

SVD95MV5

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**

NAME OF APPLICANT OR DEVELOPER: SURF VIEW DEVELOPMENT CO.

PROJECT/SUBDIVISION: MONUMENT VALLEY FILING #5

LOCATION: SOUTHEAST OF SOUTH CAMP ROAD AND DAKOTA DRIVE, REDLANDS

PARCEL NO.:	2947-263-00-059	2945-193-03-001	2945-193-04-006
	2945-193-02-001	2945-193-03-002	2945-193-04-007
	2945-193-02-002	2945-193-03-003	2945-193-04-008
	2945-193-02-003	2945-193-04-001	2945-193-04-009
	2945-193-02-004	2945-193-04-002	2945-193-04-010
	2945-193-02-005	2945-193-04-003	2945-193-07-001
	2945-193-02-006	2945-193-04-004	2945-193-07-002
	2945-193-02-007	2945-193-04-005	2945-193-07-003
	2945-193-07-004	2945-193-07-012	2945-193-07-020
	2945-193-07-005	2945-193-07-013	2945-193-07-021
	2945-193-07-006	2945-193-07-014	2945-193-07-022
	2945-193-07-007	2945-193-07-015	2945-193-07-023
	2945-193-07-008	2945-193-07-016	2945-193-07-025
	2945-193-07-009	2945-193-07-017	2945-193-07-026
	2945-193-07-010	2945-193-07-018	2945-193-07-027
	2945-193-07-011	2945-193-07-019	2945-193-07-030
	2945-193-08-001	2945-183-00-062	2945-302-07-031
	2945-193-08-002	2945-183-00-061	2945-302-07-032
	2945-193-08-003	2945-183-00-041	2945-302-07-033
	2945-193-08-004	2945-183-00-039	2945-302-07-034
	2945-193-08-005	2945-183-01-001	2945-302-07-035
	2945-193-08-006	2945-302-07-024	2945-302-07-036
	2945-193-09-004	2945-302-07-028	2945-302-07-037
	2945-183-00-959	2945-302-07-029	2945-302-08-007
	2945-302-08-008	2945-302-09-001	
	2945-302-08-009	2945-302-09-002	
	2945-302-08-010	2945-302-09-003	
	2945-302-08-011	2945-302-09-005	
	2945-302-08-012	2945-302-09-006	
	2945-302-08-013	2945-302-09-007	
	2945-302-08-014		

FILE NO.: anx-1995-071

CITY DEPARTMENT: Community Development

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SUBDIVISION IMPROVEMENTS  
CASH DEPOSIT AGREEMENT

ANY 11-15-91  
2001-112 2945-112  
2001-202 2945-183  
BOOK 2129 PAGE 589

This agreement is entered into by and between Mesa County, Colorado ("County"), and Santa Lucia Development Co. ("Developer").

Developer has been required by the County to construct certain improvements to Mesa County Valley Subdivision ("Improvements") in accordance with the Mesa County Land Development Code, under a Development Improvements Agreement recorded in Book 2067 Pages 640-650, in the records of the Mesa County Clerk and Recorder ("Development Improvements Agreement"), as it may be modified.

Developer hereby provides to the County a cashier's check or certified check drawn on a local bank or savings account with a local bank naming the Commissioners as sole owners of the account in the amount of \$40,000.00, (Forty thousand dollars and no cents) ("Funds") to guarantee the performance of the Development Improvements Agreement as approved by the County Engineer. The Funds are to be held by the County and to be applied per the terms of the Development Improvements Agreement. Funds will be deposited and held in a separate account.

County shall return the Funds to the Developer upon satisfactory completion of the Improvements and the release of the Development Improvements Agreement by the Board of Mesa County Commissioners. The County will retain all interest earned on the escrow deposits.

In the event of default of the Developer per the terms of the Development Improvements Agreement, the County shall utilize the funds for the sole purpose of the satisfactory completion of the Improvements. The County agrees to return the unused portion of the funds to the Developer.

Developer consents to the negotiation of the Funds and other conduct authorized by the provisions of this Agreement.

This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the County has accepted the Improvements and has recorded a release of this Agreement.

