

B2S92CTR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF AGENCY OR CONTRACTOR: B2S2, INCORPORATED

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: COURT ROAD FROM NORTH AVENUE TO BUNTING AND BUNTING FROM 28 ROAD TO COURT ROAD, ROAD IMPROVEMENTS, CAPTAIN D'S, 2812 NORTH AVENUE

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1992

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

This AGREEMENT is made between Norwest Bank Grand Junction, NA, (Norwest) 2808 North Avenue, Grand Junction, CO 81501, a Colorado Corporation, and the City of Grand Junction, (City) a home rule city.

Recitals

The City received a request for a conditional use permit to authorize "Captain D's," a drive-through restaurant facility, which is proposed to be located on property on the east side of Court Place, just north of North Avenue, in the City of Grand Junction. Norwest owns property west of Court Place, south of Bunting Avenue (Norwest Property) and appeared at the Planning Commission and City Council hearings. As a consequence of Norwest's appearance and the City Council's direction to the applicant, Norwest and "Captain D's" agreed that Norwest would not protest further the approval of "Captain D's" final site plan, subject to certain conditions.

This agreement is intended to identify the conditions and the terms agreed upon which form the basis for the consent by Norwest to the approval of "Captain D's."

NOW, THEREFORE, be it agreed:

1. Norwest shall dedicate to the City of Grand Junction, at no cost to the City, land sufficient, in accordance with City specifications, to allow the construction and improvement of:

(a) Bunting Avenue west from Court Place to the intersection with 28 1/4 Road and

(b) the extension of Court Place north to Bunting. The right-of-way to be dedicated to the City is described on the attached exhibit, "Bunting and Court Place Right-of-Way."

2. The City Council imposed, as a condition on "Captain D's," and hereby agrees with Norwest, that no certificate of occupancy shall be issued to "Captain D's" until such time as the Court Place/Bunting Avenue improvements have been constructed and approved by the City. The purpose for this provision is to be certain that there is usable vehicular access to the traveling public on an improved roadway from North Avenue north onto Court Place and west on Bunting connecting to 28 1/4 Road at or before the time that the certificate of occupancy is issued.

3. The City agrees, with respect to the Norwest Property, that no further street, curb or gutter improvements shall be required of the then-owner of said property as a condition of development review and approval by the City. Other improvements which are required at the time of development of all or a portion of the Norwest Property and other required actions or payments triggered

by development, including impact fees or other equivalent fees, shall be imposed with respect to said Norwest Property and/or development.

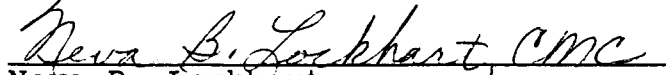
4. Norwest may record this agreement.

City of Grand Junction
250 N. Fifth Street
Grand Junction, CO 81501

By: 
Mark K. Achen
City Manager

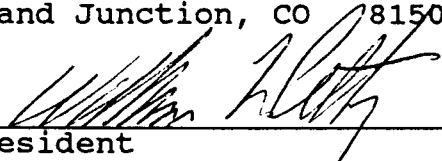
Date: 11/2/92

Attest:


Neva B. Lockhart
City Clerk

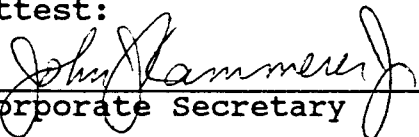
Date: 11-2-92

Norwest Bank Grand Junction, NA
2808 North Avenue
Grand Junction, CO 81501


President

Date: 10/29/92

Attest:


Corporate Secretary

Date: 10/29/92

QUIT CLAIM DEED

NORWEST BANK GRAND JUNCTION, NATIONAL ASSOCIATION, formerly United Bank of Grand Junction, National Association. whose address is 2808 North Avenue, Grand Junction County of Mesa, and State of Colorado, for the consideration of Ten Dollars and Other Valuable Consideration

