

# Table of Contents

File            SPR-1995-175  
 Date            9/30/99

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, not all entries designated to be scanned, are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>
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X	X	<b>*Summary Sheet – Table of Contents</b>
		Application form
		Receipts for fees paid for anything
X	X	<b>*Submittal checklist</b>
X	X	<b>*General project report</b>
		Reduced copy of final plans or drawings
X	X	Reduction of assessor's map
		Evidence of title, deeds
		<b>*Mailing list</b>
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		<b>*Final reports for drainage and soils (geotechnical reports)</b>
		Other bound or nonbound reports
		Traffic studies
X		Individual review comments from agencies
X	X	<b>*Consolidated review comments list</b>
		<b>*Petitioner's response to comments</b>
		<b>*Staff Reports</b>
		<b>*Planning Commission staff report and exhibits</b>
		<b>*City Council staff report and exhibits</b>
		<b>*Summary sheet of final conditions</b>
		<b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b>

**DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:**

X	Pre-application Conference	X	X	Boundary Survey
X	X	X	X	Planning Clearance - ** - 10/27/95
X	X	X	X	Letter from Jim Carney to Michael Drollinger – 10/18/95
X		X	X	Certificate of Occupancy – 1/31/96
X		X	X	Letter from Hoskin, Farina Aldrich & Kampf to John Shaver re: Agreement to Maintain Sanitary Sewer Line -1/29/96
X	X	X		Letter from Kristen Ashbeck to Jim Carney – 10/26/95
X	X			Letter from Trent Prall to Rick Will – 10/26/95
X	X			Letter from Trent Prall to David Scanga – 2/20/96
X				Warranty Deed
X	X			Letter from Trent Prall to David Scanga – 5/13/97
X				E-mail from to Trent Prall from John Shaver – 1/19/96
X				E-mail to John Shaver from Trent Prall – 1/19/96
X	X			Fax from Jim Carney to Kristen Ashbeck re: complying with review comments – 10/23/95
X				Commitment for Title Insurance
X	X			Property Survey Certification
X	X			Utility Easement Traverse Table
X	X			Boundary Survey for Patlan Corporation
X	X			Vicinity Map

# SUBMITTAL CHECKLIST

## SITE PLAN REVIEW

 Location: Highway 69.50 & 24 1/2 Rd

 Project Name: Office Depot

ITEMS		DISTRIBUTION																	TOTAL REQ'D.								
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	○ Persigo WWT	○ Mesa County Health	○ State Environ. Health	○ City Sanitation	○ School Dist #51
● Application Fee <u>\$100.00</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	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	1	1	1	1	
● Evidence of Title	VII-2	1			1			1																			
○ Deeds	VII-1	1			1			1																			
○ Easements	VII-2	1	1	1	1			1																			
○ Avigation Easement	VII-1	1			1			1																			
○ ROW	VII-2	1	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	1	1	1	1	1
○ Elevation Drawing	IX-13	1	1																								
● Site Plan <i>(Include Signage)</i>	IX-29	2	2	1	1	1	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	1
○ Grading and Drainage Plan	IX-16	1	2										1								1						
○ Storm Drainage Plan and Profile	IX-30	1	2										1			1	1	1									
○ Water and Sewer Plan and Profile	IX-34	1	2	1			1							1	1	1	1	1									
○ Roadway Plan and Profile	IX-28	1	2										1														
○ Road Cross-Sections	IX-27	1	2																								
○ Detail Sheet	IX-12	1	2																								
● Landscape Plan <i>- on site plan</i>	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 Rerpot	X-10,1	1	1																								
○ Traffic Impact Study	X-15	1	2																	1							

NOTES: \* An asterisk in the item description column indicates that a form is supplied by the City.

**OFFICE DEPOT GRAND JUNCTION, COLORADO  
GENERAL PROJECT REPORT  
ATTACHMENT**

September 29, 1995

**A. PROJECT DESCRIPTION**

1. Intersection of Highway 6 and Highway 50 with 24 ½ Road, Grand Junction, Colorado.
2. 4.22 acres total area.
3. Proposed use is retail sales (use by right under current C-1 zoning).

**B. PUBLIC BENEFIT**

1. Quality office products at discount prices.
2. Renovations of existing building and site.
3. O.D. tax contributions.

**C. PROJECT COMPLIANCE, BENEFIT AND IMPACT**

1. Retail sales compatible with adjacent land uses and use by right of existing C1 zoning. (Mesa Mall across Highway 6 and Highway 50.)
2. Adjacent land uses are:
  - North: Highway 6, Highway 50, and Mesa Mall on other side of Highway.
  - East: Private property commercial use C2 zoning.
  - South: Denver and Rio Grande Western Railroad R.O.W.
  - West: Private property commercial use C1 zoning.

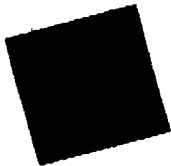
**OFFICE DEPOT GRAND JUNCTION, COLORADO  
GENERAL PROJECT REPORT  
ATTACHMENT**

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3. Access is a single ingress egress at the north east corner of the property from the Highway 6 and Highway 50 intersection with 24 ½ Road.
4. Gas, water, sanitary sewer and buried electric power is available as shown on the site plan.
5. No special or unusual demands on utilities are anticipated.
6. The previous use as a car dealership, would have a similar automobile traffic impact to that proposed. Impacts to police, fire sanitation, roads, parks, schools, and irrigation would not be adversely affected.
7. Site soils and mapping are not applicable due to only minor revision to existing building (at truckwell).
8. No impact on site geology or existing drainage is anticipated.
9. Hours of operation are anticipated to be:  
  
8:00 a.m. - 9:00 p.m. Monday - Saturday  
8:00 a.m. - 5:00 p.m. on Sundays
10. Signage is proposed to consist of a pylon sign at the main entry along Highway 6 and Highway 50, and building signs on the east (entry) face and on the north and/or west face along Highway 6 and Highway 50.

**D. Development schedule and Phasing.**

1. Start October 1995 Complete December 1996.



# SEM Architects Inc

Donald R Slack

Gary W Ellermann

Bruce T McLennan

October 18, 1995

Mr. Michael Drollinger  
Community Development Department  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

RE: Office Depot #2450  
2449 Highway 6 & 50 (please note address was earlier referred to as 2446.)

Dear Michael:

We are in receipt of your site plan review comments for the Office Depot project. We appreciate your prompt attention and offer the following responses as requested:

## **BUILDING DEPARTMENT**

1. Transportation Capacity Payment - no fee: no response required.
2. Sublease area refers to a currently roofed and partially enclosed future retail area on south side of the Office Depot lease area.

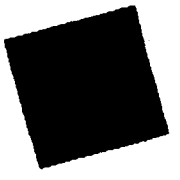
## **GRAND JUNCTION FIRE DEPARTMENT**

1. Plans and specifications were submitted October 17, 1995 to Hank Masterson for fire flow and plan review.
2. Flow test for hydrants will be scheduled during construction and a utility composite will be submitted by the mechanical subcontractor after permit, before occupancy.
3. The sprinkler subcontractor will submit plans and specifications of the fire sprinkler system during shop drawing process after permit, before occupancy.
4. The fire hydrant new the south property line and the fence adjacent is an existing condition and acts as a necessary security barrier from the adjacent Railroad right-of-way.

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The Quorum at DTC  
7935 E Prentice Ave  
Suite 102  
Englewood CO 80111  
TEL (303) 220 8900  
FAX (303) 220 0708

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# SEM Architects Inc

Office Depot #2450  
2449 Highway 6 & 50

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The fire hydrant has bollards surrounding it on all side giving reasonable clearance. We request this condition remain as we cannot move fence onto Railroad property.

## **CITY UTILITY ENGINEER**

### Water UTE

1. The two existing site fire hydrants are served by a looped waterline configuration. (See enclosed site survey) We feel this configuration has served previous similar uses and should not be reconfigured. The line size serving the hydrants was not apparent from the survey. We will verify line, size during construction, after permit, before occupancy.

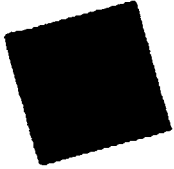
### Sewer-City

1. For revision to utility billing, the retail sales area is 22,950 square feet, bulk sales 7,310 square feet and office, with other employee use spaces, is 2,320 square feet, for 32,780 total GSF. The employee count will be 15 to 20. Regarding the sewer line reconfiguration, the previous uses we assume were within code for utility requirements. Office Depot is a similar use and has no increase in area compared to previous occupancies. We believe the preventative maintenance reasoning for rerouting the lines is not necessary given the relatively high cost of same. We request the existing sewer line configuration be maintained.

## **COMMUNITY DEVELOPMENT**

### Parking

1. Requested building square footages are:  
  
22,950 square feet retail sales  
7,310 square feet bulk sales



# SEM Architects Inc

Office Depot #2450  
2449 Highway 6 & 50

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2,320 square feet office, employee use  
2,730 future retail sublease  
4,240 future office sublease

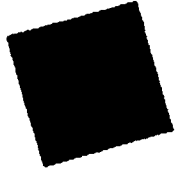
2. The ADA parking requirement table 4.1.2(5)(a) and (b) shows for 151 to 200 spaces, we need 6 accessible spaces. (See enclosed page A-1 from ADA checklist.) Since 199 is conservatively assumed required, only 6 would be necessary.
3. The parking lot east of a line along the east face of the building will be oil coated with the remainder to be resurfaced with asphalt.

## LANDSCAPING

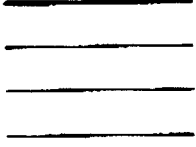
1. Restoration as indicated implies refurbishment of existing plant materials. The only new planting anticipated will be those needing replacement. Given that the site has been untended for several years, the intent is to resume normal maintenance operations (watering, fertilizing) to bring it up to previous conditions.
2. The Landscape areas currently are served by a pressurized irrigation system which will be repaired and resume operation. Parking end islands are currently served by this system.
3. We intent per your request to resume irrigation to, and provide new seed for, grass area between pavement edge of Highway 6 & 50 and building.
4. The landscaping along eastern property line will be restored as in previously mentioned items.

## SIGNAGE

1. We concur with signage calculations in your review comments.



# SEM Architects Inc



Office Depot #2450  
2449 Highway 6 & 50

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2. We will limit pylon sign to 300 square feet per face and 536 square feet total for wall signage as stated.
3. Detailed signage drawings will be submitted during shop drawing process, after permit, before occupancy.

## OTHER

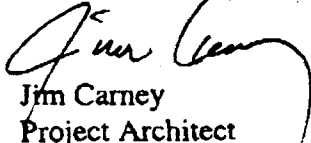
1. The dumpster and compactors will be in a 4'-0" deep truck well with 42" guardrail above that. We believe this provides sufficient "screening" without compromising the owner's and police department's potential security concerns in this area.

These responses are our best effort to come to an agreement on the specific issues addressed in the site plan review comments.

Please let us know if you have any questions.

Sincerely,

SEM ARCHITECTS INC

  
Jim Carney  
Project Architect

JC/sjn

cc: Chuck Carmichael  
Rick Will  
Cary Richardson  
Project File

F:\COMMON\PROJECTS\OFFICE DEP\HIGHWAY6\SO\017DROL.LTR



# HOSKIN, FARINA, ALDRICH & KAMPF

Professional Corporation

ATTORNEYS AT LAW

200 Grand Avenue, Suite 400  
Post Office Box 40  
Grand Junction, Colorado 81502

Telephone (970) 242-4903  
Facsimile (970) 241-3760

222 West Main Street  
Rangely, Colorado 81648

Gregory K. Hoskin  
Terrance L. Farina  
Frederick G. Aldrich  
Gregg K. Kampf  
Curtis G. Taylor  
David A. Younger  
David M. Scanga  
Michael J. Russell  
John T. Howe  
Matthew G. Weber  
John A. Siddeek

William H. Nelson  
(1926-1992)

January 29, 1996

J. David Shields, Esq.  
Office Depot, Inc.  
2200 Old Germantown Road  
Delray Beach, Florida 33445

MRV, Inc.  
Attention: Bruce L. Christensen, President  
2231 SW Wanamaker Road, Suite 300  
Topeka, Kansas 66614-4275

John Shaver, Esq.  
City of Grand Junction  
250 North 5th Street  
Grand Junction, Colorado 81501

Re: Agreement to Maintain Sanitary Sewer Line  
Grand Junction, Colorado


Greetings:

Enclosed for each of you is an original signed Agreement to Maintain Sanitary Sewer Line. Another original of the Agreement has been sent to the Mesa County Clerk and Recorder's Office for recording. The charge for this recording was \$76.00. Office Depot should send me a check payable to the order of our firm for the recording charge.

Please call me if you have any questions.

Sincerely,

HOSKIN, FARINA, ALDRICH & KAMPF  
Professional Corporation



DAVID M. SCANGA

DMS:sld  
Enclosure

cc: Stanford F. and Donna K. Warner

Recording requested by and )  
when recorded mail to: )  
)  
)  
)  
)  
)  
)  
)  
)  
)

Above Space for Recorder's Use

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**AGREEMENT TO MAINTAIN  
SANITARY SEWER LINE**

This Agreement to Maintain Sanitary Sewer Line ("**Agreement**") is made and entered into this \_\_\_ day of January, 1996, by and between MRV, Inc., a Kansas corporation ("**MRV**"), STANFORD F. WARNER and DONNA K. WARNER, husband and wife (collectively "**Warner**"), with reference to the following facts, understandings and intentions of the parties:

A) The Grand Junction City Code ("**GJCO**") requires that a separate and independent sewer line shall be provided for every building. In exceptional circumstances, the City of Grand Junction ("**City**") has allowed separate properties to be served by a common sewer line provided the owners of such separate properties enter into an agreement to maintain and repair such common sewer line.

B) MRV and Warner are owners of contiguous properties located within Grand Junction, Colorado, referred to herein as the "**MRV Property**" and "**Warner Property**," respectively. A legal description of the MRV Property is attached hereto as Exhibit "A" and a legal description of the Warner Property is attached hereto as Exhibit "B."

C) The existing building on the Warner Property, having a street address of 2429 Highway 6 & 50, Grand Junction, Colorado, and the existing building on the MRV Property, having a street address of 2449 Highway 6 & 50, Grand Junction, Colorado, are served by a common sewer service line ("**Common Sewer Line**"). Because of the substantial cost of providing separate sewer service to each of such properties, and the disruption to ongoing business operations that would result from installation of such separate sewer service, the parties desire now to enter into this Agreement to assure the continued maintenance of the Common Sewer Line now serving such properties.

NOW, THEREFORE, based on the foregoing facts, understandings and intentions of the parties, and for valuable consideration, the receipt of sufficiency of which are hereby acknowledged, it is agreed as follows:

1) The parties hereto agree to repair, maintain, service and replace the Common Sewer Line beyond the service tap into the public sewer line as and when necessary to keep the same in good operating condition and in conformity with all applicable laws and ordinances of the City.

2) This Agreement is conditioned upon the City's approval of the terms hereof.

