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File 1994-0188

Name: Commercial Care of America-2825 Patterson Road – Planned Development Review

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.</p> <p>Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page. Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file.</p>
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DOCUMENT DESCRIPTION:

X	X	City Council Minutes – 8/16/94 - **		
X	X	Correspondence		
X	X	E-mails		
X	X	Posting of Public Notice Signs – 12/16/94		
X	X	Resolution No. 75-95 – Revocable Permit with Reso. - **		
X	X	Agreement – Bk 2189 / Pg 428 - **		
X	X	Sign Permit – issued 6/11/01 - **		
X	X	Special Warranty Deed – Bk 2037 / Pg 819		
X		Elevation Maps		
X		As-Builts		
X	X	Site Plan		
X		Planning Commission Notice of Public Hearing mail-out-sent 11/28/94		



DEVELOPMENT APPLICATION
 Community Development Department
 250 North 5th Street Grand Junction, CO 81501
 (303) 244-1430

Receipt 1741
 Date 11-2-94
 Rec'd By NSD
 File No. 188 94

**Do NOT Remove
 From Office**

We, the undersigned, being the owners of property situated in Mesa County,
 State of Colorado, as described herein do hereby petition this:

PETITION	PHASE	SIZE	LOCATION	ZONE	LAND USE
<input type="checkbox"/> Subdivision Plat/Plan	<input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Resub				
<input type="checkbox"/> Rezone				From: To:	
<input checked="" type="checkbox"/> Planned Development	<input type="checkbox"/> ODP <input type="checkbox"/> Prelim <input checked="" type="checkbox"/> Final	2.09 acres	2825 Patterson Rd.	PR8	Nusing Home
<input type="checkbox"/> Conditional Use					
<input type="checkbox"/> Zone of Annex					
<input type="checkbox"/> Text Amendment					
<input type="checkbox"/> Special Use					
<input type="checkbox"/> Vacation					<input type="checkbox"/> Right-of-Way <input type="checkbox"/> Easement

<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> DEVELOPER	<input type="checkbox"/> REPRESENTATIVE
Community Care of America	Community Care of America	Gregory S. Robson - Architecture & Planning
Name 4 Hillside Circle	Name 4 Hillside Circle	Name 2721 N. 12th Street, #26
Address Honey Brook, PA 19344	Address Honey Brook, PA 19344	Address Grand Junction, CO 81506
City/State/Zip (610) 942-4175	City/State/Zip (610) 942-4175	City/State/Zip (303) 245-0294
Business Phone No.	Business Phone No.	Business Phone No.

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all hearings. In the event that the petitioner is not represented, the item will be dropped from the agenda, and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Gregory S. Robson
 Signature of Person Completing Application Date 11/1/94

Bob Champion - Project Manager, Community Care of America
Robert W. Champion
 Signature of Property Owner(s) Attach Additional Sheets if Necessary

SUBMITTAL CHECKLIST

PLANNED DEVELOPMENT REVIEW

Location: 2825 Patterson Rd

Project Name: Addition/Remodel to

ITEMS	DISTRIBUTION <i>Community Care</i>																					
DESCRIPTION	SSID REFERENCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TOTAL REQ.		
188 94	Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	City Fire Department	City Attorney	City G.J.P.C. (8 sets)	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>\$740 → \$75</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
● Application Form	VII-1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1
✓ ● 11"x17" Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Evidence of Title	VII-2	1		1			1															
○ Appraisal of Raw Land	VII-1	1		1	1																	
● Names and Addresses	VII-3	1																				
● Legal Description	VII-2	1		1																		
○ Design	VII-1	1		1			1															
○ Easement	VII-2	1	1	1	1		1								1	1	1					
○ Avigation Easement	VII-1	1		1																		
○ ROW	VII-3	1	1	1	1										1	1	1					
○ Improvements Agreement/Guarantee	VII-2	1	1	1			1															
○ CDOT	VII-3	1	1																			
○ Industrial Pretreatment Sign-off	VII-4	1	1																			
● General Project Report (<i>narrative</i>)	X-7	1	1	1	1	1	1	3	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																	
✓ ● 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
○ Grading and Drainage Plan	IX-16	1	2																			
○ 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-3	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.

PRE-APPLICATION CONFERENCE

Date: 3 Oct 1984

Conference Attendance: _____

Proposal: Addition / Remodel to Community Care

Location: 2825 Patterson Road

Tax Parcel Number: _____

Review Fee: \$740 + 115 acre

(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? NA

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]
Signature(s) of Petitioner(s)

[Signature]
Signature(s) of Representative(s)

2943-072-17-036
HERITAGE ELDER CARE
2835 1/2 PATTERSON
GRAND JUNCTION COLORADO 81506

2943-072-17-049
~~588/W/FALLS/CT~~
JOHN A SIEGFRIED
PO BOX 60214
GRAND JUNCTION CO 81506

2943-063-00-037
B & G INVESTMENTS
ETAL 188 94
PO BOX 9088
GRAND JUNCTION, CO 81501-9020

2943-063-00-076
B & G INVESTMENTS
ETAL C/O JOHNNIE SIEGFRIED
PO BOX 9088
GRAND JUNCTION, CO 81501-9020

2943-072-00-944
CITY OF GRAND JUNCTION
WATER TANK

GRAND JUNCTION, CO 81501

2943-072-01-018
RONALD J BOCKELMAN
2811 F RD
GRAND JUNCTION, CO 81506-6064

2943-072-12-007
LEO H WARREN
HELEN M
2815 PATTERSON RD
GRAND JUNCTION, CO 81506-6065

2943-072-26-002
BETHESDA FOUNDATION OF AMERICA
2825 PATTERSON RD
GRAND JUNCTION, CO 81506

COMMUNITY CARE OF AMERICA

2825 Patterson Road
Grand Junction, Colorado

Community Care of America is presently in the process of upgrading its facility at 2825 Patterson Road. Included in this upgrade is the desire to construct two additions.

The largest of the additions is an expansion of the administration area consisting of approximately 1,000 square feet. This addition (including remodeling of the interior) would occur on the north side of the facility and is proposed to be constructed under an existing canopy. Presently, the canopy is a drive-under structure used to protect the delivery and pick-up of patients from rain or snow. The addition basically fills in the area under the existing canopy with administrative uses. Exterior to this addition, a new smaller drive-by canopy is proposed. This canopy is to extend over the revised drive area just enough to protect the passenger side of vehicles. Also included in the proposed work exterior to the administrative addition, is a open structure labeled "Minaret" on the site plan. This structure is simply an architectural feature to help identify the main entrance to the facility. This feature is to be approximately 16 feet high with large walk-through openings in the walls and no roof.

The second addition to the facility is proposed to occur on the east side of the facility and consist of a maximum of 300 square feet. This addition is to the dining room and is intended to provide additional dining space for the patients. On the exterior of this addition, revisions to the existing covered patio are also proposed. This exterior work is proposed to include the reworking of an existing patio roof and the construction of a parapet wall for the this roof. The purpose for this exterior work is to make the existing patio area more attractive from the 28 1/4 Road approach to the facility.

