REQUEST: Site Plan Review (and Administrative Variance)

LOCATION: 1203 Colorado Avenue

APPLICANT: James Layman

EXISTING LAND USE: Vacant residential structure

PROPOSED LAND USE: Eating Establishment, no seating

SURROUNDING LAND USE:

NORTH: Residential, Single-family (across Colorado Avenue)

SOUTH: Office

EAST: Office

WEST: Vacant (across 12th Street)

EXISTING ZONING: C-2

PROPOSED ZONING: C-2

SURROUNDING ZONING:

NORTH: RSF-8

SOUTH: C-2

EAST: B-1

WEST: RSF-64

RELATIONSHIP TO COMPREHENSIVE PLAN/POLICIES/GUIDELINES: Is site is within the 12th Street Corridor Guidelines district.

STAFF ANALYSIS:

1) The site has an existing one-story structure that apparently has been vacant for some time due to its state of disrepair. The structure is flanked by an asphalted parking area on both its north and south sides and these areas are connected by an asphalted drive between the structure and the east property line. Automobile and bicycle access to the site is proposed from an alleyway that connects onto 12th Avenue. Pedestrians can access the site from existing sidewalks along both 12th Street and Colorado Avenue.

There is existing landscaping on the site although some areas of the site contain weeds or lack vegetation completely. There is no landscaping nor any street trees in the planting strip between the sidewalk and 12th Street. A wooden fence partially encloses the site, the portion extending along the street side being about 3 feet high and the portion extending along the back (east) side being about 5 feet tall. The back fence extends only from the alley to a position just past the building on the Colorado Avenue side.

2) The site is addressed off of Colorado Avenue but actually fronts on 12th Street. For the purposes of calculating required landscaping, the frontage of 12th Street should be used. However, the site was recently asphalted. In addition, the existing structure that will house the use already encroaches into the front setback along 12th Street. Section 4-2-13 D allows landscaping to be located in areas other than the setback provided that the total amount of square footage is met. In this instance, 650 square feet would be required (130 ft. x 5 ft.). The total amount indicated on the submitted plan appears to satisfy this but will need to be confirmed with final review.

3) The proposed use, an eating establishment with no seating, is an allowed use in the C-2 zone. The applicant is proposing site modifications that will allow the use to function as a walk-up/take-out eatery.

4) The applicant has not indicated where bicycle parking will occur on the site. A minimum of three bicycle parking spaces are required, per Section 5-5-1 H1. These spaces are especially necessary in this situation where a variance is requested to reduce the minimum number of off-street automobile parking spaces from 10 to 8.

5) There are three signs proposed for this site, one a rooftop and two neon signs to be placed on each end of the building. The applicant has provided no illustrations of these signs other than to state that the rooftop sign will say "Top Dog". All signs will have to be reviewed prior to the issuance of sign permits.

6) The 12th Street Corridor Guidelines generally discourages alleyways for access to private parking lots except "when extenuating circumstances are shown to make this type of access more appropriate than other alternatives". In this instance, the site is most conducive to one-way circulation with ingress from Colorado Avenue and egress from the alleyway onto 12th Street. However, the City Engineer will allow a single access to the site due to the low volume of traffic this use is anticipated to generate.

STAFF RECOMMENDATION:

A) A modified development plan shall be submitted and shall contain the following:

- 1) The location of a bicycle parking frame for at least three bicycle parking spaces. The frame shall be either a metal "humpback" rack or a comparable design which is capable of securing a bicycle frame and shall be located on the site between the building and the sidewalk.

- 2) The parking lot shall be striped and parking blocks located at the end of each stall to protect the perimeter landscaping.
- 3) The landscaping along the east property line shall be extended the entire length of the site from the alleyway to the sidewalk along Colorado Street. The portion of the landscaping between the existing fence and the sidewalk along Colorado Street shall be provided with a 4-foot high, continuous vegetative screen.
- 4) Elevation plans of building, landscaping, screening and signs shall be reviewed and approved prior to planning clearance.
- 5) A drip irrigation system should be installed in the parking strips in order for street trees to be placed along the frontages of both 12th Street and Colorado Avenue. If this is not feasible, the area should at least be seeded with grass so that a lawn area can be established.
- 6) A curb-cut from Colorado Street should be installed to provide better access to the site.

