

RESOLUTION 2019-54

A RESOLUTION OF THE FRUITA CITY COUNCIL APPROVING THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE BRANDON RESIDENTIAL PUD SUBDIVISION.

WHEREAS, the applicant applied for a Major Subdivision in accordance with Chapter 17.15 of the Fruita Land Use Code for property located northeast of the intersection of Ottley Avenue and Fremont Street, and more particularly described in the legal description provided with the Subdivision Improvements Agreement which is attached hereto as Exhibit A, and

WHEREAS, pursuant to Chapter 17.15 of the Land Use Code, the development was reviewed by the Planning & Development Department staff and other reviewers and a report of these reviews was provided to the Planning Commission and City Council, and

WHEREAS, the Planning Commission, at a public hearing held on August 13, 2019, voted to recommend approval with conditions of the Preliminary Plan for the Brandon Residential PUD Subdivision to the City Council, and the City Council, at a public hearing held on September 3, 2019, voted to approve the Preliminary Plan with conditions, and

WHEREAS, staff has administratively reviewed the Final Plat application including the Subdivision Improvements Agreement and has found it to be in compliance with all requirements, and

WHEREAS, the applicant has requested vested rights with the Major Subdivision application pursuant to Chapter 17.47 of the Land Use Code.

NOW, THEREFORE, BE IT RESOLVED BY THE FRUITA CITY COUNCIL THAT:

- A. The Brandon Residential PUD Subdivision Improvements Agreement, attached hereto as Exhibit A, is hereby approved.
- B. Vested Rights established by the Fruita City Council for a period of three years, is hereby approved in accordance with Section 17.47 of the Fruita Land Use Code.
 - a. The City Clerk shall publish the required legal notice for vested rights which is no later than fourteen days after the adoption of this Resolution.
- C. The City Clerk shall record Resolution 2019-54 along with Exhibit A with the Mesa County Clerk & Records Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO THIS 15th DAY OF OCTOBER, 2019.

ATTEST:

City of Fruita

Margaret Sell, City Clerk

Joel Kincaid, Mayor

CITY OF FRUITA SUBDIVISION IMPROVEMENTS AGREEMENT

Brandon Residential PUD Subdivision

(Name of Development)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF FRUITA, COLORADO, a municipal corporation, whose address is 325 E. Aspen Ave., Fruita, Colorado (hereinafter referred to as the "City"), and Fiddlers Grove, LLC whose address is 637 25 Road, Grand Junction, CO 81505 (hereinafter referred to as the "Developer".)

RECITALS

WHEREAS, Developer is the fee simple owner of real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and

WHEREAS, Developer has filed an application with the City for the development of certain property to be known as Brandon Residential PUD Subdivision, a tract of land located in the City of Fruita, County of Mesa, State of Colorado, containing approximately 3.01 acres, as more fully described in Exhibit "A", attached hereto, herein referred to as the "Project" or the "Property", which Developer intends to improve as Single Family Residential development; and

WHEREAS, the Developer, as a condition of approval of Brandon Residential PUD Subdivision (together with accompanying documents, drawings, and plans the "Approval Document"), together with desires to enter into a Subdivision Improvements Agreement, as provided for by Chapter 17.21 of the Fruita Municipal Code; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project and limit the harmful effects of substandard developments; and

WHEREAS, pursuant to Section 17.21.010 of the Fruita Municipal Code, the Developer is required to provide security or collateral sufficient to insure completion of the public improvements and other necessary development improvements described in the accompanying documents, drawings, and plans; and

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing development improvements itself and is not executed for the benefit of material supplier, laborers, or others providing work, services or material to the Project or for the benefit of occupants in the Project; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Title 17 of the Fruita Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

SECTION 1
DEFINITIONS

- 1.1 Agreement. This Development Improvements Agreement for the Brandon Residential PUD Subdivision, between the Owner, the Developer and the City.
- 1.2 City. The City of Fruita, Colorado, a municipal corporation.
- 1.3 City Council. The governing body of the City of Fruita, Colorado.
- 1.4 Developer. Fiddlers Grove, LLC, and its successors and assigns.
- 1.5 Property or Project. The real property known as the Brandon Residential PUD Subdivision, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference.

SECTION 2
TERM

The term of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of the City ordinance or resolution approving this Agreement and shall continue until the third (3rd) anniversary of the effective date, if Developer has not commenced the public and other required Project improvements, and if said improvements have commenced, this Agreement shall continue until the completion of all improvements. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and any common improvements, and the warranty of public and other Project improvements; provided, however, that any such termination shall not affect (a) the annexation of the Property to the City; (b) any common law vested rights obtained prior to such termination; (c) the prior conveyance of any lots or parcels within the Project; or (d) any right arising from other City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement.

