CHP95BLF

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENT AGREEMENT

NAME OF AGENCY OR CONTRACTOR: RONALD A. ABALOE, CHAPARRAL WEST INC.

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: THE BLUFFS FILING #1

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Country medois Improvements
Agreement 12-6-95

# DRVELOPMENT IMPROVEMENTS AGREEMENT

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1. Parties: The parties to this Development Improvements

Agreement ("the Agreement") are <u>lufaral</u> ("the Developer") and THE COUNTY OF

MESA, Colorado ("the County").

Book2188 Effective Date: The Effective Date of the Agreement will be the date that this agreement is recorded.

> 1737244 0228PM 11/21/95 Monika Todd Clk&Rec Mesa Coun-RECITALS

The Developer seeks permission to subdivide property with the County to be known as The County to be known as Subdivision"), or to develop the platted property known as (the Swodivision), which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"); and

The County seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and limiting the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

The purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

The mutual promises, covenants, and obligations contained in this Agreement are authorized by State law and the County's land development ordinances;

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

# DEVELOPER'S OBLIGATION

- 3. Improvements: The Developer will design, construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit "B" attached and incorporated by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will be in conformance with the time schedule shown in Exhibit "B" and will be independent of any obligations of the County contained herein.
- 4. Security Options: To secure the performance of his obligations oder this Agreement (except his obligations for warranty under paragraph 6), the Developer will deposit with the County on or prior to the Effective Date, either a) an irrevocable letter of credit in the amount of \$\_\_\_\_\_\_, b) a subdivision improvements credit in the amount of \$\_\_\_\_\_\_, b) a subdivision improvements disbursement agreement, c) building permit hold, d) cash in the amount of \$\_\_\_\_\_\_, to be escrowed by the County Treasurer, or e) a performance bond.
  - Option 1 The letter of credit will be issued by a financial institution ("Bank") and approved by the Planning Division of the County Public Works Department, will be payable at sight to the County and will bear an expiration date not earlier than one (1) year after the Effective Date of this Agreement. The letter of credit Effective Date of this Agreement. The letter of credit will be payable to the County at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the full amount or in a portion of the full amount to which the County is entitled to draw pursuant to the terms of this Agreement and the letter of credit; and (ii) a certification executed by the County Public Works Director or his designee stating that the Developer is in

default under this Agreement; and (iii) the original letter of credit. The letter of credit will be the same as Exhibit "C-1" attached and incorporated by this reference.

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b. Option 2 - The subdivision improvements disbursement agreement will be executed by a Bank and will provide for segregation of Developer's loan proceeds by the Bank in the amount to which the County is entitled to draw pursuant to the Terms of this Agreement, which funds will be disbursed to the County, in full or in part, upon presentation of a (i) request for disbursement; and (ii) a certification executed by the County Public Works Director or his designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the subdivision disbursement agreement. The subdivision improvements disbursement agreement will be the same as Exhibit "C-2" attached and incorporated by this reference.

(°.)

Option 3 - A building permit guarantee will be extended in a letter substantially the same as the letter in Exhibit "C-3" and incorporated by this reference. This guarantee will be acceptable for a term of 6 months from the date of this Agreement at which time another option must be recorded. A 6-month maximum extension of time may be requested before the Board of County Commissioners subject to staff review for compliance with the terms of this agreement. Under the terms of this agreement, the Developer will not seek, or be issued a building permit until all of the improvements are completed and approved by the County, or another security option is accepted by the County.

- d. Option 4 Cash in the form of a cashier's check, certified check or bank account in the sole ownership of the County will be escrowed with the County Treasurer in the amount to which the County is entitled to draw pursuant to the Terms of this Agreement, which funds will be disbursed to the County in full or in part, upon presentation of a (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the cash escrow agreement. The cash escrow agreement will be the same as Exhibit "C-4" attached and incorporated by this reference.
- e. Option 5 A performance bond will be extended upon which the County will be entitled to draw pursuant to the Terms of this Agreement, which funds will be disbursed to the County in full or in part, upon presentation of a (i) request for disbursement; and (ii) a certification executed by the County Public Works Director or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the bond agreement.
- 5. Standards: The Developer will construct the Improvements according to the standards and specifications required by the Mesa County Land Development Code and the Road and Bridge Specifications, or as provided in the final plat approval proceedings.
- 6. Warranty: The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of eighteen (18) months from the date of the County resolution accepting the improvements completed by the Developer.
- 7. Commencement and Completion Periods: The improvements, each and every one of them, will be completed within one (1) year from the Effective Date of this Agreement (the "Completion Period").