IMPROVEMENTS AGREEMENT
(Site Plan)

1. **Parties:** The parties to this Improvements Agreement ("the Agreement") are JAMES LAYMAN, ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").
2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded.

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

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 hereinafter known as "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 Code.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those improvements listed on Exhibit B attached hereto and incorporated herein 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 ~~\$150.00~~ 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 acceptable to the City to post a good and sufficient letter of credit, or deposit with the City cash equivalent to the estimated cost of construction of the improvements or provide a bank disbursement agreement acceptable to the City.

5. **Standards:** The Developer will construct the Improvements according to the standards and specifications required by the City Engineer or as otherwise 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 6 months 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 Developer will be the reasonable cost of satisfactorily completing the 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 nor the amount of a letter of credit, the 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 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 liability 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. The Developer is not an agent or employee of the City for any purpose whatsoever.

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 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 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:

JAMES LAYMAN
1285 WAGNUT AVE.
GRD. Jct. Co. 81501

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 action commenced by either party to this Agreement, whether arising out of, or relating to the Agreement, letter of credit, disbursement agreement or cash deposit 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 the form of a (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. Exhibit C attached hereto and incorporated herein by this reference as if fully set forth is the accepted form of guarantee.

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.

29. 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 improvement(s) shall have been accepted by the City.

Prior to requesting final acceptance of streets, storm drainage facilities or other required public improvement(s), 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.

30. 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 flow without on-street parking.

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

City of Grand Junction

By: David A. Varley
Mark K. Achen
Asst. City Manager

Attest:



Stephanie Nye

Stephanie Nye, City Clerk

Developer

By:

James Layman

President

JAMES LAYMAN

1285 WALNUT AVE. G.J. 81501

Attest: WITNESS

Stephanie Nye, City Clerk

~~Secretary~~

Exhibit A

IMPROVEMENTS LIST/DETAIL

DATE: _____
 NAME OF DEVELOPMENT: _____
 LOCATION: _____
 PRINTED NAME OF PERSON PREPARING: _____

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
<u>I. SANITARY SEWER</u>				
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	_____	_____	_____	_____
<u>II. DOMESTIC WATER</u>				
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	_____	_____	_____	_____
<u>III. STREETS</u>				
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) HANDYCAP RAMP	_____	2	600 ⁰⁰	1200 ⁰⁰
9. Driveway sections (square yard)	_____	_____	_____	_____
10. Crosspans & fillets	_____	_____	_____	_____
11. Retaining walls/structures	_____	_____	_____	_____
12. Storm drainage system	_____	_____	_____	_____

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

This memorandum relates to an improvements agreement and guarantee dated June 8 1994, by and between JAMES LAYMAN (Developer) and the City of Grand Junction (City) pertaining to TOP DOG (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 \$ 1200~~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:

Jerry Tu 6/8/94
Director of Community Development date

DEVELOPER:

James Layman 6-8-94
date

After recording mail to:

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

- 13. Signs and other traffic control devices _____
- 14. Construction staking _____
- 15. Dust control _____
- 16. Street lights (each) _____

IV. LANDSCAPING

- 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: \$ 1200⁰⁰

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

6-8-94
DATE

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.

J. Don Hewster
 CITY ENGINEER

Larry Turner
 COMMUNITY DEVELOPMENT

6-8-94
DATE

6/8/94
DATE

COLORADO AVE.