MESA COUNTY

BY: Linda Dannenberg, Planner

DATE: February 10, 1995

Santa Lucia Development Co.  
Developer's Name and Address (typed)

[Signature]  
Signature of Developer and Date

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW



# GLENDALE FEDERAL BANK F.S.B.

MAIN OFFICE: GLENDALE, CALIFORNIA

VOID AFTER  
SIX MONTHS

11-70  
1210

3 FEB 95  
THE NUMBER BELOW  
PRINTS IN RED

CERTICHECK 05 68544066

THE SUM OF \$40,000 DOLLARS

PAY TO THE  
ORDER OF MESA COUNTY

\*\*40,000.00\*\*

AMOUNT NOT TO EXCEED \$250,000.00

000-000000-0

FEDERAL HOME LOAN BANK  
OF SAN FRANCISCO

PURCHASER

THE FACE OF THIS DOCUMENT HAS A COLORED LOGO BACKGROUND—NOT A BLACK OR WHITE BACKGROUND

⑈ 68544066 ⑆ ⑆ 12100070 ⑆ ⑆ 08458 00035 ⑆ ⑆

DEVELOPMENT IMPROVEMENTS AGREEMENT

1680220 03:31 PM 04/28/94  
MONIKA TODD CLK&REC MESA COUNTY CO

1. Parties: The parties to this Development Improvements Agreement ("the Agreement") are SURF VIEW DEVELOPMENT CO. ("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 MONUMENT VALLEY, FILING 5 (the Subdivision"), or to develop the platted property known as MONUMENT VALLEY, FILING 5 (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 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 disbursement agreement,~~ c) 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~~

~~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 MARCH 18, 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.

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:

SURF VIEW DEVELOPMENT % David Fletcher  
PO Box 921  
Grand Junction, CO. 81502

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 J. Belmont 4-27-94  
Signature of Engineering Supervisor or His Representative Date

David L. Fletcher  
Signature of Developer

DAVID FLETCHER, vice president, SURF VIEW DEVELOPMENT Co.  
Print Name and Address Date

PO BOX 921, GRAND JUNCTION, CO. 81502

Notarized by THOMAS A. LOGUE Thomas A. Logue

My Commission Expires on 11/26/97

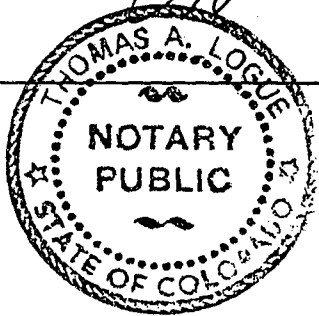


EXHIBIT B

BOOK 2067 PAGE 647

IMPROVEMENTS AGREEMENT

Sheet 1 of 2

STREET NAME: ALL STREETS LENGTH 4869 ft.

DEVELOPMENT: MONUMENT VALLEY, FILING 5

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 <u>inc. Below</u>		L.S.		- 0 -	
Utility Relocation	NONE	L.S.		- 0 -	
Unclassified Excavation	8297	C.Y.	1 <sup>00</sup>	8297	MAY 1995
Street Sub-base Class _____	None	C.Y.		- 0 -	
Street Base-course Class <u>6</u>	1010	C.Y.	14 <sup>40</sup>	14,544	" "
Street Asphalt Paving Grade <u>C</u>	4560	TON	22 <sup>20</sup>	101,232	" "
Curbs & Gutters _____ feet wide	None	L.F.		- 0 -	
Sidewalks <u>HBP 8</u> feet wide	3110	L.F.	9 <sup>30</sup>	8876	" "
Recreation Trail <u>6</u> feet wide	2774	L.F.	3 <sup>20</sup>	13,373	" "
Storm Water Management Control Structure	None	L.S.		- 0 -	
Storm Sewer Shallow Manholes		ea.			
Storm Sewer Inlets	None	ea.		- 0 -	
Storm Sewer Pipe _____ diameter		L.F.			
Storm Sewer Standard Manholes		ea.			
Storm Sewer Inlets		ea.			
Storm Sewer Pipe <u>18"</u> diameter	250	L.F.	22 <sup>00</sup>	5500	" "
Sanitary Sewer Shallow Manholes		ea.			
Sanitary Sewer Mains _____ diameter		L.F.			
San. Sewer Trunk Lines _____ diameter	None	L.F.		- 0 -	
Sanitary Sewer Laterals _____ diameter		L.F.			
Sanitary Sewer Standard Manholes		ea.			
Sanitary Sewer Mains <u>8"</u> diameter	26	ea.	800	20,800	" "
San. Sewer Trunk Lines _____ diameter	5570	L.F.	11.80	65,726	" "
Sanitary Sewer Laterals <u>4"</u> diameter	2120	L.F.	8.40	17,808	" "
On Site Sewage Facilities		ea.			
Septic Tanks		ea.			
Package Plant	None	ea.		- 0 -	
Holding Tanks		ea.			
Other _____					
Water Mains <u>8"</u> diameter	5167	L.F.	12.50	64,588	" "
Valves	17	ea.	500	8500	" "
Fixtures		ea.			
Other <u>Service Connection</u>	52	ea.	450	23,400	" "
Fire Hydrants Including: (T's, gate valves, laterals)	12	ea.	1200	14,400	" "
Irrigation System					
Earthen Ditch		L.F.			
Concrete Ditch		L.F.			
Pressurized Pipe _____ diameter	None	L.F.		- 0 -	
Gravity Flow Pipe _____ diameter		L.F.			
Subtotal				367,044	May, 1995

STREET NAME: ALL STREETS

LENGTH 4869 E FT.

