# **Table of Contents**

Name: \_\_\_\_Shell Gas/Convenience Store - 2850 North Avenue

P S A few items are denoted with an asterisk (\*), which means they are to be scanned for permanent record on the ISYS r с retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development e a file because they are already scanned elsewhere on the system. These scanned documents are denoted with (\*\*) and will S n be found on the ISYS query system in their designated categories. e n Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page. n е t d 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. XX **Table of Contents \*Review Sheet Summary** \*Application form **Review Sheets** Receipts for fees paid for anything X X \*Submittal checklist X X \*General project report Reduced copy of final plans or drawings X Reduction of assessor's map. Evidence of title, deeds, easements \*Mailing list to adjacent property owners Public notice cards Record of certified mail Legal description Appraisal of raw land Appleand of the Marod Reduction of any maps - final copy 10 tary at \*Final reports for drainage and soils (geotechnical reports) Other bound or non-bound reports Inconsec 493 Traffic studies н.е. X \*Review Comments X A. 1860 X **\*Petitioner's response to comments** \*Staff Reports 2.1912(4 \*Planning Commission staff report and exhibits \*City Council staff report and exhibits الأيدار فالوريقي والم \*Summary sheet of final conditions

# **DOCUMENT DESCRIPTION:**

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		Planning Clearance – issued 12/6/96 - **	A set of the set of
X	X	Project Inspection Report – 4/15/97 – CO signed off	
X	X	Correspondence	
X		Commitment to Insure - Abstract & Title co. of Mesa Co., Inc 6/27/96	<ul> <li>generative discussion and solutions</li> </ul>
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X		State Hwy Access Permit – Permit # 396104 – 6/14/96	
Х	X	Party Driveway Agreement – Original given to Mark Smith- not	
		conveyed to City – 1/24/97 – scanned with file	
X	X	DIA – Bk 2283 / Pg 658	
X		Grading Plan – not signed – to be scanned	
X		Landscape Plan- not signed – to be scanned	
X	X	Site Plan and Details – signed, accepted – to be scanned	

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# GENERAL PROJECT REPORT

# A. Project Description

- •The location of this project is 2850 North Ave.
- •The acreage is 0.29 acres / 12,870 square feet.
- •And the purpose for this lot is a Shell gas station and C-store.
- B. Public Benefit

One benefit to the public is a contaminated property is cleaned and environmenatal issues taken care of.
Also another choice of guality gasoline to consumers.

- C. Project Compliance, Compatibility, and Impact
  - •The land use in surrounding area is mostly Commercail. •Site access and traffic patterns are one entrance on
  - North Ave. and one entrance on 28 1/2 Road. • Availability of utilities and fire hydrants are all
  - assessable.
  - •There will be no special or unusual demand on utilities.
  - The effects on Public facilities are no more than preexisiting or existing sites.
  - •Site soils and geology tests have been completed and are available upon request.
  - •Environmental issues have been taken care of and precautionary mearsures have been taken to elimanate environmental issues in the future such as all antileak detection devices on all tanks ect.
  - The hours of operation plan to be from 5am to 11pm daily.
  - •Number of employees including both owners are 3-4 persons.
  - The signage plan is one 8 x 8 free standing pole sign, and building signage.
  - D. Development Schedule is as follows:
    - Grade and Drainage
    - Construct new curb and sidewalk
    - install all utilities (electric, water and sewer taps, gas lines, phone lines ect.)
    - Foundation for building
    - Concrete work
    - Construction of building

# **REVIEW COMMENTS**

Page 1 of 2

FILE #SPR-96-229

TITLE HEADING: Shell Convenience / Gas Store

**LOCATION:** 2850 North Avenue

**PETITIONER:** Mark & Karen Smith

**PETITIONER'S ADDRESS/TELEPHONE:** 

511-A Rado Drive Grand Junction, CO 81503 257-0389

STAFF REPRESENTATIVE: Michael Drollinger

# **NOTE:** THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE AND REVISED DRAWINGS ADDRESSING ALL REVIEW COMMENTS.

CITY COMMUNITY DEVELOPMENT	11/6/96
Michael Drollinger	244-1439

1. Please locate doors on buildings on the Site Plan so that I can evaluate on-site pedestrian circulation.

 Reference must be made to the City standard handicapped parking detail; please provide detail on Site Plan.

CITY DEVELOPMENT ENGINEER	10/31/96
Jody Kliska	244-1591

- 1. A development improvements agreement is required for the public street improvements.
- 2. A permit for work in the right-of-way is required to be acquired by your contractor from the City Engineer's office prior to commencement of work.
- 3. A common access agreement is recommended for the common drive for the two parcels in the event you sell one or both parcels.
- 4. The parking spaces and behind the northern building are shorter than the code. Please make the spaces wider to allow for easier maneuvering. This can be accomplished by narrowing the proposed landscape area in the corner.

