

SIG91PTA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**

NAME OF APPLICANT OR DEVELOPER: PTARMIGAN INVESTMENTS,
INC.

PROJECT/SUBDIVISION: PTARMIGAN RIDGE SUBDIVISION-FILING 1

LOCATION: NORTH OF RIDGE DRIVE, EAST OF 15TH
STREET

PARCEL NO.: VICINITY OF 2945-012-48-()

FILE NO.: 1990-0025A

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT

REF: Ptarmigan Ridge 1st filing Ridge Dr.
 Name of Subdivision or Other Improvement Location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Ptarmigan Ridge 1st date Dec 20 1990, 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.

Ridge court

1563589 01:58 PM 02/20/91
 MONIKA TODD CLK® MESA COUNTY CO

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading	895 ^{yd} at 1.75	1566	Done
Street Base	619 ^{sq} at 11	6809	June 1, 1991
Street Paving	216 ^{sq} at 26	5616	June 1, 1991
Curbs and Gutters	\$13.90 per ft		
Sidewalks	710	9869	
Storm Sewer Facilities			
Sanitary Sewers			
Mains	316 at 9	2844	Done
Laterals/House Connections	11 at 270	2970	Done
On-site Sewage Treatment ^{water service}	8 at 360	2880	Done
Water Mains	316 at 8.00	2528	Done
EFFICIENCIES Manhole	3 at 790	2370	Done
On-site Water Supply irrigation		3260	Done
Survey Monuments			
Street Lights	2 at 500	1000	
Street Name Signs	2 at 50	100	
Construction Administration	5%	500	
Utility Relocation Costs			
Design Costs			
SUB TOTAL		23,894	

Supervision of all installations (should not normally exceed 4% of subtotal) 500

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: \$ 24,394

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.

[Handwritten 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.

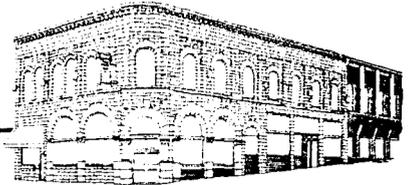
DATE: January 25 19 91

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.

[Handwritten Signature]
 City Engineer

BURNS NATIONAL BANK

900 Main Avenue • Post Office Drawer N • Durango, CO 81302-9984
(303) 247-5151 • FAX (303) 247-3795



IRREVOCABLE LETTER OF CREDIT

All drafts must be marked:
Drawn under Credit No. 2323-5

City of Grand Junction

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of: JOHNNIE A. SIEGFRIED and E. B. HAMILTON, JR.

up to the aggregate amount of TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 US DOLLARS (\$24,500.00), available by your draft drawn at sight on The Burns National Bank, Durango, Colorado.

This Letter of Credit is effective immediately for an amount not to exceed the sum shown hereon.

The amount and date of negotiation must be endorsed on the back thereof by the negotiator.

The draft drawn under this Letter of Credit must be accompanied by the following:

A demand request by the City Engineer at any time prior to midnight on February 15, 1992.

We hereby agree with the drawers, endorsers and bona fide holder of drafts drawn under and in compliance with the terms of this credit that such credit will be duly honored upon presentation of the drawee.

Except as otherwise expressly stated therein, this credit is subject to Article V of the Colorado Uniform Commercial Code.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie M. Kinney". The signature is written in dark ink and is positioned to the left of the typed name.

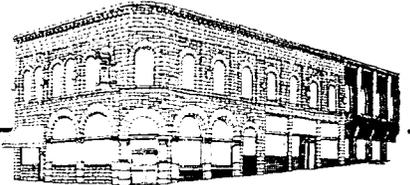
Bonnie M. Kinney
Asst. Vice President

THIS CREDIT EXPIRES: 2/15/92

BMK/gs

BURNS NATIONAL BANK

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City of Grand Junction

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of: JOHNNIE A. SIEGFRIED and E. B. HAMILTON, JR.

up to the aggregate amount of THIRTY-ONE THOUSAND FIVE HUNDRED AND NO/100 US DOLLARS (\$31,500.00), available by your draft drawn at sight on The Burns National Bank, Durango, Colorado.

This Letter of Credit is effective immediately for an amount not to exceed the sum shown hereon.