DEVELOPMENT: MONUMENT VALLEY, FILING 5

IMPROVEMENT	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Subtotal brought forward				<u>367,044</u>	
Irrigation System (cont.)					
Mains _____ diameter	None	L.F.		-0-	
Boxes		ea.			
Risers		ea.			
Pumps		ea.			
Other _____					
On Site Water Supply	None	L.S.		-0-	
Survey Monuments	None	ea.		-0-	
Survey Monument Boxes	None	ea.		-0-	
Off Street Parking					
Sub-base Class _____	None	C.Y.		-0-	
Base-course Class _____		C.Y.			
Asphalt Paving Grade _____		TON			
Street Lights	None	ea.		-0-	
Street Name Signs	4	ea.	125	500	May, 1995
Traffic Control Devices					
Permanent (Stop signs, etc.)	16	ea.	125	2000	" "
Temporary (Barricades, etc.)		ea.			
Fencing, Screening - Type _____	None	L.F.		-0-	
Landscaping (as per approved final development plan)					
1) Right-of-way	None	L.S.		-0-	
2) Open Space Landscaping		L.S.			
3) Other, as req'd by Mesa County		L.S.			
Other _____					
Parking	None	S.F.		-0-	
SUBTOTAL				<u>369,544</u>	<u>May, 1995</u>

Engineering Design @ 12% of the Subtotal (if design is not completed and accepted by review agency) \$ 44,585

Construction Management @ 3% of the Subtotal \$ 11,146

Supervision of all Installations @ 4% of the Subtotal \$ 14,861

Total Estimated Cost of Improvements and Supervision \$ 440,136<sup>00</sup>

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

Prepared By: THOMAS A. LOGUE

Firm: LanDesign Partnership

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

Engineering Supervisor: [Signature] 4-27-94

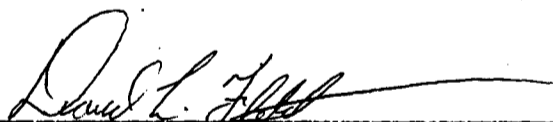
Note: An Improvements Release Form must be obtained from the County Planning Department as improvements are completed. The appropriate utility and/or County will inspect the improvement and certify that it has been constructed to specifications. Improvements Agreements will then be formally release at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

EXHIBIT C-3

BOOK 2067 PAGE 649

BUILDING PERMIT HOLD AGREEMENT

The undersigned, as developer(s) of MONUMENT VALLEY FILING 5  
Subdivision, agree that building permits will not be issued for any  
lot in this subdivision until all of the improvements required on the  
development improvements agreement of record for this subdivision are  
satisfactorily completed, accepted, and released by Mesa County, or a  
replacement to this guarantee, accepted by Mesa County, is recorded.



Developer's signature

3/18/99  
Date

David Fletcher, vice president SURF VIEW DEVELOPMENT Co.

Print name and title

PO Box 921, Grand Junction, CO. 81502

Print address

## C69-93-2 MONUMENT VALLEY FILING 5 - PREL/FINAL

Petitioner: Surf View Development (David Fletcher)

Location: Southeast of South Camp Road & Dakota Drive, Redlands

A request for approval of a preliminary/final plan and plat for 59 single-family lots and private open space dedication on 96.5 acres zoned Planned Residential (PR-3).