3) This Agreement shall be effective from the date of full execution hereof until such time as Warner (or any successor owner of the Warner Property) shall either (i) increase the total building floor area located on the Warner Property by fifty percent (50%) or more above the building floor area located thereon as of the date of full execution of this Agreement, or (ii) increase the number of employees to 25 or more full-time or part-time employees. Upon occurrence of either of the foregoing events, Warner shall at its sole expense install a separate sewer line to serve the Warner Property, at which time this Agreement shall terminate and be of no further force or effect. Warner may use the easement granted in Paragraph 4 below for maintenance, repair, use and installation of such separate sewer line to the extent that installing a separate sewer line in such easement area is not prohibited by GJCO. Warner represents that the building now located on the Warner Property contains approximately twelve thousand five hundred (12,500) square feet of floor area.

4) Each party to this Agreement shall be responsible at its sole expense for maintenance, repair and replacement of that portion of the Common Sewer Line which serves its property, which, in the case of the Warner Property, shall be defined to include all lines and cleanouts for a distance of four hundred feet (400') measured from the last sewage cleanout in the building on its property, and, in the case of the MRV Property, shall be defined as all lines from the building on its property downstream to the tap into the public sewer line. A diagram showing those portions of the Common Sewer Lines which each of the parties is responsible to maintain, repair and replace is attached hereto as Exhibit "C." MRV hereby grants to Warner an easement over the MRV Property fifteen feet (15') in width the centerline of which is the center of the existing Common Sewer Line, for the purpose of Warner's use of the Common Sewer Line and maintenance, repair and replacement thereof as set forth in this Agreement. If in connection with any such maintenance, repair and replacement work performed by Warner the surface of the easement area shall be disturbed, Warner shall restore or cause to be restored the surface of the easement area to substantially the same condition as existed prior to the performance of such work. Each party in the performance of its maintenance, repair and replacement obligations shall cause the

same to be done in a manner which is least disruptive to the business operations of the other party as is reasonably practicable under the circumstances. In the event either party shall fail to perform its obligations with respect to maintenance, repair and replacement of the Common Sewer Line as herein provided, and if such failure continues at the end of five (5) business days following the non-performing party's receipt of written notice describing such failure ("Default Notice"), the party giving such notice shall have the right, but not the obligation, to perform such obligation for and in behalf of the non-performing party and recover from the non-performing party the costs thereof plus interest at the rate of eighteen percent (18%) per annum or the maximum legal rate, whichever is less, from the date such costs are incurred until paid by the non-performing party; provided, however, if the nature of the cure is such that it cannot with the exercise of reasonable diligence be completed within five (5) business days following receipt of the Default Notice, the party receiving such notice shall not be deemed in default nor shall the party giving such notice have the right to cure such default if the party receiving such notice commences such cure within said five (5) business day period and thereafter diligently prosecutes such cure to completion.

5) Except in cases of emergency, if either party hereunder shall be required to incur repair or replacement expenses which will exceed One Thousand Dollars (\$1,000), such party shall provide as much prior notice to the other party of the commencement and probable duration of such work as is practicable under the circumstances, and shall endeavor, if possible, to provide five (5) business days prior notice of such work.

6) Office Depot, Inc. ("Office Depot") is now the sole occupant of the MRV Property pursuant to the terms of that certain lease between Office Depot and MRV dated October 27, 1995 ("Lease"). Office Depot is not a party to this Agreement but has executed this Agreement for the purpose of approving the form and content hereof and acknowledging, as between MRV and Office Depot, its responsibility during the term of the Lease, for so long as Office Depot is required to maintain the common areas of the MRV Property, to perform MRV's obligations under this Agreement with respect to maintenance, repair and replacement of the Common Sewer Line, subject, however, to the provisions of the Lease pertaining to capital expenditures. If under the terms of the Lease MRV should at any time be required to assume responsibility for maintenance of the common areas of the MRV Property, MRV shall perform its obligations hereunder with respect to maintenance, repair and replacement of the Common Sewer Line and the costs thereof shall be Common Area Operating Costs to be prorated between MRV and Office Depot as provided in the Lease. Notwithstanding the foregoing, MRV shall be obligated to Warner to perform MRV's obligations under this Agreement.

7) In the event it shall become necessary to replace the Common Sewer Line, the parties hereto agree in good faith to cooperate jointly in such construction,

including granting of reasonable and necessary easements for the performance of such work or to maintain the Common Sewer Line as set forth herein.

8) The parties hereto jointly and severally agree to indemnify and hold the City, its officers and employees, harmless from and against any and all costs, damages or expenses associated with the operation, maintenance and repair of the Common Sewer Line, including all consequential damages related thereto. In addition, if it is determined by a court of competent jurisdiction that the parties have breached their obligations under this Agreement, the parties shall be jointly and severally liable for the City's costs of enforcing the terms of this Agreement, which enforcement costs shall include, without limitation, any attorney's fees, engineering or consulting costs, and the reasonable value of the services of City personnel involved in such enforcement efforts. Further, if a court of competent jurisdiction shall find that the continued use of the Common Sewer Line by both the MRV Property and the Warner Property constitutes a violation of applicable law, and if the finding of such violation is not based on either of the circumstances described in Paragraph 3 hereof, then, if such court shall impose any fines or penalties or assess any costs by reason of such violation, or if it shall order the installation of separate sewer service to the Warner Property or other work necessary to bring sewer service to the MRV Property and the Warner Property into compliance with applicable law, the parties agree that payment of any such fines, penalties or costs and/or performance of any such compliance work, including, without limitation, installation of separate sewer service to the Warner Property, shall be the joint and several obligation of the parties hereto.

9) All maintenance, repair and replacement required under this Agreement shall be done in accordance with then applicable City, county, state, or federal laws, rules or regulations pertaining thereto.

10) In the event either party hereto shall bring an action against the other to enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party its costs of suit and reasonable attorney's fees, as determined by the court, which amount shall be made part of any judgment rendered in such action.

11) Any notice, demand, request or other communication (herein a "Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, (ii) if sent by U.S. Mail, certified, return receipt request, with postage prepaid, on the date of receipt or refusal by the address as set forth on the return receipt, and (iii) on the date the notice is delivered by a nationally recognized courier service that provides a return receipt (including FedEx, Express Mail, UPS, or similar operation) to the address of the party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below.

MRV

MRV, Inc.  
2231 SW Wanamaker Road, Suite 300  
Topeka, Kansas 66614-4275  
Attention: Bruce L. Christensen, President

WARNER

Stanford F. Warner  
c/o Centennial RV  
2429 Highway 6/50  
Grand Junction, Colorado 81502

With a copy to:

David M. Scanga, Esq.  
Hoskin, Farina, Aldrich & Kampf  
P.O. Box 40  
200 Grand Ave., Suite 400  
Grand Junction, CO 81502

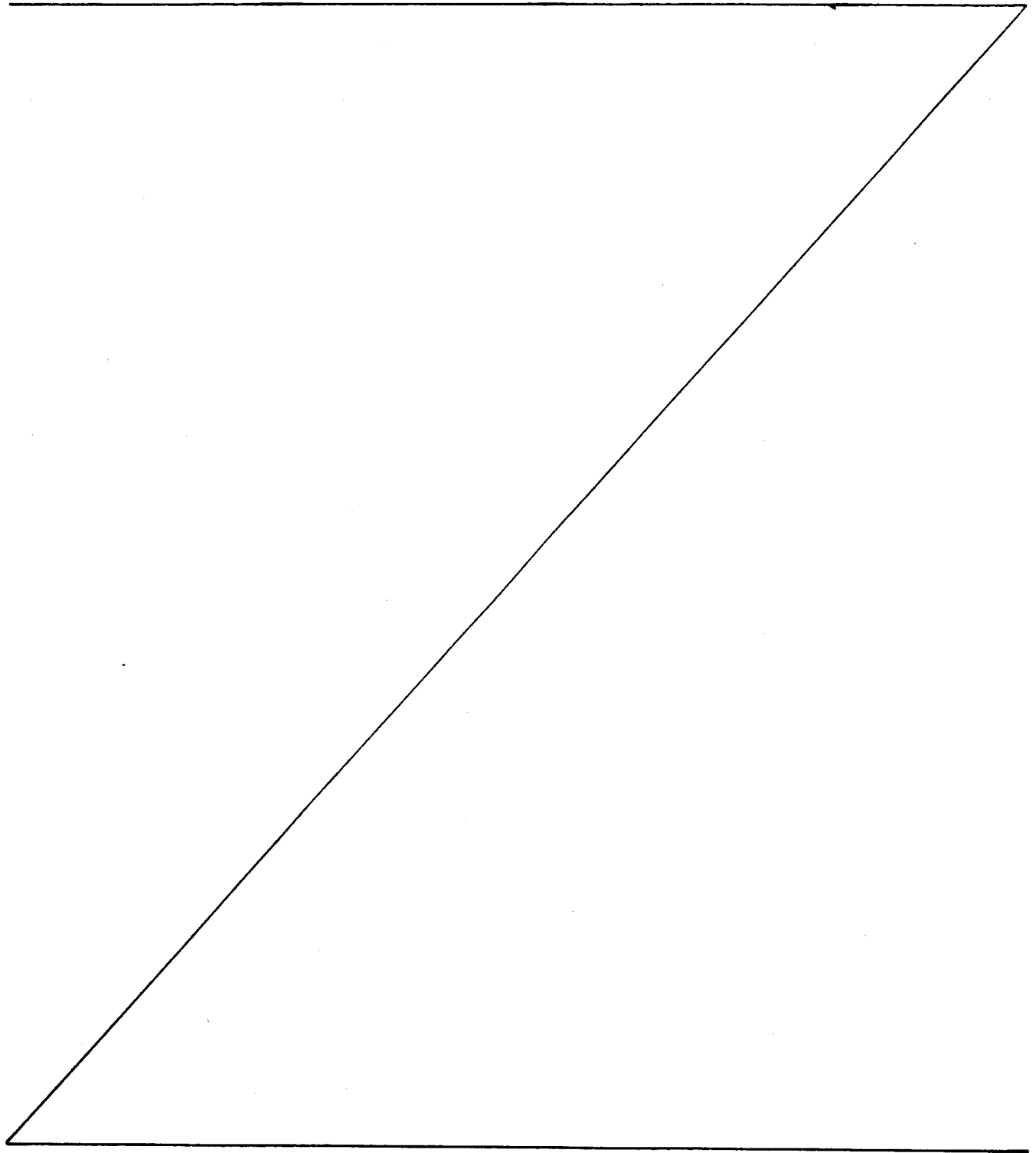
Each party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

12) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13) The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns who become owners of the properties described herein. This Agreement is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the properties burdened hereby.

14) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which

counterparts taken together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document, which shall be recorded.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it become effective on the day and year first above written.

MRV

MRV, Inc.,  
a Kansas corporation

By: Bruce L. Christenson  
Print Name: Bruce L. Christenson  
Title: President

WARNER

\_\_\_\_\_  
Stanford F. Warner

\_\_\_\_\_  
Donna K. Warner

**APPROVAL AS TO FORM AND CONTENT AND ACKNOWLEDGMENT OF AGREEMENT BETWEEN MRV AND OFFICE DEPOT WITH RESPECT TO OBLIGATIONS STATED IN PARAGRAPH 6 HEREOF:**

OFFICE DEPOT, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it become effective on the day and year first above written.

MRV

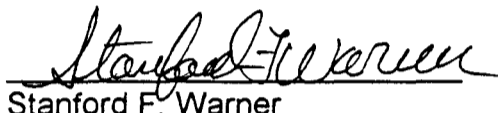
MRV, Inc.,  
a Kansas corporation

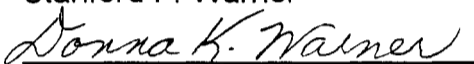
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WARNER

  
Stanford F. Warner

  
Donna K. Warner

**APPROVAL AS TO FORM AND CONTENT AND ACKNOWLEDGMENT OF AGREEMENT BETWEEN MRV AND OFFICE DEPOT WITH RESPECT TO OBLIGATIONS STATED IN PARAGRAPH 6 HEREOF:**

OFFICE DEPOT, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it become effective on the day and year first above written.

MRV

MRV, Inc.,  
a Kansas corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WARNER

\_\_\_\_\_  
Stanford F. Warner

\_\_\_\_\_  
Donna K. Warner

**APPROVAL AS TO FORM AND CONTENT AND ACKNOWLEDGMENT OF AGREEMENT BETWEEN MRV AND OFFICE DEPOT WITH RESPECT TO OBLIGATIONS STATED IN PARAGRAPH 6 HEREOF:**

OFFICE DEPOT, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print Name: Richard Blews

Title: Assistant Secretary

## EXHIBIT A

### LANDLORD'S PROPERTY LEGAL DESCRIPTION

Order File Number: 95-4-64K

The land referred to in this Commitment is described as follows:

A tract of land situated in the SE 1/4 NW 1/4 of Section 9 in Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows:

Commencing at a Mesa County brass cap at the Northeast Corner of said SE 1/4 NW 1/4, from whence a Mesa County brass cap at the N 1/4 Corner of said Section 9 bears N 00°11'55" E, 1317.86 feet; thence N 89°58'02" W, 690.71 feet to a non-tangent point of curvature on the Southerly Right-of-Way line of U.S. Highway 6 & 50; thence in a generally Southeasterly direction by and with said Southerly Right-of-Way line and along the arc of a curve deflecting to the right, a distance of 128.88 feet, said curve having a Central Angle of 01°18'09", a Radius of 5670.00 feet, a Chord Bearing of S 65°01'32" E, and a Chord Distance of 128.88 feet to the Point of Beginning. Thence continuing by and with said Southerly Right-of-Way line and along the arc of a curve deflecting to the right, a distance of 509.05 feet, said curve having a Central Angle of 05°08'38", a Radius of 5670.00 feet, a Chord Bearing of S 61°48'13" E, and a Chord Distance of 508.88 feet to a non-tangent point; Thence continuing by and with said Southerly Right-of-Way line the following 3 courses: S 33°36'48" W, 118.16 feet; Thence S 56°30'04" E, 60.50 feet; Thence N 88°02'56" E, 114.30 feet to a point 25.00 feet Westerly of the East line of the aforementioned SE 1/4 NW 1/4 Section 9; Thence departing said Southerly Right-of-Way line and running S 00°08'56" W, parallel to and 25.00 feet Westerly of said East line, a distance of 283.97 feet to the Northerly line of Denver and Rio Grande Western Lease Tract No. 18068; Thence N 56°23'12" W, by and with said Northerly line, 816.67 feet; Thence departing said Northerly line and running N 33°36'48" E, bounded Northwesterly by Tract A, 240.41 feet to the Point and place of Beginning,

Mesa County, Colorado.