~~XXXXXX~~ in hand paid,

hereby sell(s) and quit claim(s) to CITY OF GRAND JUNCTION whose address is 250 N. 5th Street, Grand Junction, CO 81501 County of Mesa, and State of Colorado, the following real property, in the County of Mesa, and State of Colorado, to wit:

Commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado; thence S89°54'57"E along the North line of the SW1/4 SW1/4 SW1/4 of said Section 7 a distance of 65.0 feet to the Point of Beginning;

thence S89°54'57"E along the North line of the SW1/4 SW1/4 SW1/4 of said Section 7 a distance of 418.72 feet;
thence S00°04'30"W a distance of 167.92 feet;
thence N89°54'57"W a distance of 25 feet;
thence N00°04'30"E a distance of 117.93 feet;
thence N44°55'14"W a distance of 33.94 feet;
thence N89°54'57"W a distance of 358.07 feet;
thence S44°55'14"W a distance of 16.69 feet;
thence N00°04'30"E a distance of 37.78 feet to the Point of Beginning, Mesa County, Colorado

also known as street and number

with all its appurtenances 1992 general taxes, payable in 1993, and all subsequent taxes, easements, rights-of-way, restrictions, covenants, conditions and reservations of record or in use.

Signed this 30th day of October, 1992

NORWEST BANK GRAND JUNCTION,
NATIONAL ASSOCIATION, formerly
United Bank of Grand Junction,
National Association,
By: William L. Petty
William L. Petty, President

STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 30th day of October 1992, by William L. Petty as President of Norwest Bank Grand Junction, *
My commission expires 10-5-93

WITNESS my hand and official seal.

Juanita L. ...
Notary Public

* National Association, formerly United Bank of Grand Junction, National Association.

NELSON,
HOSKIN &
FARINA



Professional Corporation

ATTORNEYS AT LAW

October 26, 1992

VIA HAND DELIVERY

Dan E. Wilson, Esq.
City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

Re: Captain D's

Dear Dan:

This letter is written to memorialize the understanding of B2S2, Inc. ("Developer"), the developer of Captain D's Restaurant at 2812 North Avenue, Grand Junction and the City of Grand Junction ("City") concerning the completion of Court Road from North Avenue to Bunting and Bunting from 28 Road to Court Road ("Road Improvements").

The City and the Developer have previously approved plans submitted by Western Engineers. Elam Construction, Inc. submitted the low bid to the Developer for the Road Improvements. The Road Improvements bid and the agreed breakdown of the cost between the Developer and the City are set forth in the Improvements List/Detail enclosed with this letter.

Elam Construction and Western Engineers will be hired ^{by Developer} to build the road pursuant to the approved plans and specifications and pursuant to the enclosed Improvements List/Detail. Elam Construction and Western Engineers will submit bills for progress payments on the Road Improvements pursuant to their normal billing schedule for such work. It is understood by the City and the Developer that this may include progress payments on a monthly or bi-monthly basis or upon completion of 50%, 75% and 100% of the project, or on such other basis as may be agreeable to the Developer, Elam, and Western Engineers. The Developer and the City will pay their prorata share of each bill submitted by Elam and Western Engineers pursuant to the enclosed Improvements List/Detail so long as the work is satisfactory pursuant to normal construction standards and the plans and specifications. DWN

200 Grand Avenue, Suite 400, Post Office Box 40, Grand Junction, Colorado 81502
(303) 242-4903 • FAX: (303) 241-3760

1700 Broadway, Suite 200, Denver, Colorado 80290

222 W. Main Street, Rangely, Colorado 81648

Gregory K. Hoskin
Terrance Farina
Frederick G. Aldrich
Gregg K. Kampf

Edward A. Lipton
Curtis G. Taylor
David A. Younger
David M. Scanga

Michael J. Russell
Susan R. Lundberg
John T. Howe

Of Counsel:
William H. Nelson

Dan E. Wilson
Page 2
October 26, 1992

If there are any changes in the plans and specifications or the prices in the Improvements List/Detail enclosed, these changes will be submitted to both the Developer and the City for approval, prior to construction. If approval is given, the City and the Developer shall pay for any increase in cost with the Developer paying 24.80% of such costs and the City paying 75.20% of such costs.

