

SIE93PTA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENT AGREEMENT

NAME OF AGENCY OR CONTRACTOR: PTARMIGAN ESTATES BY JOHN SIEGFRIED

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PTARMIGAN ESTATES,  
IMPROVEMENTS AGREEMENT AND GUARANTEE TO INTERSECTION OF 27 1/2 ROAD AND G  
ROAD

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## AGREEMENT

1. **Parties:** The parties to this Agreement ("the Agreement") are Ptarmigan Estates, a Colorado General Partnership, by John A. Siegfried ("the Developer") and the City of Grand Junction, Colorado ("the City").

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

2. **Effective Date:** The effective date of this Agreement will be December 6, 1993.

## RECITALS

The Developer has developed property within the City known as Ptarmigan Estates (the "development") and by this Agreement does convey to the City certain property to be held by the City as security for and to guarantee the payment of or construction of, improvements to the intersection of 27 1/2 Road and G Road all within the City of Grand Junction, Colorado.

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various road improvements and by limiting the harmful effects of substandard development.

The purpose of this Agreement is to protect the City from bearing the cost of completing necessary improvements and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development, the Developer or for the benefit of the purchasers or users of the development.

The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

## DEVELOPER'S OBLIGATION

3. By Ordinance, the Developer is legally obligated to design, construct and install, at its own expense, certain improvements to 27 1/2 Road and G Road, all as more particularly described on the attached exhibit A and B, incorporated herein by this reference as if fully set forth. The Developer has requested that his obligation to design, construct and install the improvements be delayed until June 1, 1994, and the City has agreed.

4. To secure the delayed performance of his obligations to design, construct and install the improvements, the Developer has entered into this Agreement with the City.

5. The Developer shall deliver to the City, acting by and through its City Attorney, general warranty deeds conveying lot 1 of the replat of lot 9 and lot 10, Ptarmigan Estates Subdivision, (hereinafter the "Lots"), to the City of Grand Junction, Colorado. The Lots and the deeds thereto, shall be conveyed to the City free and clear of all liens and encumbrances. The deeds shall be recorded in the land records of Mesa County, Colorado. The Developer shall pay any and all costs of recordation, release and conveyance. Conveyance of the Lots to the City shall secure the payment of \$26,600.00 to the City by the Developer.

6. If the Developer fails to pay \$26,600.00 in cash to the City on or before June 1, 1994, or fails to complete the Improvements, in accordance with City requirements, with completion defined as inspection and acceptance by the City, on or before June 1, 1994, the City may sell, offer to sell or retain the Lots, as determined in its sole and absolute discretion, without notice to, or recourse by, the Developer. Any value received by the City over and above \$26,600.00 shall first be deemed payment to the City of the transaction costs and second shall be deemed a penalty and shall be forfeited to the City. The City shall not sell or offer to sell the Lots prior to June 1, 1994.

7. The City will have the right to complete the improvements or it may hold and commingle the proceeds received under this Agreement or received from the sale of the Lots, if any. The Developer shall have no legal claim, vested right or expectation that the improvements must be designed, installed or completed by the City if the Developer pays for the improvements in lieu of their construction.

8. The Developer shall, for the term of this Agreement, continuously offer the Lots for sale and may sell the Lot(s) for whatever price and terms as he deems appropriate. If either or both of the Lots are contracted for sale, the Developer shall pay \$26,600.00 to the City. Any and all contracts for sale between the Developer and a purchaser(s) shall close, if at all, on or before May 31, 1994. Upon receipt of \$26,600.00 in cash or certified funds, plus closing costs, the City will convey the Lots to the Developer free and clear of liens and encumbrances by special warranty deed. The Developer shall be solely responsible for costs of contracting and sale of the Lot(s), if any, and for the payment of real estate commissions, title insurance, surveys and other costs.

9. The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer. Such amendment or modification shall be properly notarized before it may be effective.

10. Should the City be required to resort to litigation to enforce the terms of this Agreement, the City, if successful in whole or in part, will be entitled to costs, including reasonable

attorney's fees, from the Developer. If the court awards relief to both parties, the attorney's fees otherwise payable to the City may be equitably reduced.

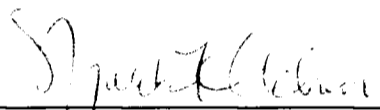
11. The City does not warrant by this Agreement that the Developer, his agent or agents or buyer or buyers are entitled to other approval(s) required by the City, if any, before the transfer of ownership or commencement of construction on the Lot(s).

12. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

13. The benefits and obligations of this Agreement are personal and may not be assigned by the Developer without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement.

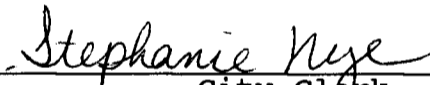
14. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, improvements, or any action to collect against security will be deemed to be proper only if such action is commenced in Mesa County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

City of Grand Junction

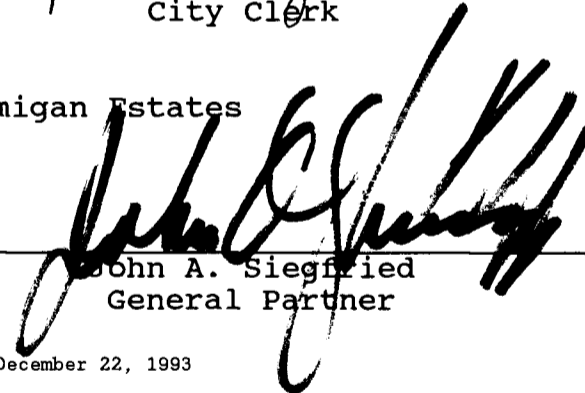
By:   
Mark K. Achen  
City Manager



EST:

  
Stephanie Nye  
City Clerk

Ptarmigan Estates

By:   
John A. Siegfried  
General Partner

ptares:December 22, 1993

**WARRANTY DEED**

Grantor(s).