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

#### COUNTY'S OBLIGATION

engineer to provide timely notice to the Developer, contractor, issuer of security and the Engineering and Planning Divisions of the County Public Works Department whenever inspection reveals that an improvement does not conform to County standards and any specifications approved in the development application or is otherwise defective. The County will subsequently issue a Notice of Deficiencies to the Developer and the issuer of security. The developer will have thirty (30) days from the issuance of such notice to correct the defect. If inclement weather or circumstances beyond the Developer's control prevent correction within that time period, he may apply for an initial 30-day extension to the correction period to be received by the County Planning Division not later than 10 days after receipt of said Notice. If subsequent extensions are requested, the County will not issue further Notices and the Developer must request extensions no later than 10 business days before the expiration of the current extension period. The extension will be reviewed by County Public Works Department/Planning and Engineering & Design Divisions for compliance with the time schedule and improvements costs as represented on Exhibit B herein and for compliance with County standards and specifications as approved in the development application. If an extension is not approved by the Board of County Commissioners, a condition of default shall be recorded stating that building permits will not be issued in the Subdivision and the County may request that the court enjoin the sale, transfer or conveyance of lots within the Subdivision until a new development improvements agreement and guarantee are accepted by the County.

10b. Notice of Non-compliance with Completion Date: The County shall issue the Developer a Notice of Deficiencies not earlier than 30 days before the Completion Date. If inclement weather or circumstances beyond the Developer's control prevent construction within the completion period, he may apply for a 6-month extension to the completion period to be received by the County Planning Division not later that 10 business days after receipt of said Notice. The extension will be reviewed by County Public Works Department/Planning and Engineering & Design Divisions for compliance with approved development application documents and County standards and specifications and provided the security is also extended in the amount of the current costs for those improvements; the request will be presented to the Board of County Commissioners for approval. If an extension of time is not approved by the Board of County Commissioners, an Affidavit of Lapse of Improvements Agreement shall be recorded stating that building permits will not be issued in the Subdivision and the County will may request that the court enjoin the sale, transfer or conveyance of lots within the Subdivision until a new development improvements agreement and guarantee are accepted by the County.

11. Acceptance of Improvements: The County's final acceptance of improvements is conditioned on the presentation by Developer of signatures of acceptance by all entities serving the constructed improvements and on the presentation by Developer of a document or documents where appropriate, for the benefit of the

County showing that the Developer owns the improvements in fee simple and that there are no liens or encumbrances on the improvements. Acceptance of any improvements does not constitute a waiver by the County of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance.

12. Reduction of Security: After the acceptance of any improvement and upon application of the Developer, the amount which the County is entitled to draw on under the letter of credit, subdivision improvements disbursement agreement or cash in escrow will be reduced by an amount equal to ninety percent (90%) of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a resolution verifying the acceptance of the improvement and waiving and releasing its right to draw on the letter of credit, the subdivision improvements disbursement agreement or cash escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a resolution. Upon the acceptance of all of the Improvements, the full balance that may be drawn under the letter of credit, subdivision improvements disbursement agreement, performance bond or cash escrow agreement will be released.

13. Use of Proceeds: The County will use funds drawn under the letter of credit, the subdivision improvements disbursement agreement, performance bond or cash escrow only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

## OTHER PROVISIONS

- 14. Events of Default: The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:
  - a. Developer's failure to complete each portion of the Improvements in conformance with the time schedule shown in Exhibit "B" or as extended by County resolution; the County may not declare a default until a 30-day notice (Notice of Deficiencies) has been given to the Developer or any requested extensions of time have been denied by the Board of County Commissioners in a public hearing;
  - b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the County may not declare a default until a Notice of Deficiencies has been given to the Developer and the 30-day correction period has elapsed; the County may declare a default after subsequent approved correction periods have lapsed without such Notice unless Developer applies for another extension no later than 10 business days before the expiration of the current extension period and that request is approved by the Board of County Commissioners in a public hearing;
  - c. Notification of Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer or foreclosure of any lien against the Property or a portion of the Property; the County will immediately declare a default without prior notification to the Developer;
  - d. Notification to County by lender with a lien on the property of a default on this obligation; the County will have the option to immediately declare a default

### without prior notification to the Developer;

- 15. Measure of Damages: The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the letter of credit, the subdivision improvements disbursement agreement, performance bond or cash escrow establish the maximum amount of the Developer's liability.
- default occurs, the County may draw on the letter of credit, performance bond or escrowed collateral to the extent of the face amount of the credit or full amount of escrowed collateral less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the County, or may exercise its rights to disbursement of loan proceeds und. the subdivision improvements disbursement agreement. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the letter of credit, the subdivision improvements disbursement agreement, performance bond or of the escrowed collateral to a subsequent party who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent party agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, "e County may also enjoin the sale, transfer, or conveyance of lots thin the Subdivision, until the Improvements are completed and accepted. These remedies are cumulative in nature and are in addition to any other remedies the County has at law or in equity.
- 17. Indemnification: The Developer expressly agrees to indemnify and hold the County, it's employees and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of County employees and assigns, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Subdivision pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
- 18. No Waiver: No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
- 19. Amendment or Modification: The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Attorney or his designee and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be

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- 20. Attorney's Fees: Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.
- 21. Vested rights: The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
- 22. Third Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- 23. Scope: This Agreement constitutes the entire agreement between the parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.
- 24. Time: For the purpose of computing the Completion Period, and time periods for County action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or County from performing its obligations under the Agreement.
- 25. Severability: If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 26. Benefits: The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the Furdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant running with the Property. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will expressly release the original Developer's guarantee or obligations under the subdivision improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the County will constitute a release of the original Developer from his liability under this Agreement.