СП	Y UTILITY	Y ENGIN	NEER	2				11/6/9	6		
Tre	nt Prall							 244-15	590		
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- 1. Water meter for northern lot shall be on the norther lot rather than where currently drawn.
- 2. Please contact Jodi Romero of the Customer Service section at 244-1520 for information regarding sewer and water plant investment fees.

# **CITY FIRE DEPARTMENT**

<u>Hank Masterson</u>

1. A permit from the Fire Department for installation of piping, pumps, and equipment used for connection from existing underground storage tanks to pump islands is required. Submit plans and specifications to Fire Department and complete a permit application.

244-1414

# SPR-96-229 / REVIEW COMMENTS / page 2 of 2

2. Also, submit complete plans for the new building to the Fire Department for our review. Upon completion of our plans review, a Building Permit Clearance Form will be issued.

CITY ATTORNEY	11/1/96	
Dan Wilson	244-1505	
No comment.		
MESA COUNTY BUILDING DEPARTMENT	11/6/96	
Bob Lee	244-1656	

1. Two (2) sets of sealed plans are needed for our review. Please allow 10-15 days for that review.

2. City licensed contractor is required to do the work.

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# SPR-96-229 / REVIEW COMMENTS / page 2 of 2

2. Also, submit complete plans for the new building to the Fire Department for our review. Upon completion of our plans review, a Building Permit Clearance Form will be issued.

CITY ATTORNEY	11/1/96	
Dan Wilson	244-1505	
No comment.		

MESA COUNTY BUILDING DEPARTMENT	11/6/96
Bob Lee	244-1656
	D1

1. Two (2) sets of sealed plans are needed for our review. Please allow 10-15 days for that review.

2. City licensed contractor is required to do the work.

# **LATE COMMENTS**

FRUITVALE LATERAL & WASTE DITCH	11/12/96
Marvin Barnes	242-3488

Marvin Barnes met with Mark Smith this summer and he agreed to replace the grate covering over the clean out on the ditch along North Avenue. This property would drain waste water into the Fruitvale Lateral Ditch with agreement to pay the Lateral's drainage fee assessment. Fruitvale Lateral and Waste Ditch Association doesn't have a problem with the plans as presented C-store and gas station is responsible for the upkeep of the pipe along North Avenue area of property, when the pipe needs replaced it must be replaced with heavy duty plastic 12-inch pipe. Any driveway over the piped ditch must be reinforced according to city standards.

### WRITTEN RESPONSE

File # SPR-96-229 Title Heading: Shell Convenience/Gas Store Location; 2850 North Avenue Petitioner; Mark & Karen Smith Petitioner's Address/Telephone: 511-A Rado Drive Grand Junction, CO 81503 257-0389 Staff Representative: Michael Drollinger

### CITY COMMUNITY DEVELOPMENT

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- 1. Doors on building have been located and summitted on revised Site Plan.
- 2. Handicapped Parking detail has been added and summited on revised Site Plan.

# CITY DEVELOPMENT ENGINEER

- 1. Have obtained and will comply with development improvements agreement.
- 2. We will comply with permit prior to work preformed in right of way.
- 3. We will comply with common access agreement between 502 28 1/2 Road and 2850 North Avenue.
- 4. Parking spaces widened behind northern building and summitted on revised Site Plan.

### CITY UTILITY ENGINEER

- 1. We will comply with water meter on northern building.
- 2. Have contacted Jodie Romero and will comply with all sewer and water plant investment fees.

# CITY FIRE DEPARTMENT

- 1. Have contacted Hank Masterson and will comply with all permits needed from Fire Department.
- 2. Will summit complete Plans for new building for Fire Department review.

# MESA COUNTY BUILDING DEPARTMENT

- 1. Two sets of building plans will be summitted for review.
- 2. We will comply with all regulations.

WRITTEN RESPONSE page 2

# FRUITVALE LATERAL & WASTE DITCH

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We will comply with all regulations.

