



**DEVELOPMENT IMPROVEMENTS AGREEMENT**

**Planning File No. SUB-2013-270**

1. **Parties:** The parties to this Development Improvements Agreement (Agreement) are **M & D Enterprises, LLC** (Developer) and the **City of Grand Junction, Colorado** (City).

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

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Planning Director.

**RECITALS**

The Developer seeks approval to develop property described on Exhibit A (Property). The property known as:

**Apple Acres Subdivision**

has been reviewed and approved under the above-referenced planning file number. (Development).

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

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement 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 owner(s), purchaser(s) or user(s) of the Property.

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

**DEVELOPER'S OBLIGATION**

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on- and off-site improvements listed on Exhibit B (Improvements).

3a. The Developer agrees to pay the City for its administration of the Development. The hourly rate for those services is \$45.00/hour. Administration includes but is not limited to the time expended by the City's planner, engineer and attorney in directing, advising, correcting and enforcing (by means other than litigation) this agreement and/or the approved development plan. Making disbursements and calling/collecting security are administration services and shall be charged at \$45.00/hour. See paragraph 19 concerning attorneys'/ litigation fees.

3b. The Developer agrees to pay a flat fee of \$2,250.00 for construction inspection. If in the City's determination the scope of this project is such that the City needs to engage independent consultants(s) to adequately provide inspection services, Developer agrees to pay such costs in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall 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 financial guarantee. The Developer is required to post security in an amount of \$ 1,110,056.08 (120% of the approved cost estimate for the improvements) in a form and with terms acceptable to the City (Security). The Security shall be in the form of a cash deposit made to the City, a letter of credit, a disbursement agreement or other form approved by the City Attorney. The Security specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

**Form of Security (select one): Plat**

5. **Standards:** The Developer shall construct the Improvements according to the City's standards, specifications and approved plans.

6. **Warranty:** The Developer shall warrant the Improvements for one year following acceptance of the Improvements by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any repair or replacement thereof shall comply with the approved construction plans site plan and City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following acceptance of such repair and/or replacement.

6a. Upon acceptance of the Improvements by the City the Developer shall provide a Maintenance Guarantee in an amount of \$ 185,009.35 (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City Attorney.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the Commencement Date.

7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the Completion Date.

7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned.

8. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

9. **Notice of Defect:** The Developer shall provide timely written notice to the issuer of the Security and the Director when the Developer and/or his/her/its engineer has knowledge that an Improvement does not conform to City standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days of such notice.

10. **Acceptance of Improvements:** The City will not accept Improvements until the Developer documents that the Developer owns the Improvements in fee simple and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted in writing by the City Attorney.

10a. The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement has been accepted in writing by the City.

10b. The City will not issue its written acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

(i) furnishes to the City Engineer as-built drawings in appropriate electronic form, stamped and sealed by a professional engineer and copies of results of all construction control tests required by City specification;

(ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;

(iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and

(iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and construction were in conformance with City-approved plans and specifications.

10c. Acceptance by the City shall only occur when the City's engineer sends a writing to such effect.

10d. Acceptance of Improvements does not constitute a waiver by the City of any right it may have to demand correction of a defect in or failure of Improvements detected or occurring after acceptance.

**11. Reduction of Security:** Upon acceptance of the Improvements, the City will release \$ 925,046.74 (Line G1, Exhibit B, Total Improvement Costs) of the Security, except that a developer in default under this Agreement has no right to a release of the Security in any amount.

**12. Use of Proceeds:** The City shall use Security funds only to complete the Improvements, correct failed or defective improvements or pay administration, inspection development fees or impact fees.

**13. Events of Default:** The following shall constitute a default by the Developer:

13a. Developer's failure to complete all of the Improvements on or before the Completion date;

13b. Developer's failure to take reasonable actions to correct defective construction of any Improvements within the applicable warranty period;

13c. 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;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender;

13e. With regard to the Property or any portion thereof, initiation of any foreclosure action regarding any lien or encumbrance, initiation of mechanics lien(s) procedure(s) or assignment or conveyance of the Property in lieu of foreclosure;

13f. Notification to the City from the bank issuing the Security that it will not renew the Security during a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.

