

STR94STR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF AGENCY OR CONTRACTOR: THE SEASONS AT TIARA RADO ASSOCIATES BY JACK ACVFF

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: THE SEASONS AT TIARA RADO SUBDIVISION. FILING NO. 4, SEASONS DRIVE, WHITETAIL LANE, SNOW MESA LANE, SEASONS DRIVE ENTRYWAY

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

1683798 02:23 PM 05/27/94
MONIKA TODD CLK&REC MESA COUNTY (

1. Parties: The parties to this Development Improvements Agreement ("the Agreement") are THE SEASONS ATTUARA KATO ASSOCIATES ("the Developer") and THE COUNTY OF MESA, Colorado ("the County").

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

RECITALS

The Developer seeks permission to subdivide property with the County to be known as FILING NO 4, THE SEASONS AT TIARA KATO (the Subdivision"), or to develop the platted property known as _____ (the Subdivision), 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 under this Agreement (except his obligations for warranty under paragraph 8), 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 disbursement agreement, CD building permit hold, d) cash in the amount of \$ _____, to be escrowed by the County Treasurer, or e) a performance bond.

a. 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 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

Recorder's Note: Exhibit A, B & C-3 attached when recorded 5/27/94. Jm

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.

- 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.
- c. 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

9. Plat Approval: The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties on APRIL 5, 1994 or provided by the Mesa County Land Development Code as it existed on that date of approval.

10a. Notice of Defect: The Developer shall instruct his 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 declared and an Affidavit of Lapse of Improvements Agreement 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 than 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.

BOOK 2075 PAGE 201

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.

16. **County's Rights Upon Default:** When any event of 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 under 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, the County may also enjoin the sale, transfer, or conveyance of lots within 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, its 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

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 burdens 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:** Any notice 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 receipt requested, and addressed as follows:

If to Developer:

THE SEASON AT TIMA LAYO ASSOCIATES
Box 9090

GRAND Jct, CO 81501
ATTN JACK ACUFF

If to County:

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

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.

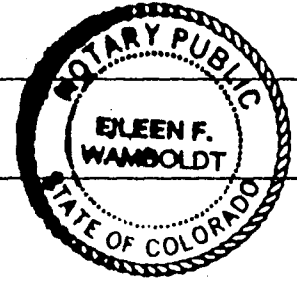
Joseph B. Bellman 5-27-94
Signature of Engineering Supervisor or His Representative Date

[Signature]
Signature of Developer

JACK ACUFF 5/12/94
Print Name and Address Date
BOX 9090
GRAND JCT. CO 81501

Notarized by *Eileen F. Wamboldt*

My Commission Expires on 11/25/95



**DISBURSEMENT AGREEMENT
(Improvements Guarantee)**

DEVELOPER: The Seasons at Tiara Rado Associates
Post Office Box 9090
Grand Junction, CO 81502

BANK: Alpine Bank Grand Junction
225 North 5th Street
Grand Junction, CO 81501

PROPERTY: Filing No. 4, The Seasons at Tiara Rado
Subdivision, Grand Junction, Colorado

DISBURSEMENT AMOUNT: For the construction of the Improvements to
the Property in an amount not to exceed ~~\$285,226.00~~ 294,249.00

This Agreement is entered into by and between The Seasons at Tiara Rado Associates ("the Developer"), Alpine Bank Grand Junction (the "Bank") and the City of Grand Junction, Colorado ("the City").

RECITALS

On April 22, 1994, Resolution No. MCM 94-67, Approval of An Amendment To The Official Development Plan and of A Preliminary Final Plan Seasons At Tiara Rado, Filing 4, was recorded in the office of the Clerk and Recorder of Mesa county, Colorado in Book 2065, Pages 911 through 914.

On May 27, 1994, a Mesa County Development Permit and Development Improvements Agreement (the "Improvements Agreement") for The Seasons at Tiara Rado Filing 4 - Amended ODP & Preliminary/Final was recorded in the office of the Clerk and Recorder of Mesa County, Colorado in Book 2075, Pages 195 through 214 (Page 197 not attached).

In order to secure performance under the Improvements Agreement the Developer provided a Building Permit Hold.

On August 19, 1994, Filing No. 4, The Seasons at Tiara Rado is scheduled to be annexed to the City.

