

SUBMITTAL CHECKLIST

SITE PLAN REVIEW

Location: 2400 E. Main

Project Name: Discount Auto Sales

ITEMS	DISTRIBUTION																						
DESCRIPTION	SSID REFERENCE	City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	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	City Police Dept.	
● Application Fee \$100	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
● Improvement Guarantees - Planning Div.	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	1
● Evidence of Title <u>Lease</u>	VII-2	1				1																	
○ Appraisal of Raw Land	VII-1	1				1																	
○ Deeds	VII-1	1				1																	
○ Easements	VII-2	1	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	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																			
○ 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											
○ 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	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					

- 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.

REPORT CHECKLIST AND OUTLINE

GENERAL PROJECT REPORT

CHECKLIST	OK	NA
Typed text		
Size: 8½ x 11" format		
Bound: If more than 1 page, use a staple.		
Name of report on a title page or on the first page of text		

OUTLINE

- A. Project Description
 - 1. Location
 - 2. Acreage
 - 3. Proposed use *Used Car dealership*
- B. Public Benefit
- C. Project Compliance, Compatibility, and Impact
 - 1. Adopted plans and/or policies (for rezones, variances, conditional and special use, revocable permits, and vacations, discuss the circumstances that justify the request, as required by the Zoning and Development Code)
 - 2. Land use in the surrounding area *industrial*
 - 3. Site access and traffic patterns
 - 4. Availability of utilities, including proximity of fire hydrants
 - 5. Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.)
 - 6. Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.)
 - 7. Site soils and geology (such as per SCS soils mapping)
 - 8. Impact of project on site geology and geological hazards, if any
 - 9. Hours of operation *8-6 Mon-Fri 9-5 Sat.*
 - 10. Signage plans
- D. Development Schedule and Phasing

employees - 3

180 94

**Original
Do NOT Remove
From Office**

COMMENTS

1. This report should only provide general information, and should not be more than 2 pages long.

REVIEW COMMENTS

Page 1 of 2

FILE # 180-94

TITLE HEADING: Site Plan Review - Discount
Auto Sales

LOCATION: 2400 East Main

PETITIONER: Discount Auto Sales

PETITIONER'S ADDRESS/TELEPHONE: 2400 E Main
Grand Junction, CO 81501

PETITIONER'S REPRESENTATIVE: Arthur Pastel - 245-7791

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.

GRAND JUNCTION FIRE DEPARTMENT
Hank Masterson

11/2/94
244-1414

The Fire Department has no requirements since the original use of the building was a new car dealership, followed by a plumbing distributor. Mr. Pastel does not plan to make any changes in the building.

MESA COUNTY BUILDING DEPARTMENT
Bob Lee

11/2/94
244-1656

This is a change in use per the Building Code and therefore must be made to comply to the Uniform Building Code. A one (1) hour firewall is required between the garage area and the business office. Use of the garage area is restricted to detailing and the exchange of parts. A fire sprinkler system is required for other uses. Owner needs to obtain a building permit for the change in use and have the building inspected by our department. Other changes to the building may be necessary as determined by the inspector.

CITY UTILITY ENGINEER
Bill Cheney

11/4/94
244-1590

WATER - water is available in the frontage road south of the lot.
SEWER - sewer is available in 24th Court but not for the entire length.

CITY DEVELOPMENT ENGINEER

11/9/94

Jody Kliska

244-1591

Curb, gutter and sidewalk is required along frontage road. Installation of these improvements offset the TCP requirement. An Improvements Agreement is required.

COMMUNITY DEVELOPMENT DEPARTMENT

11/15/94

Kristen Ashbeck

244-1437

1. Parking requirement for use is based on vehicle display area - please show on plan which spaces are for display and which are for customer and employee parking.
2. Landscaping will be required for display area.
3. A sign permit is required for the new sign. The permit must be obtained from the Community Development Department by a licensed sign contractor; \$100 penalty fee may be assessed for a sign installed without a permit.

SUBLEASE AGREEMENT

180 94

THIS AGREEMENT OF SUBLEASE, made this first day of October, 1994 by and between HAJOCA CORPORATION, a Maine Corporation ("Sublessor") and Discount Auto Sales.

