

## DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are Wright Pegos 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 Public Works & Planning Director, 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, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as 266 27 Rd has been reviewed and approved under Planning file # August Mom ("Development" or "the Development").

Simple Subdivision SS-2009-029

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-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector 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 Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys'/ litigation fees.

3b. The scope of this project is such that the City may have 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 guarantee. The Developer is required to post security in an amount of \$ Plat Hold <sup>or</sup> ~~BR~~ (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Select one: Cash N/A Letter of Credit (LOC) N/A Disbursement Agreement N/A

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

6. **Warranty:** The Developer shall warrant the Improvements for ~~one~~<sup>2</sup> year following Acceptance 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 portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, 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~~<sup>2</sup> year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ N/A (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.

~~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~~<sup>24th</sup> 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 ("the Abandonment Period").

7c. The Commencement date and the Completion Date are as follows:

Commencement Date: NA  
Completion Date: 7-8-2012

8. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their 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 by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

10. **Acceptance of Improvements:** The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Acceptance").

~~11. **Reduction of Security:** Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of \$\_\_\_\_\_ (Line G1, Exhibit B, Total Improvement Costs).~~

11a. At the written request of the Developer, the City shall execute a certificate verifying Acceptance of the Improvement and thereafter waiving its right to draw on

the Guarantee to the extent of such amount. A Developer in default under this Agreement has no right to such certification.

**12. Use of Proceeds:** The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.

**13. Events of Default:** The following conditions, occurrences or actions shall constitute a default by the Developer:

13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;

13b. Developer's failure to demonstrate reasonable intent 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. In such event the City may immediately declare a default without prior notification to 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. In such event, the City may immediately declare a default without prior notification to the Developer.

13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.

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

13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**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/completion of the Improvements.

For Improvements upon which construction has not begun, the estimated costs of the Improvements as 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 the amount of the Guarantee.

**15. City's Rights Upon Default:** When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City improvements 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 Guarantee 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.

15d. That developer or lender shall then have the same rights of completion as the City 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.

15e. 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 ("City") 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 and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein 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 or constitute a waiver of any other provision nor shall it be deemed or constitute 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 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, plaintiff or defendant, 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 its in-house attorneys 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 other 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(s), promise(s) or inducements(s) that is/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 the Abandonment Period and Commencement and Dates, 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, if it finds, in writing 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 a covenant(s) running with the Property.

25b. There is no prohibition on the right of the City to assign its rights under this Agreement.

25c. Upon written request from the Developer the City shall expressly release the original Developer's Guarantee and/or contract obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. When the City has issued its Acceptance regarding the Improvements, the City agrees to state the same 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: Wright Pegos LLC Name -Developer/Company  
912 24<sup>1</sup>/<sub>4</sub> Rd Address (Street and Mailing)  
Grand Jct CO 81505 City, State & Zip Code  
(970) 260-4417 Telephone and Fax Numbers  
(970) 263-4403  
specialtylumber@gmail.com E-mail

Cc:

If to City: Office of the City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Cc: Public Works & Planning Department  
250 North 5<sup>th</sup> 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, at his/her/its option 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 Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. 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.

30. **Liability before Acceptance:** 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 shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall 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 reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form 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)



TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.  
USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

**EXHIBIT A**

**BEG 135FT S OF NW COR SW4NW4 SEC 25 1S 1W E 238FT S 195FT W 238FT N TO BEG EXC  
BEG 153FT S OF NW COR E 150FT S 55FT E 15FT S 89FT W 165FT N 144FT TO BEG**