The City has agreed to the replacement of the Building Permit Hold with a Bank Disbursement Agreement.

The Bank has agreed to loan funds to the Developer for construction of the Improvements.

The City accepts the estimate of costs in the Improvements Agreement as approved and recorded by Mesa County, Colorado and that amount or an amount not to exceed ~~\$295,226.00~~, whichever is greater, shall be referred to as the "Funds." 294,849.00 X

The parties agree that the security for the performance of the Developer's obligations under the Improvements Agreement shall be in the form of this Disbursement Agreement whereby assurance is given by the Developer and the Bank that the Funds are disbursed only to pay for the Improvements. Building permits for residences to be constructed on the Property will be available upon submission of a properly prepared and executed Building Permit application.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall dedicate or set aside the funds on behalf of Developer and for the City's benefit within forty-eight hours of execution of this Disbursement Agreement. Bank warrants that the funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to or on behalf of the Developer except as set forth in this document or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements Agreement Detail, attached hereto as "Exhibit A." All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and City Engineer, and shall certify that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed or delivered to the Property; and that the Project Engineer has inspected the Improvements for which payment is requested; and that such has been completed in accordance with all terms, specifications and conditions of the approved plans. The City Engineer shall respond to all disbursement requests within three (3) working days or such requests shall be deemed approved.

Attached hereto as "Exhibit B" is the list of those individuals, and their respective signatures, required to sign the above described requests.

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank. The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payees in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to Bank or under the Improvements Agreement, Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. Bank shall immediately notify the City, in writing, of any event of default as provided for in the Improvements Agreement as provided herein.

(d) **Disbursement to City.** In the event the improvements are not satisfactorily and timely constructed, or upon any default, the City shall notify the Bank to immediately cease disbursement of Funds to the Developer and disburse the full amount of the remaining undisbursed Funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City to disburse the Funds to the City or a third party or parties. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by its signature, consents to disbursements and other actions authorized and provided for by the terms of this Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth herein, the Bank shall be liable to the City for reasonable losses sustained by the City due to such failure.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated this 10th day of August, 1994.

BANK:

Alpine Bank Grand Junction

By: *Tom Franke*
Title President
225 N. 5th St. Grand Junction
Address

DEVELOPER:

The Seasons At Tiara Rado Associates

By: *Jack Acuff*
Jack Acuff, President of Transmontane
Development Corporation, a general partner
of the Seasons at Tiara Rado Associates

CITY OF GRAND JUNCTION, COLORADO

By: *David A. Varley*
Mark K. Achen, City Manager
DAVID A. VARLEY ASST.

IMPROVEMENTS AGREEMENT

Sheet 2 of 9

STREET NAME: Seasons Drive LENGTH 747 ft.
 DEVELOPMENT: The Seasons at Tiara Rado Filing #4

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

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Mobilization	1	L.S.	1,000	1,000	11/1/94
Utility Relocation		L.S.			
Unclassified Excavation	1,010	C.Y.	2	2,020	11/1/94
Street Sub-base Class _____		C.Y.			
Street Base-course Class <u>6</u> (6" thick)	620	C.Y.	15	9,300	11/1/94
Street Asphalt Paving Grade <u>6</u> (3" thick)	490	TON	25	12,250	11/1/94
Curbs & Gutters <u>2</u> feet wide	1,370	L.F.	8	10,960	11/1/94
Sidewalks <u>5</u> feet wide	760	L.F.	7	5,320	11/1/94
Recreation Trail <u>8</u> feet wide	225	L.F.	10	2,250	11/1/94
Storm Water Management Control Structure	1	L.S.	15,000	15,000	11/1/94
Storm Sewer Shallow Manholes		ea.			
Storm Sewer Inlets	2	ea.	1,000	2,000	11/1/94
Storm Sewer Pipe <u>12"</u> diameter	320	L.F.	14	4,480	11/1/94
Storm Sewer Standard Manholes		ea.			
Storm Sewer Inlets		ea.			
Storm Sewer Pipe _____ diameter		L.F.			
Sanitary Sewer Shallow Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals _____ diameter		L.F.			
Sanitary Sewer Standard Manholes	5	ea.	1,200	6,000	11/1/94
Sanitary Sewer Mains <u>8"</u> diameter	775	L.F.	10	7,750	11/1/94
San Sewer Trunk Lines _____ diameter	290	L.F.	8	2,320	11/1/94
Sanitary Sewer Laterals <u>4"</u> diameter		L.F.			
On Site Sewage Facilities					
Septic Tanks		ea.			
Package Plant		ea.			
Holding Tanks		ea.			
Other _____					
Water Mains <u>12"</u> diameter	805	L.F.	15	12,075	11/1/94
Valves <u>12"</u>	3	ea.	825	2,475	11/1/94
Fixtures (Fittings)	3	ea.	288	864	11/1/94
Other <u>3/4"</u> service lines	290	ea.	6	1,740	11/1/94
Fire Hydrants including: (T's, gate valves, laterals)	1	ea.	1,500	1,500	11/1/94
Irrigation System					
Earthen Ditch		L.F.			
Concrete Ditch		L.F.			
Pressurized Pipe <u>4"</u> diameter	840	L.F.	5	4,200	11/1/94
Gravity Flow Pipe <u>8"</u> diameter	110	L.F.	5	550	11/1/94
Subtotal				104,054	

RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

X
 STREET NAME: Seasons Drive
 DEVELOPMENT: The Seasons at Tiara Rado Filing #4

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				104,054	
Irrigation System (cont.)					
Mains _____ diameter		L.F.			
Boxes _____		ea.			
Risers _____		ea.			
Pumps _____		ea.			
Other Pump House with well	1	ea.	5,000	5,000	11/1/94
On Site Water Supply					
		L.S.			
Survey Monuments					
		ea.			
Survey Monument Boxes					
		ea.			
Off Street Parking					
Sub-base Class _____		C.Y.			
Base-course Class _____		C.Y.			
Asphalt Paving Grade _____		TON			
Street Lights					
		ea.			
Street Name Signs	3	ea.	50	150	11/1/94
Traffic Control Devices					
Permanent (Stop signs, etc.)		ea.			
Temporary (Barricades, etc.)	1	ea.	100	100	11/1/94
Fencing, Screening - Type _____					
		L.F.			
Landscaping (as per approved final development plan)					
1) Right-of-way		L.S.			
2) Open Space Landscaping (Private)	1,000	L.S.	1,000	1,000	11/1/94
3) Other, as req'd by Mesa County		L.S.			
Other _____					
Parking					
		S.F.			
SUBTOTAL				110,304	

Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) \$ N/A

Construction Management @ 3% of the Subtotal \$ 3,309

Supervision of all installations @ 4% of the Subtotal \$ 4,412

Total Estimated Cost of Improvements and Supervision \$ 118,025

If Desert Landscaping is proposed, a notarized letter to that effect will be required.
 Prepared By: Steve LaBonde *[Signature]*
 Firm: Westwater Engineering

Cost estimates have been reviewed by Mesa County Engineering and are acceptable as shown.
 Engineering Supervisor: *[Signature]*

Note: An Improvements Release Form must be obtained from the County Planning Department as 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.

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IMPROVEMENTS AGREEMENT

Sheet 4 of 9

STREET NAME: Whitetail Lane LENGTH 1,217 ft.
 DEVELOPMENT: The Seasons at Tiara Rado Filing #4