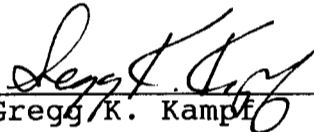
Elam Construction will warrant that the Road Improvements will be free from defects for a period of 12 months from the date that the Road Improvements are accepted by the City Engineer, and the City agrees to look directly to Elam Construction, and not to the Developer, should any defects be discovered in the Road Improvements.

Please let me know if you have any questions, changes or additions concerning this letter of understanding. If the letter correctly sets forth the understanding of the Developer and the City concerning the Road Improvements, please sign the enclosed copy of this letter and return it to me via fax as to a copy and in the envelope provided for the original.

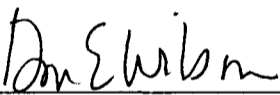
Thank you for your assistance.

Sincerely,

NELSON, HOSKIN & FARINA
Professional Corporation

By 
Gregg K. Kampf

GKK:meg
Enclosures
pc: B2S2, Inc.
Elam Construction, Inc.


Dan E. Wilson, Esq.
City Attorney

10.26.92 * See interlineation change
Date on page 1. DM

ENGINEERING:

Site Plan				
Design Engineer	336.00	83.00	253.00	336.00
Drafting	720.00	179.00	541.00	720.00
Coordinate geometry	210.00	52.00	158.00	210.00
Quantity calculations	240.00	60.00	180.00	240.00
Pavement design				
Soil Sampling (Drilling)	424.00	105.00	319.00	424.00
CBR soil test	190.00	47.00	143.00	190.00
Pavement design	336.00	83.00	253.00	336.00
Meetings	252.00	62.00	190.00	252.00
Site visits	168.00	42.00	126.00	168.00

CONSTRUCTION SURVEYING:

Slope staking	210.00	52.00	158.00	210.00
Calculations and grade sheets	280.00	69.00	211.00	280.00
Offset stakes				
3' offset back of walk	350.00	87.00	263.00	350.00
Blue top				
Three surfaces (subgrade, pit run, and Class 6)	840.00	208.00	632.00	840.00
Utility staking				
Storm drain and sewer extension	210.00	52.00	158.00	210.00
As built	210.00	52.00	158.00	210.00
Travel	235.00	58.00	177.00	235.00
Vehicle	75.00	19.00	56.00	75.00
Materials	75.00	19.00	56.00	75.00

CONSTRUCTION INSPECTION AND TESTING:

Quality Control Costs				
Sanitary Sewer Line				
Trench Compactions	60.00	15.00	45.00	60.00
Manhole Compactions	60.00	15.00	45.00	60.00
Air and Lamp Test	60.00	15.00	45.00	60.00
Vehicle	20.00	5.00	15.00	20.00
Storm Sewer Line				
Trench Compactions	60.00	15.00	45.00	60.00
Manhole Compactions	60.00	15.00	45.00	60.00
Vehicle	20.00	5.00	15.00	20.00
Bunting Ave. & Court Road Roadway				
Subgrade (Surface Only)	180.00	45.00	135.00	180.00
Pit Run (Surface Only)	180.00	45.00	135.00	180.00
Class 6 Base Course	180.00	45.00	135.00	180.00
Asphalt (2 Lifts)	240.00	60.00	180.00	240.00
Vehicle	60.00	15.00	45.00	60.00
Laboratory Work				
Proctors - 4 Soil Types	312.00	77.00	235.00	312.00
Concrete Testing	156.00	39.00	117.00	156.00
Asphalt Extraction & Gradation	192.00	48.00	144.00	192.00
General Construction Inspection				
30 Hours	1260.00	<u>312.00</u>	<u>948.00</u>	<u>1,260.00</u>
TOTAL ESTIMATED AMOUNT (WESTERN ENGINEERS, INC.):		2,469.00	7,482.00	9,951.00
TOTAL DEVELOPER'S SHARE:		20,559.90		
TOTAL CITY'S SHARE:			62,335.60	
TOTAL ESTIMATED COST OF IMPROVEMENTS:				\$82,895.50