**EXHIBIT B**  
**IMPROVEMENTS COST ESTIMATE**

DATE: JUNE 22, 2010

DEVELOPMENT NAME: AUGUST MOON SIMPLE SUBDIVISION

LOCATION: 266 27 ROAD

PRINTED NAME OF PERSON PREPARING: STEVE SHARPE, SHARPER ENGINEERING

| Item #  | Item Description   | Unit | Quantity | Unit Price | Extended Price     |
|---|--|------|----------|------------|--------------------|
| <b>A. SANITARY SEWER</b>  |  |      |          |            |                    |
| 1   | 8" PVC Sanitary Sewer Main                                 | LF   |          |            | \$ -               |
| 2   | " PVC Sanitary Sewer Main                                  | LF   |          |            | \$ -               |
| 3   | " PVC Sanitary Sewer Main                                  | LF   |          |            | \$ -               |
| 4   | 4" PVC Sewer Service                                       | LF   | 54       | \$ 19.00   | \$ 1,026.00        |
| 5   | 48" Sanitary Sewer Manhole                                 | EA   |          |            | \$ -               |
| 6   | " Sanitary Sewer Manhole                                   | EA   |          |            | \$ -               |
| 7   | Connection to Existing Sewer Main                          | EA   | 1        | \$ 450.00  | \$ 450.00          |
| 8   | Concrete Encasement  | LF   |          |            | \$ -               |
| <b>Subtotal Part A Sanitary Sewer</b>                                   |  |      |          |            | <b>\$ 1,476.00</b> |
| <b>B. DOMESTIC WATER - *SEE FOLLOWING NOTE REGARDING WATER SERVICE*</b> |  |      |          |            |                    |
| <b>UPON CONTACTING UTE WATER - UTE SAID THEY WILL INSTALL WATER TAP</b> |  |      |          |            |                    |
| 1   | 6" PVC Water Main  | LF   |          |            | \$ -               |
| 2   | 8" PVC Water Main including D 1/2 Road                     | LF   |          |            | \$ -               |
| 3   | " PVC Water Main   | LF   |          |            | \$ -               |
| 4   | 6" Gatevalve   | EA   |          |            | \$ -               |
| 5   | 8" Gatevalve   | EA   |          |            | \$ -               |
| 6   | " Gatevalve  | EA   |          |            | \$ -               |
| 7   | Water Services   | LF   | 60       |            | \$ -               |
| 8   | Water Service connection to new main<br>(along D 1/2 Road) | EA   |          |            | \$ -               |
| 9   | Connect to Existing Water Line                             | EA   | 1        |            | \$ -               |
| 10  | Fire Hydrant with Valve                                    | EA   |          |            | \$ -               |
| 11  | Utility Adjustments  | EA   |          |            | \$ -               |
| 12  | Blowoff  | EA   |          |            | \$ -               |
| 13  | Temporary Blowoff  | EA   |          |            | \$ -               |
| <b>Subtotal Part B - Domestic Water</b>                                 |  |      |          |            | <b>\$ -</b>        |

| Item #    | Item Description  | Unit | Quantity | Unit Price | Extended Price |
|-----------|---|------|----------|------------|----------------|
| <b>C1</b> | <b>STREETS</b>  |      |          |            |                |
| 1         | 4" PVC Utility/Irrigation sleeves                           | LF   |          |            | \$ -           |
| 2         | 8" ADS, PVC Utility/Irrigation sleeves                      | LF   |          |            | \$ -           |
| 3         | " PVC Utility/Irrigation sleeves                            | LF   |          |            | \$ -           |
| 4         | Reconditioning  | SY   |          |            | \$ -           |
| 5         | Aggregate Base Course (Class 6) (9" Compacted Thickness)    | TN   | 47       | \$ 19.50   | \$ 916.50      |
| 6         | Aggregate Base Course (Class 6) (6" Compacted Thickness)    | TN   |          |            | \$ -           |
| 7         | Hot Bituminous Paving, Grading C (4" thick)                 | TN   |          |            | \$ -           |
| 8         | Hot Bituminous Paving, Grading C (____" thick)              | TN   |          |            | \$ -           |
| 9         | Hot Bituminous Paving, Patching (4" Thick)                  | SF   | 880      | \$ 4.10    | \$ 3,608.00    |
| 10        | Geotextile  | SY   |          |            | \$ -           |
| 11        | Concrete Curb (____" Wide by ____" High)                    | LF   |          |            | \$ -           |
| 12        | Concrete Curb and Gutter (____' wide)                       | LF   |          |            | \$ -           |
| 13        | Concrete Drive, North Access (20' wide)                     | SY   |          |            | \$ -           |
| 14        | Monolithic, Vertical Curb, Gutter and Sidewalk (____' Wide) | LF   |          |            | \$ -           |
| 15        | Drive Over Curb, Gutter, and Sidewalk (____' Wide)          | LF   |          |            | \$ -           |
| 16        | Concrete Sidewalk (____' Wide)                              | LF   |          |            | \$ -           |
| 17        | Concrete Gutter and Driveway Section (____" Thick)          | SY   |          |            | \$ -           |
| 18        | Concrete Drain Pan (6' Wide, 6" Thick)                      | SF   |          |            | \$ -           |
| 19        | Concrete Drain Pan (3' Wide, 4" Thick)                      | SF   |          |            | \$ -           |
| 20        | Concrete Corner Fillet                                      | SF   |          |            | \$ -           |
| 21        | Concrete Curb Ramp  | SY   |          |            | \$ -           |
| 22        | Complete Concrete Corner                                    | SY   |          |            | \$ -           |
| 23        | Concrete Driveway (4" Thick)                                | SY   |          |            | \$ -           |
| 24        | Driveway/Concrete Repair                                    | SY   |          |            | \$ -           |
| 25        | Retaining Walls   | LF   |          |            | \$ -           |
| 26        | Street Signs  | EA   |          |            | \$ -           |
| 27        | Striping (New, Remove/Replace)                              | LF   |          |            | \$ -           |
| 28        | Street Lights   | EA   |          |            | \$ -           |
| 29        | Mobilization  | LS   | 1        | \$ 500.00  | \$ 500.00      |
| 30        | Flowable Fill   | CY   |          |            | \$ -           |
|           |   |      |          |            | \$ -           |