Commencing at the West one quarter corner of Section 19, Township 1 South, Range 1 West, of the Ute Meridian, whence the Southwest corner of Section 19 bears S 0°05'00" W a distance of 2576.59 feet, for a basis of bearings, with all bearings contained herein relative thereto; Thence S 46°32'05" E a distance of 1406.56 feet to a point on the Southwesterly right-of-way of South Camp Road as described in Book 997, Pages 945 and 946, which is the TRUE POINT OF BEGINNING; thence the following (5) courses along the Westerly right-of-way of South Camp Road; (1) South 68 degrees 04 minutes 15 seconds East (S 68°04'16" E), a distance of 1118.25 feet; (2) thence along a curve to the right having a radius of 904.93 feet, arc length of 554.11 feet, delta angle of 35 degrees 05 minutes 00 seconds (35°05'00"), a chord bearing of South 50 degrees 31 minutes 46 seconds East (S 50°31'46" E), and a chord length of 545.49 feet; (3) thence South 32 degrees 59 minutes 16 seconds East (S 32°59'16" E), a distance of 45.59 feet; (3) thence along a curve to the right having a radius of 904.93 feet, arc length of 570.52 feet, delta angle of 36 degrees 07 minutes 22 seconds (36°07'22"), a chord bearing of South 14 degrees 55 minutes 36 seconds East (S 14°55'36" E), and a chord length of 561.12 feet; (4) thence South 03 degrees 08 minutes 04 seconds West (S 03°08'04" W), a distance of 429.95 feet; (5) thence along a curve to the left having a radius of 1004.93 feet, arc length of 346.65 feet, delta angle of 19 degrees 45 minutes 52 seconds (19°45'52"), a chord bearing of South 06 degrees 44 minutes 52 seconds West (S 6°44'52" W), and a chord length of 344.93 feet to a point on the North right-of-way of Rimrock Drive; thence following along the North right-of-way of Rimrock Drive South 71 degrees 52 minutes 44 seconds West (S 71°52'44" W), a distance of 126.59 feet; thence along a curve to the left having a radius of 971.88 feet, arc length of 330.77 feet, delta angle of 19 degrees 30 minutes 00 seconds (19°30'00"), a chord bearing of South 62 degrees 07 minutes 44 seconds West (S 62°07'44" W), and a chord length of 329.17 feet; thence along the North boundary line of Monument Valley Filing 1; thence North 37 degrees 47 minutes 16 seconds West (N 37°47'16" W), a distance of 432.50 feet; thence South 53 degrees 35 minutes 44 seconds West (S 53°35'44" W), a distance of 1305.91 feet; thence North 66 degrees 56 minutes 59 seconds West (N 66°56'59" W), a distance of 97.50 feet; thence South 76 degrees 14 minutes 20 seconds West (S 76°14'20" W), a distance of 285.60 feet to the Easterly boundary of Monument Valley Filing 3; thence along said boundary North 03 degrees 04 minutes 00 seconds East (N 03°04'00" E), a distance of 271.33 feet; thence North 00 degrees 00 minutes 00 seconds East (N 00°00'00" E), a distance of 460.00 feet; thence North 14 degrees 12 minutes 42 seconds West (N 14°12'42" W), a distance of 394.84 feet to intersect the boundary of Monument Valley Filing 4; thence North 05 degrees 55 minutes 39 seconds East (N 05°55'39" E), a distance of 301.96 feet; thence North 30 degrees 45 minutes 03 seconds East (N 30°45'03" E), a distance of 172.23 feet; thence North 49 degrees 47 minutes 44 seconds East (N 49°47'44" E), a distance of 168.86 feet; thence North 67 degrees 32 minutes 26 seconds West (N 67°32'26" W), a distance of 420.00 feet to a point on the Easterly right-of-way of Dakota Road; thence the following (6) Six courses along said right-of-way; (1) North 22 degrees 27 minutes 34 seconds East (N 22°27'34" E), a distance of 107.19 feet; (2) thence along a curve to the right having a radius of 379 feet, arc length of 138.91 feet, delta angle of 20 degrees 59 minutes 59 seconds (20°59'59"), a chord bearing of North 32 degrees 57 minutes 34 seconds East (N 32°57'34" E), and a chord length of 138.13 feet; (3) thence North 43 degrees 27 minutes 34 seconds East (N 43°27'34" E), a distance of 531.45 feet; (4) thence along a curve to the left having a radius of 421.00 feet, arc length of 158.2 feet, delta angle of 21 degrees 31 minutes 47 seconds (21°31'47"), a chord bearing of North 32 degrees 41 minutes 39 seconds East (N 32°41'39" E), and a chord length of 157.27 feet; (5) thence North 21 degrees 55 minutes 44 seconds East (N 21°55'44" E), a distance of 212.62 feet; (6) thence North 66 degrees 55 minutes 44 seconds East (N 66°55'44" E), a distance of 28.28 feet to the TRUE POINT OF BEGINNING; and containing 96.477 acres as described.

RESOLUTION MCM 95-30

PARTIAL RELEASE OF AN IMPROVEMENTS AGREEMENT AND  
RELEASE OF BUILDING PERMIT GUARANTEE AND  
ACCEPTANCE OF NEW IMPROVEMENTS GUARANTEE  
FOR MONUMENT VALLEY SUBDIVISION FILING 5

WHEREAS the developer of Monument Village Subdivision Filing 5, guaranteed certain improvements to said subdivision in Book 2067 at Pages 640-649 in the records of the Mesa County Clerk and Recorder, and,

WHEREAS, said developer desired to be released from a portion of the improvements agreement as recorded above, and,

WHEREAS, said developer desired to be released from the building permit guarantee as recorded above.

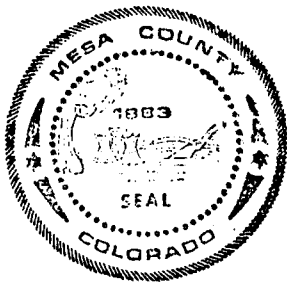
NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA FINDS AS FOLLOWS:

That water, sewer and fire flow improvements have been completed per the attached release;

That the substitute guarantee is submitted in accordance with Section 6.4.6 in the Mesa County Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA that Monumtne Village Subdivision is released from fire flow, water and sewer improvements and from the building permit guarantee as recorded above and that a new guarantee is accepted as a substitute for the building permit hold for the remaining road and drainage improvements.