Original
Do NOT Remove
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188 94

REVIEW COMMENTS

Page 1 of

FILE #188-94

TITLE HEADING: Planned Development Review -
Addition & Remodel of Community
Care of America

LOCATION: 2825 Patterson Road

PETITIONER: Community Care of America

PETITIONER'S ADDRESS/TELEPHONE: 4 Hillside Circle
Honey Brook, PA 19344
(610) 942-4175

PETITIONER'S REPRESENTATIVE: Greg Robson - 245-0294

STAFF REPRESENTATIVE: Tom Dixon

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE, AND REVISED DRAWINGS, ADDRESSING ALL REVIEW COMMENTS ON OR BEFORE 5:00 P.M., NOVEMBER 28, 1994.

MESA COUNTY BUILDING DEPARTMENT
Bob Lee

11/3/94
244-1656

No comments. We have had meetings with Greg Robson to discuss this project.

CITY UTILITY ENGINEER
Bill Cheney

11/4/94
244-1591

No comment.

CITY PARKS & RECREATION DEPARTMENT
Don Hobbs

11/4/94
244-1542

No open space fee required.

UTE WATER
Gary R. Mathews

11/10/94
242-7491

No objections.

COMMUNITY CARE OF AMERICA

2825 Patterson Road
Grand Junction, Colorado

The following are responses to the Review Comments for the proposed Additions & Remodel of Community Care of America, 2825 Patterson Road, Grand Junction, Colorado.

City Development Engineer:

1. The Petitioner will provide the requested sidewalk along Patterson Road, if the City of Grand Junction provide the Engineering. The petitioner is requesting the City provide the Engineering due to the fact that there are several existing conditions (power poles, guy wires, fire hydrant, irrigation water riser, etc.) that will affect the design of this sidewalk.
2. See response #1 to Community Development Department below.
3. See response #4 to Community Development Department below.

Community Development Department:

1. A permanent Ingress and Egress Easement in favor of "Bethesda Care Center" (now Community Care of America) is recorded in Book 1440, Page 597 in the Mesa County Clerk and Records Office.
2. See response #1 to City Development Engineer above.
3. The Petitioner will move the existing sign to within the property line.
4. The Petitioner will execute a Development Improvements Agreement with the City of Grand Junction for the completion of the parking area on the south side of the facility.

1) The one access intended to be retained along Patterson Road needs to be clarified. It seems that this access may be located on the adjacent property to the west. Also, the plans suggest that there may be some question regarding the permanent status of this access according to its description on the site plan.

2) The sidewalk along Patterson will need to be completed.

3) The existing sign appears to be in the public right-of-way. The location needs to be defined and will need to be moved if not on private property.

4) Completion of the parking lot on the south side of the site will need to be completed with this approval. This will have to be assured by escrowing of funds or a development improvements agreement.

POSTING OF PUBLIC NOTICE SIGNS

The posting of the Public Notice Sign is to make the public aware of development proposals. The requirement and procedure for public notice sign posting are required by the City of Grand Junction Zoning and Development Code.

To expedite the posting of public notice signs the following procedure list has been prepared to help the petitioner in posting the required signs on their properties.

1. All petitioners/representatives will receive a copy of the Development Review Schedule for the month advising them of the date by which the sign needs to be posted. IF THE SIGN HAS NOT BEEN PICKED UP AND POSTED BY THE REQUIRED DATE, THE PROJECT WILL NOT BE SCHEDULED FOR THE PUBLIC HEARING.
2. A deposit of \$50.00 per sign is required at the time the sign is picked up.
3. You must call for utility locates before posting the sign. Mark the location where you wish to place the sign and call 1-800-922-1987. You must allow two (2) full working days after the call is placed for the locates to be performed.
4. Sign(s) shall be posted in a location, position and direction so that:
 - a. It is accessible and readable, and
 - b. It may be easily seen by passing motorists and pedestrians.
5. Sign(s) MUST be posted at least 10 days before the Planning Commission hearing date and, if applicable, shall stay posted until after the City Council Hearing(s).
6. After the Public Hearing(s) the sign(s) must be taken down and returned to the Community Development Department within ~~three~~³ working days to receive full refund of the sign deposit. For each working day thereafter the petitioner will be charged a \$5.00 late fee. After eight working days Community Development Department staff will retrieve the sign and the sign deposit will be forfeited in its' entirety.

Community Development Department staff will field check the property to ensure proper posting of the sign. If the sign is not posted, or is not in an appropriate place, the item will be pulled from the hearing agenda.

I have read the above information and agree to its terms and conditions.

Greg Robson _____ DATE 11/28/94
SIGNATURE _____ DATE _____
FILE #/NAME #188-94-Planned Devel. RECEIPT # 1804
PETITIONER/REPRESENTATIVE: Greg Robson Community Care PHONE # 245-0294
DATE OF HEARING: 12/6/94 POST SIGN(S) BY: 11/28/94
DATE SIGN(S) PICKED-UP _____
DATE SIGN(S) RETURNED 12-16-94 RECEIVED BY: RJR
#40075836

STAFF REVIEW

FILE: #188-94

DATE: November 29, 1994

STAFF: Tom Dixon, AICP

REQUEST: Upgrading and building expansion of an existing residential care facility

LOCATION: 2825 Patterson Road

APPLICANT: Community Care of America (Greg Robson)

EXISTING LAND USE: Residential care facility

SURROUNDING LAND USE:

NORTH: Undeveloped

SOUTH: Undeveloped

EAST: Fire Station

WEST: Pre-school/Single-family residential

EXISTING ZONING: PR-8

SURROUNDING ZONING:

NORTH: PR 16 (Mesa County)

SOUTH: PR-8

EAST: PZ

WEST: PR-8

RELATIONSHIP TO COMPREHENSIVE PLAN/POLICIES/GUIDELINES:

No such plans have been adopted for this part of the City.

STAFF ANALYSIS:

This project is mainly intended to upgrade the existing residential care facility and to make additions to the existing building. The additions are comprised of an expansion of the administrative offices by approximately 1,000 square feet on the north side of the building; an expansion of the dining area by approximately 300 square feet on the east side of the facility; and a reconfiguration of the site access and entry by using only one curb cut and creating a more defined entry to the facility which will be enhanced by a water fountain and new canopy over the drop-off area.

Planning staff concerns with the proposal are as follows:

- 1) The existing sign appears to be in the public right-of-way. The location needs to be defined and relocated if not on private property.
- 2) A portion of the sidewalk along the Patterson Road frontage of this site is missing. This needs to be completed in order to make the pedestrian system in this part of the City safe and useable. The residents of the facility contribute to the need for the sidewalk completion.
- 3) Completion of the parking lot on the south side of the site will need to be completed prior to the issuance of a planning clearance for this project.

The petitioner's representative has responded to staff comments. It is the intent of the petitioners to relocate the sign onto their property. The petitioners are willing to complete the sidewalk but they want the City to provide the Engineering work. The City does not do this in such a situation. The petitioners have also stated that they are agreeable to providing a Development Improvements Agreement for the unpaved parking lot on the south side of the site. This parking lot was to have been completed as approval under file #28-87. To date, it remains unfinished (see Exhibit A - a letter from Katherine M. Portner dated 12/27/93).