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COMMUNITY DEVELOPMENT DEPARTMENT CITY OF GRAND JUNCTION

# **PROJECT INSPECTION REPORT**

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FILE #: <u>SPR-96-229</u> PROJECT NAME: <u>Shell</u> (North Ave.) INSPECTION DATE: <u>4-15-97</u> PROJECT PLANNER: <u>Michael</u> )rollinger

V Project completed as per approved plans

□ Project incomplete as noted below:

CO signed 4-21-97

SIGNATURE:

DATE: 4-K-37

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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

November 21, 1996

. 'n

Mark Smith 511-A Rado Drive Grand Junction CO 81503

RE: North Avenue Shell- Our File #SPR-96-229

Dear Mr. Smith:

This letter contains comments regarding the latest review of the North Avenue Shell project and an administrative decision on your application.

The applicable review agencies including our office have reviewed the latest plans which you submitted for the above project. All comments have been satisfactorily addressed with the exception of the following:

- 1. No Development Improvements Agreement (DIA) for public improvements was submitted for review and approval with the response to comments as required by the Development Engineer.
- 2. A common access agreement/easement between 502 28 1/2 Road and 2850 North Avenue was not supplied as requested by Community Development. We have a sample agreement for you to use, however, we suggest you retain a professional to draft the final document which will be subject to our review and approval.

Based on the review and remaining comments detailed above, this site plan is hereby approved at the administrative level as per Section 4-14 of the Zoning and Development Code, **subject to** conditions #1 & #2 detailed above being resolved to staff's satisfaction prior to issuance of a Planning Clearance for the project.

# To: Mark Smith Re: North Avenue Shell - Our File #SPR-96-229

If you have any questions or require further explanation of any items please do not hesitate to contact me.

Sincerely yours Michael T. Drollinger Senior Planner

cc: Jody Kliska, City Development Engineer

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ORIGINAL TO MARK SMJTH 1/24/97

### PARTY DRIVEWAY AGREEMENT

THIS AGREEMENT is entered into this  $272^{H}$  day of November, 1996, by and between NORTH AVENUE SHELL, LLC, whose business address is 2850 North Avenue, Grand Junction, CO 81501 and WESTERN INTERNET, whose address is 502 28 ½ Road, Grand Junction, CO 81501.

WHEREAS, North Avenue Shell, LLC, is the owner of certain real property which is more fully described as Parcel 2 on Exhibit A attached hereto. Said property is improved by part of a driveway running along the southerly line thereof;

AND WHEREAS, Western Internet is the owner of certain real property which is more fully described as Parcel 1 on Exhibit A attached hereto. Said property is improved by a part of a driveway running along the northerly line thereof;

AND WHEREAS, the driveway or improvements on the respective properties and each of them are necessary to accommodate the vehicular traffic letting the use of the respective properties but all of the driveway improvements together are sufficient and adequate for the vehicular traffic of both properties;

AND WHEREAS, the parties, by this Agreement, wish to make provisions for the unrestricted use of said respective driveway improvements for ingress and egress and for the maintenance of said improvements for their mutual benefit.

NOW THEREFORE, for and in consideration of Ten Dollars each in hand paid to the other and in consideration of the mutual covenants and easements and conditions therein contained, the adequacy of which is hereby agreed to,

IT IS AGREED as follows:

1. North Avenue Shell, LLC, hereby grants to Western Internet and Western Internet grants to North Avenue Shell, LLC, an easement of ingress and egress for each of their respective properties as set forth on Exhibit B which is attached hereto and incorporated herein by reference which is presently part of the driveway currently used for vehicular traffic in connection with their respective properties. Said easement shall not encroach into either property by more than its existing 30 feet onto Parcel 2 and 10 feet onto Parcel 1.

2. The parties hereto agree not to obstruct, impede or interfere one with the other in the reasonable use of such driveway improvements for the purpose of ingress and egress to and from their respective properties.

3. The parties hereto agree to share the cost of the maintenance of the driveway in a usable, neat and uniform manner so that the overall appearance of said driveway's improvement is that of one driveway and the parties agree to share the cost of any

extraordinary costs for repair and rebuilding of said driveway; except any damage due to the negligence of any person who uses or has used the driveway improvements pursuant to the authority of any party hereto, in which case the party granting such authority to use shall be liable for such damages.

4. It is expressly understood and agreed that this Agreement runs with the land and shall extend to and be binding upon the heirs, executors, legal representatives and assigns of the respective parties hereto.

5. In the event of litigation concerning the enforcement of any provision of this Agreement, the prevailing party therein shall be entitled to reasonable attorney's fees and court costs from the defaulting party.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

7. All understandings and agreements previously existing between the parties are merged into this Agreement which alone fully and completely expresses their agreement. No change may be made in this Agreement except by instrument in writing, duly executed with the same formalities of this Agreement.

NORTH AVENUE SHELL, LLC

Mark A. Smith - Member

WESTERN INTERNET

By Katon Hubbartt Rodney Hubbartt

By Kay Hubbartt

STATE OF COLORADO ) COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 27day of November, 1996, by Mark A. Smith.