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

If to Developer:

(hapoirul west Inc.

Clipton Co. 81520

If to County:

Mesa County Public Works Department/ Planning Division P.O. Box 20,000-5022 Grand Junction, CO 81502-5022

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County Mointous Improvents Agreement
126-95
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28. Recordation: County will record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

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

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

Signature of Engineering Supervisor or His Representative Date

Signature of Developer

Signature of Developer

Conald Address

Date

11-21-94

Print Name and Address

Notarized by

Notarized by

Date

Da

My Commission Expires on

A.

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IMPROVEHENTS AGREEHENT

Sheet of 14

STREET NAME: MENDOWS NAIV	_		LENG	TH	<u> </u>
DEVELOPMENT: Country Medans Filing B	NE				
This form is for one street only. Acquir development, including pordering streets designated, units must be used as shown. to secure the improvements, the unit cost filled out.	re addition Lump sum If a buic t and total	nal form m amount dling pe l cost o	ns for each will remit hold columns of	ch stree lot be ac d is bel lo not ne	et in your copted unless ing utilitized eed to be COMPLETION
IMPROVEMENT	QUANTITY	UNIT	COST	COST	DATE
Mobilization		L.S.	300-	300:	
Utility Relocation	NA	L.S.			
Unclassified Excavation	280	C.Y.	163	450-4	
Street Sub-base Class		C.Y.			
Street Base-course Class6	200	C.Y.	8.29	1,823.	
Street Asphalt Paving Grade 116A	-55	TON	25.10	1,28c.	
Curbs & Gutters feet wide	846	L.F.	8.15	6,094.	
Sidewalks 41 feet wide Recreation Irail feet wide	846	L.F.	6.00	50762	
Storm Water Management Control Structure		L.S.			
Storm Sewer Shallow Manholes Storm Sewer Inlets Storm Sewer Pipe dlameter	'nΑ	ea. ea. L.f.		•	
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe diameter	امر <i>ل</i> ا	ea. ea. L.f.			
Sanitary Sewer Shallow Manholes Sanitary Sewer Mains diameter San. Sewer Trunk Lines diameter Sunitary Sewer Laterals diameter		ea. L.F. L.F.			
Sanitary Sewer Standard Manholes Sanitary Sewer Mains 70 diameter Son, Sewer Trunk Lines diameter Sanitary Sewer Laterals 40 diameter	756 175	са. L.F. L.F.	11.60	1700. 5289. 1,225.	
On Site Sevage Facilities Septic Tanks Package Plant Holding Tanks Other	NA	ea. ea. ca.			
Water Mains <u>g''</u> diameter Valves <u>g''</u> Fixtures Other	751	L.F. ca. ea.	12.18 450	5554.— 900	
Fire Hydrants including: (T's, gate valves, laterals)		ea.		_	
Irrigation System Earthen Ditch Concrete Ditch Pressurized Pipe diameter Gravity Flow Pipe diameter	NA	L.F.F.			*********
Subtotal			-=====	2=====	

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Sheet\_2\_of14\_ 456 MEROOUS STREET NAME: DRIVE LENGTH\_ DEVELOPHENT: Country Meadows COMPLETION DATE UNIT QUANTITY UNIT **I HPROVEHENT** Subtotal brought forward Irrigation System (cont.)
Mains 2" dismeter
Boxes
Risers
Pumps
Other 7,030 L.F. 2.00 28/2 ea. ea. 160 20,00 8 LS On Site Water Supply ea. Survey Monuments 12 Survey Monument Boxes ca. NA. Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade C.Y. C.Y. TON Street Lights ca. Street Name Signs **З**о. ea. Traffic Control Devices
Permanent (Stop signs, etc.)
Temporary (Barricades, etc.) ca. 100 Fencing, Screening - Type 1.5. Landscaping (as per approved final development plan)
1) Right-of-way
2) Open Space Landscaping
3) Other, as req'd by Mesa County
Other L.S. L.S. Parking SUBTOTAL Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) 586 Construction Management @ 3% of the Subtotal \$\_ Supervision of all installations @ 4% of the Subtotal \$ Total Estimated Cost of Improvements and Supervision \$\_ If Desert Landscaping is proposed, a notarized letter to that effect will be required. Prepared By: Ronald Firm: Cost estimates have been reviewed by Mesa County Engineering and are acceptable as shown.

Engineering Supervisor: Well Julian Note: An Improvements Release Form must be obtained from the County Planning Department is improvements are completed. The appropriate utility and/or County will inspect the improvement and certify that it has been constructed to specifications. Improvements Agreements will then be formully release at a regular meeting of the Board of County Commissioners.

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IHPROVEHENTS AGREEHENT

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Ra -	- Da 115		J i
STREET NAME: KASELI	NE DRING.	LENGTH_ <u>5</u> 83	<u> </u>
animi animin (m. Serie Man	1		

This form is for one street only. Acquire additional forms for each street in your development, including pordering streets. Lump sum amounts will not be accepted unless designated, units must be used as shown. If a building permit hold is being utilitized to secure the improvements, the unit cost and total cost columns do not need to be filled out.