Except in the event of 13c, 13d and 13e above, in which the City may immediately declare a default without prior notice to the Developer, the City may not declare a default until written notice has been sent to the Developer in accordance with section 26 below.

**14. Measure of Damages:** The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection and completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or by the amount of the Security.

**15. City's Rights Upon Default:** Upon default the City may draw on or proceed to collect the Security up to the full face amount. The City may also exercise its rights to disbursement of loan proceeds or other funds under the disbursement agreement.

15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Security or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise. That developer or lender shall then have the same rights of completion as the City hereunder if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15d. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

**16. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except in a suit in which the Developer states claim(s) against the City.

16b. The Developer is not an agent, partner, joint venturer or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed to a waiver of any other provision nor shall it be deemed a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same or different type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of in-house attorney time at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

20. **Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any approval(s) required by the City before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement, promise or inducements that are not contained in this Agreement shall be binding on the parties.

22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.

23. **Time:** For the purpose of computing an abandonment period, completion date or other date hereunder and such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion in writing if it finds that the condition(s) that the Developer asserts do not exist.

24. **Severability:** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

25. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

25a. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be covenants running with the Property.

25b. The City may assign its rights under this Agreement.

25c. The City shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property; however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. The City agrees to state acceptance of the Improvements in writing with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

**26. Notice:** Any notice required or permitted by this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

If to Developer:

Name/Developer/Company: **M & D Enterprises, LLC - c/o M.A. Concrete Construction, Inc.**

Address (Street and Mailing): **2323 River Road**

City, State and Zip Code: **Grand Junction, CO**

Telephone and Fax Number: **(970) 250-2453**

E-mail Address: **maconcreteandy@bresnan.net**

If to City: **Office of the City Attorney  
250 North 5th Street  
Grand Junction, CO 81501**

CC: **Planning Division  
250 North 5th Street  
Grand Junction, CO 81501**

**27. Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may record the entire agreement.

**28. Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**29. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Security or the Maintenance Guarantee shall be deemed to be proper only in Mesa County, Colorado. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

By:

Martin Azcarraga 4-30-14  
Developer's Signature Date

Developer's Name: **Martin Azcarraga, Member**

**City of Grand Junction**

Luis V. Bonner July 1, 2014  
Project Manager's Signature Date

Richard Davis 7-7-14  
Development Engineer's Signature Date

[Signature] 7.7.14  
Director or Planning Manager's Signature Date

Type legal description below.

**EXHIBIT A**

Lot 1, JERRY'S SUBDIVISION, County of Mesa, State of Colorado



**EXHIBIT B**

**IMPROVEMENTS COST ESTIMATE**

DATE: 1/20/2014  
 DEVELOPMENT NAME: APPLE ACRES SUBDIVISION  
 LOCATION: E ROAD  
 PRINTED NAME OF PERSON PREPARING: Marc Kenney