| Item #    | Item Description                             | Unit | Quantity | Unit Price | Extended Price     |
|-----------|--|------|----------|------------|--------------------|
| <b>C2</b> | <b>BRIDGES</b>                               |      |          |            |                    |
|           |  |      |          |            | \$ -               |
| 1         | Box Culvert Pre-Cast                         | LS   |          | \$         | -                  |
| 2         | Box Culvert Cast-in-Place                    | LS   |          | \$         | -                  |
| 3         | Wingwalls                                    | LS   |          | \$         | -                  |
| 4         | Parapet Wall                                 | LS   |          | \$         | -                  |
| 5         | Railing (handrail, guardrail)                | LS   |          | \$         | -                  |
|           |  |      |          | \$         | -                  |
|           |  |      |          | \$         | -                  |
|           | <b>Subtotal Part C - Streets and Bridges</b> |      |          |            | <b>\$ 5,024.50</b> |
|           |  |      |          |            |                    |
| <b>D1</b> | <b>EARTHWORK</b>                             |      |          |            |                    |
|           |  |      |          |            |                    |
| 1         | Mobilization                                 | LS   |          | \$         | -                  |
| 2         | Clearing and Grubbing                        | AC   |          | \$         | -                  |
| 3         | Unclassified Excavation                      | CY   |          | \$         | -                  |
| 4         | Unclassified Embankment                      | CY   |          | \$         | -                  |
| 5         | Pond Grading Excavation                      | CY   |          | \$         | -                  |
| 6         | Swale Grading Excavation                     | CY   |          | \$         | -                  |
| 7         | Drainage Swale Fabric & Bedding              | SF   |          | \$         | -                  |
|           |  |      |          |            |                    |
| <b>D2</b> | <b>REMOVALS AND RESETTING</b>                |      |          |            |                    |
|           |  |      |          |            |                    |
| 1         | Remove & Dispose Asphalt                     | SY   | 98       | \$ 4.50    | \$ 441.00          |
| 2         | Removal of Miscellaneous Concrete            | SY   |          | \$         | -                  |
| 3         | Remove & Replace Curb, Gutter & Walk         | LF   |          | \$         | -                  |
| 4         | Removal of Culverts                          | LF   |          | \$         | -                  |
| 5         | Remove Structures                            | EA   |          | \$         | -                  |
| 6         | Remove Electric Service & Pole               | LS   |          | \$         | -                  |
| 7         | Remove Fence                                 | LF   |          | \$         | -                  |
| 8         | Adjust Manhole                               | EA   |          | \$         | -                  |
| 9         | Adjust Manhole (Off-site Sewer)              | EA   |          | \$         | -                  |
| 10        | Adjust Valvebox                              | EA   |          | \$         | -                  |
| 11        | Relocate or Adjust Utilities                 | LS   |          | \$         | -                  |
|           |  |      |          |            |                    |
|           |  |      |          |            |                    |