Ptarmigan Estates, a Colorado corporation

whose address is Grand Junction

\*County of Mesa, State of

Colorado, for the consideration of  
Ten Dollars and other valuable consideration  
-----dollars, in hand paid, hereby sell(s)

and convey(s) to City of Grand Junction

whose legal 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:

PARCEL 1:  
Lot 1,  
Replat of Lot 9 Ptarmigan Estates

PARCEL 2:  
Lot 10,  
Block 1,  
Ptarmigan Estates

also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to

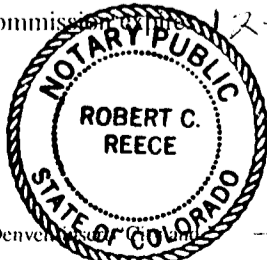
Signed this 22nd day of December, 19 93.

Ptarmigan Estates, a Colorado corporation  
By: *John A. Siegfried*  
John A. Siegfried, President

STATE OF COLORADO. }  
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 22nd day of December, 19 93, by John A. Siegfried, as President of Ptarmigan Estates

My commission expires 12-10-1994. Witness my hand and official seal.



*Robert C. Reece*  
Notary Public

\*If in Denver, \_\_\_\_\_ Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

RE: Ptarmigan Estates, Corner of 27 1/2 and G Road  
 Name of Subdivision or Other Improvement Location

**BOOK 1821 PAGE 434**

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Ptarmigan Estates date January 18 1991, the following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

1561478 02:05 PM 01/22/91  
 MONIKA TODD CLK&REC MESA COUNTY CO

G Road

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading	1500sf @ \$ .25	375	N.A.
Street Base	1500sf @ .31	465	
Street Paving	1500sf @ .45	675	
Curbs and Gutters	300' @ 8.30	2490	
Sidewalks	---		
Storm Sewer Facilities	---		
Sanitary Sewers	---		
Mains	---		
Laterals/House Connections	---		
On-site Sewage Treatment	---		
Water Mains	---		
Fire Hydrants	---		
On-site Water Supply	---		
Survey Monuments	Lump Sum	250	
Street Lights	---		
Street Name Signs	Relocate	100	
Construction Administration	5%	250	
Utility Relocation Costs			
Design Costs	5%	250	
<b>SUB TOTAL</b>		<b>\$ 4855</b>	

Supervision of all installations (should not normally exceed 4% of subtotal) in above figures

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: \$ 4,855

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans, based on the City Council approved plan, and submitted at the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable conformance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording the subdivision plat.

*To replace Improvements Agreement  
 recorded in Book 1776, Page 70  
 released in error  
 KP  
 1/22/91*

*John D. [Signature]*  
 Signature of Subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)

**Recorder's Note: Poor Legibility On Document Provided For Recording.**

DATE: January 18 1991

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

*[Signature]*  
 City Engineer

RE: Ptarmigan Estates

Corner of 27 1/2 and G Road

Name of Subdivision or Other Improvement

Location

**BOOK 1821 PAGE 435**

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat c  
Ptarmigan Estates date January 18 1991, the fol  
 Name of Subdivision

lowing improvements to City of Grand Junction standards and to furnish a  
 Improvements Guarantee in the form acceptable to the City for these improve  
 ments.

*27 1/2 Road*

1561479 02:05 PM 01/21/91  
 MONIKA TODD CLK&REG MESA COUNTY

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading	13,095 @ .25	3,274	N.A.
Street Base	13,095 @ .31	4,059	
Street Paving	13,095 @ .60	7,857	
Curbs and Gutters	582 @ 15.60	9,126	
Sidewalks	N.A. Combine above		
Storm Sewer Facilities	N.A.		
Sanitary Sewers	N.A.		
Mains Curb Cuts	3 @ 37.50	113	
Laterals/House Connections	N.A.		
On-site Sewage Treatment	N.A.		
Water Mains	N.A.		
Fire Hydrants	N.A.		
On-site Water Supply	N.A.		
Survey Monuments Surveying	lump sum	375	
Street Lights	N.A.		
Street Name Signs	Relocate	100	
Construction Administration	5%	1250	
Utility Relocation Costs	N.A.		
Design Costs	5%	1250	
<b>SUB TOTAL</b>		<b>27,404</b>	

Supervision of all installations (should not normally exceed 4% of subtotal) In above figures

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: \$ 27,404

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans, based on the City Council approved plan, and submitted to the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable conformance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording the subdivision plat.

*To replace Improvements Agreement  
 Recorded in Book 1776, Page 71  
 released in error.*

*KP  
 1/22/91*

Signature of Subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)

Recorder's Note: Poor Legibility On Document Provided For Recording.

DATE: January 18 1991

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction I take no exception to the above.

*[Signature]*  
 City Engineer