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC SDR-35 Sanitary Sewer Main	LF	1175	\$ 26.00	\$ 30,550.00
2	4" PVC Sanitary Sewer Services	LF	1080	\$ 18.00	\$ 19,440.00
3	Sanitary Sewer Manhole	EA	8	\$ 3,000.00	\$ 24,000.00
4	Sanitary Sewer Drop Manhole	EA	0	\$ -	\$ -
5	8" x 4" Sanitary Sewer Service Taps	EA	26	\$ 350.00	\$ 9,100.00
6	Connection to Existing Manhole	EA	1	\$ 2,000.00	\$ 2,000.00
7	Removal of Existing Manhole/Connect Pipe	EA	0	\$ -	\$ -
8	Concrete Encasement	LF	40	\$ 25.00	\$ 1,000.00
9	Flowable Fill	CY	15	\$ 125.00	\$ 1,906.25
10	8" Cap	EA	2	\$ 150.00	\$ 300.00
11	Mobilization	LS	1	\$ 750.00	\$ 750.00
12	Testing	LF	1175	\$ 1.00	\$ 1,175.00
<b>Subtotal Part A - Sanitary Sewer</b>					<b>\$ 90,221.25</b>
<b>B. DOMESTIC WATER</b>					
1	8" C-900 Class 150 PVC Water Main	LF	1165	\$ 50.00	\$ 58,250.00
2	6" C-900 Class 150 PVC Water Main	LF	134	\$ 45.00	\$ 6,030.00
3	4" C-900 Class 150 PVC Water Main	LF	84	\$ 40.00	\$ 3,360.00
4	3/4" Copper Service Line	LF	1011	\$ 20.00	\$ 20,220.00
5	8" x 8" x 8" x 4" Cross Fittings	EA	1	\$ 400.00	\$ 400.00
6	8" x 8" x 6" Tee Fittings	EA	1	\$ 250.00	\$ 250.00
7	8" Gatevalves and Boxes	EA	9	\$ 750.00	\$ 6,750.00
8	8" Caps	EA	3	\$ 150.00	\$ 450.00
9	Thrust Blocks (some included w/ fittings)	EA	3	\$ 250.00	\$ 750.00
10	3/4" Service Tap	EA	26	\$ 275.00	\$ 7,150.00
11	Connect to Existing Water Line (to be completed by Clifton Water)	EA	2	\$ 2,500.00	\$ 5,000.00
12	Fire Hydrant with Valve	EA	3	\$ 3,500.00	\$ 10,500.00
13	Utility Adjustments (adjust valve to grade)	EA	8	\$ 125.00	\$ 1,000.00
14	Blowoff	EA	3	\$ 350.00	\$ 1,050.00
15	Mobilization	LS	1	\$ 750.00	\$ 750.00
16	Testing	LF	1350	\$ 1.00	\$ 1,350.00
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 123,260.00</b>
<b>C1. STREETS</b>					
1	4 & 6" PVC Utility/Irrigation sleeves	LF	250	\$ 20.00	\$ 5,000.00
2	Subgrade Prep.	SY	6858	\$ 3.50	\$ 24,003.00
3	Aggregate Base Course (Class 3)	TN		\$ -	\$ -
4	Aggregate Base Course (Class 6) (.12" Compacted Thickness) Under HBP & C.G.SW	SY	6858	\$ 17.50	\$ 120,015.00
5	Aggregate Base Course (Class 6) (.6" Compacted Thickness) Under Concrete	SY	0	\$ -	\$ -
6	Hot Bituminous Paving, Grading C (.4" thick)	SY	4870	\$ 19.50	\$ 94,965.00
7	Hot Bituminous Paving, Patching ( ? " Thick)	SY	0	\$ -	\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
8	Geotextile	SY	8	\$ 50.00	\$ 400.00
9	Concrete Curb ( ? " Wide by ? " High)	LF	0	\$ -	\$ -
10	Concrete Curb and Gutter ( 2 ' wide)	LF	0	\$ -	\$ -
11	Concrete Curb and Gutter ( 1.5 ' wide)	LF	0	\$ -	\$ -
12	Monolithic, Vertical Curb, Gutter and Sidewalk ( ? ' Wide)	LF	0	\$ -	\$ -
13	Drive Over Curb, Gutter, and Sidewalk ( 6.5 ' Wide)	LF	2352	\$ 25.00	\$ 58,800.00
14	Concrete Sidewalk ( ? ' Wide)	LF	0	\$ -	\$ -
15	Concrete Gutter and Driveway Section ( ? " Thick)	SY	0	\$ -	\$ -
16	Concrete Drainage Pan ( 6 ' Wide, 8 " Thick)	LF	56	\$ 35.00	\$ 1,960.00
17	Concrete Corner Fillet	SY	0	\$ -	\$ -
18	Concrete Curb Ramp	SY	0	\$ -	\$ -
19	Complete Concrete Corner	SY	279	\$ 95.00	\$ 26,505.00
20	Concrete Driveway ( ? " Thick)	SY	0	\$ -	\$ -
21	Driveway/Concrete Repair	SY	0	\$ -	\$ -
22	Retaining Walls	LF	0	\$ -	\$ -
23	Street Signs	EA	12	\$ 225.00	\$ 2,700.00
24	Striping (New, Remove/Replace)	LF	684	\$ -	\$ -
25	Signal Construction or Reconstruction	LS	0	\$ -	\$ -
26	Sleeves, ? ", ? PVC	LF	0	\$ -	\$ -
27	Asphalt Patching	SY	0	\$ -	\$ -
28	Dry Utility Trenching	LF	2352	\$ 5.00	\$ 11,760.00