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

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Mobilization	1	L.S.	1,000	1,000	11/1/94
Utility Relocation		L.S.			
Unclassified Excavation	1,340	C.Y.	2	2,680	11/1/94
Street Sub-base Class _____		C.Y.			
Street Base-course Class 6 (6" thick)	710	C.Y.	15	10,650	11/1/94
Street Asphalt Paving Grade 6 (3" thick)	490	TON	25	12,250	11/1/94
Curbs & Gutters 2.5 feet wide	2,560	L.F.	8.75	22,400	11/1/94
Sidewalks 4 feet wide	1,310	L.F.	6	7,860	11/1/94
Recreation Trail _____ feet wide		L.F.			
Storm Water Management Control Structure	1	L.S.	750	750	11/1/94
Storm Sewer Shallow Manholes	2	ea.	800	1,600	11/1/94
Storm Sewer Inlets	4	ea.	1,000	4,000	11/1/94
Storm Sewer Pipe 12 diameter	265	L.F.	1,400	3,710	11/1/94
Storm Sewer Standard Manholes	2	ea.	1,000	2,000	11/1/94
Storm Sewer Inlets		ea.			
Storm Sewer Pipe 15 diameter	445	L.F.	16.50	7,342	11/1/94
Sanitary Sewer Shallow Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San. Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals _____ diameter		L.F.			
Sanitary Sewer Standard Manholes		ea.			
Sanitary Sewer Mains 8 diameter	7	L.F.	1,200	8,400	11/1/94
San. Sewer Trunk Lines _____ diameter	1,970	L.F.	10	19,700	11/1/94
Sanitary Sewer Laterals 4 diameter		L.F.	8	5,680	11/1/94
On Site Sewage Facilities					
Septic Tanks		ea.			
Package Plant		ea.			
Holding Tanks		ea.			
Other _____					
Water Mains 6" diameter	1,220	L.F.	8	9,760	
Valves	2	ea.	400	800	
Fixtures (Fittings)	10	ea.	200	2,000	11/1/94
Other 3/4" service lines	520	L.F.	6	3,120	
Fire Hydrants including: (T's, gate valves, laterals)	2	ea.	1,500	3,000	11/1/94
Irrigation System					
Earthen Ditch		L.F.			
Concrete Ditch		L.F.			
Pressurized Pipe 4" diameter	3,440	L.F.	5	17,200	11/1/94
Gravity Flow Pipe 8" diameter	100	L.F.	5	500	
Subtotal				137,322	

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STREET NAME: Whitetail Lane LENGTH 1217 ft
 DEVELOPMENT: The Seasons at Tiara Rado Filing #4

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				137,342	
Irrigation System (cont.)					
Mains _____ diameter		L.F.			
Boxes		ea.			
Risers		ea.			
Pumps		ea.			
Other _____					
On Site Water Supply		L.S.			
Survey Monuments		ea.			
Survey Monument Boxes		ea.			
Off Street Parking					
Sub-base Class _____		C.Y.			
Base-course Class _____		C.Y.			
Asphalt Paving Grade _____		TON			
Street Lights		ea.			
Street Name Signs		ea.			
Traffic Control Devices					
Permanent (Stop signs, etc.)	2	ea.	75	150	11/1/94
Temporary (Barricades, etc.)		ea.			
Fencing, Screening - Type _____		L.F.			
Landscaping (as per approved final development plan)					
1) Right-of-way		L.S.			
2) Open Space Landscaping		L.S.			
3) Other, as req'd by Mesa County		L.S.			
Other _____					
Parking		S.F.			
SUBTOTAL				137,472	

Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) \$ _____

Construction Management @ 3% of the Subtotal \$ 4,124

Supervision of all installations @ 4% of the Subtotal \$ 5,499

Total Estimated Cost of Improvements and Supervision \$ 147,095

If Desert Landscaping is proposed, a notarized letter to that effect will be required.
 Prepared By: Steve LaBonde
 Firm: Westwater Engineering

Cost estimates have been reviewed by Mesa County Engineering and are acceptable as shown.
 Engineering Supervisor: Joseph J. Buhner

Note: An Improvements Release Form must be obtained from the County Planning Department as 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.

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IMPROVEMENTS AGREEMENT

Sheet 6 of 9

STREET NAME: Snow Mesa Lane LENGTH 143 ft.