PASSED and ADOPTED this 21st day of February, 1995.



*Doralyn B. Genova*  
Doralyn B. Genova, Chair  
Board of Mesa County Commissioners

ATTEST:

*Monika Todd*  
County Clerk

Planning File C69-93-2



IMPROVEMENTS AGREEMENT AND GUARANTEE

RELEASE

Monument Valley Filing 5

C69-93-2

Subdivision

File No.

South Camp Rd. and East Dakota Dr.

Common Location

BOOK 2129 PAGE 588

SIGNATURES FROM THE FOLLOWING-MARKED DISTRICTS MUST BE OBTAINED INDICATING ACCEPTANCE OF THE IMPROVEMENTS PRIOR TO A RELEASE OF THE IMPROVEMENTS REQUIRED IN THE IMPROVEMENTS AGREEMENT.

TO THE ENTITIES:

SIGNING OF THIS DOCUMENT INDICATES ACCEPTANCE OF THE IMPROVEMENTS TO STANDARDS REQUIRED BY THE PARTICULAR ENTITY. ONLY AN AUTHORIZED REPRESENTATIVE OF THE ENTITY MAY SIGN THIS DOCUMENT.

MESA COUNTY ENGINEERING: New roads and storm water drainage.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Name and Title (Print)

Road petitions must be submitted with all required signatures or submit petition numbers for accepted roads.

Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_

Ute Water

WATER:

Ralph W. Olsen Date 1-11-95  
Superintendent Transmission/Distribution  
Name and Title (Print)

CITY OF GRAND JUNCTION UTILITIES DIRECTOR:

Gren Trainor Date 2/7/95  
Utility Mgr, City  
Name and Title (Print)

City of Grand Junction

SEWER:

Gren Trainor Date 2/7/95  
Utility Mgr, City  
Name and Title (Print)

City of Grand Junction

FIRE:

Hank Masterson Date 1-13-95  
HANK MASTERSON, FIRE INSPECTOR  
Name and Title (Print)

Mesa County Engineering

DRAINAGE:

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Name and Title (Print)

IRRIGATION: None

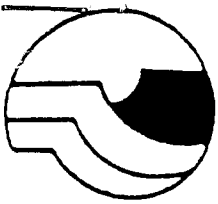
The irrigation system for new developments must be signed off by a professional engineer. Older developments seeking release may use a homeowners' petition signed by a majority of the residents. Either form is available from Mesa County Planning Division and should be attached.

MESA COUNTY PLANNING:

Linda Dannenberger Date 2-16-95

THE IMPROVEMENTS HAVE BEEN COMPLETED AS REQUIRED BY THE IMPROVEMENTS AGREEMENT RECORDED April 28, 1994, AND I REQUEST A RESOLUTION RELEASING SAID SUBDIVISION FROM THE IMPROVEMENTS AGREEMENT AND GUARANTEE.

David L. Hobbs Date 1/28/95



Mesa County Department of Land Use and Transportation  
**Planning and Development Division**

RECEIVED

AUG 15 1995

750 Main Street • P.O. Box 20,000 • Grand Junction, Colorado 81502-5022 • Ph. (970) 244-1636  
MESA COUNTY  
PLANNING DEPARTMENT

**MEMORANDUM**

**TO:** Gena Harrison, County Treasurer  
**FROM:** Verna Cox, Planner II *vc*  
**DATE:** August 15, 1995  
**RE:** Transfer of Improvements Guarantee for Monument Valley Filing 5  
to the City of Grand Junction

Monument Valley Filing 5 was recently annexed to the City of Grand Junction. Enclosed you will find a copy of an agreement signed by the Chair of the Board of County Commissioners assigning the \$40,000 improvements guarantee to the City of Grand Junction. Also enclosed is a copy of the cashier's check and cash deposit agreement for Monument Valley Filing 5.

cc: Mike Pelletier, Associate Planner  
City of Grand Junction Community Development Department

MESA COUNTY TREASURER 5-90  
MESA COUNTY PLANNING DEPT.  
P. O. BOX 20000-5027  
GRAND JUNCTION, CO 81502

1039

82-264/1021

August 16 19 95

Pay to the order of City of Grand Junction \$ 40,000.00

-----Forty thousand and no/100----- Dollars



COLORADO NATIONAL BANK  
GRAND JUNCTION  
200 Grand Ave. (303) 245-1600  
Grand Junction, Colorado 81501

For Surf View Dev/Annex to City(See letter

attached to Agreeemnt

*Lena M. Harrison*  
Treasurer

⑈001039⑈ ⑆102102644⑆

⑈215686⑈

SUBDIVISION IMPROVEMENTS  
CASH DEPOSIT AGREEMENT

This agreement is entered into by and between Mesa County, Colorado ("County"), and Sun View Developments; ("Developer").