SITE PLAN FOR
TOP DOG
1203 COLORADO AVE.
Jim Layman
245-5816

GRADING - DRAINAGE

SIDEWALK

1" = 10'

- P = PARKING
- T = TREES
- L = LILAC
- OX = OTHER Bushs and Shrubs
- ↓ = DRAINAGE ARROWS

193 94

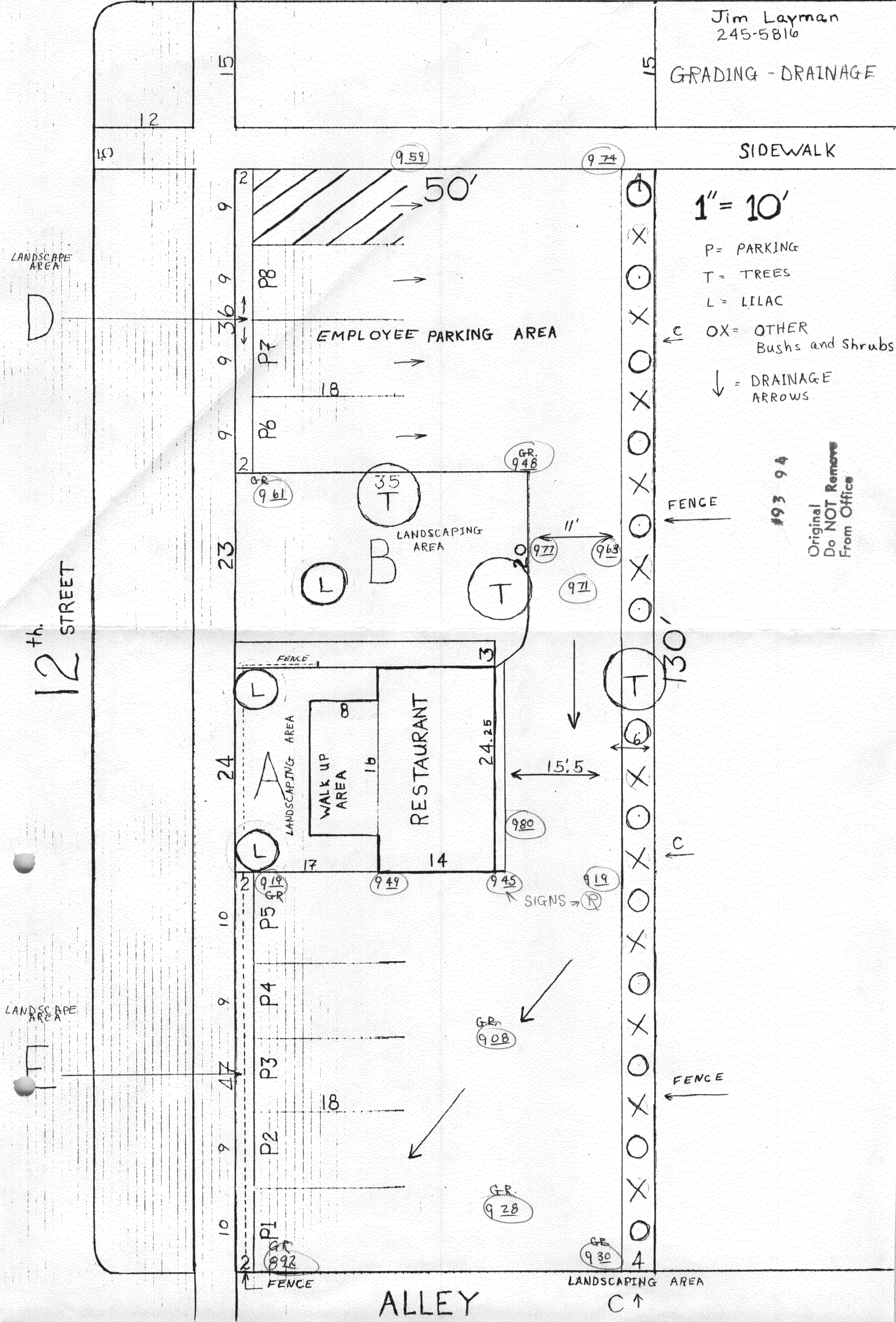
Original
Do NOT Remove
From Office

LANDSCAPE AREA



12th STREET

LANDSCAPE AREA



ALLEY

LANDSCAPING AREA

C ↑

Jim Layman
245-5816

HC RAMP

SIDEWALK