SECTION 3
SCOPE OF THIS AGREEMENT

3.1 Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the nature of the development; as to the procedures, limitations and standards applicable to the construction of public and private improvements to be installed to serve the Project; as to the responsibilities of the parties for various costs, fees and charges; and as to such other

matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual issuance of building permits for the Property. The City reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the City then in effect.

3.2 City's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the City's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the City any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the City to approve or accept any future applications, plans, drawings, security documents, improvements, and conveyances. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

3.3 Limited Applicability. This Agreement applies only to the Approved For Construction Drawings for the Property.

SECTION 4 **NATURE OF THE PROJECT**

This Project is zoned Community Residential and consists of 6 lots, and 3 other Tracts on 3.01 acres, with 1.52 acres of dedicated open space, parks, trails and 0.24 acres of dedicated public streets.

SECTION 5 **IMPROVEMENTS AND WARRANTY - GENERAL PROVISIONS**

5.1 Construction of Improvements. In accordance with Chapter 17.15 of the Fruita Municipal Code: all water services lines and laterals, water mains, fire hydrants and other water distribution facilities necessary to provide treated water service for this Project; all irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation service for this Project; all wastewater collection lines and related improvements necessary to provide wastewater collection service for this Project; other required utilities for this Project, any drainage structures required for this Project; street improvements within the Project including pavement, curbs, gutters and sidewalks, survey monuments, and other on-site or off-site public or required development improvements, as shown in the accompanying plans applicable to the Property including any field changes required by the City due to unknown site conditions; this Agreement, and; any other improvements required by Title 17 of the Fruita Municipal Code and the City's Design Criteria and Construction Specifications Manual shall be installed and completed at the expense of the Developer. The public and other necessary Project improvements shall be designed and built in conformance with all City engineering design standards and all requirements contained in Title 17 of the Fruita Municipal Code. All such public or other required development improvements shall be designed and approved by a registered professional engineer retained by the Developer unless

required otherwise by the Fruita Municipal Code. All drawings and plans for such improvements shall be stamped by the engineer unless required otherwise by the Fruita Municipal Code.

5.2 Compaction Standards. Trench compaction and road sub-grade and base course compaction standards and criteria shall be reviewed and approved by the City prior to the commencement of construction.

5.3 Schedule of Improvements to be Constructed by Developer – Commencement of Work on Improvements. The schedule of on-site and off-site improvements to be constructed by the Developer, showing in detail the public and other required development improvements, including shallow utilities, that the Developer is responsible for constructing, and the costs therefor, as required by Section 17.21.030 of the Fruita Municipal Code, is attached hereto as Exhibit "B" and incorporated herein by this reference. Unless otherwise authorized by the City, no work shall be commenced on such improvements by the Developer until such time as the performance guarantee pursuant to Section 9 of this Agreement and Section 17.21.100 of the Fruita Municipal Code has been furnished to the City.

Not Applicable unless INITIALED by City ()

5.3.1 Separate Exhibits, ("B-1", "B-2", etc., incorporated as a part of Exhibit "B"), are provided for the construction of improvements for which the Developer will receive a credit against impact fees otherwise payable, or for which a subsequent recapture agreement will be executed, as delineated in other Sections of this Agreement.

5.4 Warranty by Developer. In accordance with Section 17.21.080 of the Fruita Municipal Code, the Developer shall warrant any and all required improvements constructed by Developer pursuant to this Agreement and the Approval Document and all accompanying documents, drawings, and plans for a period of twenty-four (24) months from the date the City certifies that the same conform with the approved specifications. The warranty period begins on the day City Council approves the Partial Release of Security per subsection 9.5 below. In addition, but not by way of limitation, the Developer shall warrant the following:

5.4.1 The Developer shall warrant that the title conveyed shall be good and its transfer rightful; and

5.4.2 The Developer shall warrant any and all facilities conveyed shall be free from any security interest or other lien or encumbrance.