STAFF RECOMMENDATION:

Denial of the requested site modifications and additions, based on the following unresolved issues:

- 1) The incomplete improvement to the sidewalk system on the north side of the property.
- 2) The unfinished status of the south parking lot which has remained unpaved since approval of site improvements in 1989.

SUGGESTED PLANNING COMMISSION MOTION:

Mr. Chairman, on item #188-94, a proposal to upgrade and expand the Community Care facility, I move that we approve the request.

NOTE: Staff recommendation is to deny the request.



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

December 27, 1993

Bob Reece
1st American Title Company

RE: Landing Heights Nursing Home, 2815 F Road

Dear Mr. Reece:

The property located at the south-west corner of F Road and 28 1/4 Road is zoned PR (Planned Residential). The care facility as it currently exists is an approved use in the zone. Because this is a planned zone, any modifications to the site would require review either as a minor or major change.

A question has been raised concerning the requirements for the parking lot to the south of the building. That parking lot was a part of the approved site plan (see file #28-87) and requires a paved lot with 19 spaces. The lot was suppose to have been paved in July of 1989. I understand the lot has not yet been paved. Completion of the parking lot is still a requirement of the plan.

If you have further questions, you can contact me at 244-1446.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor

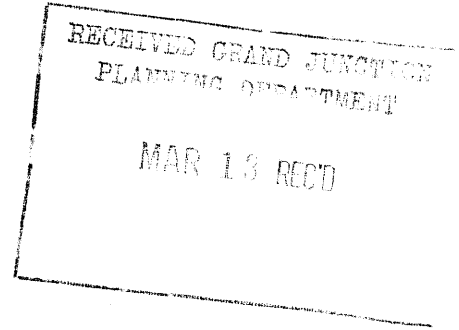
Community Care of America, Inc.
3050 Horseshoe Drive N. St. 260
Naples, FL 33942
(813)435-0085

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

Attention: Mr. Tom Dixon, Staff Representative

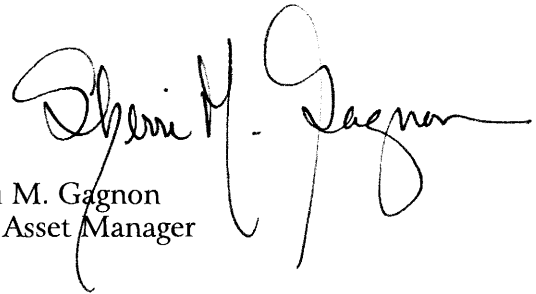
March 10, 1995

Re: Community Care of America
2825 Patterson Road
Grand Junction, CO 81501



At this time Community Care of America is submitting the enclosed check to replace the funds previously submitted by Delburt McClure Construction for the amount of \$13,162. Upon receiving this check, Delburt McClure's funds will be released to him. These funds are to be held until all requirements have been met as per our agreement, upon which the money will be released to Community Care of America.

Thank you for your time,



Sherri M. Gagnon
Fixed Asset Manager

7/19/95

Greg Robson made two proposals:

1. Leave the sign in ROW with area around it to be landscaped

- Response: City staff would support it with a Revocable permit and the landscaping if the sign was not in the way of the sidewalk.

Greg Robson will get back to us on it.

2. Leave east driveway open

- Response: City would not support leaving the east driveway open. It's too close to the intersection and the parking lot doesn't function as well with it open.

6/29/95 Mtg. w/ Jody K., Kathy P., Greg Robson
Dev. Imp. Agree - menu finalized

2 building permits have been pulled
only 1 Planning Clearance - for roof only

Paving lot to be completed in next week

Jody - need permit for ROW work

Sign will be moved - CD must sign off on location. If sign
< 24 ft no permit required, if > 24 ft permit required.
Not proposing any additional landscaping

at C.O. -

paving must be completed
sidewalk completed
sign moved

188-94

- Community Care Center
- Atrium

- don't want to close
E. driveway
- 5- lot is done
- sign & landscaping

COMMUNITY CARE OF AMERICA

2825 Patterson Road
Grand Junction, Colorado

July 31, 1995

Community Care of America, 2825 Patterson Road, is requesting the City of Grand Junction allow the facility's sign to remain located in the City's Right-of-way in exchange for landscaping in the area around the sign.

During the planning review process for this project, at the City's request, and the Petitioner agreed to relocate the sign which is currently in the Patterson Road Right-of-way. Now, after reviewing the location options for such a relocation, it has become apparent the most appropriate location for the sign is at its present location. Therefore, the Petitioner is requesting that the City issue a revocable permit to allow the sign to remain in its current location. To enhance the appearance of the sign and to contribute to the Patterson Road landscaping, in exchange for the permit, the Petitioner will landscape the area where the sign is located as per the attached Site Plan. The Petitioner also agrees to maintain this landscaped area.

Community Care Of America, Inc.

3050 Horseshoe Drive N., Suite 260

Naples, FL 33942

Phone (941)435-3025

Fax (941)435-0087

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

AUG 16 RECD

August 9, 1995

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

Attention: Kathy

I am writing to request the release of the \$13,162 deposit, that we placed with you in March of this year. These funds had been requested from the city of Grand Junction, to be held until all requirements of our agreement had been met. At this time construction of this project has been completed according to the agreement. Please forward our deposit to me at the Naples office using the address stated above. I have received your message on my voice mail. If you need anything further from Community Care Of America in order to complete this, let me know.

Thank you for your time,


Sherri M. Gagnon, Fixed Asset Manager

STAFF REVIEW

DATE: August 10, 1995

STAFF: Kathy Portner

REQUEST: #188-94--Revocable Permit for Community Care landscaping and sign

LOCATION: 2825 Patterson Road

APPLICANT: Community Care

EXECUTIVE SUMMARY: A resolution authorizing the issuance of a Revocable Permit to Community Care, 2825 Patterson Road, for an existing sign and proposed landscaping in a portion of the Patterson Road Right-of-Way.

STAFF ANALYSIS: Community Care, located at 2825 Patterson Road, is requesting a Revocable Permit to allow their existing monument-style sign located within the Patterson Road ROW to remain. They are also proposing to remove the lava rock surrounding the sign and replace it with landscaping to enhance the appearance of the site along Patterson Road. At some time in the future this ROW may be needed to accommodate a right-turn lane on Patterson Road at which time the improvements in the ROW would be removed.

City Charter gives Council authority to allow private use of public right-of-way, provided such use is substantiated by resolution. The Revocable Permit essentially gives the adjacent landowners a license to use the right-of-way. The City may revoke the permit and require the landowner to restore the right-of-way to its original condition by giving 30 days written notice.