## EXHIBIT B

### LEGAL DESCRIPTION OF WARNER PROPERTY

The land referred to in this policy is situated in the State of Colorado  
County of Mesa

and is described as follows:

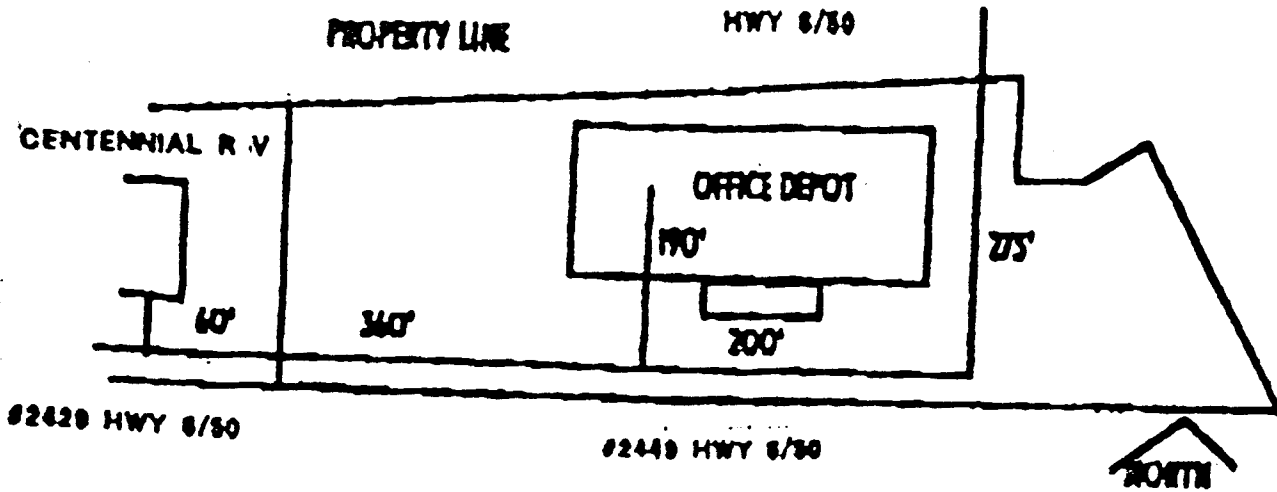
A tract of land situated in the SE1/4 NW1/4 and the NE1/4 NW1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:  
Commencing at a Mesa County brass cap at the Northeast corner of said SE1/4 NW1/4, from whence a Mesa County brass cap at the North quarter corner of said Section 9 bears North 00°11'55" East 1317.86 feet;  
thence North 89°58'02" West 690.71 feet to a non-tangent point of curvature on the Southerly right of way line of U.S. Highway 6 & 50;  
thence in a generally Southeasterly direction by and with said Southerly right of way line and along the arc of a curve deflecting to the right a distance of 128.88 feet, said curve having a central angle of 01°18'09", a radius of 5670.00 feet and the chord of which bears South 65°01'32" East, and a chord distance of 128.88 feet to the point of beginning;  
thence departing said Southerly right of way line South 33°36'48" West, bounded Southeasterly by Tract B, a distance of 240.41 feet to a point on the Northerly line of Denver and Rio Grande Western Lease Tract No. 18068;  
thence by and with said Northerly line, North 56°23'12" West 1318.07 feet;  
thence departing Northerly line, North 00°00'00" East 8.86 feet to a point on the arc of a curve upon the aforementioned Southerly right of way line;  
thence continuing in a generally Southeasterly direction by and with said Southerly right of way line and along the arc of a curve deflecting to the left a distance of 545.60 feet, said curve having a central angle of 05°23'23", a radius of 5800.00 feet and the chord of which bears South 64°40'48" East, a chord distance of 545.40 feet to a tangent point;  
thence continuing by and with said Southerly right of way line, South 67°22'30" East, 501.80 feet to a point of curvature;  
thence along the arc of a curve deflecting to the right, a distance of 145.24 feet, said curve having a central angle of 01°28'13", a radius of 5660.00 feet, a chord bearing of South 66°38'24" East, and a chord distance of 145.24 feet to a point of non-tangency;  
thence continuing by and with said Southerly right of way line South 89°58'02" East 24.42 feet to a point of curvature;  
thence continuing by and with said Southerly right of way line and along the arc of a non-tangent curve deflecting to the right, a distance of 128.88 feet, said curve having a central angle of 01°18'09", a radius of 5670.00 feet, a chord bearing South 65°01'32" East, and chord distance of 128.88 feet to the point of beginning.

EXHIBIT C

SANITARY UTILITY LINE DIAGRAM

~~Note:~~

SANITARY UTILITY LINE DIAGRAM: GRAND JUNCTION  
BOTH 2428 HWY 6/50 & 2449 HWY 6/50



GENERAL NOTES



1. APPLY HERBICIDE TO ALL (E) CRACKED PAVING (PER LOCAL, STATE AND FEDERAL REGULATIONS.
2. PROVIDE 2" ASPHALT OVERLAY IN ALL ASPHALT PAVING AREAS. PROVIDE 'PETROMAT' UNDER-LAYMENT IN ALL ASPHALT PAVING WEST OF A LINE ALONG THE EAST FACE OF THE BUILDING
3. NO SOILS REPORT OR OTHER SOILS DATA WAS AVAILABLE AT THE TIME OF PERMIT/BID ISSUE ON OCTOBER 15, 1995. SOILS SUFFICIENT FOR A SPREAD FOOTING DESIGN HAVE BEEN ASSUMED FOR STRUCTURAL FOUNDATION DESIGN (RE-STRUCTURAL) AT THE TIME OF EXCAVATION FOR FOOTINGS, THE GENERAL CONTRACTOR IS TO EMPLOY A SOILS ENGINEER TO VERIFY SOILS ADEQUACY FOR THE ASSUMED FOOTAGE DESIGN FOR THE NEW TRUCKWELL AND ENTRY CANOPY.
4. RESTORE TO WORKING CONDITION, THE ENTIRE EXISTING LANDSCAPE IRRIGATION SYSTEM. RESTORE EXISTING PLANT MATERIALS TO VIABLE CONDITION INCLUDING GRASS AND GROUND COVER AREAS. REPLACE PLANTINGS NOT VIABLE. ADJUST OR REVISE IRRIGATION TO SERVE ALL LANDSCAPE AREAS.
5. PROVIDE A FLOW TEST FOR THE 3 CLOSEST FIRE HYDRANTS TO THE BUILDING (ONE JUST TO WEST OF SITE). PROVIDE A UTILITY LINE COMPOSITE DRAWING AT 1"=30' SHOWING LOCATIONS AND SIZES OF EXISTING FIRE LINES. SUBMIT FLOW TEST AND UTILITY LINE INFORMATION TO HANK MASTERSON AT THE GRAND JUNCTION FIRE DEPARTMENT WITHIN 1 WEEK AFTER CONSTRUCTION STARTS.
6. PROVIDE COMPLETE FIRE SPRINKLING SHOP DRAWINGS AND SPECIFICATIONS DETAILING REVISIONS TO THE EXISTING FIRE SPRINKLER SYSTEM FOR COVERAGE OF ALL AREAS IN THE PRIMARY LEASE AREA. COPY TO HANK MASTERSON FOR REVIEW WITHIN 1 MONTH AFTER CONSTRUCTION START.
7. REVISE THE FENCE ADJACENT TO THE FIRE HYDRANT SOUTH OF THE BUILDING TO STOP 3 FEET SHORT OF THE FIRE HYDRANT FOR ACCESS CLEARANCE.
8. PROVIDE ALTERNATE PRICE FOR EXTENSION OF FIRE LINE FROM FIRE HYDRANT AT SOUTH OF BUILDING DIRECTLY TO 12" WATER LINE EAST OF THE HYDRANT.
9. PROVIDE ALTERNATE PRICE FOR EXTENSION OF THE SANITARY SEWER LINES EXITING THE BUILDING SOUTH, TO BE TAKEN DIRECTLY TO THE 18" SANITARY LINE EAST OF THE BUILDING.

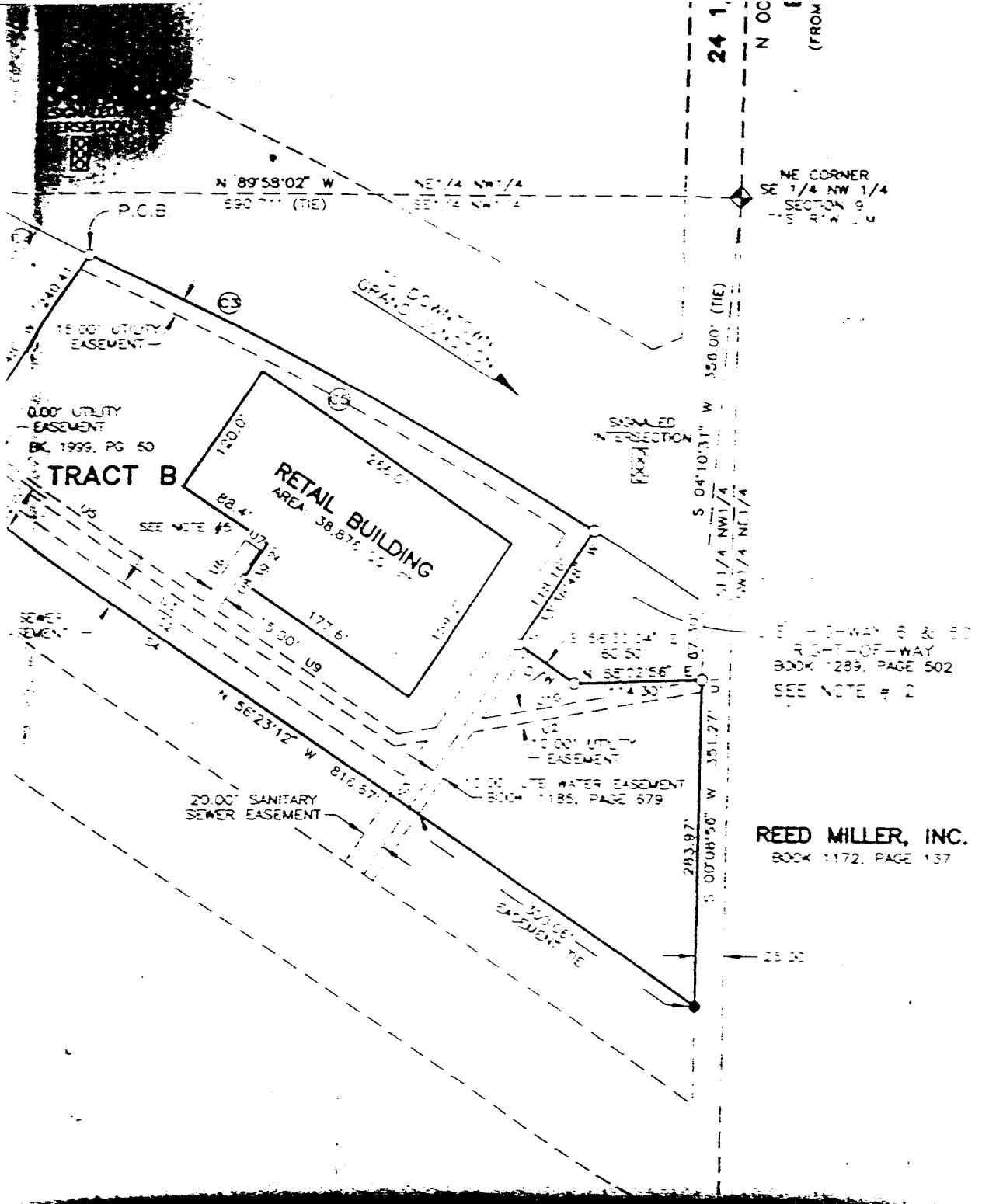
SA HALL SHOPPING CTR.

24 1/2 ROAD

partial A1.0  
addn #1  
10.20.95

PARKING:

OFFICE DEPOT AREA:	32,771 SF. X 1/200 =	164 SPACES
SUBLEASE AREA:	6908 SF. X 1/200 =	35 SPACES
TOTAL REQUIRED:		199 SPACES
TOTAL PROVIDED:		202 SPACES



Bearing of S65°01'32" E, and a Chord Distance of 78.88 feet to the Point of Beginning. Thence continuing by and with said Southerly Right-of-Way line and along the arc of a curve deflecting to the right, a distance of 509.05 feet, said curve having a Central Angle of 05°08'38", a Radius of 15670.00 feet, a Chord Bearing of S61°48'13" E, and a Chord Distance of 508.88 feet to a non-tangent point; Thence continuing by and with said Southerly Right-of-Way line the following three (3) courses: S33°36'48" W, 118.16 feet; Thence S56°30'04" E, 60.50 feet; Thence N88°02'56" E, 114.30 feet to a point 25.00 Westery of the East line of the aforementioned SE1/4 NW1/4 Section Nine; Thence departing said Southerly Right-of-Way line and running S00°08'56" W, parallel to and 25.00 feet Westery of said East line, a distance of 283.97 feet to the Northerly line of Denver and Rio Grande Western Lease Tract No.18068; Thence N56°23'12" W, by and with said Northerly line, 816.67 feet; Thence departing said Northerly line and running N33°36'48" E, bounded Northwesterly by Tract A, 240.41 feet to the Point and place of Beginning. Said Tract contains 4.22 Acres, more or less and is subject to all easements and/or rights-of-way both recorded and apparent.

**NOTES:**

1. TITLE INFORMATION SUPPLIED BY CLIENT, INCLUDING BUT NOT LIMITED TO, TRANSAMERICA TITLE INSURANCE COMPANY POLICY NO. 6812390, EFFECTIVE DATE OF 6-15-83 AND WESTERN COLORADO TITLE FILE #94-8-108K EFFECTIVE DATE 8-17-94.
2. BY LETTER DATED 12-12-86, STATE OF COLORADO GRANTS LANDSCAPING PERMIT WITH RESTRICTIONS ACROSS ADJOINING RIGHT-OF-WAY NEAR NORTHEAST CORNER OF TRACT B.
3. PREVIOUS ORIGINAL DESCRIPTION OF PROPERTY RECORDED AT BOOK 1815, PAGES 625 AND 626, MESA COUNTY RECORDS.
4. FOR FENCING, GATE LOCATIONS AND GENERAL PARKING LAYOUT SEE UTILITY COMPOSITE BY WESTERN ENGINEERS, INC., DRAWING NUMBER 3361-899-8, REVISED DATE OF 2-19-93.
5. EXISTING BURIED CABLE IS APPROX. ONE FOOT OUTSIDE EASEMENT ALONG LINE "U6".
6. REFERENCE IS MADE TO PREVIOUS SURVEY BY WESTERN ENGINEERS, DWG. NUMBER 3361-899-7, DATED 1-15-93.

**REED MILLER, INC.**  
BOOK 1172, PAGE 137

**PROPERTY SURVEY CERTIFICATION**

I, Richard A. Mason, do hereby certify to Patlan Corporation and Western Colorado Title Co. that this plat represents a true and correct survey of the property described and that the survey was made under my direct supervision and checking on Aug. 23, 1993.