My commission expires: 1-25-98

Cannizzuo Notary Public

STATE OF COLORADO

The foregoing instrument was acknowledged before me this  $\frac{294}{1000}$  day of <u>Number</u>, 1996, by Rodney Hubbartt.

My commission expires:  $5 \cdot 31 \cdot 78$ 

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Mary C. Brand ....

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this  $\underline{\prec \gamma}^{\mathcal{M}}$  day of  $\underline{f_{\mathcal{M}}}$ , 1996, by Kay Hubbartt.

My commission expires:  $5-3r-7\delta^2$ 

Notary Public

### EXHIBIT "A"

### LEGAL DESCRIPTION

# Parcel 1:

The West 132 feet of the South ½ SW¼ SW¼ SE¼ of Section 7, Township 1 South, Range 1 East of the Ute Meridian; EXCEPT the North 80 feet thereof; AND EXCEPT the South 180 feet thereof; AND EXCEPT the West 33 feet as deeded to the City of Grand Junction in instrument recorded February 9, 1983 in Book 1414 at Page 723.

### Parcel 2:

Beginning at a point 40.0 feet North and South 89°52! West 2508.3 feet from the Southeast corner of Section 7, Township 1 South, Range 1 East of the Ute Meridian; thence West 112 feet; thence North 140 feet; thence East 112 feet; thence South to the Point of Beginning; EXCEPT the road right of way on the West and South as described in Deed to the City of Grand Junction recorded October 17, 1978 in Book 1170 at Page 265 and re-recorded May 5, 1982 in Book 1370 at Page 831; AND EXCEPT the West 33 feet and South 50 feet as deeded to the City of Grand Junction in instrument recorded February 9, 1983 in Book 1414 at Page 723.

### EXHIBIT "B"

# Western Internet to North Avenue Shell, LLC:

Commencing at the Southeast Corner of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence S 89°52' W along the South line of the Southeast 1/4 of Section 7 a distance of 2640.30 feet; thence North a distance of 180.0 feet; thence East a distance of 33.0 feet to the Point of Beginning;

thence North a distance of 10.0 feet;

thence East a distance of 30.0 feet;

thence South a distance of 10.0 feet;

thence West a distance of 30.0 feet to the Point of Beginning.

# North Avenue Shell, LLC to Western Internet:

Commencing at the Southeast Corner of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence S 89°52' W along the South line of the Southeast 1/4 of Section 7 a distance of 2640.30 feet; thence North a distance of 180.0 feet; thence East a distance of 33.0 feet to the Point of Beginning;

thence East a distance of 30.0 feet;

thence South a distance of 30.0 feet;

thence West a distance of 30.0 feet;

thence North a distance of 30.0 feet to the Point of Beginning.

To: Michael Drollinger From: Senta Costello Subject: Shell Station - Recording Info Date: 12/9/96 Time: 11:31AM

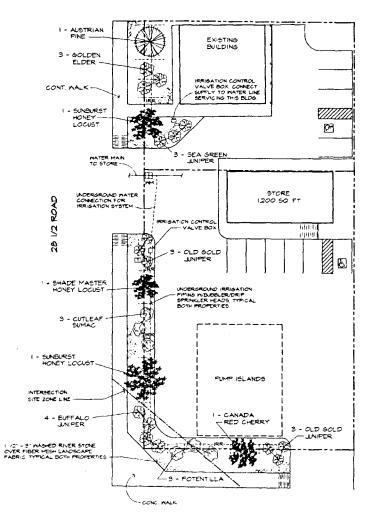
Here's the recording information on the Shell Station:

Party Driveway Agreement: Book: 2285 Page: 653-657 Reception #: 1781006

# DIA:

Book: 2285 Page: 658-665 Reception #: 1781007

The receipt is in your box.



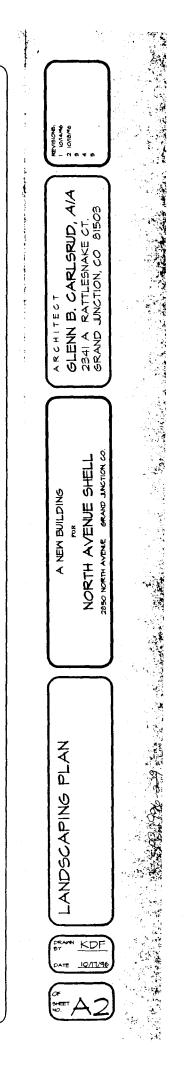
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NORTH AVENUE