STAFF RECOMMENDATION: Review and adopt proposed resolution

COMMUNITY CARE OF AMERICA

2825 Patterson Road
Grand Junction, Colorado

July 31, 1995

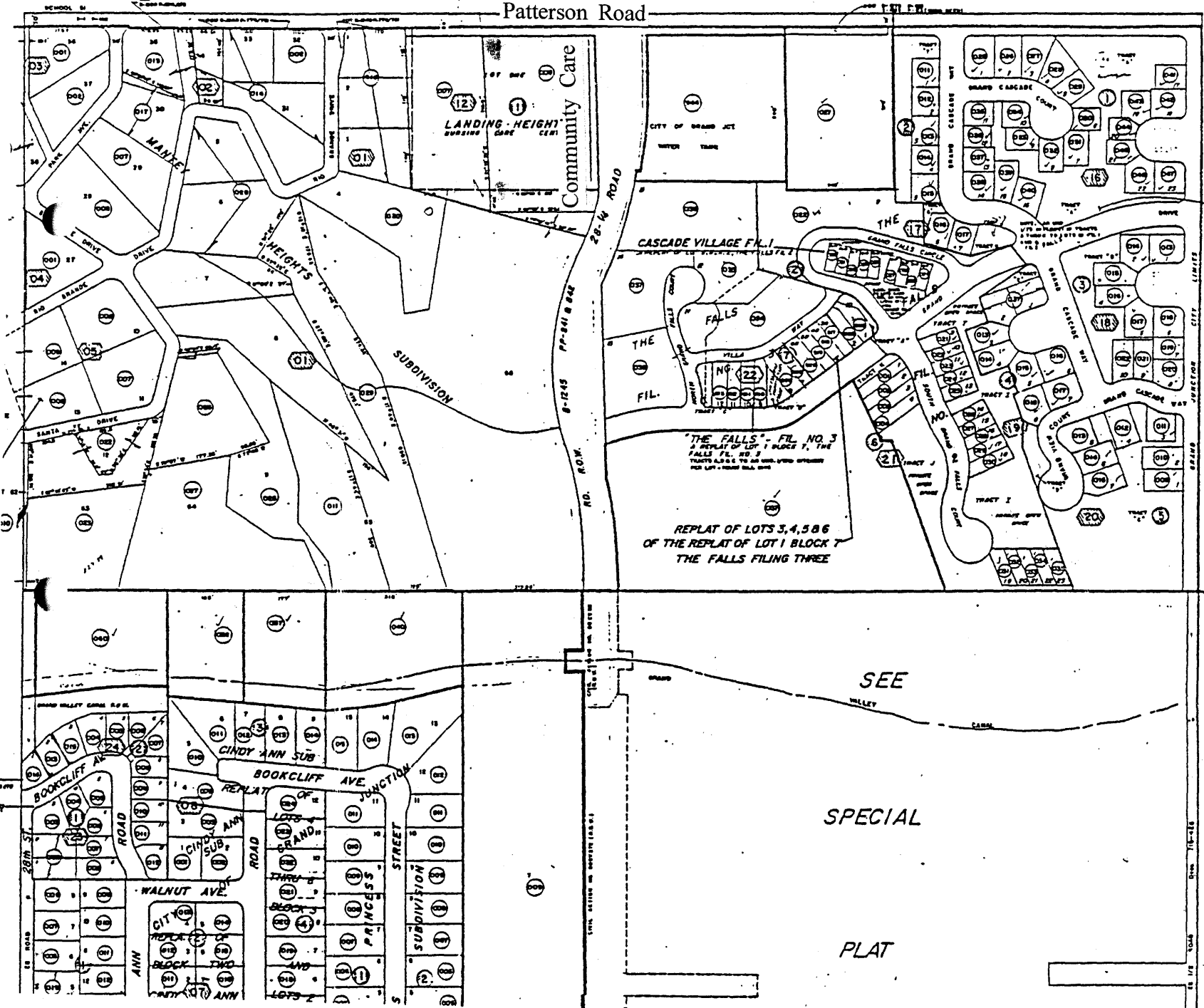
Community Care of America, 2825 Patterson Road, is requesting the City of Grand Junction allow the facility's sign to remain located in the City's Right-of-way in exchange for landscaping in the area around the sign.

During the planning review process for this project, at the City's request, and the Petitioner agreed to relocate the sign which is currently in the Patterson Road Right-of-way. Now, after reviewing the location options for such a relocation, it has become apparent the most appropriate location for the sign is at its present location. Therefore, the Petitioner is requesting that the City issue a revocable permit to allow the sign to remain in its current location. To enhance the appearance of the sign and to contribute to the Patterson Road landscaping, in exchange for the permit, the Petitioner will landscape the area where the sign is located as per the attached Site Plan. The Petitioner also agrees to maintain this landscaped area.

Addressing
TIS, R.T.E.
2943-06

Patterson Road

Addressing
TIS, R.T.E.
2943-07



"THE FALLS"
FILING NO. ONE
AS AMENDED

"THE FALLS" - FIL. NO. 3
A REPLAT OF LOT 1 BLOCK 7, THE
FALLS FIL. NO. 1
TRACTS A,B,C TO AN UN-APPROVED
FOR LOT - TRACT B, C, D, E

REPLAT OF LOTS 3,4,5,6
OF THE REPLAT OF LOT 1 BLOCK 7
THE FALLS FILING THREE

Addressing
TIS, R.T.E.
2943-07

SEE
SPECIAL
PLAT

Original
Do NOT Remove
From Office



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

October 9, 1995

Robert W. Champion, Jr.
Community Care of America, Inc.
3050 N. Horseshoe Dr., Suite 260
Naples, FL 33942
RETURN RECEIPT

RE: Community Care of America, Grand Junction

Dear Mr. Champion:

I have done a site inspection of the Community Care facility at 2825 Patterson Road, Grand Junction, Colorado. I found the rear parking lot to be paved but not striped in accordance with the approved parking plan in the development file (File #188-94). The parking stalls along the south property line are striped as parallel spaces and the parking plan indicated 90° stalls. The parallel spaces greatly reduces the total number of spaces on site. For us to determine if the current parking design provides adequate parking for the facility please submit an overall plan showing the total number of parking spaces on site and indicate the total number of beds and the total number of employees on the largest shift.

Also outstanding is the required sidewalk to be constructed along Patterson Road, the landscaping around the sign and the return of the signed Revocable Permit for the sign and landscaping in the Right-of-Way. The money that was deposited with the City for the parking lot improvements will be released when the parking lot and the sidewalk and landscaping are installed and accepted by the City or a replacement Improvements Agreement and Guarantee is provided for those improvements. The Improvements Agreement and Guarantee shall detail quantities and shall be in an amount acceptable to the City. The signed Revocable Permit must also be returned prior to the City accepting any improvements or releasing any funds. All of the above deficiencies must be taken care of by November 30, 1995.

If you have any questions please call me at 244-1446. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor

xc: Greg Robson

HRPT

Health and Retirement
Properties Trust

400 Centre Street, Newton, MA 02158 • (617) 332-3990 • Fax: (617) 332-2261

October 25, 1995

Ms. Maria Class
Acquisition Department
Community Care of America
3050 N. Horseshoe Drive, Suite 260
Naples, Florida 33942

Re: Issuance of a Revocable Permit to HRPT

Dear Maria:

In response to your letter of October 17, 1995, enclosed herewith is the documentation you forwarded regarding the above-referenced transaction, which has been signed and notarized.