Developer has been required by the County to construct certain improvements to Government Valley Subdivision ("Improvements") in accordance with the Mesa County Land Development Code, under a Development Improvements Agreement recorded in Book 2069 Pages 640-650, in the records of the Mesa County Clerk and Recorder ("Development Improvements Agreement"), as it may be modified.

Developer hereby provides to the County a cashier's check or certified check drawn on a local bank or savings account with a local bank naming the Commissioners as sole owners of the account in the amount of \$40,000.00, (Forty thousand dollars and 00/100 dollars) ("Funds") to guarantee the performance of the Development Improvements Agreement as approved by the County Engineer. The Funds are to be held by the County and to be applied per the terms of the Development Improvements Agreement. Funds will be deposited and held in a separate account.

County shall return the Funds to the Developer upon satisfactory completion of the Improvements and the release of the Development Improvements Agreement by the Board of Mesa County Commissioners. The County will retain all interest earned on the escrow deposits.

In the event of default of the Developer per the terms of the Development Improvements Agreement, the County shall utilize the funds for the sole purpose of the satisfactory completion of the Improvements. The County agrees to return the unused portion of the funds to the Developer.

Developer consents to the negotiation of the Funds and other conduct authorized by the provisions of this Agreement.

This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the County has accepted the Improvements and has recorded a release of this Agreement.

MESA COUNTY

BY: Judith Dannerberger, Planner

DATE: February 10, 1995

Sun View Development Co.  
Developer's Name and Address (typed)

[Signature]  
Signature of Developer and Date

IMPROVEMENTS AGREEMENT AND GUARANTEE

RELEASE

Monument Valley Filing 5

C69-93-2

Subdivision

File No.

South Camp Rd. and East Dakota Dr.

Common Location



SIGNATURES FROM THE FOLLOWING-MARKED DISTRICTS MUST BE OBTAINED INDICATING ACCEPTANCE OF THE IMPROVEMENTS PRIOR TO A RELEASE OF THE IMPROVEMENTS REQUIRED IN THE IMPROVEMENTS AGREEMENT.

TO THE ENTITIES:

SIGNING OF THIS DOCUMENT INDICATES ACCEPTANCE OF THE IMPROVEMENTS TO STANDARDS REQUIRED BY THE PARTICULAR ENTITY. ONLY AN AUTHORIZED REPRESENTATIVE OF THE ENTITY MAY SIGN THIS DOCUMENT.

MESA COUNTY ENGINEERING: New roads and storm water drainage.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Name and Title (Print)

Road petitions must be submitted with all required signatures or submit petition numbers for accepted roads.

Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_  
Road: \_\_\_\_\_ Pet #: \_\_\_\_\_

Ute Water

WATER:

Ralph W. Olson Date 1-11-95  
Supervisory Transmission/Distribution  
Name and Title (Print)

CITY OF GRAND JUNCTION UTILITIES DIRECTOR:

Greg Trainor Date 2/7/95  
Utility Mgr, City  
Name and Title (Print)

City of Grand Junction

SEWER:

Greg Trainor Date 2/7/95  
Utility Mgr, City  
Name and Title (Print)

City of Grand Junction

FIRE:

Hank Masterson Date 1-13-95  
HANK MASTERSON, FIRE INSPECTOR  
Name and Title (Print)

Mesa County Engineering

DRAINAGE:

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Name and Title (Print)

IRRIGATION: None

The irrigation system for new developments must be signed off by a professional engineer. Older developments seeking release may use a homeowners' petition signed by a majority of the residents. Either form is available from Mesa County Planning Division and should be attached.

MESA COUNTY PLANNING:

Linda Dannenberger Date 2-16-95

THE IMPROVEMENTS HAVE BEEN COMPLETED AS REQUIRED BY THE IMPROVEMENTS AGREEMENT RECORDED April 28, 1994, AND I REQUEST A RESOLUTION RELEASING SAID SUBDIVISION FROM THE IMPROVEMENTS AGREEMENT AND GUARANTEE.

David L. Hobbs Date 1/28/95

9 AUG. 95 Copy to MIKE P.  
He will follow-up

#MCA 95-61

ASSIGNMENT OF MESA COUNTY'S RIGHT, TITLE AND INTEREST - ~~ON~~ 995  
\$40,000.00 AND ENFORCEMENT REMEDIES  
TO THE CITY OF GRAND JUNCTION

RECEIVED  
AND SECURE  
BALANCE  
OF AGREEMENT  
OR  
PAYMENT

ORIGINAL  
TO STEPH -  
8/10/95  
CRL

Recitals.