IMPROVEMENT	QUANTITY	UNIT	UNIT	TOTAL COST	COMPLETION DATE
Hobilization	1	L.S.	300-	300	
Utility Relocation	NA	L.S.		_	
Unclassified Excavation	743	C.Y.	.1.63	1211-	
Street Sub-base Class		C.Y.		_	
Street Base-course Class	777	C.Y.	8.29	644/-	
Street Asphalt Paving Grade	497	TON	25.10	12474	
Curbs & Gutters 2 ½ feet wide	1166	L.F.	8.15	7503	
Sidewalks 4 feet wide Recreation Irdii feet wide	1166	L.F.	6.00	- 6996-	
Storm Water Haragement Control Structure	1	L.S.	600-	60°.	
Storm Sewer Shallow Manholes Storm Sewer Inlets Storm Sewer Pipe dlamcter	,	ea. ea. L.F.			
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe 24" diameter	3 73 0	ea. ea. L.f.		2100 21,170	
Sanitary Sewer Shallow Hanholes Sanitary Sewer Mains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter	NA	ea. L.F. L.F.	_	_	
Sanitary Sewer Standard Manholes Sanitary Sewer Mains 9" diameter San, Sewer Trunk Lines diameter Sanitary Sewer Laterals 4" diameter	241 241 NA	ea. L.f. L.F.	850- 11.60	1700-	
On Site Sewage Facilities Septic Tanks Package Plant Holding Tanks Other	ИA	ea. ea. ea.	_	_	
Water Hains <u>P</u> d diameter Valves Fixtures Other	511	L.F. ea. ea.	12.18	4,223.— 900 —	
fire Hydrants including: (T's, gate valves, laterals)		ea.		_	
irrigation System Earthen Ditch Concrete Ditch Pressurized Pipe diameter Gravity Flow Pipe diameter	_NA	L.F.		 	**********
Subtotal	i				

					5/16	etori
STREET NAME:	BASELINE D	RIVE		LENC	STH	83/
DEVELOPHENT:_	Country Meadows -	- FILING	ON	<b>E</b>	· · · · · · · · · · · · · · · · · · ·	
	HPROVEHENT	QUANTITY	UNIT	UNIT	TOTAL	COMPLETION
	Subtotal brought forward					
irrigation Sys Hains Boxes Risers Pumps Other	item (cont.) diameter	NA	L.F. ca. en. es.			
On Site Water	Supply	NA	L.S.			
Survey Monumen	its		en.	250	25'	
Survey Monumen		NA	en.			
Off Street Par Sub-base Cl Base-course Asphalt Pay	855	NA	C.Y. C.Y. TON	_		
Street Lights		1_3	ca.	600-	1,800.	
Street Name Si	gns		ea.			
Traffic Contro Permanent ( Tamporary (	ol Devices Stop signs, etc.) Darricades, etc.)	WA	en. ca.			
Fencing, Scree	ning - Type	1	L.F.			
1) Right-of 2) Open Spo	es per approved final development plan) way doe Landscaping des req'd by Mesa County		L.S. L.S. L.S.	_	-	
	SUBTOTAL		S.F.	======	74, 239	
Engineering De	esign @ 12% of the Subtota Dieted and accepted by rev	l (if designiew agency)	n \$		8909	· - ·
	lanagement @ 3% of the Sub				3227	
Supervision of	all installations @ 4% o	f the Subto	tal \$		2910	
Total Estimate	d Cost of Improvements an	d Supervisi	on \$		<u>88,345</u>	
If Desert Land	iscaping is proposed, a no Pr	tarized let				
·	Fi	rm:	Char	a rral	West	Inc.
Cost estimates	have been reviewed by Me		ngineer	ing and	are acce	ptable as shown
Note: An Impro as improvement improvement an Agreements will	ovements Release Form must is are completed. The ap- nd certify that it has bee i then be formally relea	be obtaine propriate u n construc se at a re	d from the tellity and the tel	the Count and/or Co specific seting o	ty Plann ounty wi ations. f the Bo	ing Department II Inspect the Improvements pard of County

. IMPROVEHENTS AGREEHENT

Sheet\_5\_of\_14\_.