DEVELOPMENT: The Seasons at Tiara Rado Filing #4

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

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Mobilization	1	L.S.	500	500	11/1/94
Utility Relocation		L.S.			
Unclassified Excavation	315	C.Y.	2	630	11/1/94
Street Sub-base Class _____		C.Y.			
Street Base-course Class <u>6</u> (<u>6"</u> thick)	85	C.Y.	15	1,275	11/1/94
Street Asphalt Paving Grade <u>6</u> (<u>13"</u> thick)	60	TON	25	1,500	11/1/94
Curbs & Gutters <u>2.5</u> feet wide	350	L.F.	8.75	3,062	11/1/94
Sidewalks <u>4</u> feet wide	115	L.F.	6	690	11/1/94
Recreation Trail _____ feet wide		L.F.			
Storm Water Management Control Structure		L.S.			
Storm Sewer Shallow Manholes		ea.			
Storm Sewer Inlets		ea.			
Storm Sewer Pipe _____ diameter		L.F.			
Storm Sewer Standard Manholes		ea.			
Storm Sewer Inlets		ea.			
Storm Sewer Pipe _____ diameter		L.F.			
Sanitary Sewer Shallow Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals _____ diameter		L.F.			
Sanitary Sewer Standard Manholes	2	ea.	1,200	2,400	11/1/94
Sanitary Sewer Mains <u>8"</u> diameter	140	L.F.	10	1,400	11/1/94
San Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals <u>4"</u> diameter	85	L.F.	8	680	11/1/94
On Site Sewage Facilities					
Septic Tanks		ea.			
Package Plant		ea.			
Holding Tanks		ea.			
Other _____					
Water Mains <u>6"</u> diameter	170	L.F.	8	1,360	11/1/94
Valves		ea.	400	400	11/1/94
Fixtures (Fittings)	1	ea.	200	200	11/1/94
Other <u>3/4"</u> service lines	60	L.F.	6	360	11/1/94
Fire Hydrants Including: (T's, gate valves, laterals)		ea.			
Irrigation System					
Earthen Ditch		L.F.			
Concrete Ditch		L.F.			
Pressurized Pipe <u>4"</u> diameter	280	L.F.	5	1,400	11/1/94
Gravity Flow Pipe <u>8"</u> diameter	50	L.F.	5	250	11/1/94
Subtotal				16,107	

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STREET NAME: Snow Mesa Lane LENGTH 143 ft.
 DEVELOPMENT: The Seasons at Tiara Rado Filing #4

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				16,107	
Irrigation System (cont.)					
Mains _____ diameter		L.F.			
Boxes _____		ea.			
Risers _____		ea.			
Pumps _____		ea.			
Other _____					
On Site Water Supply		L.S.			
Survey Monuments		ea.			
Survey Monument Boxes		ea.			
Off Street Parking					
Sub-base Class _____		C.Y.			
Base-course Class _____		C.Y.			
Asphalt Paving Grade _____		TON			
Street Lights		ea.			
Street Name Signs		ea.			
Traffic Control Devices					
Permanent (Stop signs, etc.)	1	ea.	75	75	9/1/94
Temporary (Barricades, etc.)		ea.	100	100	9/1/94
Fencing, Screening - Type _____		L.F.			
Landscaping (as per approved final development plan)					
1) Right-of-way		L.S.			
2) Open Space Landscaping		L.S.			
3) Other, as req'd by Mesa County		L.S.			
Other _____					
Parking		S.F.			
Subtotal				16,282	

Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) \$ N/A

Construction Management @ 3% of the Subtotal \$ 488

Supervision of all installations @ 4% of the Subtotal \$ 651

Total Estimated Cost of Improvements and Supervision \$ 17,421

If Desert Landscaping is proposed, a notarized letter to that effect will be required.

Prepared By: Steve LaBonde *[Signature]*

Firm: Westwater Engineering

Cost estimates have been reviewed by Mesa County Engineering and are acceptable as shown.

Engineering Supervisor: *[Signature]*

Note: An Improvements Release Form must be obtained from the County Planning Department as 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.

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IMPROVEMENTS AGREEMENT

Sheet 8 of 9

STREET NAME: Seasons Drive Entryway LENGTH 150 ft.

DEVELOPMENT: The Seasons at Tiara Rado

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

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Mobilization		L.S.			
Utility Relocation		L.S.			
Unclassified Excavation	80	C.Y.	2	160	11/94
Street Sub-base Class _____		C.Y.	14		
Street Base-course Class _____	275	C.Y.	15	4,125	
Street Asphalt Paving Grade _____	70	TON	25	1,750	11/94
Curbs & Gutters _____ feet wide	290	L.F.	8	2,320	11/94
Sidewalks _____ feet wide	150	L.F.	6	900	11/94
Recreation Trail _____ feet wide		L.F.			
Storm Water Management Control Structure		L.S.			
Storm Sewer Shallow Manholes	1	ea.	800	800	11/94
Storm Sewer Inlets _____ diameter	32	ea.	1,000	1,000	11/94
Storm Sewer Pipe _____ diameter		L.F.	14	448	11/94
Storm Sewer Standard Manholes		ea.			
Storm Sewer Inlets _____ diameter		ea.			
Storm Sewer Pipe _____ diameter		L.F.			
Sanitary Sewer Shallow Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San. Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals _____ diameter		L.F.			
Sanitary Sewer Standard Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San. Sewer Trunk Lines _____ diameter		L.F.			
Sanitary Sewer Laterals _____ diameter		L.F.			
On Site Sewage Facilities					
Septic Tanks		ea.			
Package Plant		ea.			
Holding Tanks		ea.			
Other _____					
Water Mains _____ diameter		L.F.			
Valves		ea.			
Fixtures		ea.			
Other _____					
Fire Hydrants including: (T's, gate valves, laterals)		ea.			
Irrigation System					
Earthen Ditch		L.F.			
Concrete Ditch		L.F.			
Pressurized Pipe _____ diameter		L.F.			
Gravity Flow Pipe _____ diameter		L.F.			
Subtotal				11,503	