| Item #   | Item Description                                   | Unit     | Quantity | Unit Price | Extended Price   |
|--|--|----------|----------|------------|------------------|
| <b>D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION</b> |  |          |          |            |                  |
| 1  | Sod  | SY       |          |            | \$ -             |
| 2  | Seeding (Native)                                   | SY or AC |          |            | \$ -             |
| 3  | Seeding (Bluegrass/Lawn)                           | SY or AC |          |            | \$ -             |
| 4  | Hydraulic Seed and Mulching                        | SY       |          |            | \$ -             |
| 5  | Soil Retention Blanket                             | SY       |          |            | \$ -             |
| 6  | Silt Fence   | LF       |          |            | \$ -             |
| 7  | Straw Waddles                                      | EA       |          |            | \$ -             |
| 8  | Temporary Berms                                    | LF       |          |            | \$ -             |
| 9  | Inlet Protection                                   | EA       |          |            | \$ -             |
| 10   | Sediment Trap/Basin                                | EA       |          |            | \$ -             |
| 11   | Monthly Maintenance/Inspection                     | Month    |          |            | \$ -             |
| 12   | Watering (Dust Control)                            | LS       |          |            | \$ -             |
| 13   | Tracking Control Pad                               | LS       |          |            | \$ -             |
| <b>D4 STORM DRAINAGE FACILITIES</b>                    |  |          |          |            |                  |
| 1  | Finish Grading (incl. Channels, Swales, and Ponds) | CY       |          |            | \$ -             |
| 2  | 6" ADS N-12 Storm Drain Pipe                       | LF       |          |            | \$ -             |
| 3  | 8" ADS N-12 Storm Drain Pipe                       | LF       |          |            | \$ -             |
| 4  | 12" ADS N-12 Storm Drain Pipe                      | LF       |          |            | \$ -             |
| 5  | 15" ADS N-12 Storm Drain Pipe                      | LF       |          |            | \$ -             |
| 6  | 18" ADS N-12 Storm Drain Pipe                      | LF       |          |            | \$ -             |
| 7  | 24" ADS N-12 Storm Drain Pipe                      | LF       |          |            | \$ -             |
| 8  | " Storm Drain Pipe                                 | LF       |          |            | \$ -             |
| 9  | " FES w/Trash Rack                                 | EA       |          |            | \$ -             |
| 10   | 48" Storm Drain Manhole (Standard)                 | EA       |          |            | \$ -             |
| 11   | 48" Storm Drain Manhole (Shallow)                  | EA       |          |            | \$ -             |
| 12   | Connection to Existing MH                          | EA       |          |            | \$ -             |
| 13   | Single Curb Opening Storm Drain Inlet              | EA       |          |            | \$ -             |
| 14   | Double Curb Opening Storm Drain Inlet              | EA       |          |            | \$ -             |
| 15   | Triple Curb Opening Storm Drain Inlet              | EA       |          |            | \$ -             |
| 16   | Area Storm Drain Inlet                             | EA       |          |            | \$ -             |
| 17   | Turf Reinforcement Mat (TRM)                       | SF       |          |            | \$ -             |
| 18   | Water Quality Underdrain System                    | LS       |          |            | \$ -             |
| <b>Subtotal Part D - Grading and Drainage</b>          |  |          |          |            | <b>\$ 441.00</b> |