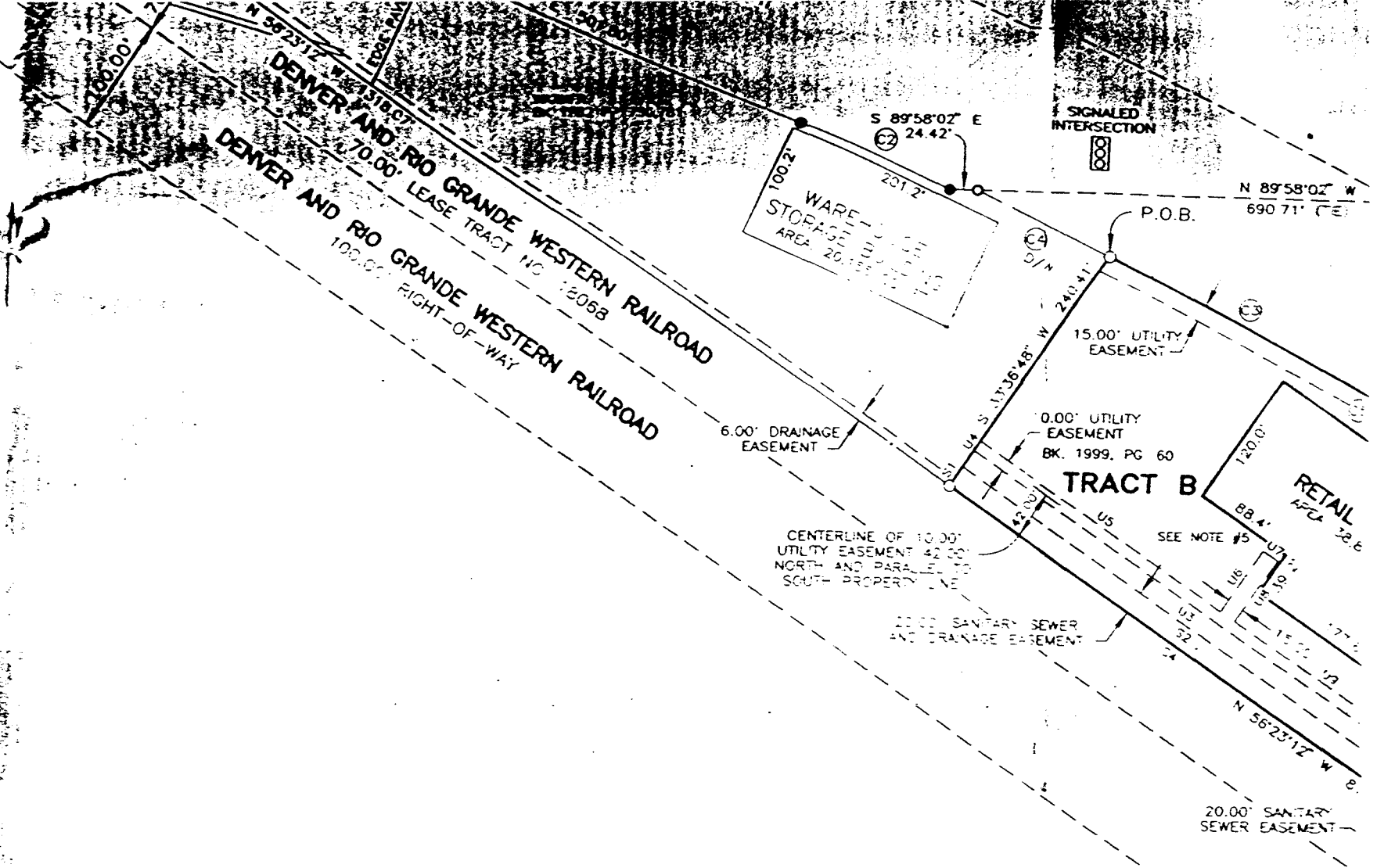
SCALE: 1"=100'

**LEGEND:**

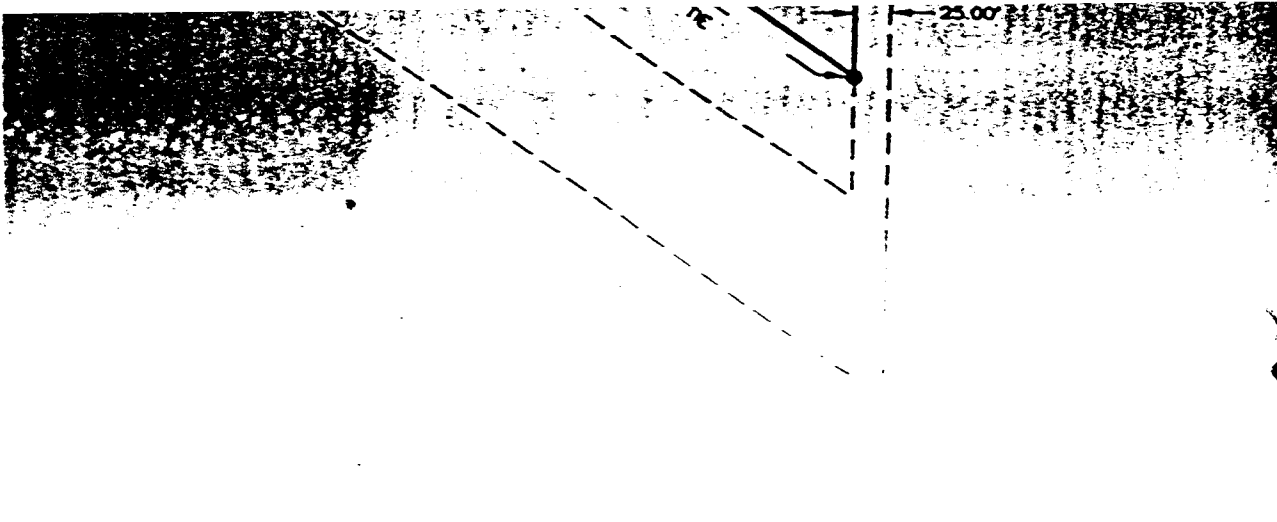
- ◆ - MESA COUNTY SURVEY MONUMENT
- - SET #5 REBAR W/CAP (L.S. 18469)
- - FOUND #5 REBAR W/CAP (L.S. 18469)
- - FOUND #5 REBAR

**UTILITY EASEMENT TRAVERSE TABLE**

LINE	DIRECTION	DISTANCE
U1	S 00°08'56" W	10.16'
U2	S 79°53'53" W	276.99'
U3	N 56°23'12" W	465.49'
U4	N 33°36'45" E	10.00'
U5	S 56°23'12" E	256.34'
U6	N 33°36'45" E	63.29'
U7	S 56°23'12" E	15.00'
U8	S 33°36'45" W	63.25'
U9	S 56°23'12" E	190.13'
U10	N 79°53'53" E	274.78'



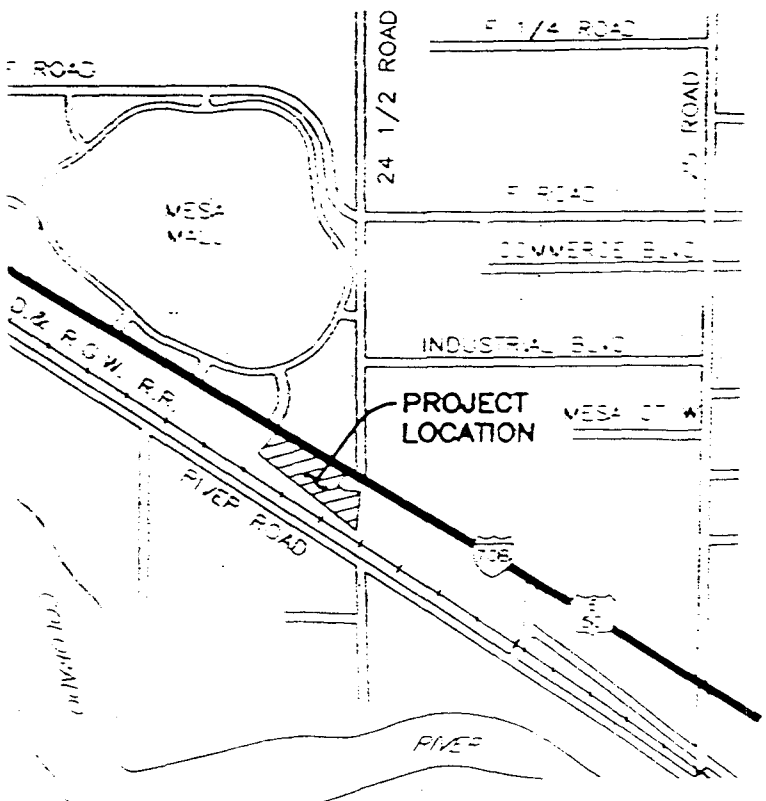




**PROPERTY SURVEY CERTIFICATION**

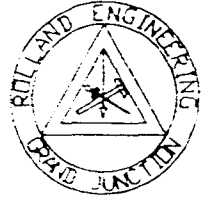
I, Richard A. Mason, do hereby certify to Patlan Corporation and Western Colorado Title Co. that this plat represents a true and correct survey of the property described and that the survey was made under my direct supervision and checking on Aug 23, 1994.

*Richard A. Mason* 8/20/94  
 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR  
 ANDREW MASON  
 18469  
 Richard A. Mason  
 Colorado License No. 18469



VICINITY MAP  
NOT TO SCALE

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 MESA COUNTY RECEPTION NO.: \_\_\_\_\_  
 FILING DATE: \_\_\_\_\_

	BOUNDARY SURVEY		
	<b>FOR PATLAN CORPORATION</b> OF PROPERTY LOCATED IN THE NW 1/ OF SEC. 9, T1S, R1W, UTE MERIDIAN CITY OF GRAND JCT., MESA COUNTY, COLORADO		
ROLLAND ENGINEERING 405 Ridges Blvd Grand Jct, CO 81503 (303) 243-8300	Designed RAM Drawn RAM	Checked RAM Date 8/19/94	Sheet 1 DF 1

**UTILITY EASEMENT TRAVERSE TABLE**

LINE	DIRECTION	DISTANCE
U1	S 00°08'56" W	10.16'
U2	S 79°53'53" W	276.99'
U3	N 56°23'12" W	465.49'
U4	N 33°36'48" E	10.00'
U5	S 56°23'12" E	256.34'
U6	N 33°36'48" E	63.29'
U7	S 56°23'12" E	15.00'
U8	S 33°36'48" W	63.25'
U9	S 56°23'12" E	190.13'
U10	N 79°53'53" E	274.78'

**SANITARY SEWER AND DRAINAGE EASEMENT TRAVERSE TABLE**

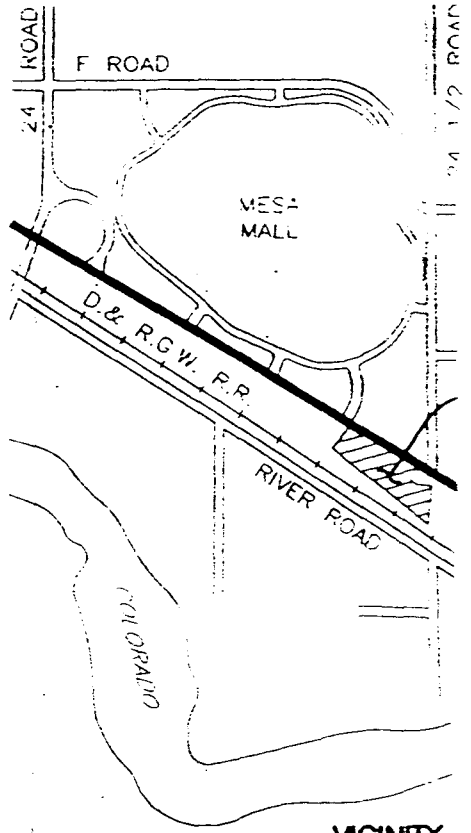
LINE	DIRECTION	DISTANCE
S1	N 33°36'48" E	20.00'
S2	S 56°23'12" E	486.61'
S3	S 33°36'48" W	20.00'
S4	N 56°23'12" W	486.61'

**CURVE DATA**

CURVE	RADIUS	LENGTH	CHORD BEARING	DISTANCE	DELTA
C1	5800.00'	545.60'	S 64°47'45" E	545.40'	05°23'23"
C2	5860.00'	145.24'	S 66°33'24" E	145.24'	01°28'13"
C3	5670.00'	637.93'	S 62°27'11" E	637.59'	06°26'47"
C4	5670.00'	128.88'	S 65°01'32" E	128.88'	01°18'09"
TRACT B PORTION OF CURVE 3					
C5	5670.00'	509.05'	S 61°48'13" E	508.88'	05°08'35"

**LEGEND:**

- ⚡ - MESA COUNTY SURVEY MONUMENT
- - SET #5 REBAR W/CAP (L.S. 18469)
- - FOUND #5 REBAR W/CAP (L.S. 18469)
- - FOUND #5 REBAR W/CAP (L.S. 17491)
- - WALL, FENCE, ETC.
- - PROPERTY LINE
- ⬆ - DRIVEWAY DESIGNATION



NOTICE: According to Colorado law you must compensate any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: The word "Certify" is understood to be an expression of Professional opinion by the Land Surveyor which is based on his best knowledge, information and belief. As such it constitutes neither a guarantee or warranty.

**VICINITY**  
NOT TO S

# BOUNDARY SURF.

MESA MALL MINOR SUBDI  
PLAT BOOK 14, PAGE 64

N 00°00'00" E  
8.86'

NOTE  
EXISTING CMP FOR  
DRAINAGE OF PROPERTY  
ESTABLISHED BY AGREEMENT  
WITH D & R.G.W. RR.

U.S. HIGHWAY 6 & 50  
60.00' RIGHT-OF-WAY

S 67°22'33" E 501.80'

DENVER AND RIO GRANDE WESTERN RAILROAD  
70.00' LEASE TRACT NO 18068  
100.00' RIGHT-OF-WAY

WARNER  
BK 1952 PP 780,781

WAREHOUSE  
STORAGE BUILDING  
AREA: 20,155 SQ. FT.

SIGNALLED  
INTERSECTION

N 89°58'02" W  
690.71' (TIE)

P.C.B.