			-		
STREET NAME: MEADOWS COL			LENC	тн <u></u> .	20
DEVELOPHENT: Country Meadows	Filing _	/	<del></del>		
This form is for one street only. Acquired development, including nordering streets designated, units must be used as shown. to secure the improvements, the unit cosfilled out.	re addition Lump sur If a buid t and tota	nal form amount dling po l cost o			
IMPROVEMENT	QUANTITY	UNIT	COST	COST	COMPLETION DATE
Mobilization		L.5.	300 -	<i>2</i> 000∙	
Utility Relocation	NA	L.S.			
Unclassified Excavation		C.Y.			
Street Sub-base Class		C.Y.			
Street Base-course Class	134	C.Y.	8.29	1,110.84	
Street Asphalt Paving Grade	34_	TON		853.40	
Curbs & Gutters 7/2 feet wide	310	L.F.	1 '	2526.50	
Sidewalks <u>41</u> feet wide Recreation Irail feet wide	310 NA-	L.F. L.F.	6.00	1860	
Storm Mater Management Control Structure		L.S.			
Storm Sewer Shallow Manholes Storm Sewer Inlets Storm Sewer Pipe dlameter	_	ea. ea. L.F.	_		
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe diameter	N M-	ea. ea. L.f.	_		
Sanitary Sewer Shallow Manholes Sanitary Sewer Mains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter	N p4-	ea. L.F. L.F.		_	
Sanitary Sewer Standard Manholes Sanitary Sewer Mains 8° diameter San, Sewer Trunk Lines diameter Sanitary Sewer Laterals 11" diameter	120	еа. L.F. L.F.	11.60	1,392. 2,072.	
On Site Sewage Facilities Septic Tanks Package Plant Holding Tanks Other	UM-	ea. ea.		_	
Water Mains <u>Z"</u> dlameter Valves Fixtures Other	120	L.F. ea. ea.	8.00 4/50.— 280 —	280°	
Fire Hydrants Including: (T's, gate valves, laterals)	<u> </u>	ea.	1450-	1450	
Irrigation System Earthen Ditch Concrete Ditch Pressurized Pipe diameter Gravity Flow Pipe diameter		L.F. L.F. L.F.	*******	·.	******
Subtotal	;		1		

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STREET NAME: MEADONS COUR	<del></del>		LEN	этн <u> 1</u> 5	0'
DEVELOPMENT: Country Meadows F	iting 1				
I HPROVEHENT	QUANTITY	UNIT	UNIT	TOTAL COST	COMPLETION DATE
Subtotal brought forward	******	223523	2883888	******	**********
Mains digmeter Boxes Risers Pumps		L.F. ea. ea. ea.			
Other	NA_				·
On Site Water Supply	NA.	L.S.			
Survey Honuments	9	eo.	25.00	225.00	
Survey Monument Boxes		ea.		-	
Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade	NA	C.Y. C.Y. TON		_	
Street Lights		ca.			
Street Name Signs	/	ca.	30	35.	
Traffic Control Devices Permanent (Stop signs, etc.) Temporary (Barricades, etc.)	/	ea.	60-	60.	
Fencing, Screening - Type		L.F.			
Landscaping (as per approved final development plan)		L.S. L.S.			
Parking SUDTOTAL	*********	S.F.	**==**	12.551.74	***********
Engineering Design @ 12% of the Subtotal	(if design	า	, = = = = = = = = = = = = = = = = = = =		7.06
Construction Management @ 3% of the Subto		•		311	e.79
Supervision of all installations @ 4% of	the Subto	tal \$		50	2.39
Total Estimated Cost of Improvements and	Supervision	on \$		14,0	146,-
if Desert Landscaping is proposed, a nota					
Prep	pared By:_	R	onald	AAbe	close
Fir	n:		haparra	/ we	st Inc.
Cost estimates have been reviewed by Mesa		ngineer	ing and a	are acces	ctable as shown.
· Eng	Ineering Su	pervis	or: <u>////</u>	dub &	Man 11-16-9
Note: An improvements Release Form must the first section of the second section of the second	e obtained	i from t	the Count	ty Planni	ng Department

4	9 (		- (,,	•	
44	, ,	E	Воок2	188	PAGE498
	OVEHENTS A	GREEHENT	<u>r</u>	Sheet	_or_14_
STREET NAME: CHARIS COUR	<del>,</del> .		LENG	TH 9	751
DEVELOPMENT: Country Meadoux - F.					
This form is for one street only. Acquired the control of the cont	re addition Lump sur If a build t and total	nal form	ns for early will need to be considered	ch stree ot be ac d is be lo not ne	
IMPROVEMENT	QUANTITY	TINU	COST	TOTAL	COMPLETION
Mobilization		L.S.	300-	3001	
Utility Relocation	NA	L.5.			
Unclassified Excavation		C.Y.		_	
Street Sub-base Class		C.Y.		_	
Street Base-course Class6	106	C.Y.	8.29	878.74	
Street Asphalt Paving Grade	27	TON	25.10	611.70	
Curbs & Gutters 2/2 feet wide	245	L.F.	8.15	1.996.15	
Sidewalks / feet wide Recreation Irail feet wide	245	L.F.	6.00	1,470	
Storm Water Management Control Structure	_	L.S.			
Storm Sewer Shallow Manholes Storm Sewer Inlets Storm Sewer Pipe diameter		ea. ea. L.f.		<i>-</i>	
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe diameter	NA	ea. ea. L.f.	—	_	
Sanitary Sewer Shallow Hanholes Sanitary Sewer Hains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter	NA	ea. L.F. L.F.	—		
Sanitary Sewer Standard Manholes Sanitary Sewer Mains 7' diameter Son, Sewer Trunk Lines diameter Sanitary Sewer Laterals 4' diameter	95 166	ea. L.f. L.f.	950- 11.60 7.00	750 1,102.∞ 1,162.00	
On Site Sewage Facilities Septic Tanks Package Plant Holding Tanks Other	NA	eo. ea. ea.			
Water Mains 2" diameter Valves Fixtures Other	95 1 1	L.F. ea. ea.	8.00 450 — 280 —	760.00 450.00 280.00	
fire Hydrants including: (T's, gate valves, laterals)		ea.	1450-	1450° 00	
irrigation System	!				