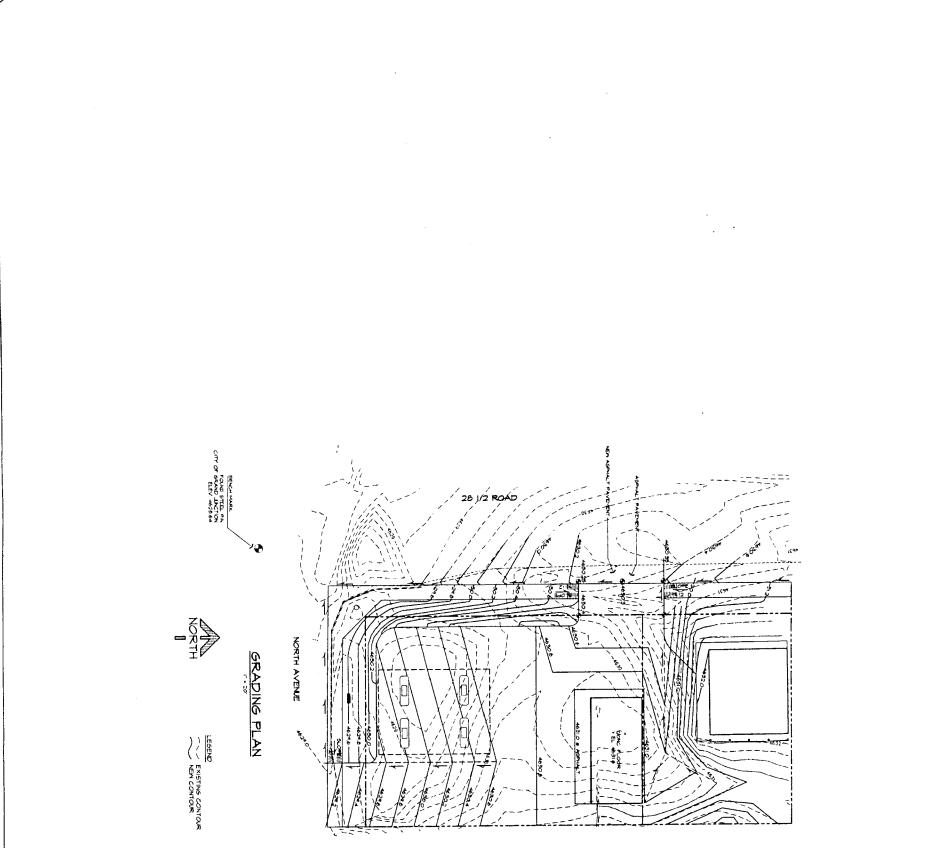
# LANDSCAPING PLAN



# PLANTING SCHEDULE ZUAN COMMON NAME BOTANICAL NAME 1 AUSTRIAN PINE PINUS NARA 3 SOLDER ELDER SAMBUGS CANADERSUS ANREA 2 SUNDURST HONEY LOCUET GLEDITSIA TRIACANTHOS INERHIS SUNDURST 3 GUTLEAF SUMAC RUS TITHING, LACIMATA 1 SUNDURST HONEY LOCUET GLEDITSIA TRIACANTHOS INERHIS SUNDENASTER 4 BUFFALO JUNIFER JUNIFERIS, SARINA BUFFALO 5 SEA GHEEN JUNIFER JUNIFERIS, CHIRCHIS GLO GOLD 6 OLD GOLD JUNIFER JUNIFERIS, CHIRCHIS GLO GOLD 8 SUTTERS SOLD POTENTILLA POTENTILLA AREASCULA 1 CANADA RED CHERRY PRAMIS VIRGINIANA HELANCARRIS SHEERT



5:22 MATURE SIZE 6 FT. 50 FT. 5 GAL. 8 FT. 2 0AL 8 FT. 3 0AL 0 FT. 3 0AL 0 FT. 1 12 CAL 30-35 FT. 3 0AL 0 FT. 1 27 CA 50-35 FT. 3 0AL 0 FT. 3 0AL 0 FT. 3 0AL 0 FT. 5 0AL 0 FT. 5 0AL 0 FT. 5 0AL 0 FT. 1 27 CA 50-35 F



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GRADING PLAN	A NEW BUILDING FOR NORTH AVENUE SHELL 2050 NORTH AVENUE GRAND JACTION, CO.	GLENN B. CARLSRUD, A/A 2341 A RATTLESNAKE CT. GRAND JUNCTION, CO 81503	1 10/4/*6 2 10/6/46 3 4 9	
SPR 1996 222				

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