6.00' DRAINAGE  
EASEMENT

15.00' UTILITY  
EASEMENT

10.00' UTILITY  
EASEMENT  
BK. 1999, PG. 60

TRACT B

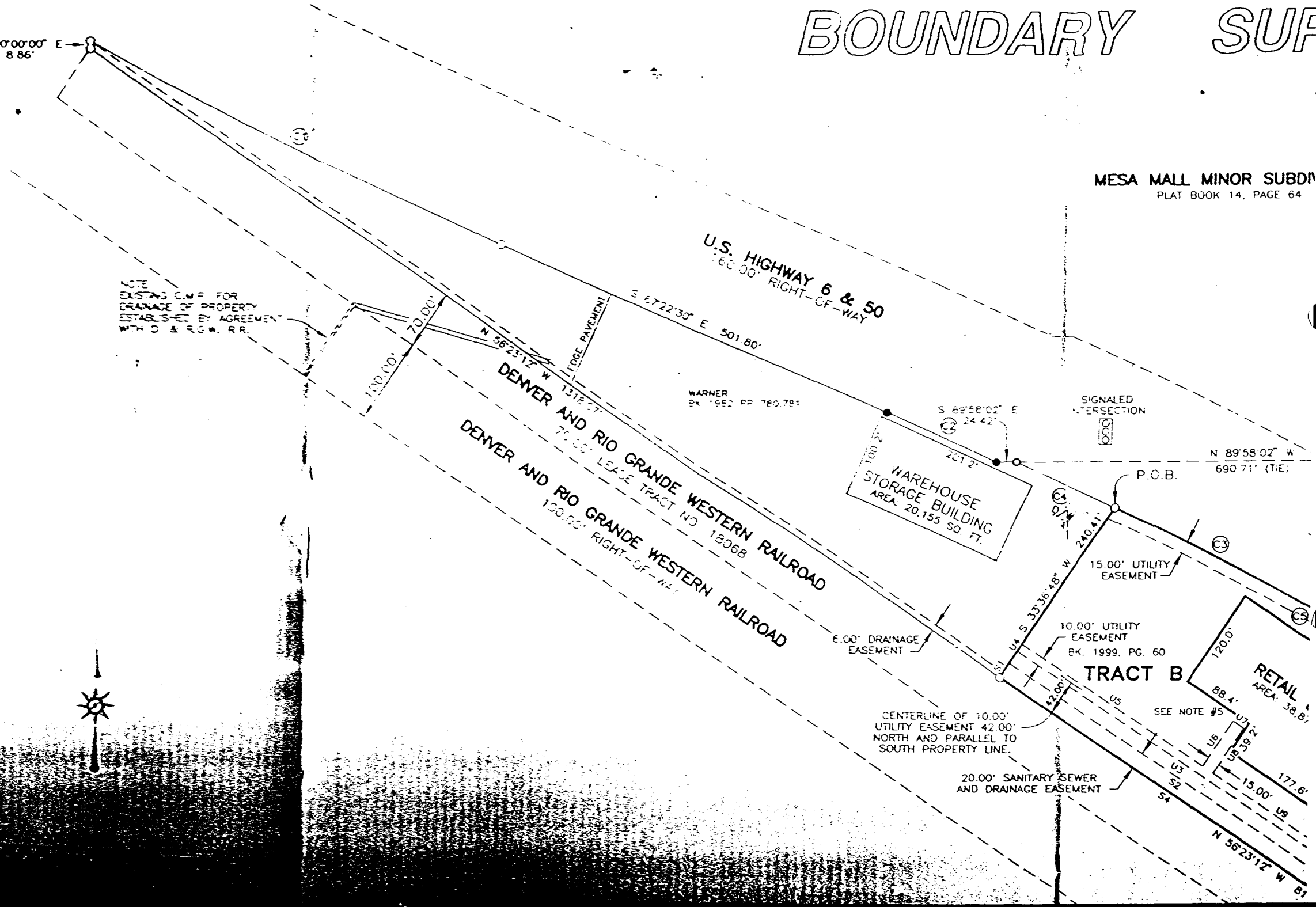
RETAIL  
AREA: 38.87'

CENTERLINE OF 10.00'  
UTILITY EASEMENT 42.00'  
NORTH AND PARALLEL TO  
SOUTH PROPERTY LINE.

20.00' SANITARY SEWER  
AND DRAINAGE EASEMENT

SEE NOTE #5

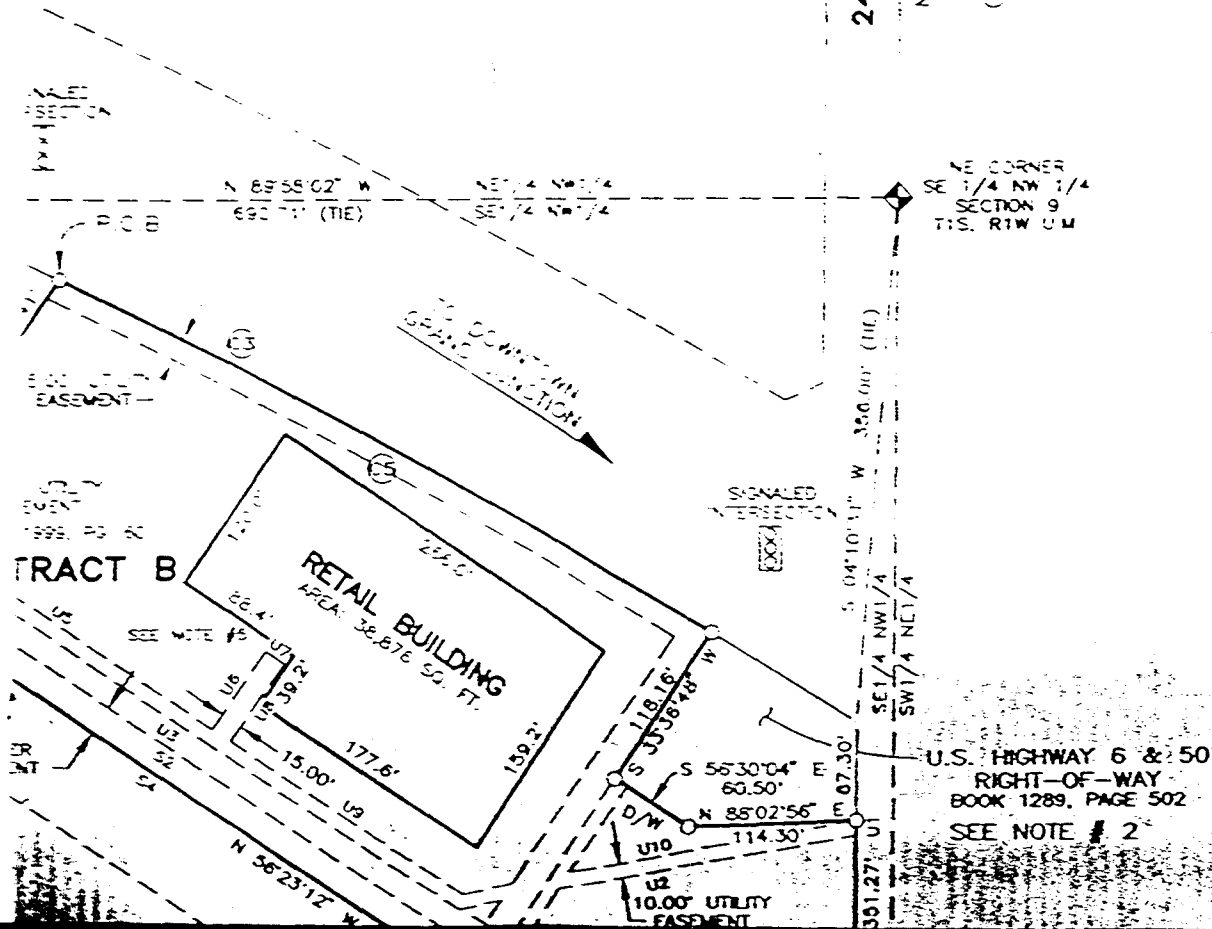
N 56°23'12" W  
21.5392'



# Y SURVEY

MESA MALL MINOR SUBDIVISION  
 PLAT BOOK 14, PAGE 64

N 1/4 COR.  
 SECTION 9  
 T1S, R1W U.M.



24 1/2 ROAD  
 1517.10' (M)  
 N 00°11'55\" E 1317.10' (R)  
 BASIS OF BEARING  
 (FROM MESA MALL MINOR SUBDIVISION)

SE CORNER  
 NW 1/4 NW 1/4  
 SECTION 9  
 T1S, R1W U.M.

U.S. HIGHWAY 6 & 50  
 RIGHT-OF-WAY  
 BOOK 1289, PAGE 502  
 SEE NOTE # 2

## PROPERTY DESCRIPTION

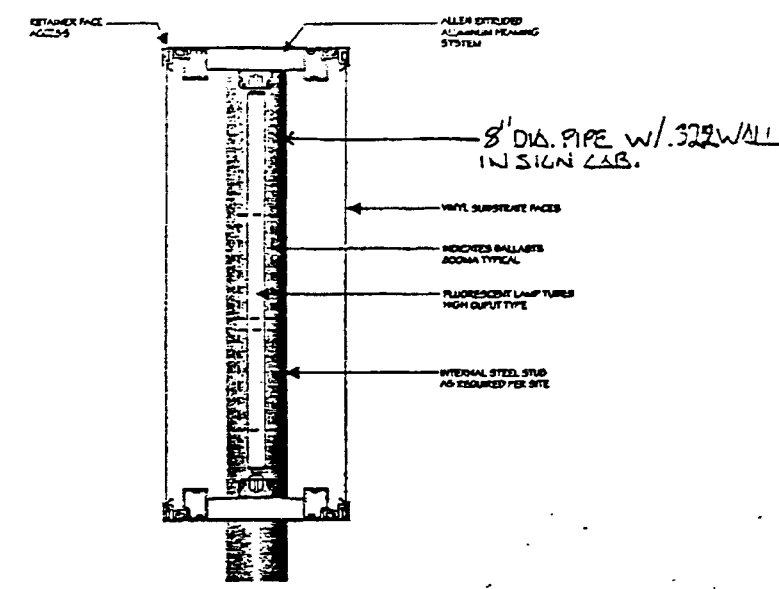
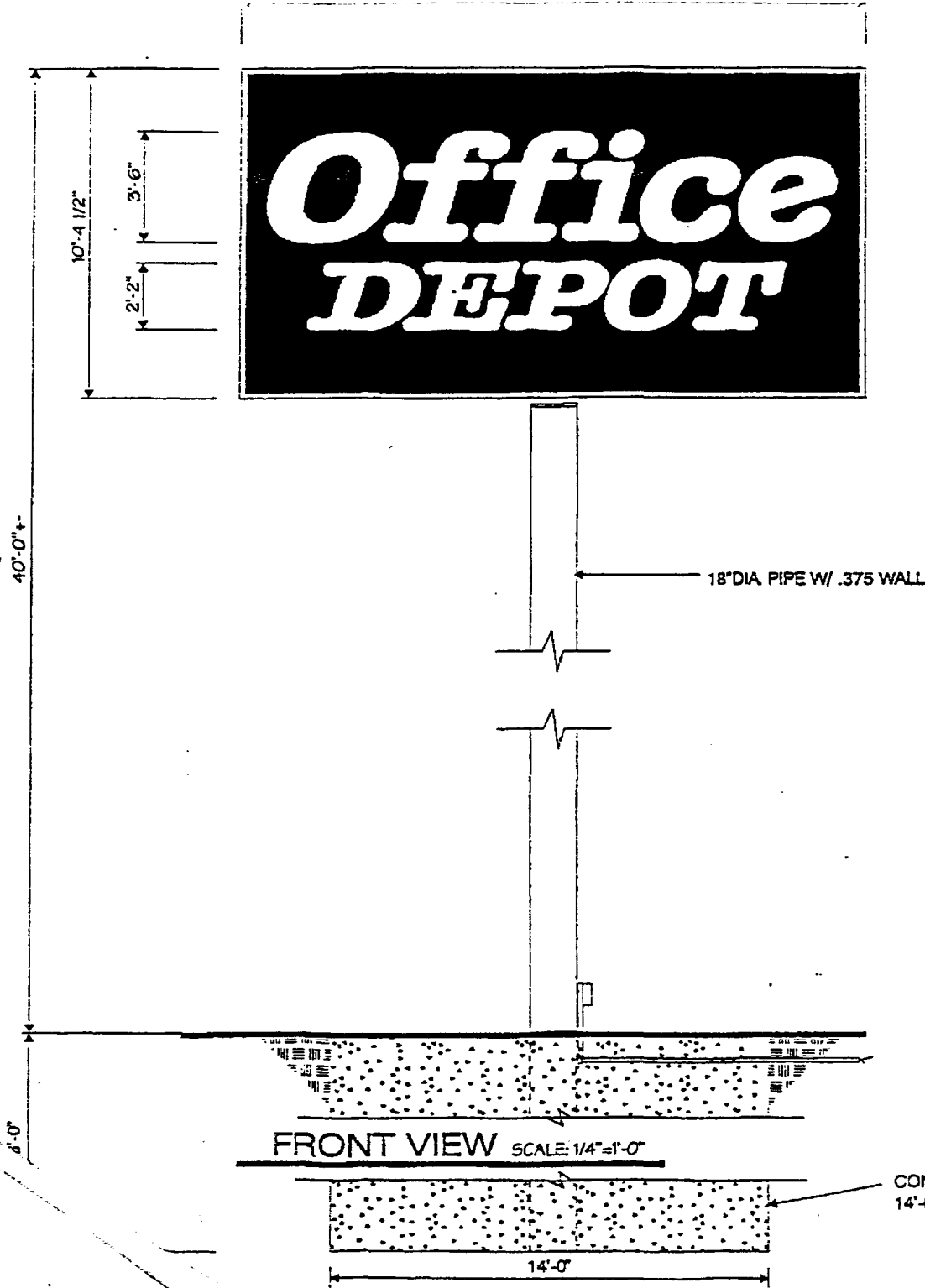
### TRACT B (BK 1982 PP 778, 779)

A tract of land situate in the SE1/4 NW1/4 of Section Nine in T1S, R1W of the Ute Meridian, Grand Junction, Mesa County, Colorado, more particularly, described as follows:

Commencing at a Mesa County brass cap at the N.E. Corner of said SE1/4 NW1/4, from whence a Mesa County brass cap at the N 1/4 Corner of said Section Nine bears N00°11'55\" E 1317.86 feet; thence N89°58'02\" W 690.71 feet to a non-tangent point of curvature on the Southerly Right-of-Way line of U.S. Highway 6 & 50; thence in a generally Southeasterly direction by and with said Southerly Right-of-Way line and along the arc of a curve deflecting to the right, a distance of 128.88 feet, said curve having a Central Angle of 01°18'09\", a Radius of 5670.00 feet, a Chord Bearing of S65°01'32\" E, and a Chord Distance of 128.88 feet to the Point of Beginning. Thence continuing by and with said Southerly Right-of-Way line and along the arc of a curve deflecting to the right, a distance of 509.05 feet, said curve having a Central Angle of 05°08'38\", a Radius of 5670.00 feet, a Chord Bearing of S61°48'13\" E, and a Chord Distance of 508.88 feet to a non-tangent point; Thence continuing by and with said Southerly Right-of-Way line the following three (3) courses: S33°36'48\" W, 118.16 feet; Thence S56°30'04\" E, 60.50 feet; Thence N88°02'56\" E, 114.30 feet to a point 25.00 Westerly of the East line of the aforementioned SE1/4 NW1/4 Section Nine; Thence departing said Southerly Right-of-Way line and running S00°08'56\" W, parallel to and 25.00 feet Westerly of said East line, a distance of 283.97 feet to the Northerly line of Denver and Rio Grande Western Lease Tract No.18068; Thence N56°23'12\" W, by and with said Northerly line, 816.67 feet; Thence departing said Northerly line and running N33°36'48\" E, bounded Northwesterly by Tract A, 240.41 feet to the Point and place of Beginning. Said Tract contains 4.22 Acres, more or less and, is subject to all easements and/or rights-of-way both recorded and apparent.