NA

diameter \_diameter Subtotal

Irrigation System
Earthen Ditch
Concrete Ditch
Pressurized Pipe
Gravity Flow Pipe

L.F. L.F. L.F.

Sheet 8 of 14

STREET NAME: CHARIS COM	LENC	STH	101				
DEVELOPHENT: Country Meadows Fil:	<del>- /</del>						
IHPROVEHENT	QUANTITY	UNIT	UNIT	TOTAL	COMPLETION DATE		
Subtotal brought forward							
Irrigation System (cont.)  Mains dlameter  Boxes Risers Pumps Other	LA.	L.f. ea. ea. ea.					
On Site Water Supply	<u> </u>	L.S.					
Survey Monuments	9	ca.	25-	325.00			
Survey Monument Boxes	VA	ea.					
Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade	NA.	C.Y. C.Y. TON					
Street Lights		ca.					
Street Name Signs	11_	ea.	<u> 30 -</u>	<u>30·</u>			
Traffic Control Devices Permanent (Stop signs, etc.) Temporary (Barricades, etc.)	1	ea. ea.	60-	60.			
Fencing, Screening - Type		L.F.					
Landscaping (as per approved final development plan)  1) Right-of-wav 2) Open Space Landscaping 3) Other, as req'd by Mesa County Other		L.S. L.S. L.S.					
Parking SUBTOTAL		S.F.	435866	10,222.19	************		
SUDTOTAL	*=======						
Engineering Design @ 12% of the Subtotal is not completed and accepted by revi	(if designer agency)	٦ \$		26.25			
Construction Management @ 3% of the Subt	otal \$		2	304.47			
Supervision of all installations @ 4% of	the Subto	tal \$		H08 · 89	· · · · · · · · · · · · · · · · · · ·		
Total Estimated Cost of Improvements and	Supervision	on \$		12,164	,		
If Desert Landscaping is proposed, a not		ter to	that effe	ect will	be required.		
	pared By:	apai	ral w	et to	Inc.		
	m:						
Cost estimates have been reviewed by Mes			- / \	(	21Han 11-16-95		
Engineering Supervisor: MAM MINE MAN 16-95  Note: An improvements Release Form must be obtained from the County Planning Department is improvements are completed. The appropriate utility and/or County will inspect the improvement and certify that it has been constructed to specifications. Improvements Agreements will then be formally release at a regular meeting of the Board of County Commissioners.							

INPROVEHENTS AGREEMENT

Sheet 9 of 14

•			-		
STREET NAME: WOODING DRIE	<u>/=                                     </u>		LENG	<u>7.</u> _HT	781
DEVELOPHENT: Country Meadows Fi	ling 1				
This form is for one street only. Acquidevelopment, including pordering streets designated, units must be used as shown. to secure the improvements, the unit cosfilled out.	re addition Lump sur If a buic t and tota	nal form m amount dling pe i cost d			
IMPROVEMENT	QUANTITY	UNIT	COST	COST	COMPLETION DATE
Mobilization		L.S.	300 -	3001	
Utility Relocation	1_MA	L.S.			
Unclassified Excavation	337	C.Y.	1.63	549,=	
Street Sub-base Class		C.Y.			
Street Base-course Class	182	C.Y.	8.29	1,500.	
Street Asphalt Paving Grade	46	TON	25.10		
Curbs & Gutters 2/2 feet wide	725	L.F.		5908.	
Sidewalks // feet wide Recreation Irail feet wide	725	L.F.		4,350	
Storm Water Management Control Structure		L.S.			
Storm Sewer Shallow Hanholes Storm Sewer Inlets Storm Sewer Pipe dlameter		ea. ea. L.F.		<i></i>	
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe dlameter	NA	ea. ea. L.F.		_	
Sanitary Sewer Shallow Hanholes Sanitary Sewer Hains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter	NA	ea. L.F. L.F.	_	/	
Sanitary Sewer Standard Manholes Sanitary Sewer Hains <u>80</u> dlamcter Son, Sewer Trunk Lines dlamcter Sanitary Sewer Laterals <u>y</u> diameter	1562 · 160'	ea. L.F. L.F.	11.60	4,250 18,119 - 1,120°	
On Site Sewage Facilities Septic Tanks Package Plant Holding Tanks Other	NA	ea. ea.		_	·
Water Mains <u>%</u> diameter Valves Fixtures Other	378	L.F. ea. ca.		450 -	
fire Hydrants including: (T's, gate valves, laterals)		ea.			
Irrigation System Earthen Ditch Concrete Ditch Pressurized Pipe diameter Gravity Flow Pipe diameter	NA	L.F. L.F. L.F.	. —	 .,	
Subtota )		******	**=**==	=======	