Surf View Development Co., the owner and developer of Monument Valley Subdivision Filing No. 5, hereinafter referred to as the "Developer," in order to obtain development approval, was required by Mesa County to either construct certain improvements and infrastructure or to post adequate security for such construction. Developer elected to post deliver \$40,000 to Mesa County, Colorado, hereinafter referred to as the "County," to secure the faithful and complete performance of Developer's remaining obligation(s) to design, install, construct and warrant repairs of certain public and private improvements pursuant to an agreement dated April 27, 1994, and recorded at Book 2067 pages 640-649 on April 28, 1994.

The City of Grand Junction, a home rule city in the County of Mesa, Colorado, hereinafter referred to as the "City," is in the final steps of annexing Monument Valley Subdivision Filing No. 5, hereinafter referred to as the "Subdivision."

To provide for the completion of the required improvements, which the City and County agree are necessary for the public safety and welfare, the County has agreed to assign all of its right, title and interest in the \$40,000 and the County's rights and powers to enforce the Developer's duties, including the County's rights and remedies which arise from improvements contracts and guarantees entered into by the County and the Developer.

NOW, THEREFORE, the City and the County agree as follows:

1. Concerning Monument Valley Filing No. 5, the County does hereby assign all of its right, title and interest to enforce any improvements guarantees or other improvements agreements, and any other remedies or rights the County may have and any security obtained pursuant to any such agreements such as, but not limited to, any and all property, real and/or personal, deeded, encumbered, pledged or otherwise conveyed or securing the design, installation, construction, or warranty repair of certain public and private improvements at, near or within the Subdivision, including but not limited to the described \$40,000.00. The County does hereby assign and transfer any and all of its rights of enforcement and rights of collection or guarantee in accordance with any and all contracts, agreements, other forms of security interests or arrangements, and any statutory remedies it may have, to the City. In this regard, the parties intend that this assignment and transfer constitute cooperation and contracting

pursuant to §§ 29-1-201, et seq., C.R.S.

2. Pursuant to any development improvement guarantee, contract, collateral, pledge or security interest or arrangement between the County and the Developer concerning the Subdivision, certain real and/or personal property pledged or conveyed to the County is hereby assigned with full and complete right, title and interest to the City. Said property includes, but is not necessarily limited to, the following:

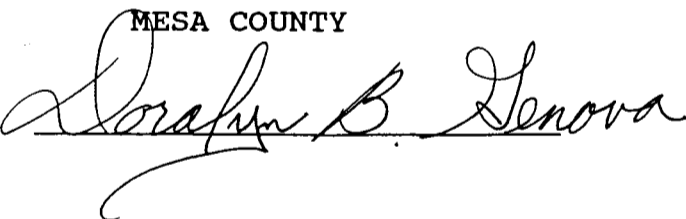
1. \$40,000.00 improvements guarantee (cash deposit agreement dated February 10, 1995) drawn by Surf View Development payable by Glendale Federal Bank.
2. Building permit hold agreement dated April 27, 1994 (replaced by cash deposit agreement).
3. Partial release of Improvements Agreement, and release of Building Permit Guarantee dated February 21, 1995, and recorded at Book 2129 page 587.

3. With respect to the Subdivision and/or the Developer (as related to the Subdivision), the City shall be entitled, but not obligated, to enforce the terms of any development agreement and guarantee(s), financial pledge, building permit hold and/or other agreements relating to the required improvements against the Developer as if the City were a party to the original agreement.

4. Furthermore, with respect to the Subdivision, the County does hereby assign all legal and equitable rights of collection and enforcement in any other forms of security it may have, perfected or otherwise, in real or personal property of the Developer.

5. This assignment shall be effective upon execution hereof.

IN WITNESS WHEREOF, Mesa County Colorado, by and through its Board of County Commissioners, Chair Doralyn Genova, does authorize and execute this assignment as of the 7th day of August 1995.

MESA COUNTY  
by: 

SURF VIEW DRUBLOM BUI  
TO DAVID FLETCHER  
P.O. Box 921  
G.J., CO 81502



April 29, 1996

Mr. David Fletcher  
Fletcher Realty  
2152 Broadway  
Grand Junction, CO 81503

City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX:(970)244-1599

Re: Monument Valley Filing No. 5

Dear Mr. Fletcher:

On April 16, 1996, I reinspected the streets, paths and drainage ditches in the above referenced subdivision. The deficiencies listed in my letter dated January 31, 1996 have been corrected. Record drawings and copies of construction materials test results and inspection diaries were received on April 15, 1996. Therefore, I will authorize the City Finance Department to release \$34,700.00 of the \$40,000.00 Improvements Guarantee deposit upon your acknowledgment of this letter. The City will retain \$3,500.00 of the funds to guarantee the costs of repairing damage caused by erosion, cleaning culverts, reseeding, slope stabilization and other work that may be necessary until such time that the reclamation of the drainage ditches and road embankment slopes is successful and erosion caused by storm runoff has been controlled. The City will also retain \$1800.00 to cover inspections and engineering services performed by the City in 1995 and 1996. The total for these services as of April 5, 1996 is \$1,588.91. (See projects accounting reports enclosed). You will receive invoices for these services from the City Finance Department. You may pay these costs by either authorizing, in writing, that the billing be deducted from the retainage or by separate payment. If you make a separate payment, the retainage will be refunded.