IMPROVEMENTS LIST/DETAIL

DATE: October 26, 1992
 NAME OF DEVELOPMENT: Court and Bunting street improvements
 LOCATION: Court from North Avenue to Bunting; Bunting from 28 Road to Court
 PRINTED NAME OF PERSON PREPARING: Tony Wootton

ITEM NO.	ITEM DESCRIPTION	UNIT	BID QTY.	UNIT PRICE	DEV.'S SHARE	CITY'S SHARE	TOTAL AMOUNT
I. ELAM CONSTRUCTION, INC.							
1	GENERAL CONDITIONS: Traffic Control Sanitary Facility Barricades (2 ea.)	LS	1		496.00	1,504.00	2,000.00
2	UTILITY CONSTRUCTION: 8" PVC San. Sewer 18" PVC Storm Sewer Install Manholes Install Catch Basins Adjust Exist. Manhole Adjust Valve Box Replace Inlet Grate	LF LF EA EA EA EA EA	295 39 3 2 4 2 1	13.50 31.00 900.00 1,200.00 635.00 145.00 585.00	988.00 300.00 670.00 595.00 630.00 72.00 145.00	2,994.50 909.00 2,030.00 1,805.00 1,910.00 218.00 440.00	3,982.50 1,209.00 2,700.00 2,400.00 2,540.00 290.00 585.00
3	STREET CONSTRUCTION: Cut Asphalt Remove Asphalt Clear and Grub Excavation C.I.P. Subgrade Preparation Geotextile Fabric A.B.C. Cl. 5 (12") A.B.C. Cl. 6 (6") H.B.P. Gr. C (3") H.B.P. Patching (3")	LF SY LS CY SY SY TN TN TN SF	135 45 1 1300 2677 2345 1307 955 300 220	1.15 8.00 2,000.00 1.85 0.75 0.65 7.85 13.20 26.60 2.25	39.00 89.00 496.00 596.00 498.00 378.00 2,544.00 3,126.00 1,979.00 123.00	116.25 271.00 1,504.00 1,809.00 1,509.75 1,146.25 7,715.95 9,480.00 6,001.00 372.00	155.25 360.00 2,000.00 2,405.00 2,007.75 1,524.25 10,259.95 12,606.00 7,980.00 495.00
4	CONCRETE ITEMS: Concrete Removal 7' Mono Curb/Walk 2' Vert. Curb+Gutter 6' Cross Pan Concrete Fillets Concrete Walk/Ramps	SF LF LF SF SF SF	1256 594 32 420 840 890	0.40 16.25 9.45 3.25 3.25 3.25	124.40 2,394.00 75.00 339.00 677.00 717.50	378.00 7,258.50 227.40 1,026.00 2,053.00 2,175.00	502.40 9,652.50 302.40 1,365.00 2,730.00 2,892.50
TOTAL ESTIMATED AMOUNT (ELAM CONSTRUCTION, INC.):					18,090.90	54,853.60	72,944.50

II. WESTERN ENGINEERS, INC.

SURVEYING:							
Research As-built files & utility companies (including travel)							
				150.00	37.00	113.00	150.00
Field survey Field (including travel)							
				820.00	203.00	617.00	820.00
Data processing and drafting Survey data reduction Drafting							
				280.00	69.00	211.00	280.00
				240.00	60.00	180.00	240.00