WITNESSETH

WHEREAS, Sublessor is the Lessee of certain premises located at 2400 Main, Grand Junction, Colorado (the "Demised Premises") pursuant to and described in a certain Lease Agreement (the "Lease" or "Prime Lease"), which Lease currently expires on March 31, 1996 of which is attached as Exhibit A hereto; and

WHEREAS, Sublessee desires to let the Demised Premises and Sublessor desires to let said Premises to Sublessee;

NOT THEREFOR, THIS AGREEMENT WITNESSETH that for and in consideration of the covenants and agreements set forth herein, Sublessor hereby demises and sublets unto Sublessee the Premises described above.

1. COMMENCEMENT AND TERM: This Sublease shall commence on the earlier of the date of occupancy or October 1, 1994 and expire March 31, 1996.

2. RENT: Sublessee agrees to pay to Sublessor at Sublessor's address appearing herein, or at such other place designated by Sublessor by written notice to Sublessee, rent for the premises at the annual rate of Thirty Thousand Dollars (\$30,000.00) payable in equal monthly installments of Twenty Five Hundred Dollars (\$2,500.00) in advance of the first day of each calendar month of the term hereof, and in the event the term commences or the date of expiration of this Sublease occurs other than on the first day or the last day of a calendar month, the rent for such month shall be prorated. Sublessor shall receive the rent free and clear of any prorated portion of any and all impositions, taxes, liens, charges or expenses of any nature or kind whatsoever in connection with the ownership or operation of the Premises, attributable to Sublessee as more specifically set forth in the Sublease.

Rent for the first month shall be \$2,500.00 less any good faith deposits made by Sublessee.

3. ALTERATION, RENOVATIONS AND IMPROVEMENTS: Sublessee shall not make any alterations to the premises, or any part thereof, without prior written approval of the Sublessor. Sublessee agrees that all such work shall be done in a good and workmanlike manner, that the structural integrity of the building shall not be impaired and that no liens shall attach to the premises by reason thereof. Sublessee agrees to obtain, at its own expense, all permits required for such alterations.

4. MAINTENANCE: At the termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in as good condition and repair as it is in at the time of commencement of the term hereof, subject only to the consequences and effects of obsolescence and reasonable wear and tear. Sublessee however, shall be under no obligation to repair or restore any portion of the Premises which may be damaged or destroyed by reason of an earthquake, the elements, acts of God or war, or as a result of the taking of any portion of the Premises by condemnation. If requested by Sublessor, Sublessee shall remove, and bear the cost of removal, of any improvements made to the premises by the Sublessee.

5. PERMITTED USES AND PROHIBITED ACTIONS: Sublessee may use the Premises for any lawful uses. Sublessee agrees not to use or suffer or permit the Premises or any part thereof, to be used for any purpose or use in violation of any laws or ordinances, or of the regulations of any governmental authority, or in any manner that will constitute a nuisance, or for any extra-hazardous purpose; or in any manner that will violate any policy or policies of insurance, or suspend, void or make inoperative any fire, loss of rental income or other insurance at any time carried on the Premises. Sublease further covenants and agrees not to suffer or permit the Premises, or any part thereof, to be used in any manner that will injure or impair its structural strength, and not to suffer or permit to be installed in the Demised Premises any machinery or apparatus the weight or vibration of which shall tend to injure or impair its structural strength.

6. ENVIRONMENTAL INDEMNITY: During the term of this lease, the Sublessee shall, at its sole cost and expense, comply with all applicable laws and regulations to environmental hazardous substance and occupational safety matters and Sublessee, at its sole cost and expense, shall indemnify, defend and hold Sublessor harmless with respect to any alleged violation of any such laws or regulations; provided, however, that Sublessee shall not be obligated to replace any equipment or facilities or take other remedial action unless the condition resulting in the violation requiring such replacement was caused by Sublessee.

7. CASUALTIES AND CONDEMNATION:

(a) Should the Premises be damaged by casualty insured against, all rent paid in advance shall be apportioned as of the date of such casualty, and the rent thereafter accruing shall be equitably and proportionately prorated and adjusted according to the nature, extent and duration of the Premises for the use and occupancy of Sublessee in the conduct of its business until the Premises shall have been rebuilt or restored by the Prime Lessor. If Prime Lessor cannot rebuild or restore the Premises to the condition in which they were immediately prior to such destruction or damage within a period of 90 days after such damage or destruction, without regard to the reason therefor, then Sublessee may terminate the Sublease by giving notice to Sublessor and Prime Lessor of its intention to do so.