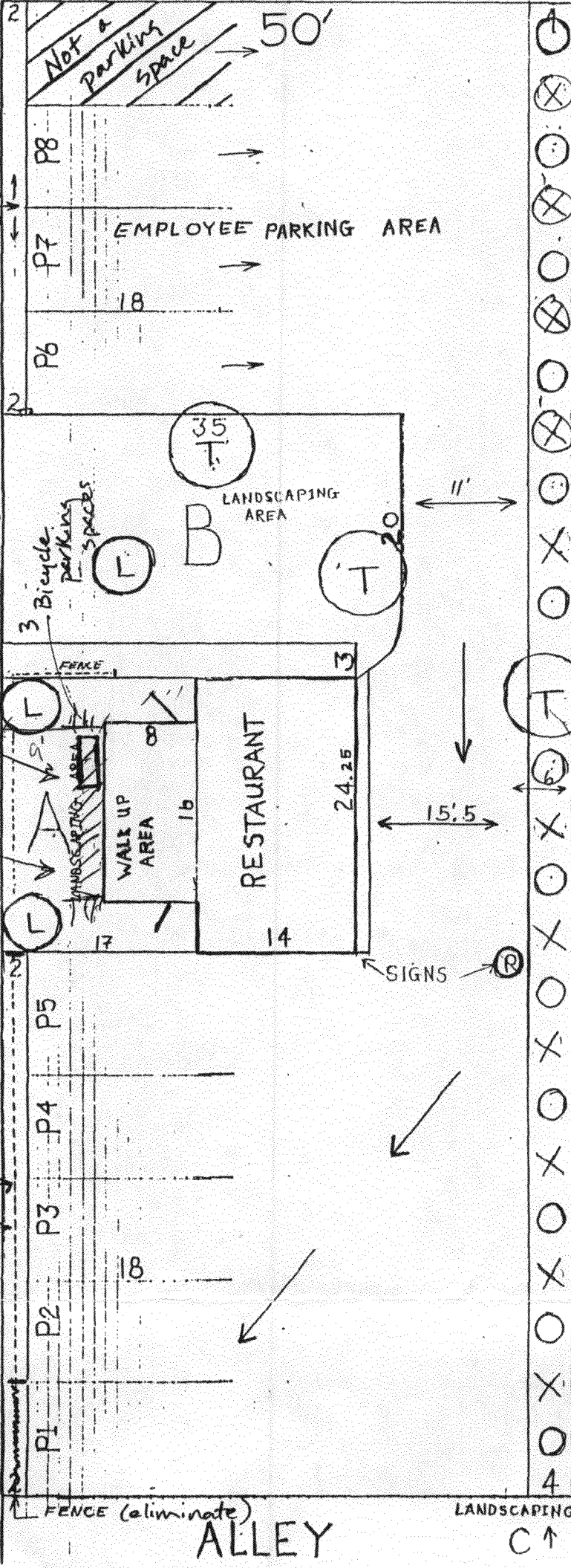
LANDSCAPE AREA



12th STREET

BIKE RACK

fence



1" = 10'

- P = PARKING
- T = TREES
- L = LILAC
- OX = OTHER Bushes and shrub
- ↓ = DRAINAGE ARROWS

OX - redwood, dogwood

FENCE

ACCEPTED
 ALL 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.

TD 6-9-94

SIGNS

FENCE

FENCE (eliminate)

ALLEY

LANDSCAPING AREA

C ↑

COLORADO AVE.

TOP DOG
1203 COLORADO AVE.