29	Electric	LS	1	\$ 32,834.00	\$ 32,834.00
30	Gas	LS	1	\$ 10,401.00	\$ 10,401.00
31	Street Lights	LS	1	\$ 1,980.00	\$ 1,980.00
32	Mobilization	LS	1	\$ 750.00	\$ 750.00
33	ADA Ramp Mats	EA	9	\$ 350.00	\$ 3,150.00
<b>C2. BRIDGES</b>					
					\$ -
1	Box Culvert Pre-Cast	LS	0	\$ -	\$ -
2	Box Culvert Cast-in-Place	LS	0	\$ -	\$ -
3	Wingwalls	LS	0	\$ -	\$ -
4	Parapet Wall	LS	0	\$ -	\$ -
5	Railing (handrail, guardrail)	LS	0	\$ -	\$ -
<b>Subtotal Part C - Streets and Bridges</b>					<b>\$ 395,223.00</b>
<b>D1. EARTHWORK</b>					
1	Mobilization	LS	1	\$ 1,750.00	\$ 1,750.00
2	Clearing and Grubbing	LS	1	\$ 2,750.00	\$ 2,750.00
3	Unclassified Excavation	CY	5419	\$ 6.50	\$ 35,223.50
4	Unclassified Embankment	CY	1887	\$ 6.50	\$ 12,265.50
5	Excess Soil (to haul off)	CY	3532	\$ 12.50	\$ 44,150.00
5	Silt Fence (see D.5.1)	LF	0	\$ -	\$ -
6	Watering (Dust Control) (see D.5.9)	AC or LS	0	\$ -	\$ -
<b>D2. REMOVALS AND RESETTING</b>					
1	Removal of Asphalt	SY	504	\$ 10.00	\$ 5,040.00
2	Removal of Miscellaneous Concrete	SY	0	\$ -	\$ -
3	Remove Curb and Gutter	LF	0	\$ -	\$ -
4	Removal of Culverts	LF	0	\$ -	\$ -
5	Remove Structures	EA	0	\$ -	\$ -
6	Remove Signs	EA	0	\$ -	\$ -
7	Remove Fence	LF	0	\$ -	\$ -
8	Adjust Manhole	EA	10	\$ 550.00	\$ 5,500.00
9	Adjust Valvebox (see Water)	EA	0	\$ -	\$ -
10	Relocate or Adjust Utilities	LS	0	\$ -	\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>D3. SEEDING AND SOIL RETENTION</b>					
1	Sod	SY	0		\$ -
2	Seeding (Native)	SY or AC	0		\$ -
3	Seeding (Bluegrass/Lawn)	SY or AC	0		\$ -
4	Hydraulic Seed and Mulching	SY or AC	0		\$ -
5	Soil Retention Blanket	SY	0		\$ -
<b>D4. STORM DRAINAGE FACILITIES</b>					
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY		\$ -	\$ -
2	18", HDPE Storm Drain Pipe	LF	472	\$ 65.00	\$ 30,680.00
2	15", HDPE Storm Drain Pipe	LF	0	\$ -	\$ -
2	12", HDPE Storm Drain Pipe	LF	32	\$ 55.00	\$ 1,760.00
2	12", RCP Storm Drain Pipe	LF	0	\$ -	\$ -
2	4" Perf. Storm Drain Pipe	LF	50	\$ 12.50	\$ 625.00
2	2", PVC Storm Drain Pipe	LF	287	\$ 7.50	\$ 2,152.50
3	2" Flared End Section	EA	0	\$ -	\$ -
4	48" Storm Drain Manhole	EA	2	\$ 3,000.00	\$ 6,000.00
5	60" Storm Drain Manhole	EA	0	\$ -	\$ -
6	72" Storm Drain Manhole	EA	0	\$ -	\$ -
7	Manhole with Box Base	EA	0	\$ -	\$ -
8	Connection to Existing MH	EA	0	\$ -	\$ -
8	Connection to Existing Curb Inlet	EA	1	\$ 1,250.00	\$ 1,250.00
9	Single Curb Opening Storm Drain Inlet	EA	5	\$ 3,000.00	\$ 15,000.00
10	Double Curb Opening Storm Drain Inlet	EA	0	\$ -	\$ -
11	Area Storm Drain Inlet	EA	1	\$ 2,250.00	\$ 2,250.00
12	Detention Area Outlet structure	EA	0	\$ -	\$ -
13	12" ADS Inlet	EA	1	\$ 175.00	\$ 175.00
14	Rip-Rap D <sub>50</sub> = 12"	CY	5	\$ 60.00	\$ 293.40
15	Sidewalk Trough Drain	EA	0	\$ -	\$ -
16	Pond Discharge Pump System	LS	1	\$ 4,250.00	\$ 4,250.00
<b>D5. STORMWATER MANAGEMENT</b>					
1	Silt Fence/Berm	LF	4480	\$ 5.00	\$ 22,400.00
2	Straw Bales	LF	90	\$ 5.00	\$ 450.00
3	Inlet Protection (Pre pave)	EA	5	\$ 275.00	\$ 1,375.00
4	Inlet Protection (Post pave)	EA	5	\$ 275.00	\$ 1,375.00
5	Outlet Protection Trap	EA	0	\$ -	\$ -
6	Mud Traps	EA	1	\$ 800.00	\$ 800.00
7	Rock Check Dams	EA	0	\$ -	\$ -
8	Straw Rolls	LF	0	\$ -	\$ -
9	Watering (Dust Control)	LS	1	\$ 800.00	\$ 800.00
10	Maintenance	LS	1	\$ 2,750.00	\$ 2,750.00
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 201,064.90</b>
<b>E1. IRRIGATION</b>					
1	Connect to Existing Pipe	LS	0		\$ -
2	12", C900 PVC Irrigation Pipe	LF	45	\$ 50.00	\$ 2,250.00