| Item #    | Item Description                                    | Unit | Quantity | Unit Price | Extended Price  |
|-----------|---|------|----------|------------|-----------------|
| <b>E1</b> | <b>IRRIGATION</b>                                   |      |          |            |                 |
| 1         | 8" PIP 100 psi Culverts at Pond                     | LF   |          | \$         | -               |
| 2         | 4" CL 160 Irrigation Pipe                           | LF   |          | \$         | -               |
| 3         | 6" PIP 100 psi Irrigation Pipe                      | LF   |          | \$         | -               |
| 4         | 8" PIP 100 psi Irrigation Pipe                      | LF   |          | \$         | -               |
| 5         | Fittings and Valves                                 | LS   |          | \$         | -               |
| 6         | Services  | EA   |          | \$         | -               |
| 7         | Earth Storage Pond                                  | LS   |          | \$         | -               |
| 8         | Irrigation Structure                                | EA   |          | \$         | -               |
| 9         | Vacuum Relief and/or Air Release Valve              | EA   |          | \$         | -               |
|           |   |      |          |            |                 |
|           |   |      |          |            |                 |
| <b>E2</b> | <b>LANDSCAPING</b>                                  |      |          |            |                 |
| 1         | Design/Architecture                                 | LS   |          | \$         | -               |
| 2         | Earthwork   | CY   |          | \$         | -               |
| 3         | Hardscape (Rock Mulch)                              | LS   |          | \$         | -               |
| 4         | Plant Material & Planting                           | LS   |          | \$         | -               |
| 5         | Irrigation System                                   | LS   |          | \$         | -               |
| 6         | Stucco "Buffer" Wall                                | LF   |          | \$         | -               |
| 7         | Retaining Walls & Structures                        | LS   |          | \$         | -               |
| 8         | 1 Year Maintenance Agrmnt.                          | LS   |          | \$         | -               |
| 9         | Topsoil   |      |          | \$         | -               |
|           |   |      |          | \$         | -               |
|           |   |      |          | \$         | -               |
|           |   |      |          | \$         | -               |
|           | <b>Subtotal Part E - Landscaping and Irrigation</b> |      |          | \$         | -               |
|           |   |      |          |            |                 |
|           | <b>Subtotal Construction Costs</b>                  |      |          | \$         | <b>6,941.50</b> |
|           |   |      |          |            |                 |

| Item #                                       | Item Description               | Unit | Quantity | Unit Price  | Extended Price   |
|--|--------------------------------|------|----------|-------------|------------------|
| <b>F. Miscellaneous Items</b>                |                                |      |          |             |                  |
| 1  | Construction staking/surveying | %    | 0.00%    | \$ 6,941.50 | \$ -             |
| 2  | Developer's inspection cost    | %    | 0.75%    | \$ 6,941.50 | \$ 52.06         |
| 3  | General construction supervsn  | %    | 0.50%    | \$ 6,941.50 | \$ 34.71         |
| 4  | Quality control testing        | %    | 2.00%    | \$ 6,941.50 | \$ 138.83        |
| 5  | Construction traffic control   | %    | 2.50%    | \$ 6,941.50 | \$ 173.54        |
| 6  | City inspection fees           | %    | 1.00%    | \$ 6,941.50 | \$ 69.42         |
| 7  | As-builts                      | %    | 0.00%    | \$ 6,941.50 | \$ -             |
| <b>Subtotal Part F - Miscellaneous Items</b> |                                |      |          |             | <b>\$ 468.55</b> |

% = Percentage of total site construction costs

|                                  |  |  |  |  |                    |
|----------------------------------|--|--|--|--|--------------------|
| <b>G. COST SUMMARY</b>           |  |  |  |  |                    |
| <b>1 Total Improvement Costs</b> |  |  |  |  | <b>\$ 7,410.05</b> |
| <b>2 City Security (20%)</b>     |  |  |  |  | <b>\$ 1,482.01</b> |
| <b>3 Total Guarantee Amount</b>  |  |  |  |  | <b>\$ 8,892.06</b> |

**NOTES**

- All prices shall be for items complete in place and accepted.
- All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.
- Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere.
- All concrete items shall include Aggregate Base Course where required by the drawings.
- Fill in the pipe type for irrigation pipe and sleeves.
- Reconditioning shall be calculated to at least 6" outside of back of walk on both sides.
- Units can be changed if desired, simply annotate what is used.
- Additional lines or items may be added as needed.

*Dale A. Wright* Manager Wright Paper LLC 623-10  
 Signature of Developer Date

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

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.

