

DEVELOPMENT IMPROVEMENTS AGREEMENT

Planning File No. SUB-2012-505

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are **667 25 RD, 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 **667 25 Road, Grand Junction, CO 81505** has been reviewed and approved under Planning file number: **SUB-2012-505** ("Development" or "the Development").

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

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property.

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

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-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 \$ **508,146.70** (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: Disbursement Agreement

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 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 year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ **84,691.12** (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 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: Jul 29, 2013

Completion Date: Oct 18, 2013

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 **\$423,455.59** (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:	667 25 RD, LLC	Name/Developer/Company (continued)
	P.O Box 1473	Address (Street and Mailing) Address (continued)
	Grand Junction, CO 81502	City, State & Zip Code
	970-256-7355	Telephone Number
	1-888-231-5333	Fax Number
	SilasColman@gmail.com	E-mail Address

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

CC: Public Works & Planning Department
250 North 5th Street
Grand Junction, CO 81501

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

EXHIBIT "A"

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Commencing at a Mesa County Survey marker for the North 1/16 Corner on the East line of said Section 4, whence a Mesa County Survey Marker for the East 1/4 Corner of said Section 4, bears South 00°03'08" West a distance of 1320.79 feet;

thence along said East line, South 00°03'08" West a distance of 354.41 feet;

thence South 89°56'52" West a distance of 50.00 feet, to a point on the

Westerly right-of-way line of 25 Road, and the Point of Beginning;

thence the following:

1. Along said Westerly right-of-way, South 00°03'08" West for a distance of 306.28 feet;

2. South 89°49'52" East for a distance of 20.00 feet;

3. South 00°03'08" West for a distance of 15.77 feet;

4. Departing said Westerly right-of-way, South 88°34'35" West 630.30 feet, whence the SE-NE 1/64 Corner (Southwest Corner of the NE 1/4 SE 1/4 NE 1/4 by deed description) bears North 00°02'33" East for a distance of 1.97 feet;

5. North 00°02'33" East for a distance of 307.73 feet;

6. South 89°52'49" East for a distance of 610.17 feet to the Point of Beginning.

**EXHIBIT B
IMPROVEMENTS COST ESTIMATE**

DATE: 7/23/2013
 DEVELOPMENT NAME: Copper Creek Subdivision
 LOCATION: 667 25 Road
 PRINTED NAME OF PERSON PREPARING: Eric Slivon - Rolland Consulting Engineers, LLC

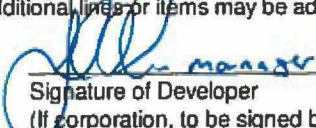
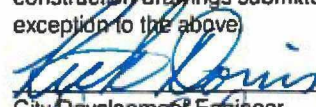