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STREET NAME: Seasons Drive Entryway LENGTH _____
 DEVELOPMENT: The Seasons at Tiara Rado

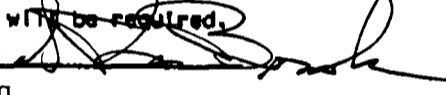
IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				11,503	
Irrigation System (cont.)					
Mains _____ diameter		L.F.			
Boxes _____		ea.			
Risers _____		ea.			
Pumps _____		ea.			
Other _____					
On Site Water Supply		L.S.			
Survey Monuments		ea.			
Survey Monument Boxes		ea.			
Off Street Parking					
Sub-base Class _____		C.Y.			
Base-course Class _____		C.Y.			
Asphalt Paving Grade _____		TON			
Street Lights		ea.			
Street Name Signs		ea.			
Traffic Control Devices					
Permanent (Stop signs, etc.)		ea.			
Temporary (Barricades, etc.)		ea.			
Fencing, Screening - Type _____		L.F.			
Landscaping (as per approved final development plan)					
1) Right-of-way		L.S.			
2) Open Space Landscaping		L.S.			
3) Other, as req'd by Mesa County		L.S.			
Other _____					
Parking		S.F.			
SUBTOTAL				11,503	

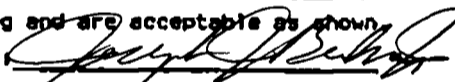
Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) \$ N/A

Construction Management @ 3% of the Subtotal \$ 345

Supervision of all installations @ 4% of the Subtotal \$ 460

Total Estimated Cost of Improvements and Supervision \$ 12,308

If Desert Landscaping is proposed, a notarized letter to that effect will be required.
 Prepared By: Steve LaBonde 
 Firm: Westwater Engineering

Cost estimates have been reviewed by Mesa County Engineering and are acceptable as shown.
 Engineering Supervisor: 

Note: An Improvements Release Form must be obtained from the County Planning Department as 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.


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Exhibit B

Pursuant to the terms of the Disbursement Agreement (Improvements Guarantee) by and between The Seasons at Tiara Rado Associates, Developer; Alpine Bank Grand Junction, Bank; and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of funds under paragraph 2(a) of the Agreement:

DEVELOPER:

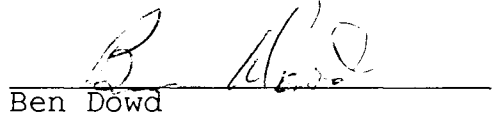
The Seasons at Tiara Rado Associates


Jack Acuff

DEVELOPER'S GENERAL CONTRACTOR:

(Water, sewer and drainage)

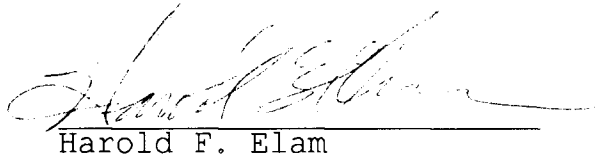
Ben Dowd Excavating, Inc.


Ben Dowd

DEVELOPER'S GENERAL CONTRACTOR:

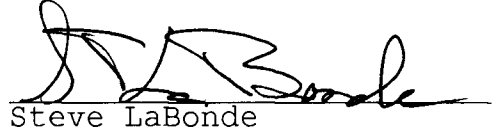
(Roadways, curb, gutter and sidewalk)

Elam Construction, Inc.


Harold F. Elam

DEVELOPER'S PROJECT ENGINEER:

Westwater Engineering, Inc.


Steve LaBonde

CITY ENGINEER:

(name)

Signature

(name)

Signature

(name)

Signature