*[Signature]* 7/12/10  
 City Development Engineer Date

*[Signature]* 7/12/10  
 Community Development Date

# **Ben Dowd**

## **EXCAVATING, INC.**

550 32 ROAD CLIFTON, CO 81520  
(970)434-8190 FAX (970)434-2159

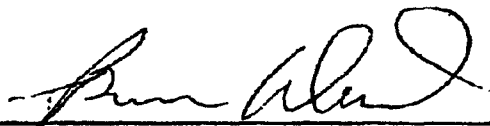
June 21, 2010

Sharper Engineering Services  
Steve Sharpe  
242-5663

RE: August Moon Simple Subdivision

|  |                   |
|--|-------------------|
| Install 4" tap on existing sewer main including asphalt removal and replacement,<br>traffic control, city permit & testing | \$7,400.00        |
| <b>Total Bid</b>   | <b>\$7,400.00</b> |

Ute Water District to install water tap.  
Bid good for items listed only.  
We have not received all asphalt bids yet and price may change.



BEN DOWD, PRESIDENT  
BEN DOWD EXCAVATING, INC

ACCEPTED





**RECORDING MEMORANDUM**  
**Exhibit D**

City of Grand Junction  
Public Works and Planning Department

File: # SS 2009-029

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado. The Agreement is by and between Wright Pegos LLC (Developer) and the City of Grand Junction (City) pertaining to August Mesa (Project), located at 26627 Road Simple Subdivision.

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 # SS-2009-029.

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: Dale A. Wright Manager Wright Pegos LLC 7-4-2010  
Date

(Print Name) Dale A. Wright Manager Wright Pegos LLC

**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, Public Works & Planning Department, 250 N. 5<sup>th</sup> Street, Grand Junction Colorado.

  
Public Works & Planning Department  
Date 7.13.10

**CONDITIONED LETTER OF APPROVAL - AMENDED**

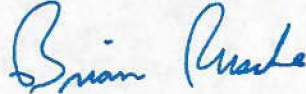
DATE: July 3, 2012

FILE: SS-2009-029  
August Moon Subdivision

LOCATION: 266 27 Road

PETITIONER: Wright Pegos, LLC - Dale Wright  
912 24 1/4 Road  
Grand Junction, CO 81505

PLANNER: Brian Rusche



DECISION: **Conditionally Approved** (Final Approval is the Recorded Plat)

---

The Grand Junction Public Works and Planning Department, in accordance with Section 2.2.E.4.c of the 2000 Zoning and Development Code, conditionally approved the **August Moon Subdivision** located at 266 27 Road, on July 7, 2010. A Development Improvements Agreement (DIA) was recorded (Recording Memorandum, Exhibit D, Book 5032, Page 695). The project has been operating under a "plat hold" as security for the required improvements.

The DIA provided for a Completion Date of July 8, 2012.

The purpose of the DIA was to secure individual utility connections into the newly created lot. Upon further review, it would seem prudent that these connections only be installed at the time of actual development of the lot, rather than at the time of subdivision, since the new lot may accommodate up to two (2) dwelling units. Each unit would need separate utility services, consistent with City policy.

Therefore, the proposed subdivision may be recorded upon completion of these items:

Please provide:

- Electronic copy of the plat, CD or email to Steve Smith at [stevesm@gjcity.org](mailto:stevesm@gjcity.org)
- Mylar of the plat with appropriate signatures in permanent black ink.
- Current title commitment, current within 5 days submitting the plat
- Final Surveyor's Checklist.
- Signed copy of the Water and Sewer Services Memorandum

The following fees shall be collected at the time of plat recordation:

\$ 11.00 Payable to Mesa County Clerk and Recorder Mylar for plat recording  
\$ 11.00 Payable to Mesa County Clerk and Recorder for recording the Water and  
Sewer Services Memorandum

\$ 225.00 Payable to City of Grand Junction for the Parks Impact Fee  
\$ 1308.15 Payable to City of Grand Junction for utility undergrounding fee  
\$ 180.00 Payable to City of Grand Junction for Inspection fee

Please be advised that the installation of utilities to Lot 1 will need be done prior to or at the time of development of that lot. All permits and fees necessary for its development will be the responsibility of the developer, in accordance with the fee schedule in place at the time of development.