The internal streets and pavement widening on the south side of South Camp Road will be eligible for final acceptance by the City following your one year warranty obligation and a final inspection scheduled on May 24, 1996.

The drainage ditches, culverts, and asphalt pedestrian/bicycle paths will be eligible to be accepted for future maintenance by the City following your one year warranty of all materials and workmanship which began on April 12, 1996.

Your signature below acknowledges your agreement with conditions for the release of Improvements Guarantee Funds and City acceptance of improvements described herein.

David Fletcher 5/2/96 Date  
David Fletcher  
Fletcher Realty

J. Don Newton 4/29/96 Date  
J. Don Newton  
City Engineer

xc: Jim Shanks, Mark Relph, John Shaver, File



CITY OF GRAND JUNCTION, COLORADO-ADMINISTRATIVE SERVICES DEPARTMENT  
**TREASURER'S RECEIPT**

OVER

71928

DATE: <u>8/16/95</u>		DOCUMENT #: <u>J</u>					
RECEIVED OF: <u>Mesa County Treasurer - Planning Dept</u>							
YR	INDEX	FUND	ORGN	ACCT	PRG	ACTVTY	AMOUNT
DESCR: <u>Dev deposit Surview Develop Co (CR)</u>							
		<u>207</u>		<u>21090</u>			<u>40,000.00</u>
DESCR:							
DESCR:							
DESCR:							
DESCR:							
CITY STAFF: <u>DA</u>						GRAND TOTAL..	<u>40,000.00</u>



Steph

MEMORANDUM

June 4, 1997

To: Randy Booth, Comptroller

From: Don Newton, City Engineer *DN*

Subject: Monument Valley Subdivision, Filing Five

The City is currently holding \$3,500.00 which is the remaining improvements guarantee for public paths and drainage improvements in the Monument Valley Subdivision, Filing Five. In accordance with the attached letter of acceptance and agreement, please deposit \$600 into the City's general fund for street maintenance and release the remaining \$2,900.00 to the developer. Please call if you need additional information.

xc: Mark Relph, Doug Cline, Jody Kliska



City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (970)244-1599

May 30, 1997

Mr. Dave Fletcher:  
P.O. Box 921  
Grand Junction, CO 81502

Subject: Monument Valley Subdivision, Filing Five

Dear Dave:

On April 28, 1997 we met to re-inspect the drainage ditches and culverts in Monument Valley Subdivision, Filing Five. Upon inspection the following drainage culverts were found to be partially filled with silt and sand from upstream erosion:

- 1) the culvert crossing the pedestrian path at the south east corner of the intersection of East Dakota Drive and South Camp Road, and
- 2) the culvert crossing Coke Ovens Ct. on the west side of East Dakota Dr., and
- 3) the culvert crossing Burrow Canyon Ct. on the west Side of East Dakota Dr., and
- 4) the culvert crossing Rimrock Ct. on the north side of Rimrock Dr.

You have informed me that you do not have equipment or resources available to clean these culverts or to clean and regrade the drainage ditches downstream from the culverts and would prefer that the City perform this work. Street and Pipeline Maintenance Departments have estimated a one time cost to clean the culverts and ditches to be \$600. Upon your written acceptance the City will perform this work as soon as scheduling permits.

The City Finance Department has retained \$3,500.00 of the funds deposited to guarantee the completion of the public street and drainage improvements in and adjacent to the subdivision. Since the natural vegetation in the area has started to cover and help stabilize the slopes and ditches, I have decided to accept the drainage facilities and off street bicycle/pedestrian paths on behalf of the City. Acceptance of these facilities is subject to

the facilities being clean and functional. The City will deem the facilities clean and functional for purposes of acceptance if you agree to compensate the City the sum of \$600 which will be deducted from the \$3,500.00 improvements guarantee deposit. To acknowledge your understanding, consent and acceptance of the above, please sign this letter in the space provided and return a signed original in the enclosed envelope. Upon receiving the signed letter I will release \$2,900.00 to you.

Please call if you have any questions or wish to discuss acceptance of the drainage facilities or the culvert and ditch cleaning.

Sincerely,

*J. Don Newton*

J. Don Newton  
City Engineer

Acknowledged and Agreed to by:

Name SurfView Development Co. by David L. Fletcher

Signature David L. Fletcher

Title Vice-President Date 6/3/97

xc: Doug Cline, Jim Shanks, Jody Kliska, Walt Hoyt, Dave Roper