(b) If the Premises, or any part thereof, shall be taken by condemnation, then just proration of the rent according to the nature and extent of the taking, appropriation, and/or the injuries sustained by the Premises, including the portion required by Prime Lessor to make restoration or repairs necessitated by the taking, shall be abated from the time of such taking, appropriation, or injury. Whether the condemnation is partial or total, and whether or not this Sublease is thereby terminated or the Premise restored, Sublessee shall not participate in any respect in any part of the condemnation award that may be made.

8. DEFAULT BY SUBLESSOR; RIGHT TO CURE: In the event that Sublessor is in default under the Prime Lease, Prime Lessor agrees to notify Sublessee of such default by copy of Prime Lessor's notice to Sublessor required under Paragraph 18 of the Lease. Sublessee shall have an additional seven days after expiration of any cure period applicable to an event of default and shall give Sublessor notice of the actions undertaken to cure a default by Sublessor under the Lease, Sublessor shall have seven days within which to make restitution to Sublessee. If an event of default should go uncured by both Sublessor and Sublessee, and Prime Lessor terminates Sublessor's right to possession of the Demised Premises, Prime Lessor may terminate Sublessee's right to possession of the Premises in accordance with the general provisions of the lease.

9. DEFAULT BY SUBLESSEE: The events of "Default by Lessee" specified in Paragraph 18 of the Prime Lease shall apply to Sublessee, and Sublessor shall be allowed the same remedies afforded to Lessor thereunder.

10. ASSIGNMENT AND SUBLETTING: Sublessee shall not assign this lease other than as a result of a corporate consolidation or merger.

11. QUIET ENJOYMENT: In the event that, and as long as Sublessee faithfully fulfills its obligations hereunder, Sublessee shall peaceably and quietly have, hold and enjoy the Premises during the term hereof.

12. MISCELLANEOUS: This agreement shall be construed and governed by the laws of the State of Colorado, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. CONFLICTS WITH PRIME LEASE: In addition to the terms and conditions of this Sublease, Sublessee agrees to comply with the terms and conditions of the Prime Lease including Sections 9, 16, and 22. In the event of conflict between the terms of the Prime Lease and Sublease, the conditions in the Prime Lease shall prevail, except for Section 30, ITEM 14., IN WHICH CASE, DISCOUNT ACITO ASSUMES THE OBLIGATION OF THE ONE YEAR OPTION PERIOD RELEASING THE SUB-LESSOR FROM ANY CONTINGENT OBLIGATION UNDER THE PRIME LEASE.

14. NOTICES: All notices to be given or served hereunder pursuant to the terms of this lease or any provisions of the law, shall be personally delivered or sent by registered or certified mail and shall be deemed to have been given upon such delivery or on the second business day after such mailing,

to Sublessor at: Hajoca Corporation
127 Coulter Avenue
Ardmore, PA 19003
Attention: Vice President

to Sublessee at: Discount Auto Sales

Attention: President; and/or to such other address as the parties to be notified may from time to time designate in writing by like notice to other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the day and year first above written.

SUBLESSOR:
HAJOCA CORPORATION

By: 

Title: Sales manager

SUBLESSEE:
DISCOUNT AUTO SALES

By: 

Title: Pres

N 89° 48' 00" E

6' CHAIN LINK

263.00

159.60

10' UTILITY ESMT.

103

ASPHALT PAVING

TRACT A

CONCRETE PADS

44.74

70.0

44.86

180 94

Original
Do NOT Remove
from Office

30'

330.00

METAL BLDG.