3	Fittings and Valves	LS	0		\$ -
4	Services	EA	0		\$ -
5	Pump System and Concrete Vault	LS	0		\$ -
6	Irrigation Structure	EA	2	\$ 1,500.00	\$ 3,000.00
7	Vacuum Relief and/or Air Release Valve	EA	0		\$ -
<b>E2. LANDSCAPING</b>					
1	Design/Architecture	LS	0		\$ -
2	Earthwork	CY	0		\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price																								
3	Hardscape Features	LS	0		\$ -																								
4	Plant Material & Planting	LS	0		\$ -																								
5	Irrigation System	LS	0		\$ -																								
6	Curbing	LF	0		\$ -																								
7	Retaining Walls & Structures	LS	0		\$ -																								
8	1 Year Maintenance Agrmnt.	LS	0		\$ -																								
9	Topsoil				\$ -																								
<b>Subtotal Part E - Landscaping and Irrigation</b>					<b>\$ 5,250.00</b>																								
<b>Subtotal Construction Costs</b>					<b>\$ 815,019.15</b>																								
<b>F. Miscellaneous Items</b>																													
1	Construction staking/surveying	%	3.00%	\$ 815,019.15	\$ 24,450.57																								
2	Developer's inspection cost	%	2.00%	\$ 815,019.15	\$ 16,300.38																								
3	General construction supervision	%	3.00%	\$ 815,019.15	\$ 24,450.57																								
4	Quality control testing	%	2.00%	\$ 815,019.15	\$ 16,300.38																								
5	Construction traffic control	%	1.50%	\$ 815,019.15	\$ 12,225.29																								
6	As-builts	%	2.00%	\$ 815,019.15	\$ 16,300.38																								
<b>Subtotal Part F - Miscellaneous Items</b>					<b>\$ 110,027.59</b>																								
<p>% = Percentage of total site construction costs</p> <table border="1"> <thead> <tr> <th colspan="6">COST SUMMARY</th> </tr> </thead> <tbody> <tr> <td>G1.</td> <td>Total Improvement Costs</td> <td></td> <td></td> <td></td> <td>\$ 925,046.74</td> </tr> <tr> <td>G2.</td> <td>City Security (20%)</td> <td></td> <td></td> <td></td> <td>\$ 185,009.35</td> </tr> <tr> <td colspan="5"><b>Total Guarantee Amount</b></td> <td><b>\$ 1,110,056.08</b></td> </tr> </tbody> </table>						COST SUMMARY						G1.	Total Improvement Costs				\$ 925,046.74	G2.	City Security (20%)				\$ 185,009.35	<b>Total Guarantee Amount</b>					<b>\$ 1,110,056.08</b>
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<p><b>NOTES</b></p> <ol style="list-style-type: none"> <li>All prices shall be for items complete in place and accepted.</li> <li>All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.</li> <li>Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere.</li> <li>All concrete items shall include Aggregate Base Course where required by the drawings.</li> <li>Fill in the pipe type for irrigation pipe and sleeves.</li> <li>Reconditioning shall be calculated to at least 6" outside of back of walk on both sides.</li> <li>Units can be changed if desired, simply annotate what is used.</li> <li>Additional lines or items may be added as needed.</li> </ol> <p><i>Martini Rzeonczak</i> 4-30-14                  Signature of Developer Date                  (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)</p> <p>I have reviewed the estimated costs and time schedule shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exception to the above.</p> <p><i>Rich Davis</i> 7-7-14                  City Development Engineer Date</p> <p><i>[Signature]</i> 7-7-14                  Planning Division Date</p>																													