RECEPTION #: 2629469, BK 5373  
PG 320 10/15/2012 at 12:43:32 PM,  
1 OF 1, R \$10.00 S \$1.00  
Sheila Reiner, Mesa County, CO  
CLERK AND RECORDER

**RELEASE OF RECORDING MEMORANDUM**  
**City of Grand Junction**  
**Public Works & Planning Department**  
**Plan: SS-2009-029**  
**DIA-2011-463**

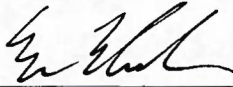
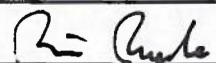
This Release relates to a Recording Memorandum dated July 13, 2010, by and between Wright Pegos, LLC (Developer) and the City of Grand Junction, pertaining to August Moon Subdivision (Project), located at 266 27 Road, Grand Junction, CO, recorded at Book 5032, Page 695, Mesa County Clerk and Recorder's Office.

**WHEREAS**, the Developer has failed to install and construct certain public and private improvements at and for the Project, which completion was guaranteed by the execution of a Development Improvements Agreement and/or Maintenance Guarantee and provision of a Guarantee, and;

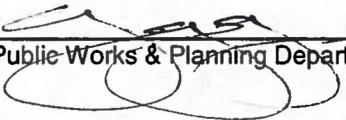
**WHEREAS**, the City and the Developer have agreed that construction of the improvements can and should be delayed until further development of the site, such as construction of a structure, are accomplished;

**WHEREAS**, a Recording Memorandum advising future buyers of the need for sewer taps to the lots has been recorded;

**NOW THEREFORE**, officials of the City of Grand Junction, duly representing their agencies, possessing and representing by their signatures affixed hereto, that they possess sufficient authority to accept improvements and may release the Development Improvements Agreement and/or Maintenance Guarantee, pertaining to the improvements under their jurisdiction, do accept, sign and release said Development Improvements Agreement and/or Maintenance Guarantee.

City Engineer:  Date: 10/9/12  
City Planner:  Date: 10/9/12

In acknowledgement with the above signatures, I hereby certify that the improvements as specified in the Development Improvements Agreement and/or Maintenance Guarantee have been completed and accepted in accordance with the provisions of the Grand Junction Zoning and Development Code, and are hereby released, subject to the required warranty period.

 Date: 10.9.12  
Public Works & Planning Department

The foregoing instrument was executed before me this 9<sup>th</sup> day of October, 2012, by Greg Moberg, of the Public Works & Planning Department for the City of Grand Junction, Colorado.

Witness my hand and official seal:

  
Leslie G. Ankrum, Notary Public



My Commission Expires 08/21/2013

My commission expires on 8/21/2013

RECEPTION #: 2629468, BK 5373  
PG 319 10/15/2012 at 12:43:32 PM,  
1 OF 1, R \$10.00 S \$1.00  
Sheila Reiner, Mesa County, CO  
CLERK AND RECORDER

**RECORDING MEMORANDUM  
WATER AND SEWER SERVICES**

City of Grand Junction  
Public Works and Planning Department  
File: # SS-2009-029

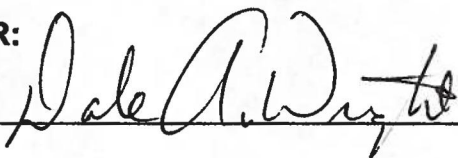
This memorandum relates to **Lot 1** of the **August Moon Subdivision** located in the City of Grand Junction, Colorado.

The Developer was not required to install water and sewer taps to the land parcels created by this project. Future buyers are hereby notified that water and sewer services are available in the adjacent street but no tap or service line has been installed to these land parcels. The approximate installation cost, in current dollars, of service lines is \$ 2967.03 for water and \$4443.03 for sanitary sewer excluding tap and/or reimbursement district fees.

**By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners are on notice under this memorandum.**

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 agree to the statements herein.

**DEVELOPER:**

By:  7/27/12  
Date

(Print Name) Dale A. Wright

**CITY OF GRAND JUNCTION:**

 9.25.12  
Public Works & Planning Department Date