

## REIMBURSEMENT AND COST SHARE AGREEMENT

This AGREEMENT is made and entered into by and between the City of Grand Junction, a Colorado home rule municipality (City) and OZB Logos Patterson LD, LLC (Developer). The City and the Developer may be referred to as "the Parties."

### RECITALS

Developer has received conditional approval from the City of Grand Junction Community Development Department to develop an office building (hereinafter referred to as "the Development") located at 2388 Patterson Road in Grand Junction, Colorado. The Development necessitates construction of a median and related improvements (hereinafter referred to as "Median" or "the Median") in Patterson Road to ensure access to the Development is *right-in/right-out* (as required by the Patterson Road Access Management Policy), and as more particularly described in the approved construction plans and in that certain Development Improvements Agreement (DIA) between the City and the Developer. The Developer understands and agrees that it is required to construct the Median as a condition of approval and use of the property for the purposes the Developer intends.

With and because of the foregoing understandings and agreements the City and the Developer have further agreed that Developer will construct the Median to required City standards and when the construction is complete and found to be to those standards, the City will reimburse the Developer for fifty percent, 50%, of the cost of the Median as the same is shown on Exhibit A attached hereto. Exhibit A is incorporated by this reference as if fully set forth.

The Developer's required tasks for construction of the Median include but are not limited to:

- A. Providing traffic control,
- B. Removing existing asphalt,
- C. Installing concrete curb, gutter, and reinforced fillets,
- D. Installing landscape rock over weed barrier, and
- E. Contracting for and managing the Median construction project.

**NOW THEREFORE**, for and in consideration of the promises contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties mutually covenant and agree as follows:

1. GJMC 21.05.020(e)(2)(iii)(C) allows the Developer to request the City cost share safety improvements where they benefit existing development. The proposed median controls access to this project and to existing neighboring development making travel on Patterson Road safer.
2. Developer obligations. Developer agrees to construct within 14 months of construction plan approval the Median as set forth in the Plans and in accordance with City controls, dimensions, designs, specifications and standards (City Standards).
3. City obligations. City will reimburse the Developer for fifty percent, 50%, of that portion of the actual costs of construction related to the Median shown in Exhibit A, not to exceed \$22,385.00.
4. Payment. Contingent on the work being inspected and meeting City Standards, the City will make payment to the Developer within thirty (30) days of receipt of an invoice with attached

documentation evidencing the actual costs of the City's portion of the work and submission of an IRS form 1099.

5. Reimbursement/payment by the City hereunder shall not constitute acceptance of the public infrastructure (Improvements) by the City; acceptance of infrastructure is governed by the terms of the DIA. The City reserves the right to inspect and reject any or all the Improvements in accordance with the DIA.
6. Offsets. The cost of repair and/or replacement of substandard work, if not promptly performed by the Developer/its contractor, may be offset against the amounts owing hereunder.
7. Developer shall be wholly responsible for completion of the Median and shall bear the risk of loss relating to the work and its failure to timely complete the work in accordance with the DIA and City Standards.
8. No agency or partnership. Developer and any person employed by or contracted with the Developer for construction of the Median shall be independent contractors and not employees or agents of the City. This Agreement does not create a partnership nor a joint venture between the Parties.
9. Warranty and security. Developer shall post security and warranties for the Improvements in accordance with the DIA.
10. Whole agreement. This Agreement incorporates all prior discussions and agreements of the Parties regarding cost-sharing of and reimbursement for the City's portion of the cost of the Median and may not be amended except in writing duly executed by the Parties.
11. No third-party beneficiary. This Agreement is binding upon and inures only to the benefit of the Parties thereto; there are no third-party beneficiaries to this Agreement.
12. No Assignment. Developer may not assign or delegate this Agreement or any portion thereof or any monies due hereunder with the City's prior written consent.
13. No consequential or indirect damages. In no event shall the City be liable to the Developer for indirect or consequential damages, including but not limited to loss of advantage or profit.
14. Compliance with applicable law. Developer shall be solely responsible for compliance with all applicable laws and regulations in the performance of the work to construct the Median.