### NOTES:

- 1). TITLE INFORMATION SUPPLIED BY CLIENT, INCLUDING BUT NOT LIMITED TO, TRANSAMERICA TITLE INSURANCE COMPANY POLICY NO. 6812390, EFFECTIVE DATE OF 6-15-83 AND WESTERN COLORADO TITLE FILE #94-8-108K EFFECTIVE DATE 8-17-94.
- 2). BY LETTER DATED 12-12-86, STATE OF COLORADO GRANTS LANDSCAPING PERMIT WITH RESTRICTIONS ACROSS ADJOINING RIGHT-OF-WAY NEAR NORTHEAST CORNER OF TRACT B.
- 3). PREVIOUS ORIGINAL DESCRIPTION OF PROPERTY RECORDED AT BOOK: 1815, PAGES 625 AND 626, MESA COUNTY RECORDS.
- 4). FOR FENCING, GATE LOCATIONS AND GENERAL PARKING LAYOUT, SEE UTILITY COMPOSITE BY WESTERN ENGINEERS, INC., DRAWING NUMBER 3361-899-8, REVISED DATE OF 2-19-93.



**SECTION DETAIL**  
NOT TO SCALE

**GENERAL SPECS.**

DOUBLE FACE ILLUMINATED PYLON SIGN  
 CABINET: FABRICATED OF EXTRUDED ALUMINUM W/ ALUMINUM COMPONENTS.  
 FACES: FLEXIBLE SUBSTRATE W/ DECORATION ON 1ST. SURFACE.

ILLUMINATION: 5Y H.O. FLUORESCENT LAMPS 12" O.C. 800 M.A.  
 BALLAST REQD.

ELECTRIC: 120 VOLT 20 AMP PRIMARY ELECT. CRTS BROUGHT TO SIGN  
 & FINAL HOOK UP BY BUYER.

SUPPORT: STEEL PIPE & CONCRETE FOUNDATION PER . ENGINEERS SPEC.

- COLORS:
- CABINET & RETAINERS — MATCH RED MAT. POLY (3630-73)
  - SUPPORT STEEL — MATCH RED MAT. POLY (3630-73)
  - FACE BKG. — MATCH RED (3630-73)
  - \* COPY — WHITE

FOR PRESENTATION ONLY  
 Not For Plant Use

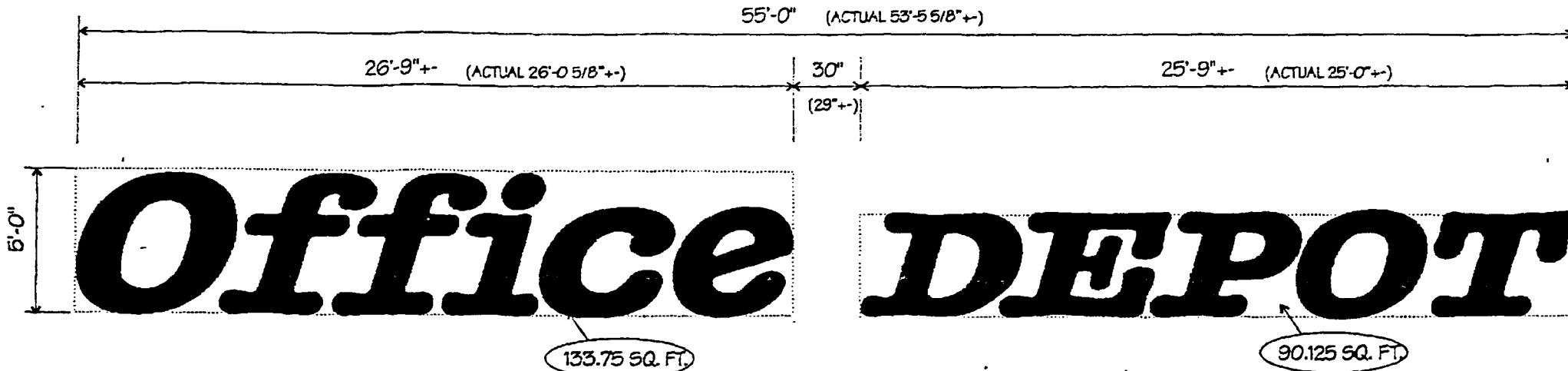


DESIGNED FOR: OFFICE DEPOT  
 PROJECT LOCATION: 2449 US HWY 66 50, GRAND JUNCTION, CO.  
 SALES AGENT: LANCE GUY  
 CLIENT APPROVAL:

DRAWING NO: 7637  
 DATE: 10-24-95  
 DRAWN BY: D.R. FOSI  
 SCALE: NOTED  
 CHECKED BY:  
 FILE NO.: 7637  
 SHEET 1 OF 1

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**ALLEN DISPLAYS, INC.**  
 PENINSULAR SIGN DIVISION 11351 49th ST. NO. CLEARWATER, FL 34622 (813) 573-3076  
 REVISIONS / REMARKS



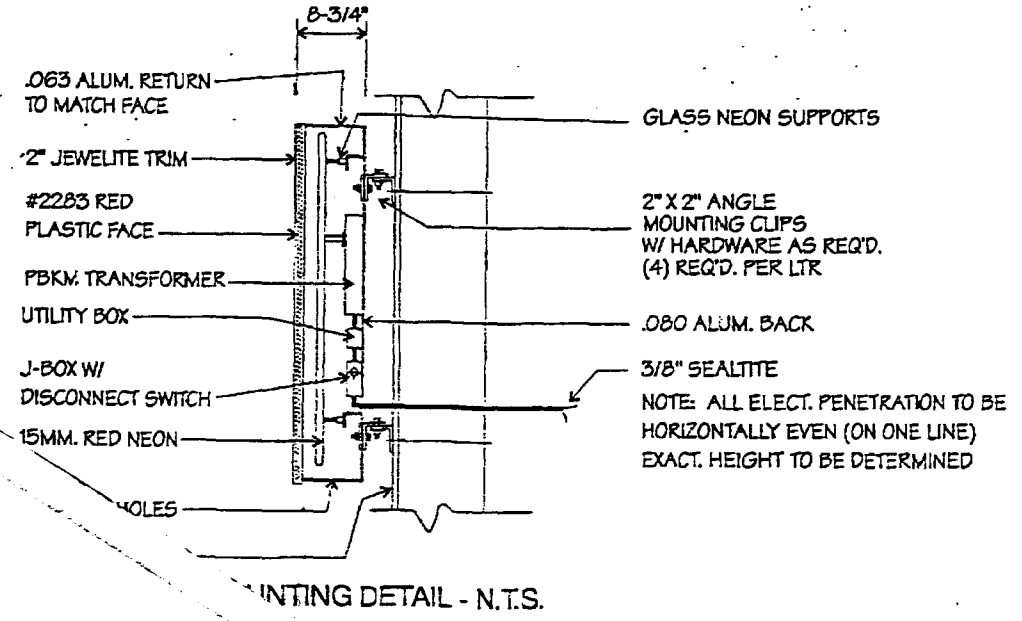
**(81) (82) COPY LAYOUT** TOTAL SQ. FT. 223.875  
SCALE: 1/4" = 1'-0"

**(81) (82) GENERAL SPECIFICATIONS**

ILLUMINATED CHANNEL LETTER DISPLAY  
 LETTERS TO BE .063 ALUMINUM RETURNS W/ .080 ALUMINUM BACKS  
 FACES TO BE FLAT CUT OUT PIGMENTED PLASTIC W/ 2" JEWELITE  
 RETAINERS  
 ILLUMINATION BY 15MM. NEON W/ 30 MA. TRANSFORMERS MOUNTED  
 IN LETTERS

ELECTRIC: 120 VOLT, 20 AMP PRIMARY ELECTRIC CKTS. BROUGHT TO  
 SIGN LOCATION & FINAL CONNECTION BY BUYER

COLORS:  
 FACES - RED #2283  
 JEWELITE - RED TO MATCH #2283  
 RETURNS - RED TO MATCH #2283  
 NEON - RED 15MM.



COPY	M.M.	COLOR	UNITS	TOTAL FT.	TRANSFORMER	WATTS	AMPS
O	15	RED	4	34'-0"	9000/30	140	2.4
	15	RED	3	26'-6"	9000/30	140	2.4
F	15	RED	2	16'-0"	6000/30	94	1.6
	15	RED	2	20'-0"	6000/30	94	1.6
F	15	RED	2	16'-0"	6000/30	94	1.6
	15	RED	2	20'-0"	6000/30	94	1.6
I	15	RED	3	26'-6"	9000/30	140	2.4
	15	RED	2	20'-6"	7500/30	117	2.0
E	15	RED	3	25'-6"	7500/30	117	2.0
	15	RED	2	19'-6"	6000/30	94	1.6
D	15	RED	3	27'-6"	9000/30	140	2.4
E	15	RED	3	33'-6"	9000/30	140	2.4
P	15	RED	3	27'-0"	9000/30	140	2.4
O	15	RED	3	23'-0"	7500/30	117	2.0
T	15	RED	2	22'-0"	7500/30	117	2.0



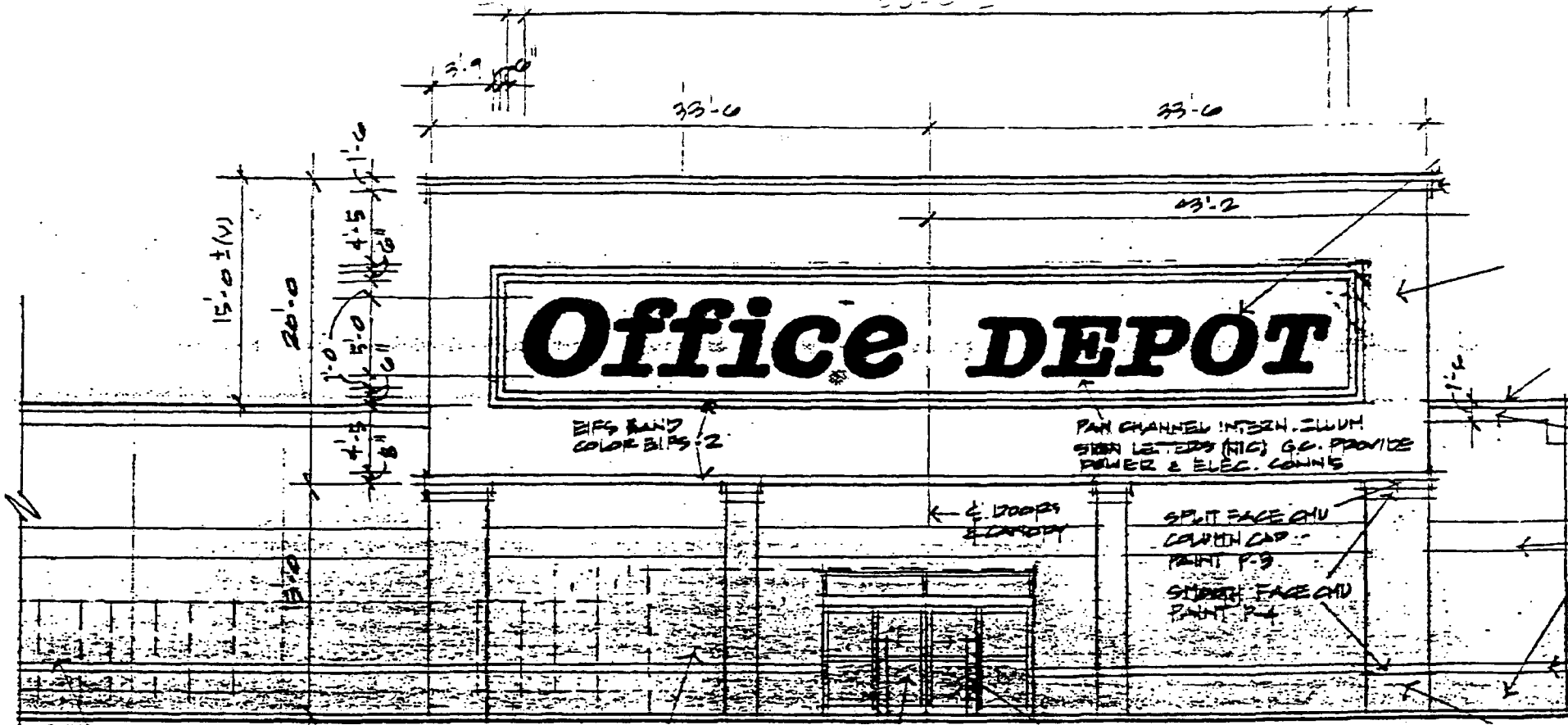
FOR PRESENTATION ONLY  
 Not For Plant Use

DESIGNED FOR: OFFICE DEPOT  
 PROJECT LOCATION: 2449 US HWY 6 & 50, GRAND JUNCTION, CO.  
 SALES AGENT: LANCE OJI  
 CLIENT APPROVAL

DRAWING NO.: 7637  
 DATE: 10/24/95  
 DRAWN BY: D.R. FOC  
 SCALE: NOTED  
 CHECKED BY:  
 W.O. NO.:  
 FILE NO.: 7637A  
 SHEET 2 OF 4

ALLEN DISPLAYS, INC.  
 11951 49TH ST. NO. CLEARWATER, FL 34622 (813) 573-0076  
 REMVISIONS / REMARKS

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(B) EAST ELEVATION  
 15'-0" ±(V)