# Recording Fee

Date	July 17, 2014
Project File No.	SUB-2013-270 DIA-2014-263
Project Name	Apple Acres
Project Location	3130 E Road
Purpose of DIA	Public and Private Improvements
Payee Name	Martin Azcarraga
Payee Mailing Address	PO Box 2072
Payee City, State Zip Code	Grand Junction, CO 81502
Payee Telephone No.	
DIA Expiration Date	
Project Planner	Lori Bowers
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION			
	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	07/17/14	Check #1147
RECORDING FEE FOR RECORDING MEMORANDUM	\$ 11.00	07/18/14	
RELEASE OF RECORDING FEE FOR RECORDING MEMORANDUM	\$ 11.00		
BALANCE	\$ 11.00		

**Recording Fee Account No.**

#1147

**MARTIN AZCARRAGA**  
**DONNA AZCARRAGA**  
 P O BOX 2072  
 1058 23 ROAD  
 GRAND JUNCTION, CO 81502

114  
82-53

5-1-14

Pay to the Order of Mesa County Clerk & Recorder \$ 22.00

Twenty two <sup>no/100</sup> Dollars

**GRAND VALLEY BANK**  
Apple Acres

For memorandum Donna Azcarraga

⑆ 102105353⑆ 330 0105⑈ 1147

**RECORDING MEMORANDUM**

**Exhibit D**

City of Grand Junction  
Planning Division

File Number: **SUB-2013-270**

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado is by and between **M & D Enterprises, LLC** (Developer) and the City of Grand Junction (City) pertaining to **Apple Acres Subdivision** (Project), located at **3130 E Road, Grand Junction, CO 81504**

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file number **SUB-2013-270**

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and /or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

**By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).**

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

**DEVELOPER:**

By: Marlin Azcarraga

Date: 4-30-14

Type Name: **Marlin Azcarraga**  
**as Member**

**CITY OF GRAND JUNCTION:**

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Planning Division, 250 North 5<sup>th</sup> Street, Grand Junction Colorado.

[Signature]  
Planning Division

Date: 7-7-14