IN WITNESS WHEREOF, the Parties execute this Agreement:

CITY OF GRAND JUNCTION


By: 

Printed name: Michael P. Bennett

Title: City Manager

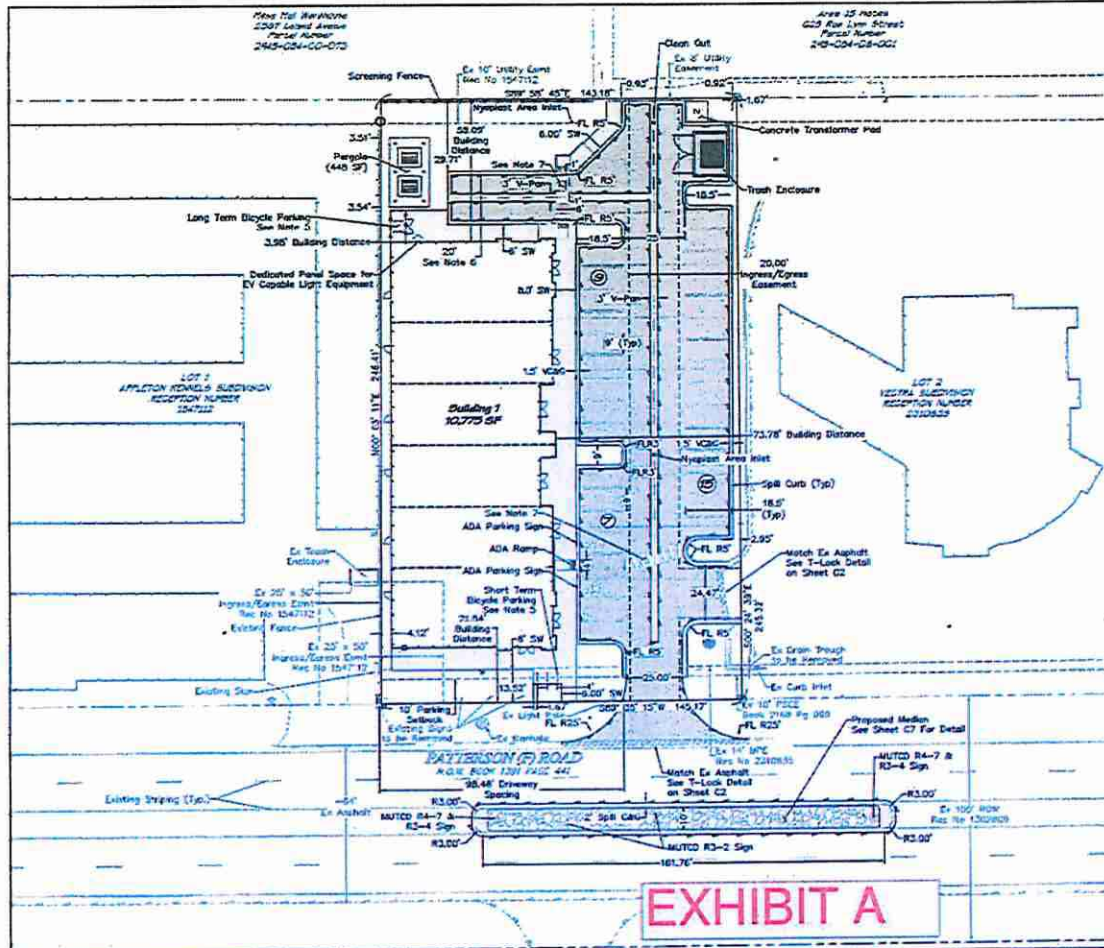
Date: 6.26.26

OZB Logos Patterson LD, LLC



Angela Carlene Fleming Hildebrand

Date: 6/23/2026



**UTILITY PROVIDERS**

Water	Ute Water District
Sewer	City of Grand Junction
Electric	Xcel Energy
Gas	Xcel Energy
Telephone	CenturyLink
Cable	Charter Spectrum
Irrigation	Grand Valley Irrigation Co
Drainage	Grand Valley Drainage District
Fire	City of Grand Junction

**ZONING SUMMARY**

Zoning: CC

Min Lot Size	20,000 SF
Min Lot Width	50 FT
Min Lot Frontage	N/A
Min Setbacks	Front: 15 FT Rear: 10 FT Side: 0 FT
Max Height (Building)	65 FT
Max Height (Stories)	N/A
Max Lot Coverage	100% (maximum)
Max Building Size	N/A

**PARKING SUMMARY**

**Requirements (Car):**

- 2 Parking Spaces per 1000 SF General Office Space
- 2 Parking Spaces per 1000 SF Retail Space
- 2 Parking Spaces per 1000 SF Dental Office

**Requirements (Bicycle):**

**Short Term:**

- 2 plus 1 per 20,000 SF Office Space
- 2 plus 1 per 6,000 SF Food/Recreation/Retail Space
- 2 plus 1 per 20,000 SF Other Nonresidential Space

**Long Term:**

- 2 plus 1 per 10,000 SF Office Space
- 2 plus 1 per 12,000 SF Food/Recreation/Retail Space
- 2 plus 1 per 12,000 SF Other Nonresidential Space