SEE PAGE 2 OF 4 FOR DETAILS

FOR PRESENTATION ONLY  
 Not For Plant Use



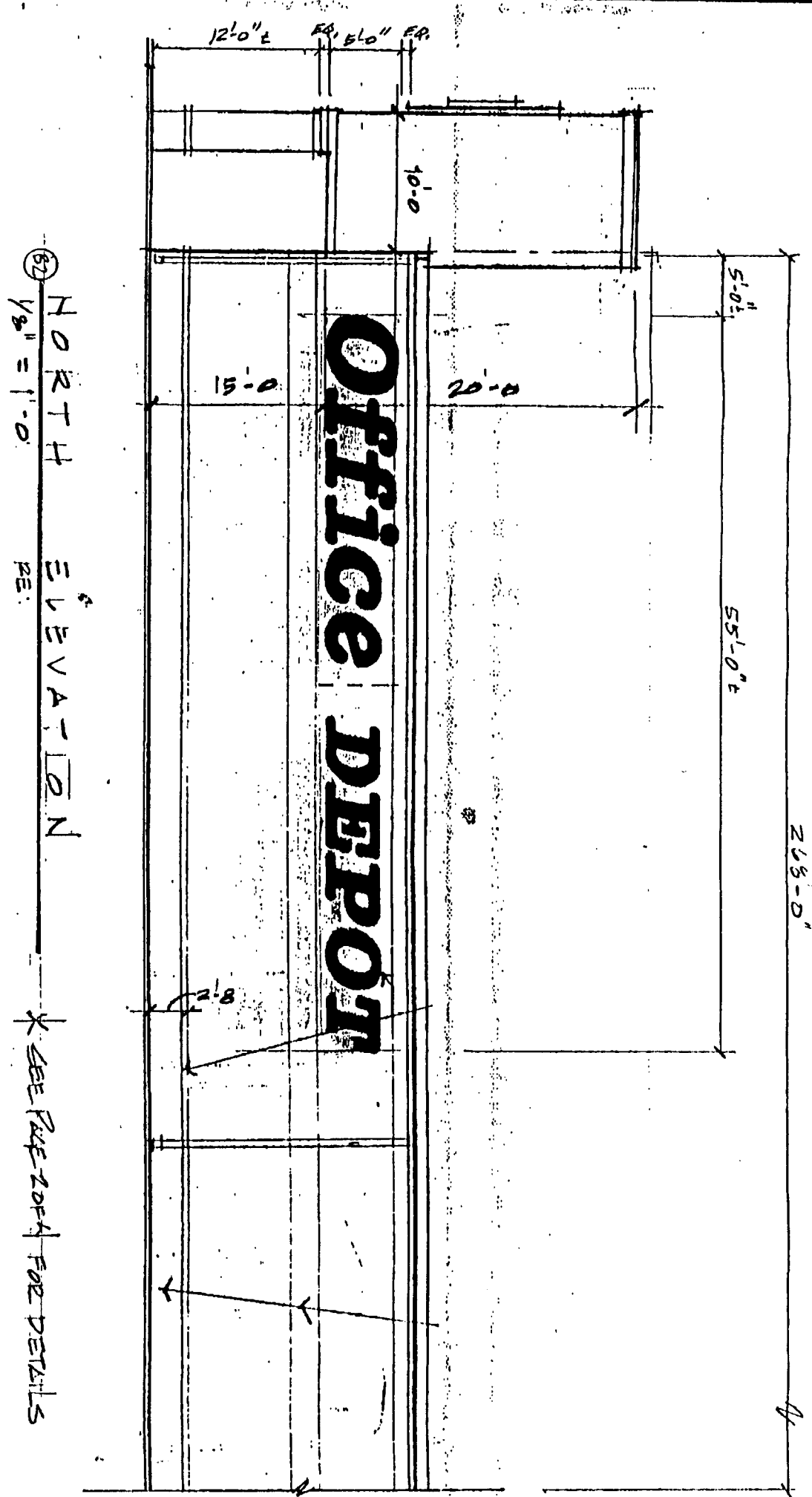
DESIGNED FOR: OFFICE DEPOT  
 PROJECT LOCATION: 2419 US HWY 61 BO GRAND JUNCTION CO  
 SALES AGENT: LAKE EIS GRAND JUNCTION CO  
 CLIENT APPROVAL

DRAWING NO: 76  
 DATE: 10-24  
 DRAWN BY: DR  
 SCALE: 1/8" = 1'-0"  
 CHECKED BY:  
 W.O. NO.:  
 FILE NO.:  
 SHEET 3 OF

**ALLEN DISPLAYS, INC.**

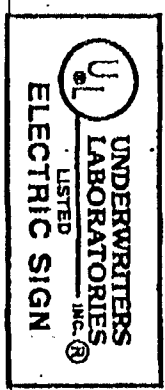
REVISIONS / REMARKS

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⑤2 NORTH ELEVATION  
 1/8" = 1'-0"

FOR PRESENTATION ONLY  
 Not For Plant Use



**ALLEN DISPLAYS, INC.**

REVISIONS / REMARKS

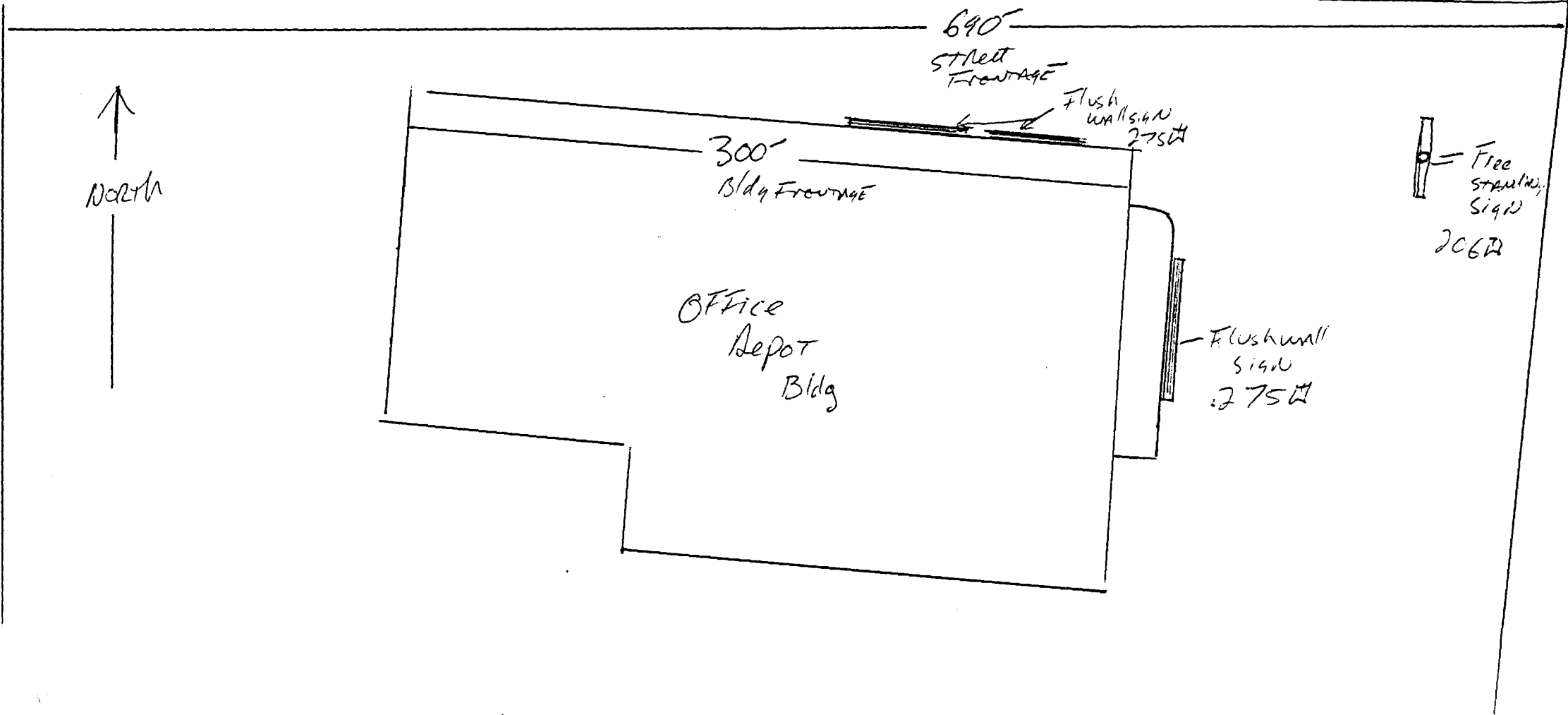
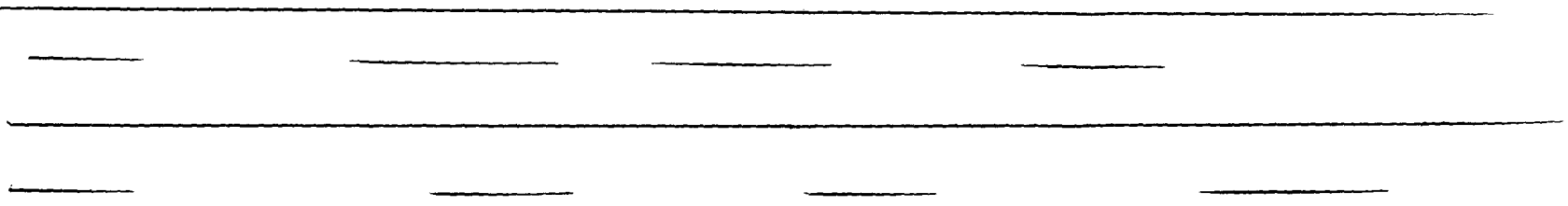
DESIGNED FOR: OFFICE DEPOT  
 PROJECT LOCATION: 2449 US HWY 6 & 50  
 SALES AGENT: GLENN GRAND JUNCTION, CO.  
 CLIENT APPROVAL:

DRAWING NO.: 763  
 DATE: 10/24/91  
 DRAWN BY: D.E.F.  
 SCALE: NOTED

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CHECKED BY:  
 W.O. NO.:  
 FILE NO.:  
 SHEET 4 OF 21





# REVIEW COMMENTS

Page 1 of 2

FILE #SPR-95-175

TITLE HEADING: Site Plan Review - Office Depot

LOCATION: 2446 Highway 6 & 50

PETITIONER: Richard T. Will

PETITIONER'S ADDRESS/TELEPHONE: Equiventures  
1775 Sherman, #1450  
Denver, CO 80203  
303-830-6644

PETITIONER'S REPRESENTATIVE: SEM Architects

STAFF REPRESENTATIVE: Michael Drollinger

---

**NOTE: WRITTEN RESPONSE (4 COPIES) BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED. A PLANNING CLEARANCE WILL NOT BE ISSUED UNTIL ALL ISSUES HAVE BEEN RESOLVED.**

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**MESA COUNTY BUILDING DEPARTMENT**

**10/3/95**

**Bob Lee**

**244-1656**

We have had some involvement in this project. A building permit is required for the renovations. We need 2 sets of sealed plans for our plan review. Other requirements will be determined at the time of plan review.

**CITY DEVELOPMENT ENGINEER**

**10/5/95**

**Jody Kliska**

**244-1591**

1. Transportation Capacity Payment - no additional trips over car dealership use - no fee.
2. What is the sublease area listed under parking referred to?

**GRAND JUNCTION FIRE DEPARTMENT**

**10/10/95**

**Hank Masterson**

**244-1414**

1. A fire flow survey is required - submit complete stamped building plans to the Fire Department for this purpose and for our plan review.
2. A flow test of area hydrants will be required - petitioner must contact the Fire Department to schedule a time for this test. A utility composite showing locations and sizes of existing fire lines is required.
3. The existing fire sprinkler system will need to be modified to accommodate the remodel of this building. Additions to the system will be required to ensure coverage of all areas. Have your sprinkler contractor submit complete plans and specifications for all system changes to the Fire Department for our review and approval.
4. The fire hydrant on the south side of the property is too close to the chain link fence - hydrant must have 3' clearance on all sides.

**CITY UTILITY ENGINEER**

**10/12/95**

**Trent Prall**

**244-1590**

---

WATER - UTE

1. What size of line is serving the fire hydrant. May want to reconfigure so that hydrant is feed directly off of 12" line.

SEWER - CITY

1. Please contact Utility Billing (244-1580) for more information regarding potential change in plant investment fees for sewer. The following information will be requested by Utility Billing:  
1. number of employees and 2. Number of thousands of square feet.
2. Pursuant to City of Grand Junction Municipal Code 38-39, a separate sewer service line is required for each lot. As the current 4" sanitary on the south side of the property services the property to the west, Office Depot will be required to reconfigure their sewer service lines to tie into the existing 18" sanitary sewer on the east side of the store.

**COMMUNITY DEVELOPMENT DEPARTMENT**

**10/11/95**

**Kristen Ashbeck**

**244-1437**

---

See attached.

### **PARKING**

- 1) Total number of parking spaces provided appears adequate, however, in order to calculate the exact requirement need to know the square footage of sales area only (exclude any office space, storage rooms, restrooms, etc). Will the "sub-lease" area also be retail space? If not, what is proposed use? If so, need square footage of sales area only for this space as well.
- 2) ADA requirement for accessible parking spaces is 1 per 25--this plan requires 8 accessible spaces (only 6 shown on plan).
- 3) Will entire parking area be resurfaced or just restriped?

### **LANDSCAPING**

- 1) Need to provide a more detailed landscape plan that indicates what plantings, groundcovers will be in the areas to be restored? Does restoration mean any new plantings? Provide size & number of plantings for each of the restored areas.
- 2) All landscaped areas must be irrigated with an underground, pressurized irrigation system. Indicate on the landscape plan that this exists or will be provided in all planting areas (including parking end-islands).
- 3) Landscaping must be provided out to the pavement edge of Hwy 6 & 50 (including within the 6 & 50 right-of-way).
- 4) What is happening to existing landscaping along the eastern property line? There appear to be at least trees in this area. Suggest that this area also be "restored".

### **SIGNAGE**

- 1) Total sign allowance for the parcel based on the street frontage of 812.7 feet (637.9 + 60.5 + 114.3) is 1,219 square feet. Of this, the total wall signage (based on building frontage of 268 feet) may not exceed 536 square feet. The parcel is allowed one (1) freestanding sign which may not exceed 300 square feet per face.
- 2) Based on these calculations, the signage proposed exceeds the various allowances: 1) the pylon sign is proposed to have 385 square feet per face (may not exceed 300 square feet); and 2) the total wall signage proposed is 550 square feet (may not exceed 536 square feet).
- 3) Detailed drawings of the proposed signage will need to address this at the time the applicant applies for sign permits.

### **OTHER**

- 1) Is there any screening for dumpster and compactor? Please provide detail.

*Need  
plan*



October 26, 1995

Rick Will  
1700 Broadway #300  
Denver, CO 80290  
(303)-764-6116  
Fax (303)-830-7576

City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (970)244-1599

**Project: Office Depot (SPR-95-175)**

**Subject: Sewer Requirements**

Dear Mr. Will,

Per your request, I, along with the advice of fellow staff, have reviewed your request to reconsider the requirement that a separate service line be constructed pursuant to City of Grand Junction Municipal Code 38-39.

Section 38-39 was written to alleviate disputes between property owners over maintenance of common service lines.

After further consideration, there are two alternatives for the Office Depot site:

1. A recordable maintenance agreement addressing the responsibilities for maintenance of the joint service line. Said agreement shall be reviewed by the City of Grand Junction Utility staff prior to a Certificate of Occupancy being issued.
2. Construct separate service line per Municipal Code 38-39. This has the added advantage of explicit ownership of the service line as well as the maintenance responsibilities for the service line.

It should be understood that regardless of which alternative is chosen, the City of Grand Junction will NOT accept any responsibility for the maintenance of the line.

A Certificate of Occupancy will not be issued prior to this issue being addressed. If you have any questions regarding the above, please call me at 244-1590.