5.4.3 The Developer shall warrant that any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

5.5 City Inspections. In accordance with Section 17.21.050 of the Fruita Municipal Code, the City shall have the right to make inspections and require testing during construction of the public and other required Project improvements in such reasonable intervals as the City may request in accordance with the City's street construction regulations and sewer construction regulations or as otherwise determined by the City. Inspection, acquiescence and approval of any inspector of the

construction of physical facilities, at any particular time, shall not constitute the approval by the City of any phase of the construction of such public and other required improvements. Such approvals shall be made by the City only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

5.6 Final Approval by City. In accordance with Section 17.21.060 of the Fruita Municipal Code, upon completion of construction of such public and other required Project improvements, the City shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with City standards and the utility, drainage and street improvement plans and others, as approved. The City shall be under no obligation to release the performance guarantee, or provide any wastewater collection service, street maintenance, to issue planning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the City.

5.7 Provision of As-Built Drawings. In accordance with Section 17.15.180 of the Fruita Municipal Code, Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all public improvements and other utilities improvements approved by the City. All "as built" drawings shall be prepared in the manner required by the City. The Developer shall pay for any incidental services related to the construction of the public improvements and other required improvements, at its sole cost and expense.

5.8 Conveyance of Public Improvements. In accordance with Section 17.21.070 of the Fruita Municipal Code, all public improvements constructed in accordance with this Agreement, including but not limited to all wastewater collection mains, laterals and related improvements; public street improvements including required pavement, curbs, gutters and sidewalks shall be dedicated or conveyed to the City. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the City, by bill of sale, all physical facilities necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be made by the City by majority vote of the City Council. Following such dedication or conveyance, the City shall be solely responsible for the maintenance of such improvements, unless otherwise provided in this Agreement, except for any correction work required during the warranty period set forth in subsection 5.4 above.

5.9 Construction Schedule. Construction of such public and other required Project improvements shall be completed by the Developer no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the public and other required Project improvements within the time frame identified in Exhibit "B" due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the City by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the City, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the Developer's

contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

5.10 Improvements Required Prior to Issuance of Planning Clearances for Building Permits and Certificates of Occupancy. No planning clearance necessary to obtain a building permit for construction of any building within the Project shall be issued until all of the required improvements, as specified in Section 17.15.180 of the Fruita Municipal Code, and this Agreement, have been installed and approved by the City, as evidenced by applicable signatures on the Planning Clearance Release Form.

5.11 Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this policy shall result in the immediate eviction of the dog and the dog's owner or harbinger by the Developer from the Property. In the event of a second violation by the same dog and/or the same dog's owner or harbinger, the dog and the dog's owner or harbinger shall be immediately evicted from the Property by the Developer and the offending person shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person shall be prohibited by the Developer from entering or working within the Property for the following six (6) calendar months.

SECTION 6

OFF-SITE STREET IMPROVEMENTS

Pursuant to subsection 17.15.140(B) of the Fruita Municipal Code and conditions imposed by the City Council, the Developer shall: Not applicable in accordance with the Approved for Construction Drawings signed by the City Engineer.

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 7

DRAINAGE IMPROVEMENTS

Pursuant to subsection 17.15.140(E) of the Fruita Municipal Code and conditions imposed by the City Council, the Developer shall: Construct all necessary drainage improvements in accordance with the Approved for Construction Drawings signed by the City Engineer.

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 8
WATER AND WASTEWATER SERVICES AND IMPROVEMENTS

8.1 Domestic Water Service. The City understands that the Ute Water Conservancy District intends to provide domestic water service to the Property consistent with an agreement between the Developer and the District. The terms and conditions of any such agreement are incorporated herein by this reference.

8.2 Construction of Treated Water Distribution System. Pursuant to subsection 17.15.140(F) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system to fully service the Project including but not limited to water mains, fire hydrants, pipe lines, and service line laterals to lot lines as required by the Ute Water Conservancy District's regulations, off-site water main extensions, and all other appurtenant facilities necessary to provide treated municipal water service to the Project. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications and as approved by the Ute Water Conservancy District. Upon completion of the municipal distribution system, said system shall be inspected and approved by the Ute Water Conservancy District.

8.3 Construction and Conveyance of Irrigation System. Pursuant to subsection 17.15.140(K) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Project including all lines, valves, service lines to the lot lines and service risers as required by the City's regulations, and all off-site improvements as necessary to maintain the delivery system. All required improvements and the construction and installation of such improvements shall be in accordance with the Approved for Construction Drawings, plans and specifications approved by the City, and in accordance with applicable provisions of the City of Fruita's Design Criteria and Construction Specifications Manual and Title 17 of the Fruita Municipal Code.

Pursuant to subsection 17.15.140(K) of the Fruita Municipal Code, prior to the sale of any lot within the Project, the Developer shall convey to the applicable owners association or homeowners association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system, and shall also transfer to such association sufficient irrigation water rights as approved by the City.