281.39

● LIGHT POL

OVERHEAD DOORS

N 00° 08' 00" W

44.73

50

50

44.86

N 00° 08' 00" W

ASPHALT PAVI

SIGN POST

DRIVEWAY

PARKING

10' x 20'

59.1

SIGN POST

LIGHT POLE

UTILITY ESMT
EOP

275.02

WATER MET

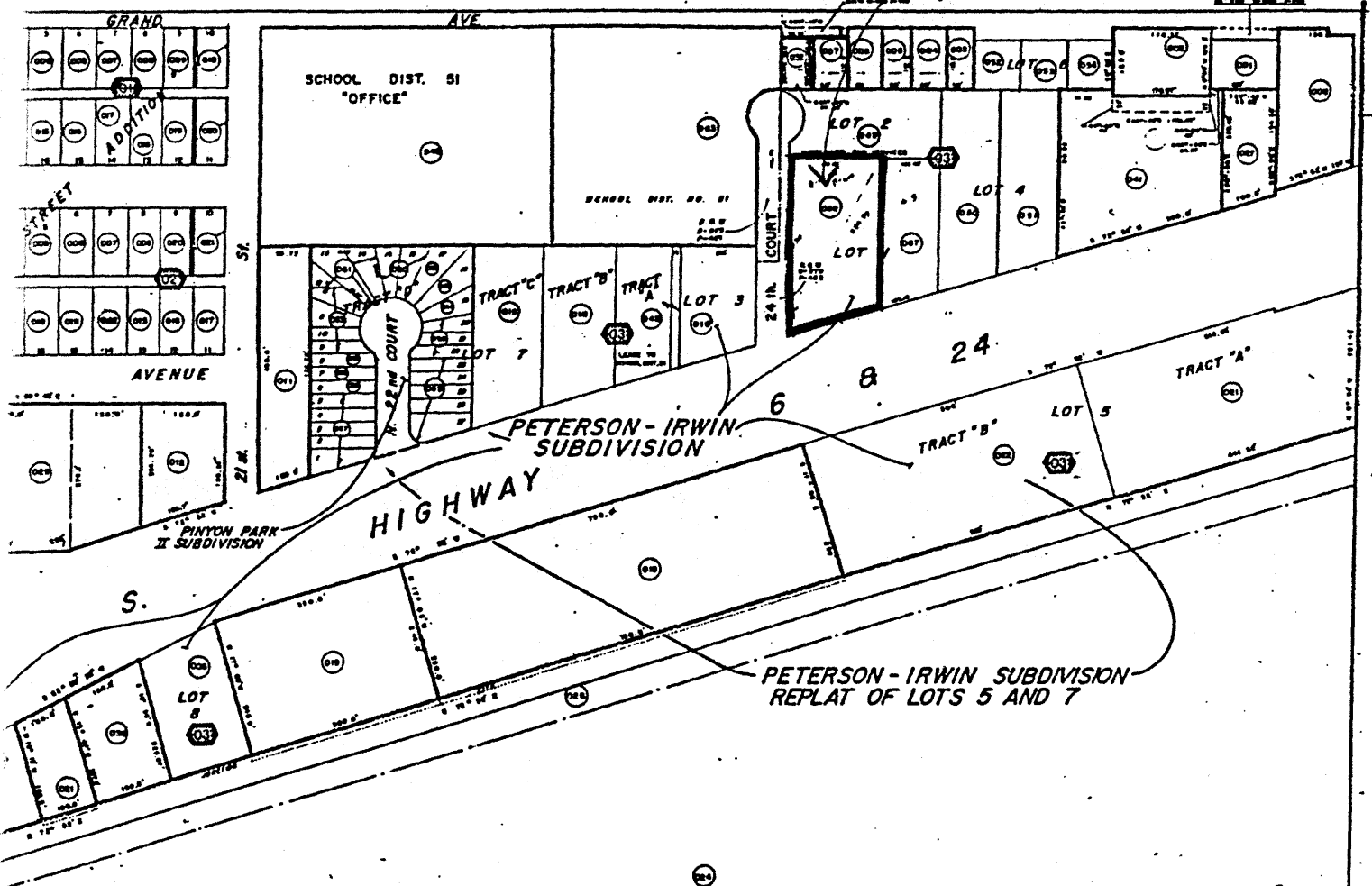
ASPHALT DRIVEWAY

166.89

N 72° 52' 00" E

Address
T.I.S. R.I.W.
2945131

SITE



D. 8 R. G. W. R. R.

(HUMP YARD)

180 94
Original
Do NOT Remove
From Office

Address
T.I.S. R.I.W.
294524

T.I.S. R.I.W.
2945134
03-066

Address
T.I.S.
2943