Jim Layman
245-5816

LANDSCAPING

SIDEWALK

1" = 10'

P = PARKING

T = TREES

L = LILAC

OX = OTHER
Bushes and Shrubs

↓ = DRAINAGE
ARROWS

#93 94

Original
Do NOT Remove
From Office

FENCE

LANDSCAPING

A	280
B	805
C	568
D	72
E	94
<hr/>	
TOTAL Sq. Ft.	1819

TOTAL Sq. Ft.
1819

LANDSCAPE AREA



72'

50'

EMPLOYEE PARKING AREA

18

805'

LANDSCAPING AREA

12th STREET

23

FENCE

RESTAURANT

WALK UP AREA

280'

24

LANDSCAPING AREA

8

16

24.25

15.5

SIGNS

P

130'

C

568'

LANDSCAPE AREA



94'

10

9

9

47

9

9

10

2

P5

P4

P3

P2

P1

18

2

2

2

2

2

2

2

2

2

FENCE

LANDSCAPING AREA

ALLEY

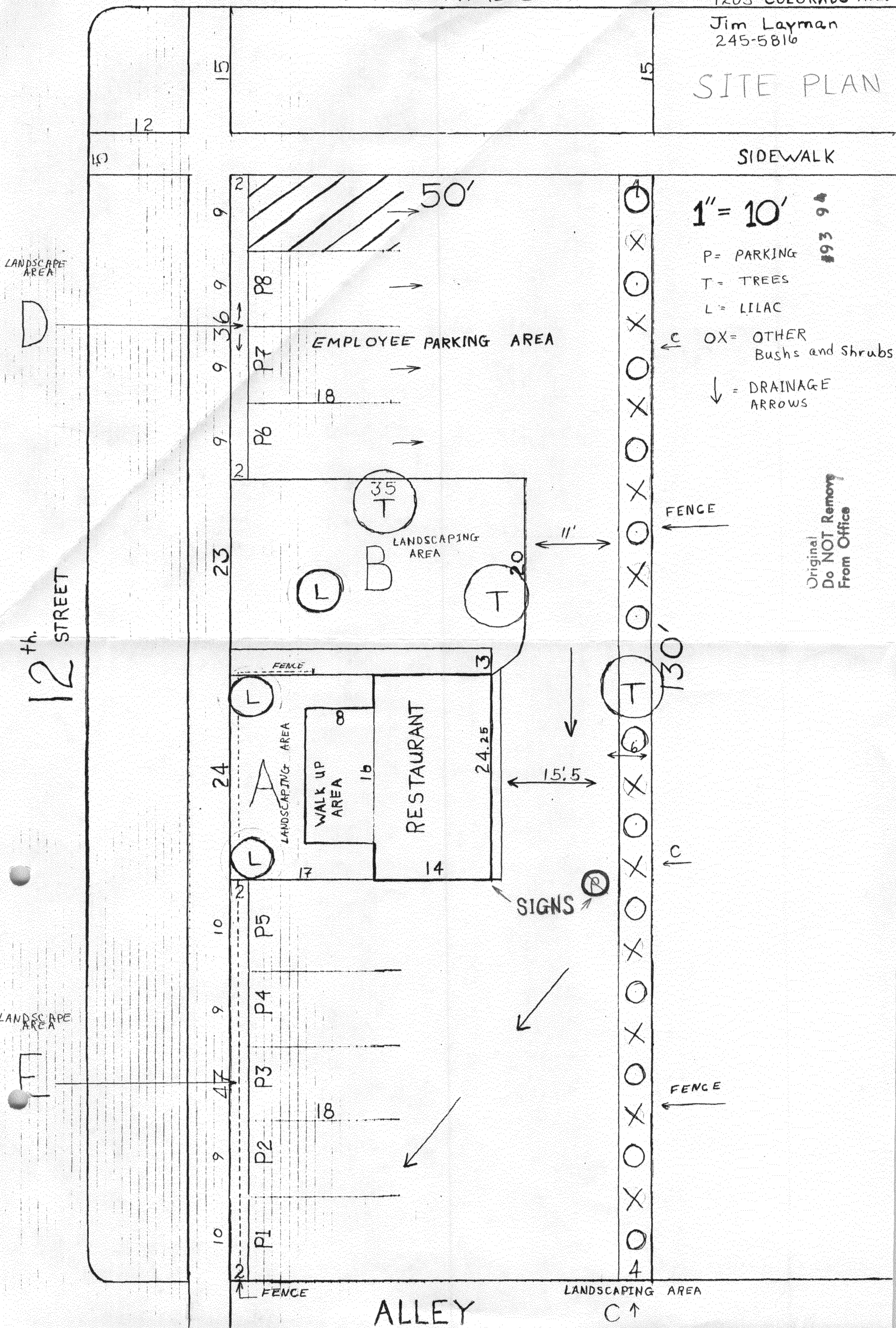
C

COLORADO AVE.

SITE PLAN FOR
TOPDOG
1203 COLORADO AVE.

Jim Layman
245-5816

SITE PLAN



1" = 10'

- P = PARKING
- T = TREES
- L = LILAC
- OX = OTHER Bushes and Shrubs
- ↓ = DRAINAGE ARROWS

Original
Do NOT Remove
From Office

12th STREET

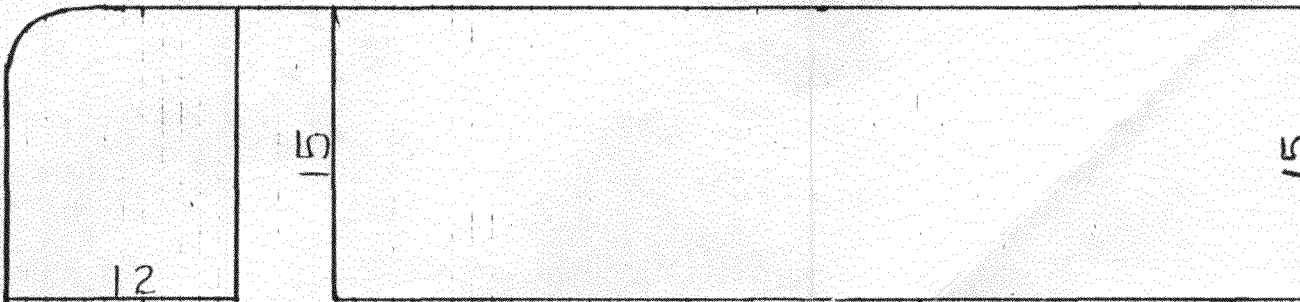
ALLEY

COLORADO AVE.

SITE PLAN FOR
TOP DOG
1203 COLORADO AVE.

Jim Layman
245-5816

LANDSCAPING #93 94



SIDEWALK

1" = 10'

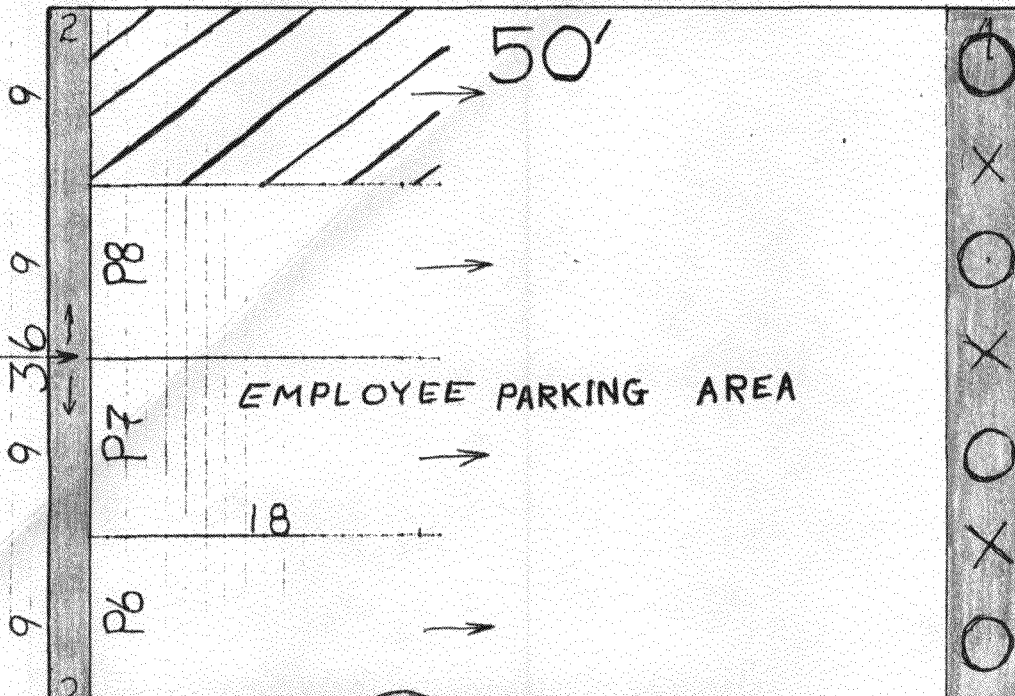
- P = PARKING
- T = TREES
- L = LILAC
- OX = OTHER Bushs and Shrubs
- ↓ = DRAINAGE ARROWS