8.4 Construction of Wastewater Collection System.

8.4.1 On-Site Improvements. Pursuant to subsection 17.15.140(D) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Project, including service lines to the lot lines, pursuant to the provisions of this Agreement and applicable provisions of the City's engineering design standards. Such wastewater collection system shall be constructed in accordance with the Approved for Construction Drawings, plans and specifications, and City wastewater system regulations.

8.4.2 Off-Site Improvements. Developer shall install any off-site wastewater collection system components in accordance with the Approved for Construction Drawings. Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

8.5 Provision of Wastewater Service by the City. Upon completion of the wastewater collection system and upon approval and acceptance by the City, the City agrees to provide wastewater treatment and collection service to the Project upon Developer or other property owner making a written request for such service and the payment of any required plant investment (tap) fees and connection charges. Provision of wastewater service by the City within the Project shall be made pursuant to agreement by the City and on a first come/first served basis with other wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate. Except as may otherwise be provided in this Agreement, a person shall not receive any preferences for or assurance of the availability of wastewater service from the City until the plant investment (tap) fee is paid.

8.6 Developer acknowledges that the development is subject to a sewer recapture amount of \$0.00 per unit, payable at time of planning clearance sewer service application.

SECTION 9

PERFORMANCE GUARANTEE

9.1 Restriction on the Conveyance of Lots. In lieu of providing the City with a letter of credit, performance bond, or escrow deposit to secure the completion of all public and other required Subdivision improvements described in this Agreement, the Developer and the Owner have requested the City to restrict the sale or conveyance of any lots contained within the Brandon Residential PUD Subdivision until all such improvements have been constructed by the Developer and accepted by the City. Therefore, the owner shall be prohibited from conveying individual lots to any third parties until the City has issued the Final Approval described in subsection 5.6 of Section 5 of this Agreement and Owner or Developer has delivered to the City the warranty performance guarantee described in subsection 5.7 above. Owner hereby expressly waives any right it may otherwise have to convey lots within the Subdivision pursuant to Colorado law once a Subdivision Final Plat is recorded with the Mesa County Clerk and Recorder. In addition to the security provided under this Section 5.5, Developer shall furnish the City with a surety bond, irrevocable standby letter of credit or cash escrow in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per acre to secure necessary and appropriate grading and revegetation in the event of a default by the final plat. In the event of a default under this Agreement, as determined by the Community Development Director, the City has the authority to access such funds for grading and revegetation purposes.

9.2 Warranty Performance Guarantee. Upon Final Approval of all public and other required improvements as described in subsection 5.6 above, Developer shall deliver to the City an irrevocable standby letter of credit or other security approved by the City Attorney in an amount equal to ten percent (10%) of the actual cost of said improvements to secure performance of

Developer's warranty obligations. In accordance with subsection 17.21.100(D), the performance guarantee issued pursuant to this subsection 9.2 shall be fully released and discharged by action of the City Council upon expiration of the twenty-four (24) month warranty period, and the correction of any defects discovered during such warranty period. In the event that the correction of defects is not satisfactorily completed upon the expiration of the twenty-four (24) months, the City may require a new performance guarantee and withhold the issuance of planning clearances until a new warranty performance guarantee is recorded.

9.3 Notation on Subdivision Final Plat. The Final Plat shall contain a restriction prohibiting the conveyance of any lots within the development until Final Approval by the City of the public and other required improvements described in this Agreement occurs and Owner or Developer has delivered to the City the warranty performance guarantee. This Plat restriction shall be in a large bold font approved by the City.

9.4 Release of Restriction of the Conveyance of Lots. Following the issuance of a Final Approval by the City of all public and other required improvements described in this Agreement in accordance with subsection 5.6 of this Agreement, and following delivery of the warranty performance guarantee by the Developer in accordance with subsection 9.2 of this Agreement, the City shall record in the records of the Mesa County Clerk and Recorder a statement indicating that the restriction against conveyance of lots in the development has been released.

9.5 Substitution of Security. In the event the Developer and the Owner request the City Council to release the restriction prohibiting the conveyance of lots within the Subdivision prior to the completion of all public and other required Subdivision improvements in order to permit the conveyance of one (1) or more lots within the Subdivision, a new Subdivision Improvements Agreement shall be entered into between Owner, Developer and the City providing for the delivery of a letter of credit, performance bond, or escrow deposit to secure the completion of the remaining public and other required Subdivision improvements. Upon approval of such Agreement by the Fruita City Council, the City shall release the restriction prohibiting the conveyance of any lots within the Subdivision.