**Bicycle Spaces Required:**

**Car:**

- (10,775 SF / 1000 SF) \* 2 = 21.5 Spaces
- Total Parking Spaces Required = 22 Spaces
- (Note: see note on adjacent sheet)

**Bicycles:**

- 2 \* (10,775 SF / 10,000 SF) = 4.16 Spaces
- Total Short-Term Spaces Required = 5 Spaces
- 2 \* (10,775 SF / 12,000 SF) = 3.08 Spaces
- Total Long-Term Spaces Required = 4 Spaces
- (Note: see note on adjacent sheet)

Car Parking Spaces Provided = 31 Spaces (21 + 2ADA)



**IMPERVIOUS AREAS**

Existing	267.69 sf
Proposed	26,298.42 sf
Difference	26,030.73 sf

**SITE BREAKDOWN**

Building (6 Units)	0.247 ac	30.3 %
Curbs, Gutters & Sidewalk	0.106 ac	13.0 %
Pavement	0.297 ac	35.3 %
Landscaping	0.174 ac	21.4 %
Total	0.814 ac	100.0 %

**LEGEND**

⊙ Number of Parking Spaces

- Notes:**
- This site is within the mapped 500-year flood plain as shown on FEMA FIRM Panel 080777C0501C.
  - The legend and a list of abbreviations can be found on sheet C3.
  - Adjacent parcel lines and building outlines are from the Mesa County GIS Website and shown for reference only.
  - All dimensions are from face-to-face unless noted otherwise.
  - See landscape plans for design of short-term and long-term bicycle parking.
  - This corridor acts as a turnaround for fire trucks and delivery vehicles. The largest delivery vehicle anticipated for this site is a 20'-6" truck which can successfully enter and exit the site, using the turnaround for their loading/unloading area.
  - Crosswalk markings shall be white, high-visibility, longitudinal bar markings that comply with the latest edition of the MUTCD.

**ACCEPTANCE BLOCK:**

\_\_\_\_\_  
 Date: 06/30/2025

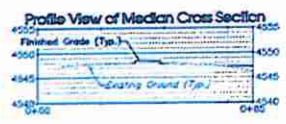
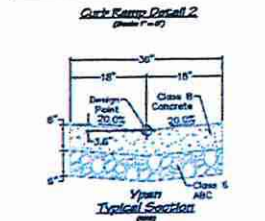
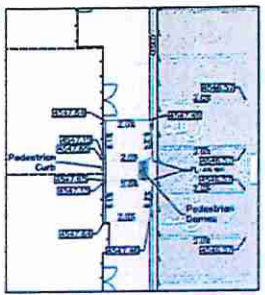
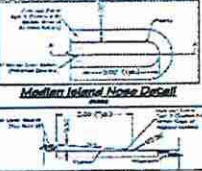
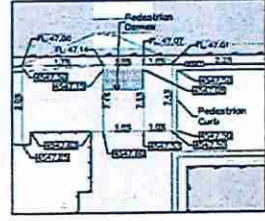
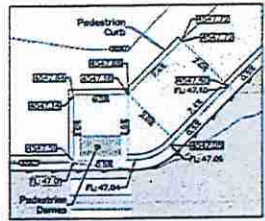
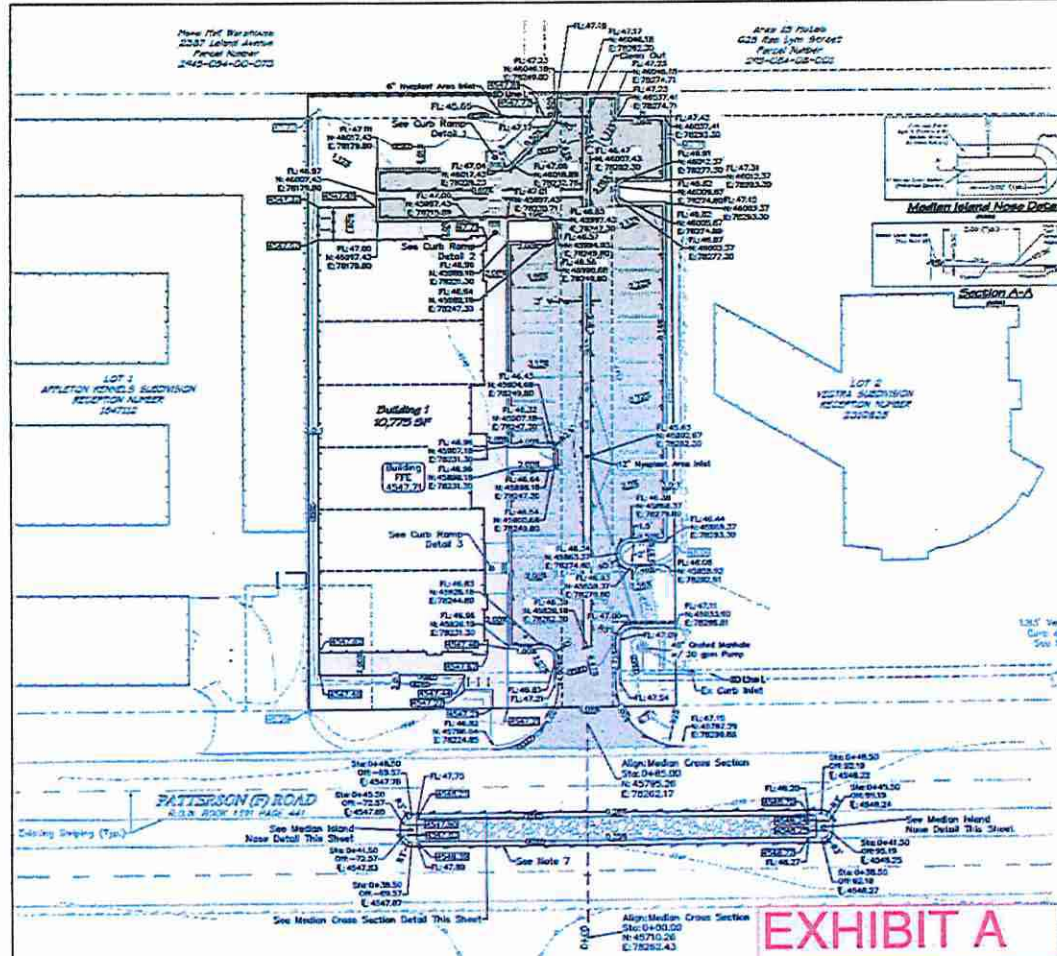
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 Date: 06/24/2025

