



**CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT**

In re: Cortland Subdivision North of Cortland Ave.; East of Crest  
 Name of subdivision or other improvement Location Subdivision

Intending to be legally bound, the undersigned subdivider hereby agrees to provide through this subdivision and as shown on the subdivision plat of Cortland Subdivision  
 name of subdivision

dated        19  , the following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

Improvements	Quantity and Unit Costs		Estimated Cost	Estimated Completion Date
Street grading	lump sum		\$ 1,000	Spring 1982
Street base	750 cu. yd.	13.00	9,750	
Street paving	1800 sq. yd.	4.00	7,200	
Curbs and Gutters	670 ft.	5.00	3,350	
Sidewalks	820 ft.	9.00	7,380	
Storm Sewer facilities				
Sanitary sewers				
Mains	750 ft.	15.00	11,250	
Laterals or house connections	360 ft.	6.00	2,160	
On-site sewage treatment				
Water mains	560 ft.	12.00	6,720	
Fire hydrants	1 ea.	1,000.00	1,000	
On-site water supply				
Survey monuments	lump sum		400	
Street lights	2 ea.	250.00	500	✓
Street name signs	1 ea.	100.00	100	
SUB TOTAL			\$50,810	

Supervision of all installations (should normally not exceed 4% of subtotal) \$2,000

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION \$ 52,810

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

Allen C. Thompson  
 Signature of subdivider

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

Dated: 7-31 1981.

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

\_\_\_\_\_  
 City Engineer

Dated: \_\_\_\_\_ 19  .

NTCH-COLORADO, INC.  
DBA CLEAR TALK  
1600 UTE AVENUE, SUITE 10  
GRAND JUNCTION, CO 81501

FIRST NATIONAL BANK  
OF THE ROCKIES  
GRAND JUNCTION, CO 81505  
82-154/1021

6541

2/16/2001

PAY TO THE  
ORDER OF

City of Grand Junction

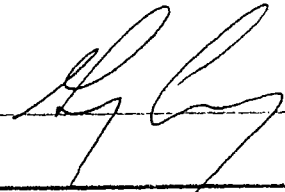
\$ \*\*1,675.00

One Thousand Six Hundred Seventy-Five and 00/100\*\*\*\*\* DOLLARS

City of Grand Junction

MEMO CO1103 DIA

⑈00654⑈ ⑆10210⑆548⑆ 031000⑆8⑆6⑈



2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is signed which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

**RECITALS**

The Developer seeks permission to develop property within the City to be known as RIVER ROAD TELECOMMUNICATIONS TOWER (SPR-1999-234), which property is more particularly described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Property and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

**DEVELOPER'S OBLIGATION**

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("the Improvements" or "Improvements"). The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The hourly rate of "in-house" City inspection services is \$45.00 per hour. The scope of this project is such that the City may have to engage independent consultant(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee in a form and with terms acceptable to the City. A copy of which or a memorandum thereof is attached as Exhibit C.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

03/06/00