9.6 Notice of Default. In accordance with subsection 17.21.100(E) of the Fruita Municipal Code, upon the Developer's failure to perform its obligations under this Agreement, as applicable to the Project, all other applicable plans, drawings, specifications and other documents as approved, within the time periods set forth in this Agreement, the City may give written notice to Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If such default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the City Council, whichever is later, (or such reasonable time period as is necessary to cure the default provided that Developer has commenced in good faith to cure the default), the City may then give written notice to the Developer that the City, as agent for the Developer, is proceeding with the task of installing the public and other required Project improvements in whole or in part.

9.7 Power of Attorney Granted. In accordance with subsection 17.21.100(F) of the Fruita Municipal Code, the Developer hereby designates and irrevocably appoints the Fruita City Manager,

as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Mesa County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the City pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

9.8 Attorney's Fees. If any legal proceedings are commenced concerning the City's election to complete the public and/or other required Project improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time).

SECTION 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification By Contractors. In accordance with Section 17.21.110 of the Fruita Municipal Code, any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the City or within other property owned by the City shall indemnify and hold harmless the City of Fruita, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within City rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the City or within any other property owned by the City, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1 of this Agreement and Section 17.21.110 of the Fruita Municipal Code. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 above or Section 17.21.110 of the Fruita

Municipal Code by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the City or other property owned by the City shall procure and maintain and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1 above and Section 17.21.110 of the Fruita Municipal Code. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.3.1 Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

10.3.2 General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

10.3.3 Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the City's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.

The policies required by subsections 10.3.2 and 10.3.3 above shall be endorsed to include the City of Fruita and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by subsection 10.3.2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the City, the Developer shall provide the City with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required

coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

10.4 Indemnification by Developer. In addition to the indemnification required in subsection 10.1 above and Section 17.21.110 of the Fruita Municipal Code, the Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding City officers, agents or employees, in connection with, or on account of the performance of work within the Project and elsewhere by such parties, or their agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the City for any purpose.

10.5 Governmental Immunity. The parties hereto understand and agree that the City is relying on and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

SECTION 11 **PUBLIC PARKS, OPEN SPACE AND** **TRAILS**

A Parks, Open Spaces and Trails Impact Fee shall be paid pursuant to Section 17.19.090 of the Fruita Municipal Code. Such fee will be deferred until the time of Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision pursuant to Section 17.19.025(C) of the Fruita Municipal Code. The impact fee required to be paid for each primary dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit. Such fee shall be paid before approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision.

The Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

SECTION 12
SCHOOL LAND
DEDICATION

A School Land Dedication Fee shall be paid pursuant to Section 17.19.110 of the Fruita Municipal Code. Such fee will be deferred until the time of Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision pursuant to Section 17.19.025(C) of the Fruita Municipal Code. The impact fee required to be paid for each primary dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit. Such fee shall be paid before approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision.

The Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

SECTION 13
TRANSPORTATION IMPACT
FEE

A Transportation Impact Fee shall be paid pursuant to Section 17.19.130 of the Fruita Municipal Code. Such fee will be deferred until the time of Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision pursuant to Section 17.19.025(C) of the Fruita Municipal Code. The impact fee required to be paid for each primary dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit. Such fee shall be paid before approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision.

The Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

SECTION
14
CHIP AND SEAL IMPACT
FEE

A Chip & Seal Fee shall be paid pursuant to Section 17.19.130 of the Fruita Municipal Code. Such fee will be deferred until the time of Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision pursuant to subsection 17.19.025(C) of the Fruita Municipal Code. The impact fee required to be paid for each primary dwelling unit in this subdivision shall be based on the fees in effect at the time of approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit. Such fee shall be paid before approval of a Planning Clearance for a Building Permit for each individual primary dwelling unit in this subdivision. Such fee shall be shared proportionately over the primary dwelling units in this

subdivision.

Pursuant to Section 17.19.140 of the Fruita Municipal Code, a Chip and Seal Impact Fee shall be paid based on 877 square yards of new asphalt pavement. The cost of the Chip and Seal Impact Fee shall be proportionally applied over the 6 (number of dwelling units in this subdivision) dwelling units which equates to 146.16 square yards per dwelling unit.

**SECTION
15
DRAINAGE IMPACT
FEE**

Pursuant to Section 17.19.150 of the Fruita Municipal Code, a Drainage Impact Fee shall be based on Base Value * (C_{100d} - C_{100h}) * A^{0.7} where the current 2019 Base Value is \$17,058, C_{100d} = 0.53, C_{100h} = 0.33 and A = 1.60 acres (area not part of Tracts A and B) Given those values, the Drainage Impact Fee = \$4,988.59.