Original Do NOT Remove From Office

LANDSCAPE AREA

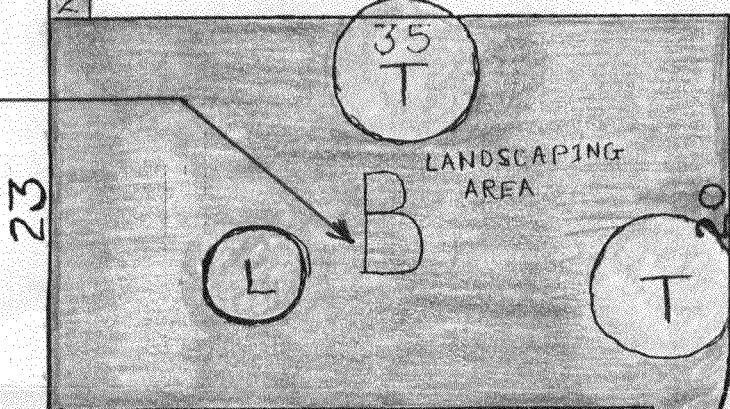


72'



EMPLOYEE PARKING AREA

805'



LANDSCAPING AREA

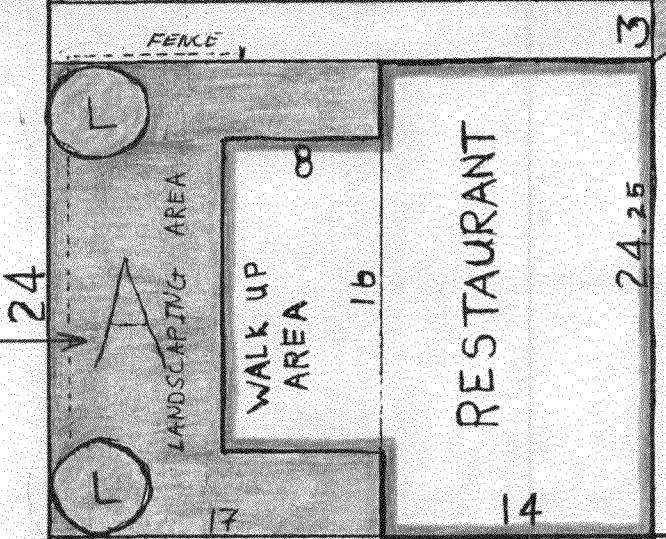
FENCE

LANDSCAPING

A	280
B	805
C	568
D	72
E	94
TOTAL Sq.Ft.	1819

12th STREET

280'



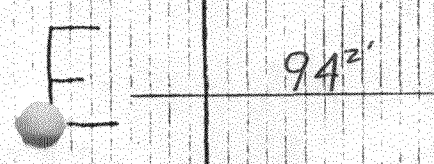
RESTAURANT

130'