BOOK2188 PAGE501 Sheet 0 of 4

STREET NAME: UMODINALO DRIVE			CEN:	3111	<del>3 /8</del> .
DEVELOPHENT: Country Meadows - Filip	<del></del>				
IHPROVEHENT	QUANTITY	UNIT	UNIT	TOTAL	COMPLETION
Subtotal brought forward	******	20200	2823023	*****	*********
Irrigation System (cont.) Hains 3 diameter	1609	L.F.	7.50	4023 -	
Boxes Risers	i _'	ea. ea.	20	140-	
Pumps Other	7	ea.		-	
On Site Water Supply	U1   U1	L.S.			
Survey Monuments	7	ca.	25 -	175.	
Survey Monument Boxes		eo.			
Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade		C.Y. C.Y. TON		_	
Street Lights		ca.		]	
Street Name Signs	/	ea.	- 05	30.	
Traffic Control Devices	/_	ea.	60-	40'	
Permanent (Stop signs, etc.) Temporary (Barricades, etc.)	·/	ca.	100-	100.	]
Fencing, Screening - Type	1	L.F.	 	1	
Landscaping (as per approved final development plan) 1) Right-of-way 2) Open Space Landscaping 3) Other, as req'd by Mesa County Other	_	L.S. L.S. L.S.			
Parking SUDTOTAL		S.F.	======	46,840	
Engineering Design @ 12% of the Subtotal is not completed and accepted by revi	(if design	n		5,621	
Construction Hanagement @ 3% of the Subto	otal <b>\$</b>			1,405	<del></del>
Supervision of all installations @ 4% of	the Subto	tal \$	<del></del>	1,874	
otal Estimated Cost of Improvements and	Supervision	on <b>\$</b> _		5,740.	00 3
if Desert Landscaping is proposed, a not		•			
•	pared By:_				
	m:		•		
Cost estimates have been reviewed by Meso					Allian 11-16-9
•					
Note: An improvements Release Form must to a improvements are completed. The applimprovement and certify that it has been agreements will then be formally release Commissioners.	rooriste ui		and/or Co	niinty yf	il inspect the

• • •	• •••	· <u>1HPR</u>	OVEHENTS AG	REEHENT		Sheat_	or_14
STREET NAME:	Boschine	OFFsite	<u></u>		LENG	тн <u>3</u>	21'
DEVELOPHENT:	Country	meadows	Filing	01	ح		
This form is development, designated, to secure the filled out.	for one street including bords units must be use improvements,	only. Acquir iring streets sed as shown. the unit cos	re addition Lump sum If a buic t and total	nal form namount iling pe cost o	s for ea s will n rmit hol columns d	ch stree ot be ac d is bei o not ne	t in your cepted unless ng utilitized eed to be
1	IMPROVEHENT		QUANTITY	UNIT,	COST	TOTAL	COMPLETION DATE
Mobilization				L.S.	300-	300-	
Utility Relo	cation			L.S.			
Unclassified	Excavation		1	C.Y.	1.63		
Street Sub-ba	se Class			C.Y.		4. 	
	ourse Class		447	C.Y.	8.22	1	
Street Aspha	it Paving Grade	<u> </u>	158	TON	75.10		
Curbs & Gutte	ers	feet wide		L.F.			
Sidewalks Recreation	feet	t wide _ feet wide		L.F.			
Storm Water	Management Conti	rol Structure		L.S.			
Storm Sewer : Storm Sewe Storm Sewe	Shallow Manhole: er inlets er Pipe	s dlameter		ea. ea. L.F.			
Storm Sewer 9	Standard Manhol er Inlets er Pipe	00		ea. ea. L.f.			
Sanitary Sewe	er Shallow Hanho Sewer Mains r Trunk Lines Sewer Laterals	oles		ea. L.F. L.F.			
Sanitary Sew Sanitary San, Sewe Sanitary	er Standard Mani Sewer Mains r Trunk Lines Sewer Laterals	holes diameter diameter diameter		20 20			
On Site Sewa Septic Tai Package P Holding To Other	ge Facilities nks lant anks	<b>-</b>		ea. ea. ea.	•		
Water Mains Valves Fixtures Other	dlameter			L.F. ea. ea.			
Fire Hydrant (T's, gat	s including: e vaives, later	als)		ea.			
irrigation S Earthen D Concrete Pressuriz Gravity F	Ditch ed Pipe	diameter diameter		L.F. L.F.			
		Subtotal		*****	******	****	

Sheet 12 of 14

STREET NAME: Base line OFF site			LENG	TH32	
DEVELOPHENT: Country mendo we	Filing	014			
IHPROVEHENT	QUANTITY	UNIT	COST	TOTAL COST	COMPLETION
Subtotal brought forward					
Irrigation System (cont.) Hains diameter Boxes Risers	<u> </u>	L.F. ea. ea.			
Pumps Other		ea.			
On Site Water Supply		L.S.			
Survey Monuments		ea.		i	
Survey Monument Boxes		ea.			
Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade		C.Y. C.Y. TON			
Street Lights	]	ea.			
Street Name Signs		ea.		 	
Traffic Control Devices Permanent (Stop signs, etc.) Temporary (Barricades, etc.)		ea.			
Fencing, Screening - Type		L.F.		i	
Landscaping (as per approved final development plan)  1) Right-of-way 2) Open Space Landscaping 3) Other, as req'd by Mesa County Other		L.S. L.S.			
Parking SUBTOTAL	*******	S.F.	******		***********
Engineering Design @ 12% of the Subtotal is not completed and accepted by revi	· (if desig	n n	•	•	
Construction Hanagement @ 3% of the Subt	otal \$				
Supervision of all installations @ 4% of		tal \$_			
Total Estimated Cost of Improvements and					
If Desert Landscaping is proposed, a not	arized let	ter to	that eff	ect will	be required.
•	pared By:_	- 12K	nel		beloe
Fir	m:	hope	na/	west	Inc.
Cost estimates have been reviewed by Hes	a County E	ngineer	ing sAd	are acce	ptable as show
	ineering S		1 1	" '	Sulta 11-16-
Note: An Improvements Release form must as Improvements are completed. The app improvement and certify that it has been Agreements will then be formally releas Commissioners.	be obtained	d from t	the Coun	ty Plann ounty wi	ing Department Il Inspect the Improvements Dard of County
•					