Sincerely,

M. Lawrence
for

David J. Hegarty
President and Chief Operating Officer

Enclosures

RESOLUTION NO. 75-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
HEALTH AND REHABILITATION PROPERTIES TRUST *

Recitals

1. Health and Rehabilitation Properties Trust,* a real estate investment trust formed under the laws of the state of Maryland, represents that it is the owner of the real property described in Book 2037 at Page 819 in the office of the Mesa County Clerk and Recorder, said property being a part of Lot 1, Block 1 of Landing Heights Nursing Care Center Subdivision as recorded in Plat Book 11 at Page 158 in the office of the Mesa County Clerk and Recorder, situate in the Northwest 1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, also known as 2825 Patterson Road in the City of Grand Junction, and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of the following described improvements within the following described public rights-of-ways:

(a) The installation of landscape improvements within the following described public right-of-way for Patterson Road: Beginning at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 142.82 feet; thence N 01°35'56" E a distance of 19.51 feet; thence N 88°54'55" W a distance of 148.94 feet; thence S 01°35'56" E a distance of 22.76 feet to the Point of Beginning;

(b) The installation of a monument type sign within the following described public right-of-way for Patterson Road: Commencing at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 84.00 feet to the True Point of Beginning; thence N 01°35'56" W a distance of 16.92 feet; thence S 88°54'55" E a distance of 4.00 feet thence S 01°35'56" E a distance of 16.83 feet to a point on the North boundary line of said Subdivision; thence S 89°50'00" W along the North boundary line of said Subdivision a distance of 4.00 feet to the Point of Beginning.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to issue the attached Revocable Permit to Health and Rehabilitation Properties Trust,* for the purposes aforescribed and within the public rights-of-ways aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 16th day of August, 1995.

Attest:

Stephanie Nye
City Clerk

Ken Mauvin
President of the City Council

- * On July 1, 1994, Health and Rehabilitation Properties Trust changed its name to Health and Retirement Properties Trust. Wherever in this document Health and Rehabilitation Properties Trust appears, it should be interpreted as Health and Retirement Properties Trust.

REVOCABLE PERMIT

Recitals

1. Health and Rehabilitation Properties Trust, a real estate investment trust formed under the laws of the state of Maryland, hereinafter referred to as "the Petitioner" or "the Permittee", represents that it is the owner of the real property described in Book 2037 at Page 819 in the office of the Mesa County Clerk and Recorder, said property being a part of Lot 1, Block 1 of Landing Heights Nursing Care Center Subdivision as recorded in Plat Book 11 at Page 158 in the office of the Mesa County Clerk and Recorder, situate in the Northwest 1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, also known as 2825 Patterson Road in the City of Grand Junction, and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of the following described improvements within the following described public rights-of-ways:

(a) The installation of landscape improvements within the following described public right-of-way for Patterson Road: Beginning at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 142.82 feet; thence N 01°35'56" E a distance of 19.51 feet; thence N 88°54'55" W a distance of 148.94 feet; thence S 01°35'56" E a distance of 22.76 feet to the Point of Beginning;

(b) The installation of a monument type sign within the following described public right-of-way for Patterson Road: Commencing at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 84.00 feet to the True Point of Beginning; thence N 01°35'56" W a distance of 16.92 feet; thence S 88°54'55" E a distance of 4.00 feet thence S 01°35'56" E a distance of 16.83 feet to a point on the North boundary line of said Subdivision; thence S 89°50'00" W along the North boundary line of said Subdivision a distance of 4.00 feet to the Point of Beginning.

2. Based on the representations of the Petitioner, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the Petitioner a Revocable Permit for the purposes aforescribed and within the public rights-of-ways aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself, the State of Colorado, the County of Mesa and all other public utilities, hereby reserves and retains a perpetual right to utilize all of the aforescribed public rights-of-ways for any City or public utility purposes, including, but not limited to, the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said rights-of-ways.

2. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, the State of Colorado, the County of Mesa or any public utility liable for damages caused to the improvements situated within said public rights-of-ways (including the removal thereof), or any other property of the Permittee or any other party, as a result of the Permittee's occupancy, possession or use of said public rights-of-ways or as a result of any City activity or use thereof or as a result of the operation, maintenance or repair of public improvements, including, but not limited to, street improvements and utilities.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Permittee of an agreement that the Permittee, and the Permittee's successors and assigns, shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Permittee shall, at the sole expense and cost of the Permittee, within ninety (90) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public rights-of-ways and, at its own expense, remove any encroachment so as to make the public rights-of-ways available for use by the City of Grand Junction, the State of Colorado, the County of Mesa or any other public utility. The provisions concerning holding harmless and indemnity shall survive the expiration, termination or other ending of this Permit.

4. The Permittee, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Permittee.

5. This Revocable Permit, the related Resolution and the following Agreement shall be recorded by the Permittee, at the Permittee's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 21st day of August, 1995.



The City of Grand Junction, a
Colorado home rule municipality

Stephanie Nye
City Clerk

Mark Achen
City Manager

Acceptance by the Permittee:

Attest:

Health and Rehabilitation Properties Trust,*

Andrew D. Hous
Title: Asset Manager

David J. Harty
Title: PRESIDENT

* On July 1, 1994, Health and Rehabilitation Properties Trust changed its name to Health and Retirement Properties Trust. Wherever in this document Health and Rehabilitation Properties Trust appears, it should be interpreted as Health and Retirement Properties Trust.

AGREEMENT

Health and Rehabilitation Properties Trust,* a real estate investment trust formed under the laws of the state of Maryland, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within ninety (90) days of revocation of said Permit, peaceably surrender said public rights-of-ways to the City of Grand Junction and, at its own expense, remove any encroachment so as to make the public rights-of-ways fully available for use by the City of Grand Junction, the State of Colorado, the County of Mesa, or any public utility.

Dated this 24th day of October, 1995.

Attest:

Health and Rehabilitation Properties Trust *

Andrew D. Stearns

David J. Hegarty

Title: Asset Manager

Title: PRESIDENT

State of ~~Maryland~~ Massachusetts

)ss.

County of ~~Middlesex~~

The foregoing Agreement was acknowledged before me this 24th day of October, 1995, by David J. Hegarty as President and attested to by Andrew D. Stearns as Asset Manager of Health and Rehabilitation Properties Trust*

Witness my hand and official seal.

My commission expires: My Commission Expires June 1, 2001

James E. Silva
Notary Public

* On July 1, 1994, Health and Rehabilitation Properties Trust changed its name to Health and Retirement Properties Trust. Wherever in this document Health and Rehabilitation Properties Trust appears, it should be interpreted as Health and Retirement Properties Trust.