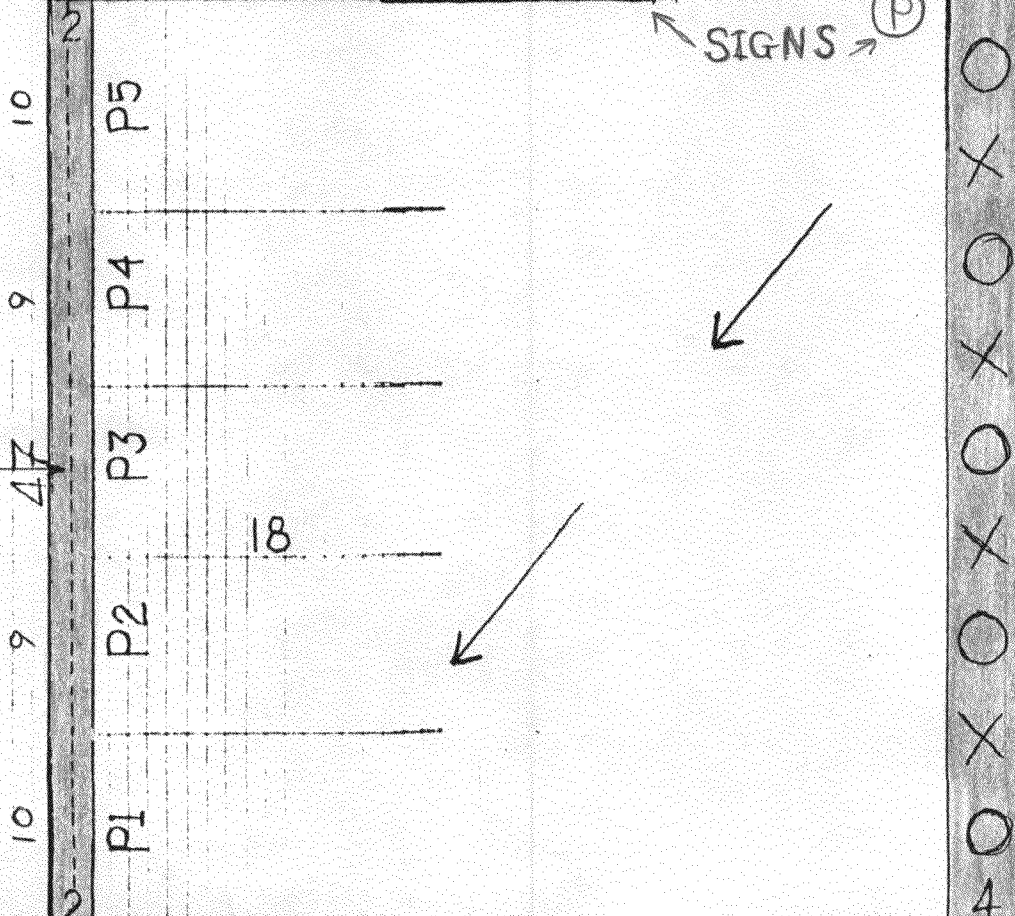
SIGNS

568'

LANDSCAPE AREA



94'



ALLEY

LANDSCAPING AREA

C ↑

CERTIFICATE OF OCCUPANCY

BUILDING DEPARTMENT
CITY OF GRAND JUNCTION
(OR MESA COUNTY)

PERMIT # 49149

DATE July 20, 1995

PERMISSION IS HEREBY GRANTED TO Jim Layman TO OCCUPY THE

BUILDING SITUATED AT 1203 Colorado

LOT _____ BLOCK _____ FILING _____ SUBDIVISION _____

TAX SCHEDULE NUMBER _____

FOR THE FOLLOWING PURPOSE: Remodel for Hotdog stand

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

INSPECTOR Dan Davis
City Planner Michelle Pelletier