The parties agree to a credit of \$ 55,678.69 against the required Drainage Impact Fee for the cost of actual construction of drainage improvements constructed with the Brandon Estates Filing 1 subdivision. With this credit, the Drainage Impact Fee applicable to the lots in this Brandon Residential PUD Subdivision is zero. Carry forward credit = \$ 50,690.10 [\$55,678.69 - \$4,988.59]

The Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

**SECTION 16
WASTEWATER RECOVERY FEES
AND REIMBURSEMENT/RECAPTURE AGREEMENTS**

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**SECTION 17
REIMBURSEMENT OF COSTS**

17.1 Review Costs and Fees. In accordance with Section 17.01.110 of the Fruita Municipal Code, the Developer shall pay to the City all required review fees. In addition, pursuant to subsection 17.01.110(D) of the Fruita Municipal Code, the Developer shall be responsible for all extraordinary review costs. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each such charge so incurred by the City.

17.2 Inspection Costs. Pursuant to subsection 17.01.110(C) of the Fruita Municipal Code,

prior to the approval and acceptance of the construction and installation of the required public and other Project improvements, the Developer shall pay to the City the inspection review fee for all inspections of such improvements made by or conducted at the direction of the City. In addition, the Developer shall be responsible for any extraordinary inspection costs.

SECTION 18 **ENFORCEMENT**

18.1 Default; Notice; Termination. In accordance with Section 17.21.120 of the Fruita Municipal Code, in the event of any default or breach by the Developer of an applicable covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing as set forth in subsection 9.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, this Agreement may be forthwith terminated, at the option of the City. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the City Council. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

18.2 Legal Action. The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time).

18.3 Other Remedies Available to City. In the event the Developer fails to construct any public or other required on-site and off-site Project improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 9 of this Agreement, the City may exercise any of the remedies set forth in Section 9 of this Agreement or Section 17.21.100 of the Fruita Municipal Code. Alternatively, the City may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Project by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the City also may suspend Subdivision Final Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey tracts or lots within the Subdivision without the express written approval of the City or until the improvements are completed and accepted by the City provided, however, such suspension shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 22.5 below. These remedies are cumulative in nature.

SECTION 19
FINAL PLAT APPROVAL

In accordance with Section 17.15.080 of the Fruita Municipal Code, the City agrees to approve the Subdivision Final Plat provided that said Subdivision Final Plat is in conformance with the Preliminary Plan approval, drainage improvements, street improvements, and utility plans have been submitted to and approved by the City, and all of the requirements of applicable law, subject to the terms and conditions of this Agreement, have been complied with.

SECTION 20
CONVEYANCES
PROHIBITED

20.1 Recording of Subdivision Final Plat Required. The Owner shall not grant, sell or convey any lot, lots, or other properties subject to this Agreement in compliance with subsection 9.3 above.

20.2 Improvements Agreement Required. If this Agreement is only for a portion or Phase of a Subdivision for which a valid Subdivision Final Plat already exists, the Developer shall not grant, sell or convey any lot or lots not covered by this or a previous Improvements Agreement without the express written consent of the City. The intent of this subsection is to prevent the sale of legally platted lots within the Subdivision for which public infrastructure does not exist or for which an Improvements Agreement has not yet been executed.

SECTION
21
VESTED RIGHTS - VACATION OF FINAL
PLAT

21.1 Vested Property Rights. The Developer shall have vested property rights to develop the Subdivision for a period of three (3) years from the effective date of this Agreement. The Developer shall be entitled to all rights, privileges, and remedies arising from such vesting for said period in accordance with Chapter 17.47 of the Fruita Municipal Code and Sections 24-68-101 *et. seq.*, C.R.S.

21.2 Vacation of Final Plat. Failure of the Developer to complete construction of the public and other on-site and off-site Subdivision improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 19.1 hereof and the expiration of the thirty (30) day time period described in subsection 19.1 without cure by the Developer, the vested property rights associated with the Subdivision Final Plat and this Agreement shall be forfeited. Upon such an event, the City Council of the City of Fruita may enact an ordinance vacating the Subdivision Final Plat and upon the effective date of such ordinance, the Subdivision and any permits issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from granting, selling or conveying any additional lots within the Property. All

property rights dedicated to the City of Fruita for public purposes shall remain the property of the City and shall be considered liquidated damages. Provided, however, vacation of the Subdivision Final Plat shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from other City permits, approvals or other entitlements for the Subdivision which were granted or approved prior to, concurrently with, or subsequent to the approval of the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 22.5 below.