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

December 11, 1995

Delbert McClure
2510 S. Broadway
Grand Junction, CO 81503

RE: Community Care

Dear Delbert:

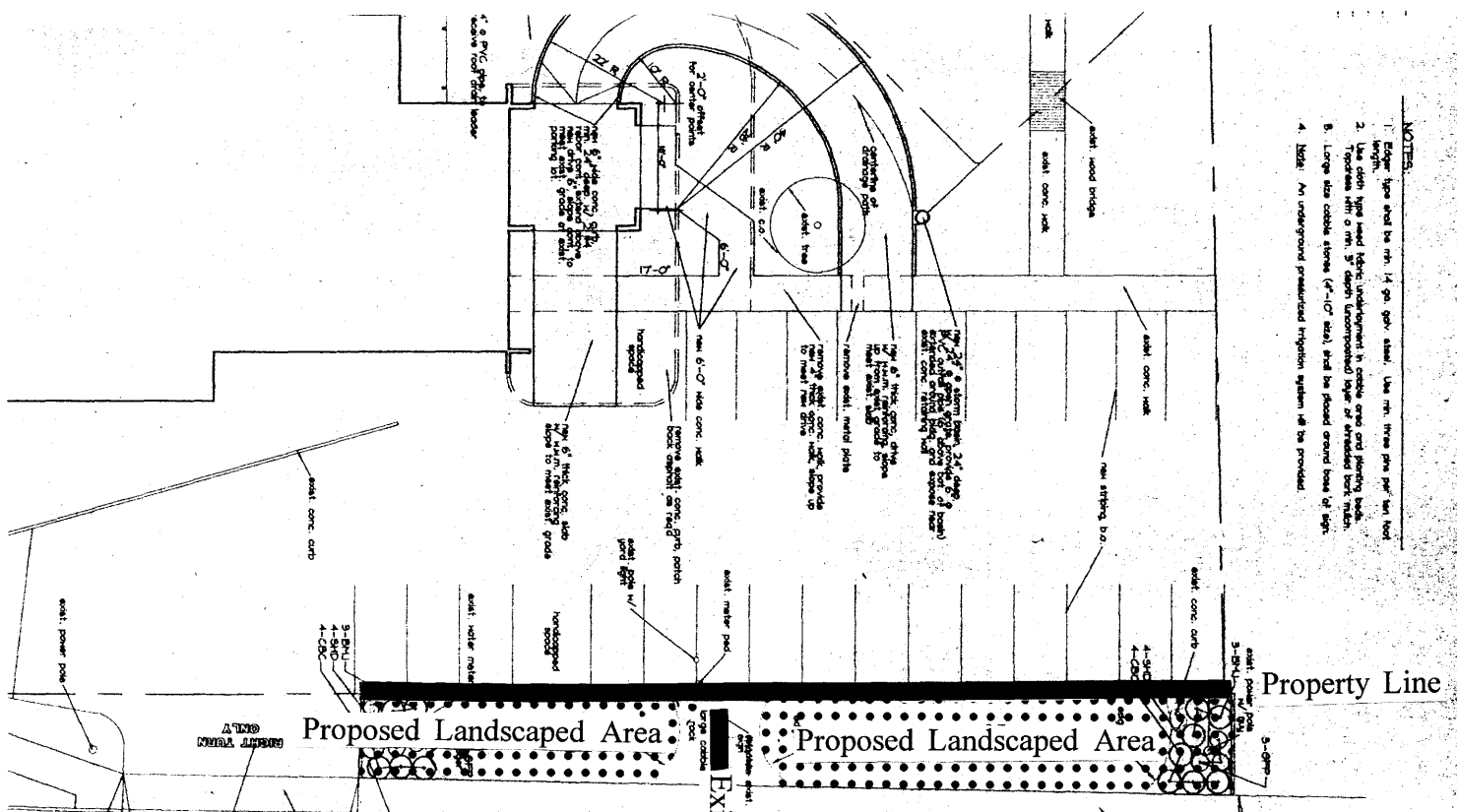
This is to confirm that the site improvements for Community Care, 2825 Patterson Road, have been completed in accordance with the approved plans found in City Development File #188-94. The \$13,162 that was deposited with the City to guarantee the improvements has been released.

Thank you for your cooperation.

Sincerely,

Katherine M. Portner
Planning Supervisor

- NOTES:**
1. Edge type shall be min. 14 gal. galv. steel. Use min. three pins per sq. ft. hole length.
 2. Use chain type lead fabric underlayment in catch area and parking aisle.
 3. Provide with a min. 3" depth (uncompacted) layer of shredded bark mulch.
 4. Larger size cobble stones (4"-10" dia.) shall be placed around base of sign.
 5. Note: An underground pressurized irrigation system will be provided.



Property Line

Patterson Road

Proposed Landscaped Area

Proposed Landscaped Area

Existing Sign to Remain

NOTE:
All sidewalk, driveway and curb & gutter outside of property line to comply with Ground Junction Street and Road 5

Provide 12" square handrail post to left turn apron on retail sign post in landscape oval 26' dia.

Painted 'RIGHT TURN ONLY' (10' letters)

Painted 'LEFT TURN ONLY' (10' letters)

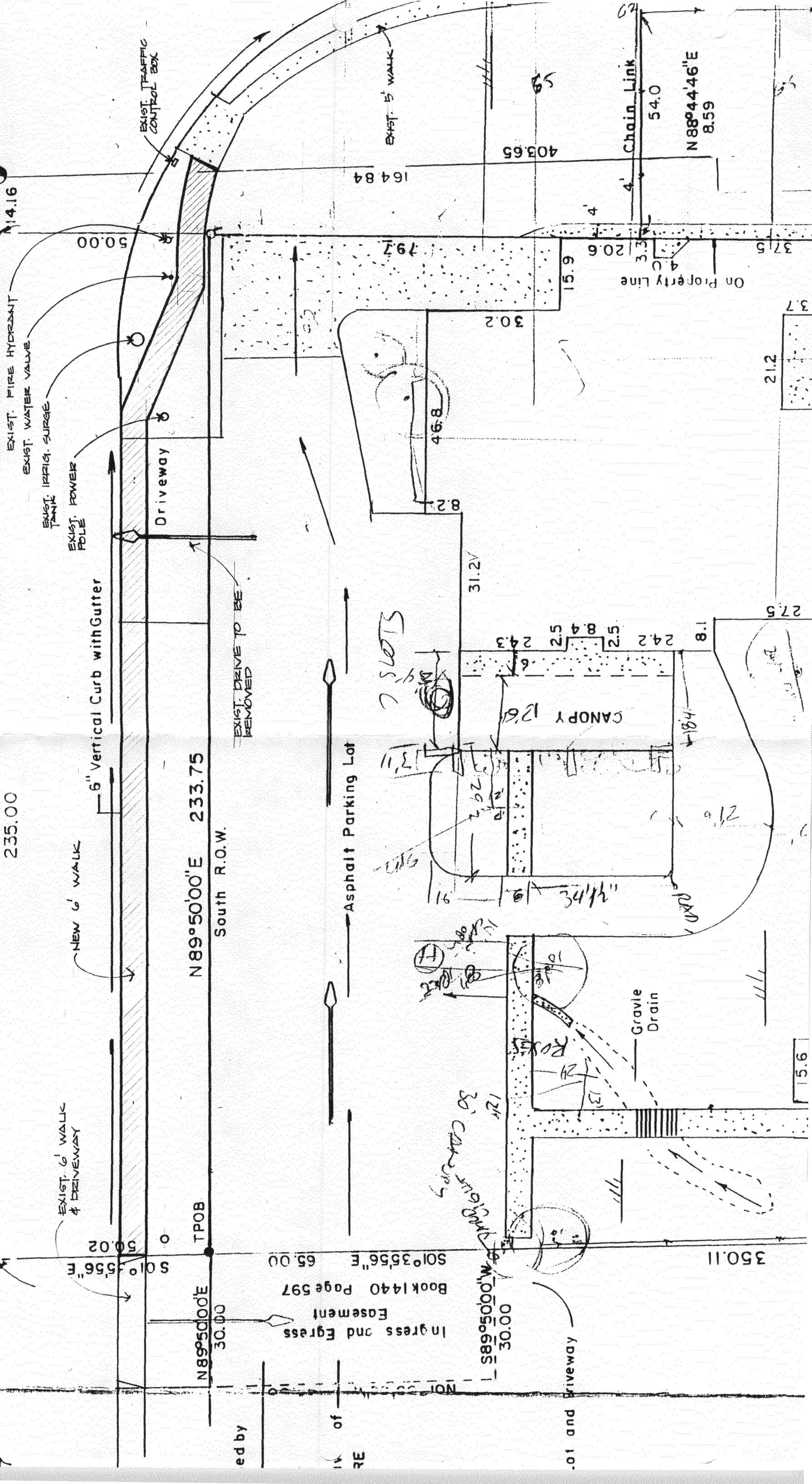
(ASPHALT)