The amount and date of negotiation must be endorsed on the back thereof by the negotiator.

The draft drawn under this Letter of Credit must be accompanied by the following:

A demand request by the City Engineer at any time prior to midnight on February 15, 1992.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless forty-five (45) days prior to such date we shall notify you in writing by certified mail that we elect not to consider this Letter of Credit renewed for any such additional period.

We hereby agree with the drawers, endorsers and bona fide holder of drafts drawn under and in compliance with the terms of this credit that such credit will be duly honored upon presentation of the drawee.

Except as otherwise expressly stated therein, this credit is subject to Article V of the Colorado Uniform Commercial Code.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie M. Kinney". The signature is written in dark ink and is positioned above the typed name and title.

Bonnie M. Kinney
Asst. Vice President

THIS CREDIT EXPIRES: 2/15/92

BMK/gs

1564787 09:53 AM 03/08/91
MONIKA TODD CLK&REC MESA COUNTY CO

Recitals.

Ptarmigan Investments Inc., a Colorado corporation (hereinafter "PI"), represents that it owns, or will own, a tract of land which it desires to subdivide and develop as 79 single family lots ("Ptarmigan Ridge Subdivision") (PI may modify the number of lots requested; in such event this agreement shall be modified by virtue of the planning approvals given to reflect the revised number of lots). PI has applied for and has nearly received approval from the City of Grand Junction (hereinafter "City"), the appropriate governmental authority, for approval of the final plat. As a part of the review process, PR is required to show that it can supply water for domestic and fire protection purposes. Because PI is in the city limits, PI is required to make provision for the construction of a line extension, a pump station (to increase the pressure in the lines to be built) and appurtenant facilities. The City has estimated that the costs of building such facilities is \$170,000.00.

Because the City has determined that the proposed development is in the public interest and will serve a public need for housing, the City desires to assist PI to the extent reasonable and proper. PI's proposed development is in an area of the City that may be the subject of a dispute between the City and the Ute Water Conservancy District, in which dispute PI desires to avoid being involved.

The City desires that the line to be built by PI be upgraded in order to provide service to other areas. The City has agreed that the costs of such upgrade(s) are to borne by the City, later to be recouped from the benefitting property owners.

In consideration of the mutual benefits, burdens, obligations, promises and duties set forth and applicable to PI and the City, the adequacy and receipt of which the parties acknowledge and confess, PI and the City agree as follows:

1. PI shall deliver to the City a power of attorney, and other documents requested by the City (which shall bind and run with the lands owned by PI and shown on the attached exhibit labelled Ptarmigan 1), in order to initiate and complete the formation of a special improvement district to pay for the costs of construction and administration related to constructing and placing in service a water line, a pump station, and other facilities and materials sufficient in size, location, and specifications as determined by the Utility Engineer, generally as shown on the attached map labelled Ptarmigan 1.

2. The plat of Ptarmigan Ridge Subdivision Filing 1, and each plat and/or filing thereafter, shall provide that no lot may be developed nor occupied until a water tap of \$3,200.00 has been paid to the City no later than the time of issuance of a building permit for development on such lot. In addition, the City may, if it deems it appropriate, cause a notice to be recorded with the Clerk and Recorder of Mesa County, of like effect. No

Kathy
JOHN
Brought this by
DAVE
Siegfried

building permittee of a lot in Ptarmigan Subdivision shall pay more than \$3,200 for a water tap or water plant investment fee.

3. The City may initiate the formation of the special improvement district at any time until January 1, 2015. If the City has not begun to form the district by such date, the power of attorney shall terminate and be of no further force and effect. The city intends to form the improvement district to pay for the costs of the line extension, pump stations and other facilities then required to provide adequate fire and domestic water and to bring an adequate water supply to the external boundary of the subdivision. If the City is able to purchase existing water lines from the Ute District, the amount of the construction to be paid for by the district may be reduced.

4. Until such time as the City and the Ute Conservancy District have either executed a written agreement resolving their differences or have prosecuted to a final judgment their differences (hereinafter such resolution shall be termed the "solution"), the City may allow Ptarmigan Ridge Subdivision to actually be supplied by Ute. Until the solution is reached, the City shall place each of the \$3,200 water tap fees (paid by the recipient of a building permit)¹ in an interest bearing account or fund.