**EXHIBIT A**

	<b>Project Dedications:</b> 2' Aluminum GCP Stamped PLS 18490 5' Frequency Cover NORTHING: 43021.48 EASTING: 28150.08 ELEVATION: 4542.63 DATUM: NAD83 UTM Zone 12N (Note: 1" = 100' HORIZ. SCALE)	<b>SCALE:</b> HORIZONTAL: 1" = 40' VERTICAL: N/A	<b>PROJECT PHASE:</b> Issued for Construction DATE ISSUED: 2025 June 12	
	<b>Site Information:</b> 2388 Patterson Site Plan	<b>Sheet:</b> C4		

Plan: 1/4" = 1'-0" (Scale)  
 2388 Patterson Avenue  
 Parcel Number: 2443-034-00-070

Area 15 Parcel  
 GIS Date: Jan 99-04-02  
 Parcel Number: 2443-034-00-070



- Notes:**
1. This site is within the mapped 500-year flood plain as shown on FEMA Panel 08077C0001G.
  2. The legend and a list of abbreviations can be found on sheet C1.
  3. Adjacent parcel lines and building outlines are from the Moss County GIS datasets and shown for reference only.
  4. All roof drains shall drain to the parking lot.
  5. All truncated elevations shall be increased by 4500'.
  6. See Grand Junction City Detail C-35 for detail.
  7. Sloout asphalt or proposed top of gutter and remove so concrete can be poured directly against the asphalt.
  8. Median Cover Material (stone) shall be 1-1/2 inch tan granite rock, as naturally available in the region. Material shall be free of trash, sticks, or roots. Submit sample to Engineer for approval at least 30 days prior to ordering material.

ACCEPTANCE BLOCK  
 Date: 08/24/2020  
 Signature: [Signature]

**EXHIBIT A**

**Project Benchmark**  
 1. Minimum CG  
 2. Stamped PLS 12-450  
 3. Property Corner  
 NORTHEND: 43801.48  
 EASTEND: 78193.09  
 ELEVATION: 4543.63  
 DATUM: NAD83, MILES Zone 15N, NAVD 83

**SCALE**  
 HORIZONTAL: 1" = 40'  
 VERTICAL: N/A  
 CONTOUR INTERVAL: 1 FT

PROJECT PHASE	ISSUED FOR	DATE ISSUED	BY
FOR PERMIT	FOR DESIGN	2020-06-12	[Signature]

**RIVER CITY CONSULTANTS**  
 2388 Patterson Avenue  
 Grand Junction, CO 81505  
 (970) 241-1111  
 www.rivercityconsultants.com

**OZB LOGOS PATTERSON LD, LLC**  
 2388 Patterson  
 Grading Plan  
 C7