**APPROVAL OF THE SUBDIVISION FINAL PLAT AND THIS AGREEMENT
CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S.,
AS AMENDED.**

21.3 Certificate of Compliance. It is agreed that upon completion of all improvements by the Developer which are the subject of this Agreement, expiration of the warranty period as provided herein, and compliance with all of the terms of this Agreement, in accordance with Section 17.21.130 of the Fruita Municipal Code, the City shall execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

**SECTION 22
MISCELLANEOUS PROVISIONS**

22.1 Waiver of Defects. In executing this Agreement, Developer waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the City to impose conditions on Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

22.2 Non-Suit. The City's approval of the Approval Document and this Agreement shall not make it liable for any loss or damage suffered within or by use of the Project for any act, condition or omission occurring or arising out of or in connection with the City's approval of the Approval Document. Neither Developer nor anyone acting through it shall attempt to hold the City liable for any loss or damages arising out of or in connection with the City's approval or the Approval Document or the Project.

22.3 Failure to Exercise Rights. 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 written amendment to this Agreement signed by the City 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 City'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.

22.4 Complete Agreement. This Agreement together with the Approval Document contain all of the understandings, conditions and agreements between the City and the Developer relating to the Project at this time, and no other prior or current representation, oral or written, shall be effective

Attn: _____

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

22.12 Time of the Essence. Time is of the essence of this Agreement.

22.13 Jurisdiction of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by any of the parties to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Mesa County, Colorado. The Developer and issuer of any letter of credit or performance bond pursuant to this Agreement, expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

22.14 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

22.15 Provisions Deemed Severable. 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.

22.16 Assignment of Rights; Release of Obligations. 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. 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. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from its liability under this Agreement.

22.17 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity or governmental immunity under any applicable State law.

22.18 Recordation of Agreement. The City shall record a copy of this Agreement in the office of the Clerk and Recorder of Mesa County, Colorado.

22.19 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

Exhibit A to SIA

Lot 76 and Tract A of the Brandon Estates Filing #1 Subdivision

EXHIBIT B " _____ "

PROJECT:
Brandon Residential Phase III

LOCATION:
18.5 and K Roads

Wednesday, October 9, 2019

Intending to be legally bound, the undersigned Developer hereby agrees to provide throughout this Subdivision the following improvements in accordance with the City of Fruita or applicable special district standards.

Class of Improvements	Qty	Unit	Unit Cost	Total Cost	Compl. Date
(1) Mobilization	1	L.S.	\$3,000.00	\$3,000.00	1 yr from date of approval
(2) Utility relocation		L.S.		\$0.00	1 yr from date of approval
(3) Stormwater control - Outlet Structure		L.S.	\$5,000.00	\$0.00	1 yr from date of approval
(4) Site grading (original brush, ground leveling)	1	L.S.	\$1,500.00	\$1,500.00	1 yr from date of approval
SUB TOTAL				\$4,500.00	1 yr from date of approval
(5) Sanitary Sewer					1 yr from date of approval
Trenching	250	L.F.	\$19.00	\$4,750.00	1 yr from date of approval
Pipe, 8" dia.	250	L.F.	\$6.00	\$1,500.00	1 yr from date of approval
Pipe, 15" dia.		L.F.	\$32.50	\$0.00	1 yr from date of approval
Pipe, _____" dia.		L.F.		\$0.00	1 yr from date of approval
Manholes, 4' dia., standard	3	EA	\$3,000.00	\$9,000.00	1 yr from date of approval
Manholes, _____' dia., standard		EA.		\$0.00	1 yr from date of approval
Manholes, _____' dia., drop		EA.		\$0.00	1 yr from date of approval
Laterals, (service lines) 4" dia.	6	EA.	\$600.00	\$3,600.00	1 yr from date of approval
Laterals _____ dia.		L.F.		\$0.00	1 yr from date of approval
Sewer accessories (lift station, holding tank sand/oil interceptors)				\$0.00	1 yr from date of approval
Connect to Existing Manhole	1	Ea.	\$1,000.00	\$1,000.00	1 yr from date of approval
Adjust Manhole Rims		Ea.	\$500.00	\$0.00	1 yr from date of approval
SUB TOTAL				\$19,850.00	1 yr from date of approval
(6) Domestic Water					1 yr from date of approval
Trenching	202	L.F.	\$22.00	\$4,444.00	1 yr from date of approval
Main, 8" dia.	202	L.F.	\$8.00	\$1,616.00	1 yr from date of approval
Laterals (service lines)	6	EA.	\$500.00	\$3,000.00	1 yr from date of approval
Meter boxes		EA.		\$0.00	1 yr from date of approval
Fire hydrants (Ts, valves, lateral)	1	EA.	\$4,000.00	\$4,000.00	1 yr from date of approval
Valves - 8" Gate	1	EA.	\$1,200.00	\$1,200.00	1 yr from date of approval
Blow Off	1	EA.	\$500.00	\$500.00	1 yr from date of approval
Connect to Existing Main	1	EA.	\$1,500.00	\$1,500.00	1 yr from date of approval
SUB TOTAL				\$16,260.00	1 yr from date of approval
Class of Improvements	Qty	Unit	Unit Cost	Total Cost	Compl. Date
(7) Storm Sewer				\$0.00	1 yr from date of approval
29"x18" RCP		L.F.	\$50.00	\$0.00	1 yr from date of approval
Pipe, main, 24" dia. ADS		L.F.	\$36.00	\$0.00	1 yr from date of approval
Pipe, main, 12" dia. RCP	230	L.F.	\$30.00	\$6,900.00	1 yr from date of approval