· IMPROVEHENTS AGREEHENT

Sheet 13 of 14.

STREET NAME: F 3/4 Road				тн <u>/-</u>	320'
DEVELOPHENT: Country Meadow's	Filing	0.0	<u>.e</u>		
This form is for one street only. Acquir development, including bordering streets, designated, units must be used as shown, to secure the improvements, the unit cost filled out.	e addition Lump sum If a buic and total	nal form amount diing pe cost o	s for early not be to be	ich stree not be ac d is bel do not ne	t in your copted unless ng utilitized ed to be
IMPROVEMENT	QUANTITY	UNIT	COST	TOTAL	COMPLETION
Mobilization Clean of Grub	J	L.S.	7000-	2,000	
Utility Relocation	/	L.S.	3000	3,000	-
Unclassified Excavation	137/	C.Y.	1.63	2,235	-
Street Sub-base Class Aup crist. 59.7d.	5485	S-98.Y.	.58	3/8/-	
Street Base-course Class	1965	C.Y.	9.29	16,290	
Street Asphalt Paving Grade	937	:4OT	25.10	23,519-	-
Curbs & Gutters feet wide		L.F.			
Sidewalks 7 feet wide Recreation Trail feet wide	530'	L.F.	14.65	7,745	
Storm Water Management Control Structure		L.S.		) 1	
Storm Sever Shallow Hanholes Storm Sewer Inlets Storm Sewer Pipe 12" diameter	160	ea. ea. L.F.	15.	2,400	
Storm Sewer Standard Manholes Storm Sewer Inlets Storm Sewer Pipe dlameter		ea. ea. L.F.	~	         	
Sanitary Sewer Shallow Manholes Sanitary Sewer Mains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter		ea. L.F. L.F.	~		
Sanitary Sewer Standard Manholes Sanitary Sewer Mains diameter San. Sewer Trunk Lines diameter Sanitary Sewer Laterals diameter		ee. L.F. L.F.	_		
On Site Sewage Facilities Septic Tanks Package Plant Holding Tanks Other		ea. ea.			
Water Mains diameter Valves Fixtures Other		L.F. ea. ea.			
Fire Hydrants including: (T's, gate valves, laterals)		ea.			
Irrigation System Earthen Ditch Concrete Ditch Pressurized Pipe	160	L.F. L.F. L.F.	6.20	960-	-

J 12-6-95

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				She	ec Talot Tal
STREET NAME: F 3/4 Road DEVELOPMENT: Country Meador	<del>-, -,</del>		LENG	TH	3,20
DEVELOPHENT: Country Meador	-s Fi	ling o	me		
I HPROVEHENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				1	
Irrigation System (cont.) Hains diameter Boxes Risers Pumps Other		L.F. ea. ea. ea.			
On Site Water Supply		L.S.			
Survey Monuments		ea.			
Survey Monument Boxes					
Off Street Parking Sub-base Class Base-course Class Asphalt Paving Grade		C.Y. C.Y. TON			
Street Lights		ea.			
Street Name Signs		ea.			
Traffic Control Devices Permanent (Stop signs, etc.) Temporary (Barricades, etc.) Aan t	2	ea. ea.	200	200-	
Fencing, Screening - Type		L.F.		i	
Landscaping (as per approved final development plan)  1) Right-of-way 2) Open Space Landscaping 3) Other, as req'd by Mesa County Other Compliance Testing For Read		L.S. L.S.	700	700-	
Parking SUBTOTAL	=========	S.F.	======	62,250	9688989888386
Engineering Design @ 12% of the Subtotal		n	•		,
is not completed and accepted by revi	ew agency)	\$		7,470	
Construction Management @ 3% of the Subt					
Supervision of all installations @ 4% of	the Subto	tal \$		2,490	
Total Estimated Cost of Improvements and	Supervisi	on \$		74078	·
	pared By:_	R	onald	A Abe	be
Cost estimates have been reviewed by Mes	m: a County E Incering S	ngineer	ing and	ere ecce	t Inc.
Note: An improvements Release Form must as improvements are completed. The app improvement and certify that it has been Agreements will then be formally releas	he obtaine	d From I	the Count	ty Plann bunty wi stions. F the Bo	ing Department Il inspect the improvements pard of County