Sincerely,

A handwritten signature in black ink, appearing to read "Trent Prall".

Trent Prall, P.E.  
Utility Engineer  
City of Grand Junction

cc: Jim Shanks, Public Works and Utilities Director  
Greg Trainor, Utilities Manager  
John Shaver, Asst. City Attorney  
Kristen Ashbeck, City Community Development Dept.

I:\PW\_UTIL\APWDOC\UTILREV\W\OFFICEDE.PT



October 26, 1995

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

Mr. Jim Carney  
SEM Architects Inc.  
The Quorum at DTC  
7935 E. Prentice Avenue Suite 102  
Englewood, Colorado 80111

RE: Office Depot #2450  
2449 Highway 6 & 50, Grand Junction

Dear Jim,

City staff has reviewed your response to comments on the project referenced above and have the following outstanding requirement prior to issuing a Planning Clearance for a Building Permit:

- 1) submit one (1) full size copy of a revised site plan that includes revised notes with notes regarding landscape and irrigation system restoration and revised signage information.

Once construction is complete, a Certificate of Occupancy for the building shall not be issued until the following requirements have been met:

- 1) provide a recordable letter of agreement regarding sewer service per comments by Mr. Trent Prall, Utilities Engineer (see attached letter).
- 2) landscaping and irrigation system have been restored per the plan or an Improvements Agreement and Guarantee for the completion of this work has been executed; and
- 3) removal of three feet of fencing on either side of the fire hydrant.

Please do not hesitate to contact me if you have questions regarding these requirements.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristen", followed by a horizontal line.

Kristen Ashbeck  
Planner



City of Grand Junction, Colorado

250 North Fifth Street

81501-2668

FAX: (970)244-1599

February 20, 1996

David M. Scanga c/o  
Hoskin, Farina, Aldrich and Kampf  
P.O. Box 40  
Grand Junction, 81502

FEB 20 REC'D

Project: **Office Depot**

Subject: Sanitary sewer line maintenance agreement consent

Dear Mr. Scanga,

The City of Grand Junction consents to the terms of the agreement recorded at B2203 P355-369.

Sincerely,

A handwritten signature in black ink, appearing to read "Trent Prall".

Trent Prall, P.E.  
Utility Engineer

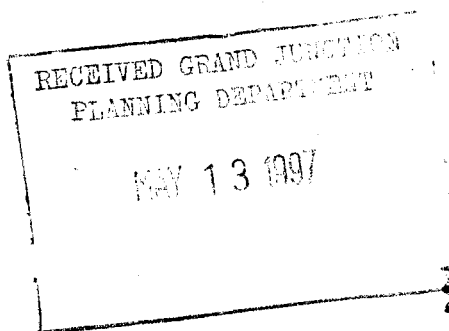
cc: Jim Shanks, Director of Public Works and Utilities  
John Shaver, Asst City Attorney  
Kristen Ashbeck, Community Development



City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (970)244-1599

May 13, 1997

David Scanga  
Hoskin, Farina, Aldrich and Kampf  
200 Grand Avenue, Suite 400  
PO Box 40  
Grand Junction, CO 81502



Project:  Office Depot (SPR-95-175)

---

Subject: Verified separate sewer service lines to 2429 and 2449 Highway 6 & 50

On Monday, May 12, the Persigo Wash Treatment Plant television crews verified the existence of two, separate, sewer service lines for 2429 Highway 6 & 50 (Centennial RV) and 2449 Highway 6 & 50 (Office Depot site). Based on this new information, the agreement recorded at the Mesa County Clerk and Records office in Book 2203, pages 355-369 appears to be unnecessary.

Please contact me at 244-1590 if this agreement is voided or if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Trent Prall".

Trent Prall, P.E.  
City Utility Engineer

✓ cc: Kristen Asbeck, City Community Development Department

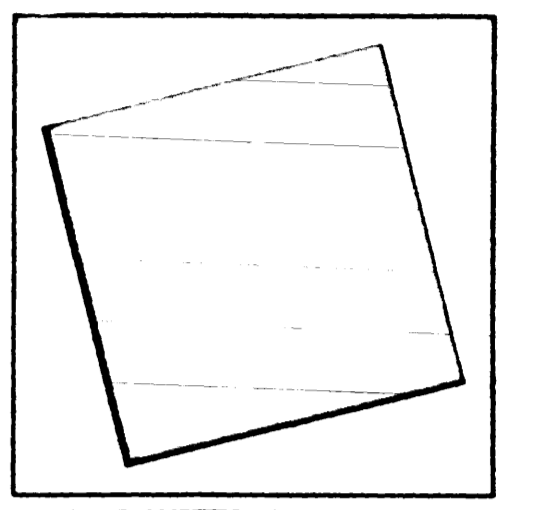


GENERAL NOTES

1. APPLY HERBICIDE TO ALL (E) CRACKED PAVING (PER LOCAL, STATE AND FEDERAL REGULATIONS).
2. PROVIDE 2" ASPHALT OVERLAY IN ALL ASPHALT PAVING AREAS. PROVIDE 'PETROMAT' UNDER-LAYMENT IN ALL ASPHALT PAVING WEST OF A LINE ALONG THE EAST FACE OF THE BUILDING.
3. NO SOILS REPORT OR OTHER SOILS DATA WAS AVAILABLE AT THE TIME OF PERMIT/BID ISSUE ON OCTOBER 15, 1995. SOILS SUFFICIENT FOR A SPREAD FOOTING DESIGN HAVE BEEN ASSUMED FOR STRUCTURAL FOUNDATION DESIGN (RE-STRUCTURAL) AT THE TIME OF EXCAVATION FOR FOOTINGS. THE GENERAL CONTRACTOR IS TO EMPLOY A SOILS ENGINEER TO VERIFY SOILS ADEQUACY FOR THE ASSUMED FOOTAGE DESIGN FOR THE NEW TRUCKWELL AND ENTRY CANOPY.
4. RESTORE TO WORKING CONDITION, THE ENTIRE EXISTING LANDSCAPE IRRIGATION SYSTEM. RESTORE EXISTING PLANT MATERIALS TO VIABLE CONDITION INCLUDING GRASS AND GROUND COVER AREAS. REPLACE PLANTINGS NOT VIABLE. ADJUST OR REVISE IRRIGATION TO SERVE ALL LANDSCAPE AREAS.
5. PROVIDE A FLOW TEST FOR THE 3 CLOSEST FIRE HYDRANTS TO THE BUILDING (ONE JUST TO WEST OF SITE). PROVIDE A UTILITY LINE COMPOSITE DRAWING AT 1"=30' SHOWING LOCATIONS AND SIZES OF EXISTING FIRE LINES. SUBMIT FLOW TEST AND UTILITY LINE INFORMATION TO HANK MASTERSON AT THE GRAND JUNCTION FIRE DEPARTMENT WITHIN 1 WEEK AFTER CONSTRUCTION STARTS.
6. PROVIDE COMPLETE FIRE SPRINKLING SHOP DRAWINGS AND SPECIFICATIONS DETAILING REVISIONS TO THE EXISTING FIRE SPRINKLER SYSTEM FOR COVERAGE OF ALL AREAS IN THE PRIMARY LEASE AREA. COPY TO HANK MASTERSON FOR REVIEW WITHIN 1 MONTH AFTER CONSTRUCTION START.
7. REVISE THE FENCE ADJACENT TO THE FIRE HYDRANT SOUTH OF THE BUILDING TO STOP 3 FEET SHORT OF THE FIRE HYDRANT FOR ACCESS CLEARANCE.
8. PROVIDE ALTERNATE PRICE FOR EXTENSION OF FIRE LINE FROM FIRE HYDRANT AT SOUTH OF BUILDING DIRECTLY TO 12" WATER LINE EAST OF THE HYDRANT.
9. PROVIDE ALTERNATE PRICE FOR EXTENSION OF THE SANITARY SEWER LINES EXITING THE BUILDING SOUTH, TO BE TAKEN DIRECTLY TO THE 18" SANITARY LINE EAST OF THE BUILDING.

UTILITY AUTHORITIES

Sanitary Sewer, Water	City of Grand Junction 100 W. 1st St. Grand Junction, CO 81501 (970)241-1100
Water	City of Grand Junction 100 W. 1st St. Grand Junction, CO 81501 (970)241-1100
Electric and Gas	Public Service Company of Colorado Attn: Dan Weber, Service Mgr. (970)241-1100 100 W. 1st St., Grand Junction, CO 81501 (970)241-1100
Telephone	U.S. West Communications 2511 1st St. SW Grand Junction, CO 81501 (970)241-1100
Cable TV	United Artists Cable of Western Colorado Attn: Ken Young, Director of Engineering 3502 Ferguson Circle Grand Junction, CO 81501 (970)241-1100
Surface Drainage	Grand Valley Irrigation Company Attn: Bob Smith 100 W. 1st St. Grand Junction, CO 81501 (970)241-1100
Asset Authority	City of Grand Junction 100 W. 1st St. Grand Junction, CO 81501 (970)241-1100
Asset Authority	Colorado Department of Transportation 800 South 80th Street Denver, CO 80201 (303)291-7200



**SEM Architects Inc**  
Donald R Slack  
Gary W Ellermann  
Bruce T McLennan

The Quorum at DTC  
7335 E Prentice Ave  
Suite 102  
Englewood CO 80111  
TEL (303) 220 8900  
FAX (303) 220 0708

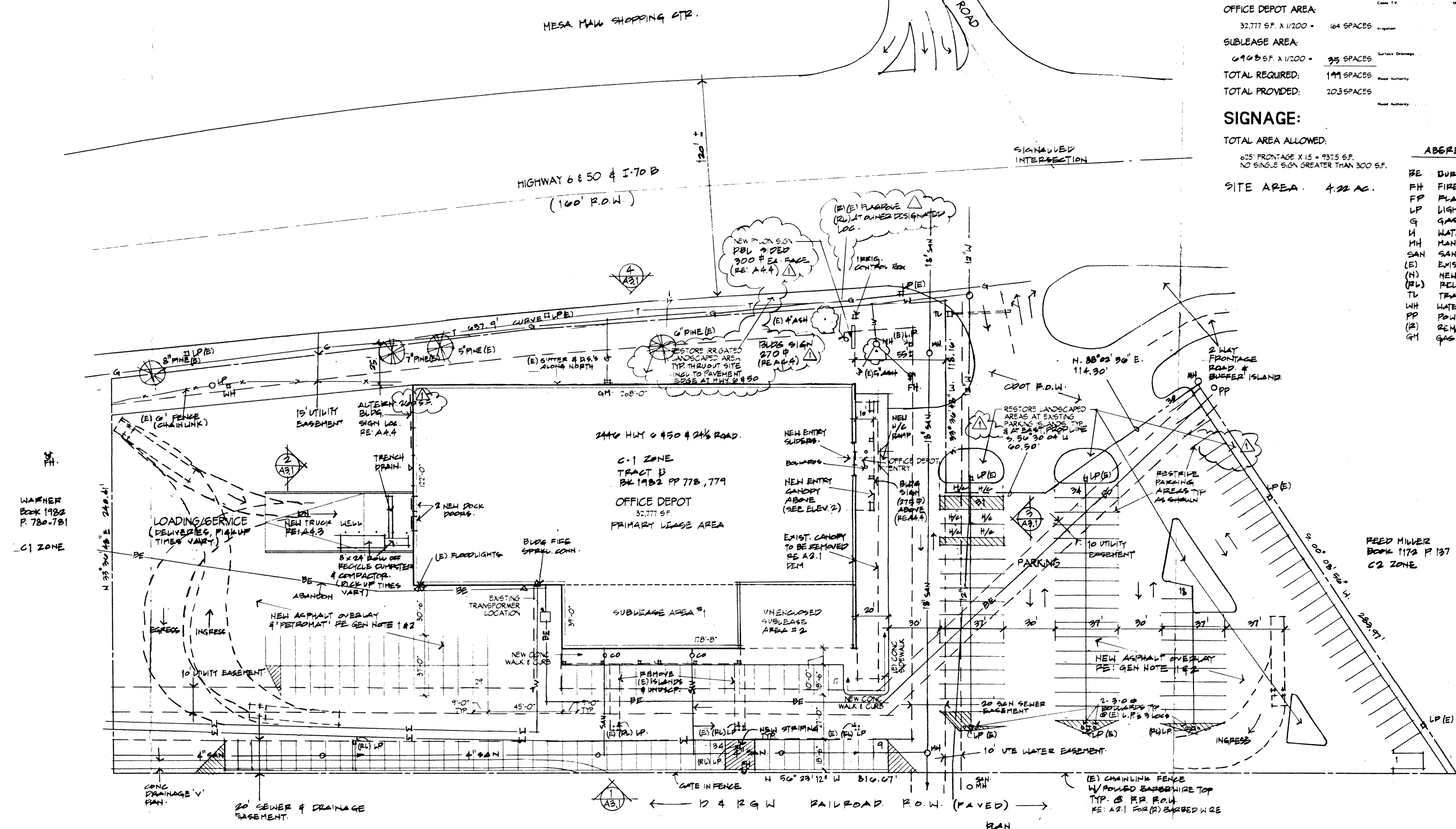
**PARKING:**  
OFFICE DEPOT AREA:  
32,777 SF. X 1/200 = 164 SPACES  
SUBLEASE AREA:  
6,908 SF. X 1/200 = 35 SPACES  
TOTAL REQUIRED: 199 SPACES  
TOTAL PROVIDED: 203 SPACES

**SIGNAGE:**  
TOTAL AREA ALLOWED:  
625' FRONTAGE X 15' = 9375 SF.  
NO SINGLE SIGN GREATER THAN 300 SF.

SITE AREA: 4.22 AC.

ABBREVIATIONS:

BE	BURIED ELECTRICAL
FH	FIRE HYDRANT
FP	FLAGPOLE
LP	LIGHT POLE
G	GAS LINE
W	WATER LINE
MH	MANHOLE
SAN	SANITARY SEWER
(E)	EXISTING
(N)	NEW
(R/L)	RELOCATE (D)
TL	TRAFFIC LIGHT
WH	WATER HYDRANT
PP	POWER POLE
(R)	REMOVE
GM	GAS METER



PROPOSED SITE PLAN  
SCALE: 1" = 30'-0"

WALKER BOOK 1982 P. 780-781  
C1 ZONE

PEED MILLER BOOK 1172 P 137  
C2 ZONE

OFFICE DEPOT #2450  
HIGHWAY 6 AND 50 & 24 1/2 ROAD  
GRAND JUNCTION, COLORADO  
OFFICE DEPOT, INC.

Date	JUNE 1995
Proj No	9502100
Drawn	DBT
Checked	BTM
Issued/Revised	Date
REVIEW	7/5/95
PLANNING SUBMITTAL	9-29-95
PERMIT/BID	10-10-95
ADDEN #1	10-20-95

Drawing Title:  
SITE PLAN

FINAL PLAN  
10/27/95  
EKA

A1.0