PATTERSON ROAD (F Road)

PROPOSED SIDEWALK
COMMUNITY CARE OF AMERICA
2825 PATTERSON ROAD
GRAND JUNCTION, COLORADO

N 89° 50' 00" E
S 71° 15' 00" E, R.I.E., U.M.

Bearing (per Plat) N 89° 50' 00" E 1272.86
Center Line 235.00



350.11

30.00

30.00

30.02

501° 55' 56" E

30.00

N 89° 50' 00" E

30.00

TPOB

Ingress and Egress Easement Book 1440 Page 597

S 01° 55' 56" E 65.00

30.00

S 89° 50' 00" W

30.00

12' 30' CANOPY

10' 18'

13'

24'

10'

10'

Gravel Drain

15.6

350.11

31.2V

8.2

46.8

30.2

15.9

15.9

37.5

On Property Line

4' Chain Link

54.0

N 88° 44' 46" E 8.59

403.65

164.84

79.7

15.9

30.2

8.2

46.8

31.2V

8.2

46.8

30.2

15.9

15.9

37.5

4' Chain Link

54.0

N 88° 44' 46" E 8.59

403.65

164.84

79.7

15.9

30.2

8.2

46.8

31.2V

8.2

46.8

30.2

15.9

15.9

37.5

Community Care of America

3050 N. HORSESHOE DRIVE
SUITE 260
NAPLES, FLORIDA 33942
PHONE: (813) 435-0085
FAX: (813) 435-0087

FAX COVER SHEET

DATE: 12-13-94
TO: ~~Mr. James~~ GREG ROBSON
FROM: ~~Mr. James~~ BOB CAMPION
SUBJECT: _____

NUMBER OF PAGES: _____

SENDER/CONTACT PERSON: _____

TRANSMITTAL NUMBER: 303-245-1726
813-9110-4187

ADDITIONAL INFORMATION
PLEASE DELIVER THE ATTACHED INFORMATION

TO THE CITY OF G. J. PLANNING/DEVELOPMENT.

I RECOMMEND RETAINING COPY FOR YOUR FILE.

SIGNED COPIES BY G. J. WILL HAVE TO BE FORWARDED
TO 400 S. MYSELF FOR PROJECT FILES.

If all pages are not received please contact sender. Thank you. SENT: []

QUESTION - HOGLER

TKS
(R)



Community Care
of America

December 13, 1994

CITY OF GRAND JUNCTION
Department of Community Development
250 N. 6th Street
Grand Junction, CO 81501

Attention: Ms. Jody Kilska, City Development Engineer
Mr. Tom Dixon, Staff Representative

Subject: Community Care of America
2525 Patterson Road
Grand Junction, CO
FILE NO. 183-94

Please accept this letter as a follow up to our meeting held at your office on December 6, 1994, prior to the Planning Commission Hearing. Community Care of America, Inc. agrees to install sidewalk along Patterson Road with the following covenant to the installation of sidewalk. The sidewalk will be designed as per sketch submitted to you in our meeting. The architect Mr. Greg Robson will provide detailed set of plans outlining the path of the sidewalk. Further, the sidewalk shall be installed by a qualified concrete contractor.

In response to the completion of the parking lot on the south side, Community Care of America, Inc. will enter into a Development Improvement Agreement with the City of Grand Junction. Please find attached a letter to Norwest Bank requesting the opening of escrow account for the sum equal to the amount of cost to complete the parking lot on the south side. Further, once the paperwork has been completed by Community Care of America, Inc. the Norwest Bank will send a letter to your office stipulating the funds has been established and the disbursement of said funds shall be by the schedule set forth in City of Grand Junction, Development Improvements Agreement.

The other items listed in your staff review comments have been accepted by Mr. Tom Dixon, Staff Representative and Ms. Jody Kilska, City Development Engineer.

If you have any questions or require further information, please contact my office.

Sincerely,

Robert W. Campion, Jr.
Community Care of America, Inc.
Project Manager

Attachments
Community Care of America, Inc.
3050 N. Horseshoe Dr., Suite 260
Naples, FL 33942

Telephone (813) 435-0085
Fax (813) 435-0087

Local Health Services
by Professionals Who Care

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. Parties: The parties to this Development Improvements Agreement ("the Agreement") are COMMUNITY CARE OF AMERICA, LLC, 2875 PATTERSON RD. ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

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

2. Effective Date: The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than recordation of the COMPLETION OF THE PARKING LOT ON THE SOUTH SIDE OF THE SITE.

RECITALS

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

DEVELOPER'S OBLIGATION

3. Improvements: The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The City estimates that *Not to Exceed* 250.00 will be required for City inspection of the required improvements. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

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

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

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

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 6-13-75 from the Effective Date of this Agreement (the "Completion Period").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Developer:	<u>COMMUNITY CARE OF AMERICA, INC.</u> <u>4 HILLSIDE CIRCLE</u> <u>HONEY BROOK, PA 19344</u> ATTN: <u>ROBERT W. CAMARON, JR.</u> <u>PH. 610-243-4145</u>
If to City:	City of Grand Junction Community Development Director 250 N. 5th Street Grand Junction, Colorado 81501 <u>6226 ROBSON, ARCHIBUT</u> <u>PH 303-245-0294</u>

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

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

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

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

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

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

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

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

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

d. in any event, the Developer promises to construct the required improvements to the satisfaction of the City Engineer, in accordance with the approved plans and specifications.