EXHIBIT B "Revegetation Fee"

PROJECT:
 Brandon Residential Phase III
LOCATION:
 NE corner of 18.5 & K Roads

Wednesday, October 9, 2019

Intending to be legally bound, the undersigned Developer hereby agrees to provide throughout this Subdivision the following improvements in accordance with the City of Fruita or applicable special district standards.

Class of Improvements	Qty	Unit	Unit Cost	Total Cost	Compl. Date
(1) Mobilization		L.S.	\$4,000.00	\$0.00	1 yr from date of approval
(2) Utility relocation		L.S.		\$0.00	
(3) Stormwater control - Outlet Structure		L.S.	\$5,000.00	\$0.00	1 yr from date of approval
(4) Site grading (original brush, ground leveling)		AC.	\$1,000.00	\$0.00	1 yr from date of approval
SUB TOTAL				\$0.00	1 yr from date of approval
(5) Sanitary Sewer					1 yr from date of approval
Trenching		L.F.		\$0.00	1 yr from date of approval
Pipe, 8" dia.		L.F.	\$20.00	\$0.00	1 yr from date of approval
Pipe, 15" dia.		L.F.	\$32.50	\$0.00	1 yr from date of approval
Pipe, _____" dia.		L.F.		\$0.00	1 yr from date of approval
Manholes, 4' dia., standard		EA	\$2,500.00	\$0.00	1 yr from date of approval
Manholes, _____' dia., standard		EA.		\$0.00	1 yr from date of approval
Manholes, _____' dia., drop		EA.		\$0.00	1 yr from date of approval
Laterals, (service lines) 4" dia.		EA.	\$400.00	\$0.00	1 yr from date of approval
Laterals _____ dia.		L.F.		\$0.00	1 yr from date of approval
Sewer accessories (lift station, holding tank sand/oil interceptors)				\$0.00	1 yr from date of approval
Connect to Existing Manhole		Ea.	\$1,000.00	\$0.00	1 yr from date of approval
Adjust Manhole Rims		Ea.	\$500.00	\$0.00	1 yr from date of approval
SUB TOTAL				\$0.00	1 yr from date of approval
(6) Domestic Water					1 yr from date of approval
Trenching		L.F.		\$0.00	1 yr from date of approval
Main, 8" dia.		L.F.	\$30.00	\$0.00	1 yr from date of approval
Laterals (service lines)		L.F.	\$500.00	\$0.00	1 yr from date of approval
Meter boxes		EA.		\$0.00	1 yr from date of approval
Fire hydrants (Ts, valves, lateral)		EA.	\$5,000.00	\$0.00	1 yr from date of approval
Valves - 8" Gate		EA.	\$1,200.00	\$0.00	1 yr from date of approval
Other				\$0.00	1 yr from date of approval
Connect to Existing Main		EA.	\$1,500.00	\$0.00	1 yr from date of approval
SUB TOTAL				\$0.00	1 yr from date of approval
(7) Storm Sewer					
29"x18" RCP		L.F.	\$50.00	\$0.00	1 yr from date of approval
Pipe, main, 24" dia. ADS		L.F.	\$36.00	\$0.00	1 yr from date of approval
Pipe, main, 18" dia. RCP		L.F.	\$40.00	\$0.00	1 yr from date of approval