If the resolution of the City/Ute dispute is such that the City is entitled to permanently serve Ptarmigan Ridge Subdivision, the City shall refund to the building permittee a portion of the \$3,200 calculated as follows: from the \$3,200 plus accrued interest on \$2,200 of the \$3,200 shall be subtracted: (a) any unreimbursed costs incurred by the City in constructing or placing into service any lines or other facilities deemed by the City to be necessary to serve the Ptarmigan Ridge Subdivision (unreimbursed costs shall include reasonable costs of administration and other related staff costs); (b) and, the costs of acquiring any of the Ute system, whether by condemnation, order of court, or by agreement. The parties agree that there may not be any refunds payable pursuant to the foregoing, depending on the actual costs incurred by the City at some future time.

If the solution is such that Ute is entitled to serve Ptarmigan Ridge Subdivision, the City, as part of the solution, recognizes the Ute position that the City will be obligated to pay to Ute the tap fees collected from building permittees.

5. Other than as set forth herein, the parties have no other agreements except those that are in writing as a part of the subdivision process. Ptarmigan Investments agrees and understands that it must, at its sole cost, construct all water facilities within the subdivision and connecting to the main water supply line and that such work must be guaranteed in the form provided for in the form of an improvements guarantee/agreement.

¹The existing city tap is \$1,000.00. The existing Ute tap is \$3,200.00.

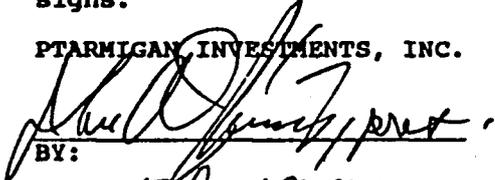
6. It is the intent of the parties that the amount of the lien created by the formation of the contemplated improvement district will be equal, as to each platted lot, to 1/79 th of the total costs of the district (based on the current proposed number of lots to be subdivided; if the City approves a different number of lots in the future, as to such future lots, the denominator of the fraction '1/79' shall be changed to reflect the actual number of lots). In the event that the City forms the contemplated improvement district at such time as not all the proposed lots in the Ptarmigan Ridge Subdivision have been platted, the amount of money payable by each owner of a platted lot shall be 1/79th of the total costs and the balance not placed as a lien against a platted lot shall be assessed against the unplatted property. As other lots are platted, each shall be burdened with 1/79th of the original principal amount plus accrued interest thereon through the date of platting and the lien with respect to the balance of the unplatted land, if any, shall be reduced concomitantly.

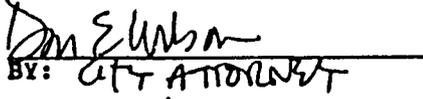
7. While the parties have written this agreement in order to receive the benefit of the rules and procedures applicable to special improvement districts, in the event that a court of competent jurisdiction deems, for whatever reason, that the agreement is not enforceable (i.e., so that the City may not be repaid any moneys it may incur in extending or providing water service to the subdivision), the parties agree that: (1) they intended to create a mortgage or other encumbrance on the lands and lots of Ptarmigan Ridge Investments and they agree to execute such documents and to do such other things as may be reasonably necessary to create such a mortgage or encumbrance until such time as the city has received all monies to which it would have been entitled except for the adverse judgment of the court; or, (2) they intended to enter into a contract for the payment of money to the City in return for benefits received by Ptarmigan Ridge Investments and the parties agree to execute such documents and to do such other things as may be reasonably necessary to accomplish the payment to the City of all monies to which it would have been entitled except for the adverse judgment of the court; or, (3) the City is then entitled to equitable relief, to be enforced against the land and the then owners of the properties of the subdivision, so that the City receives all monies to which it would have been entitled except for the adverse judgment of the court.

8. This agreement and the several provisions hereof, shall be binding on the parties and their successors, heirs and assigns.

PTARMIGAN INVESTMENTS, INC.

CITY OF GRAND JUNCTION


BY: _____


BY: CITY ATTORNEY

DATE: Feb. 19, 91

DATE: 2/19/91