29. a. Conditions of Acceptance: The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City.

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

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

Attest:

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

Stephanie Nye
City Clerk

By:

Mark K. Achen
City Manager

Attest:

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

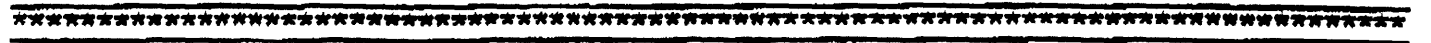


Exhibit A

ON FILE WITH PLANS SUBMITTED TO
CITY PLANNING COMMISSION.

Exhibit B

IMPROVEMENTS LIST/DETAIL

(Page 1 of 2)

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

	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)	1		SEE ATTACHED PROPOSAL DATED 12/9/94	13,162.00
8. Curb, gutter & sidewalk (linear feet)	_____	_____	_____	_____
9. Driveway sections (square yard)	_____	_____	_____	_____
10. Crossspans & filllets	_____	_____	_____	_____
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

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

• Surveying

2. 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: \$ 13,162.00



SIGNATURE OF DEVELOPER

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

12/13/84

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.

CITY ENGINEER

DATE

COMMUNITY DEVELOPMENT

DATE



Community Care
of America

December 13, 1994

Norwest Bank
500 N. Circle
P.O. Box 2910
Colorado Springs, CO 80901-2910

Re: Opening a new account

Dear Madam / Sir:

Please be advised we will be opening a new account for escrow purposes. Please send us the necessary paperwork and documentation in order to facilitate this change as soon as possible. Additionally, we will want to keep a balance of \$13,162 at all times in this particular account.

We appreciate your help on this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Community Care of America, Inc.

Timothy J. Trybus
Assistant Treasurer

TJT:mc

Proposal

Page No.

of

Pages

DELBERT McCLURE CONSTRUCTION, INC.

Phone (303) 245-2938 Fax (303) 245-5712

2510 So. Broadway

Grand Junction, CO 81503

COMMUNITY CARE OF GRAND JUNCTION

PROPOSAL SUBMITTED TO

Bob Champion Jr.

PHONE

303-245-2938

DATE

12/9/94

STREET

2825 PATTERSON ROAD

JOB NAME

ASPHALT PARKING LOT (SOUTH PARKING LOT)

CITY, STATE AND ZIP CODE

GRAND JUNCTION, CO 81501

JOB LOCATION

GRAND JUNCTION PATTERSON RD. 2825

ARCHITECT

PHX 610-942-4154

DATE OF PLANS

JOB PHONE

303 242-7956

We hereby submit specifications and estimates for:

ASPHALT PARKING LOT

PER ATTACHED SKETCH/PLAN

WORK TO BE COMPLETED BY JUNE 13, 1994

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

THIRTEEN THOUSAND ONE HUNDRED SIXTY TWO dollars (\$ 13,162⁰⁰).

Payment to be made as follows:

ON 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 fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Delbert McClure

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: 12/13/94 *Robert W. Champion*

Signature

Robert W. Champion

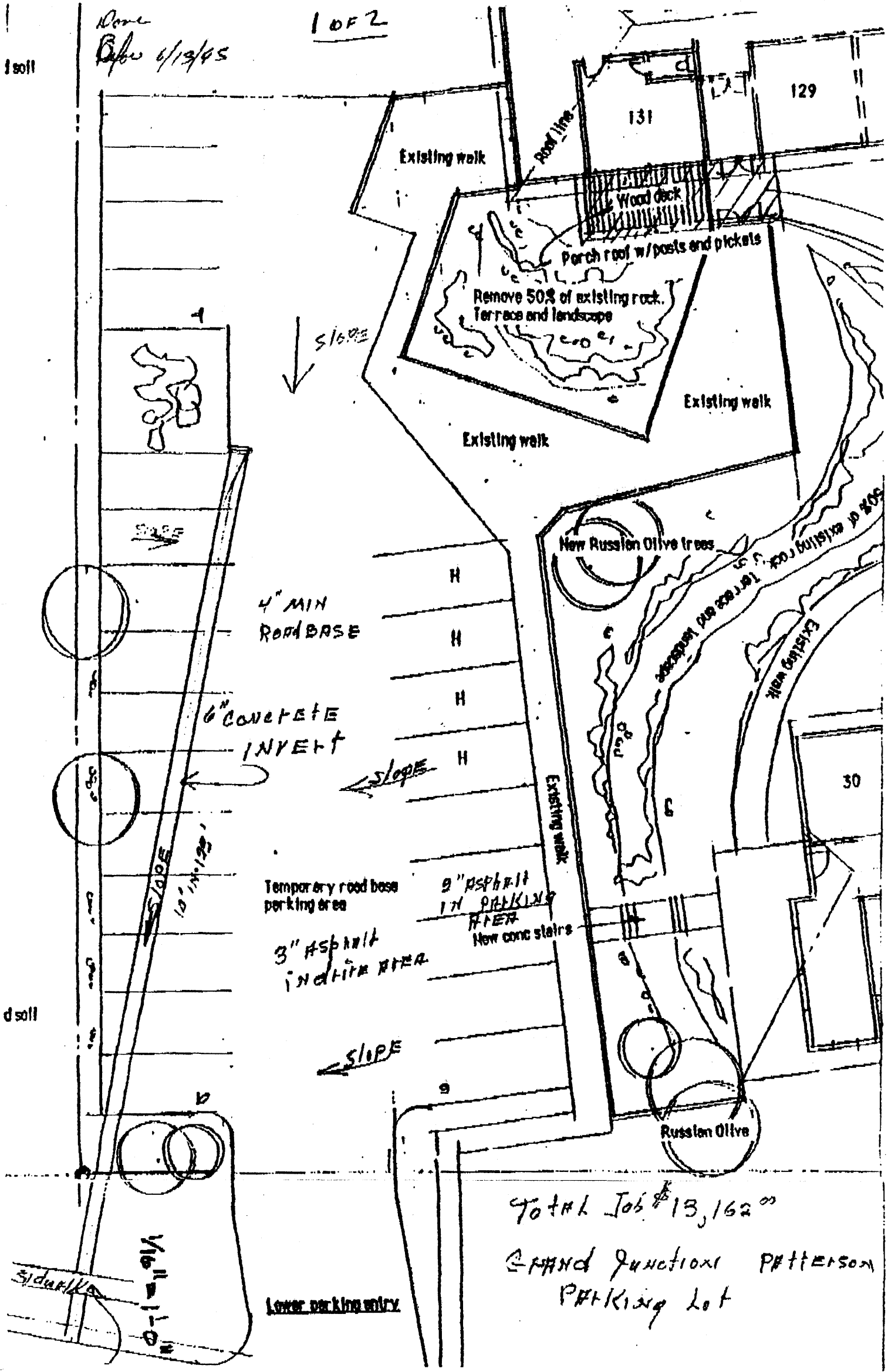
Signature

Done
Before 6/13/95

1 OF 2

1 soil

2 soil



Total Job \$13,162.00

GRAND JUNCTION PATTERSON
PARKING LOT

Lower parking entry

READY