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
A. SANITARY SEWER					
1	8" PVC Sanitary Sewer Main	LF	1055	\$ 20.00	\$ 21,100.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	EA	24	\$ 500.00	\$ 12,000.00
5	Sanitary Sewer Manhole	EA	7	\$ 2,500.00	\$ 17,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA			\$ -
8	Concrete Encasement	LF	80	\$ 25.00	\$ 2,000.00
Subtotal Part A Sanitary Sewer					\$ 52,600.00
B. DOMESTIC WATER					
1	8" PVC Water Main	LF	953	\$ 24.00	\$ 22,872.00
2	6" PVC Water Main	LF	23	\$ 22.00	\$ 506.00
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	6	\$ 1,800.00	\$ 10,800.00
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	EA	24	\$ 500.00	\$ 12,000.00
8	Connect to Existing Water Line	EA	2	\$ 500.00	\$ 1,000.00
9	Fire Hydrant with Valve	EA	2	\$ 4,000.00	\$ 8,000.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	2	\$ 1,000.00	\$ 2,000.00
Subtotal Part B - Domestic Water					\$ 57,178.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
C1	STREETS				
1	4" PVC Utility sleeves	LF	1500	\$ 8.00	\$ 12,000.00
2	" PVC Utility/Irrigation sleeves	LF			\$ -
3	Reconditioning	SY	4880	\$ 2.00	\$ 9,760.00
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (6" Compacted Thickness)	SY	1640	\$ 6.00	\$ 9,840.00
6	Aggregate Base Course (Class 6) (16" Compacted Thickness)	SY	3240	\$ 16.00	\$ 51,840.00
7	Hot Bituminous Paving, Grading SX (3" thick)	SY	2883	\$ 19.60	\$ 56,506.80
8	Hot Bituminous Paving, Grading (" thick)	SY			\$ -
9	Hot Bituminous Paving, Patching (4" Thick) (with ABC)	SY			\$ -
10	Geotextile/Granular Fill for Subgrade Stabilization	SY	1500	\$ 10.00	\$ 15,000.00
11	Concrete Curb (" Wide by " High)	LF			\$ -
12	Concrete Curb and Gutter (2' wide)	LF			\$ -
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -
14	Drive Over Curb and Gutter (3' Wide)	LF			\$ -
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	1538	\$ 24.00	\$ 36,912.00
16	Concrete Sidewalk (' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (" Thick)	SY			\$ -
18	Concrete Drainage Pan (6' Wide,8" Thick)	LF	56	\$ 54.00	\$ 3,024.00
19	Concrete Corner Fillet	SY			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner	SY	156	\$ 54.00	\$ 8,424.00
22	Concrete Driveway (6" Thick)	SY	560	\$ 48.00	\$ 26,880.00
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Stop, Street, End Rd and No Parking Signs	EA	25	\$ 250.00	\$ 6,250.00
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights - Paid to XCEL	EA			\$ -
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, " , PVC	LF			\$ -
					\$ -
					\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
C2 Dry Utilities					
					\$ -
1	Trenching and backfill	LF	1650	\$ 4.00	\$ 6,600.00
2	Utility Provider Costs - Paid to XCEL	LS			\$ -
					\$ -
Subtotal Part C - Streets and Dry Utilities					\$ 243,036.80
D1 EARTHWORK					
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
2	Clearing and Grubbing	AC	4.1	\$ 500.00	\$ 2,050.00
3	Unclassified Excavation	CY	4200	\$ 5.00	\$ 21,000.00
4	Unclassified Embankment	CY			\$ -
D2 REMOVALS AND RESETTING					
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF	48	\$ 5.00	\$ 240.00
5	Remove Structures	LS			\$ -
6	Reset Signs	EA			\$ -
7	Remove Fence	LF	700	\$ 1.00	\$ 700.00
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -
11	Abandon ex. Water and Sewer Services	EA	2	\$ 500.00	\$ 1,000.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION					
1	Sod	SY			\$ -
2	Seeding (Native)	AC			\$ -
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Mulching	SY or AC			\$ -
5	Turf Reinforcement Mat	SY			\$ -
6	Silt Fence	LF	548	\$ 2.00	\$ 1,096.00
7	Erosion Logs	LF	1650	\$ 2.00	\$ 3,300.00
8	Temporary Berms	LF			\$ -
9	Inlet Protection	EA			\$ -
10	Sediment Trap/Basin	EA			\$ -
11	Monthly Maintenance/Inspection	Month	16	\$ 250.00	\$ 4,000.00
12	Watering (Dust Control)	AC or LS	4	\$ 400.00	\$ 1,600.00
13	Temporary Irrigation	LS			\$ -
D4 STORM DRAINAGE FACILITIES					
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -
2	12" RCP Storm Drain Pipe	LF			\$ -
3	15" RCP Storm Drain Pipe	LF			\$ -
4	18" RCP Storm Drain Pipe	LF			\$ -
5	8"PVC Storm Drain Pipe	LF	70	\$ 15.00	\$ 1,050.00
6	" Storm Drain Pipe	LF			\$ -
7	15" Flared End Section	EA			\$ -
8	18" Flared End Section	EA			\$ -
9	48" Storm Drain Manhole	EA			\$ -
10	60" Storm Drain Manhole	EA			\$ -
11	72" Storm Drain Manhole	EA			\$ -
12	30" Irr. Manhole	EA	2	\$ 800.00	\$ 1,600.00
13	Connection to Existing MH	EA			\$ -
14	Single Curb Opening Storm Drain Inlet	EA			\$ -
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA			\$ -
17	Detention Area Outlet structure	EA			\$ -
18	Rip-Rap D ₅₀ = 9"	CY			\$ -
19	Concrete ditch transition	EA	2	\$ 250.00	\$ 500.00
20	Pump Systems including Electrical	LS			\$ -
Subtotal Part D - Grading and Drainage					\$ 39,636.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
E1	IRRIGATION				
1	Connect to Existing Pipe	LS	1	\$ 500.00	\$ 500.00
2	12" SDR-35 PVC Irrigation Pipe	LF			
3	8" SDR-35 PVC Irrigation Pipe	LF			
4	Fittings and Valves	LS	1	\$ 500.00	\$ 500.00
5	Services	EA			\$ -
6	Pump System and Concrete Vault	LS	1	\$ 3,500.00	\$ 3,500.00
7	Irrigation Structure	EA			
8	Vacuum Relief and/or Air Release Valve	EA			\$ -
E2	LANDSCAPING				
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Hardscape Features	LS			\$ -
4	Plant Material & Planting	LS	1	\$ 6,300.00	\$ 6,300.00
5	Irrigation System	LS	1	\$ 1,300.00	\$ 1,300.00
6	Curbing	LF			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agmnt.	LS			\$ -
9	Topsoil				\$ -
					\$ -
					\$ -
	Subtotal Part E - Landscaping and Irrigation				\$ 12,100.00
	Subtotal Construction Costs				\$ 404,550.80

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
F. Miscellaneous Items					
1	Construction staking/surveying	%	1.75%	\$ 404,550.80	\$ 7,079.64
2	Developer's inspection cost	%	1.00%	\$ 404,550.80	\$ 4,045.51
3	General construction supervsn	%		\$ 404,550.80	\$ -
4	Quality control testing	%	1.00%	\$ 404,550.80	\$ 4,045.51
5	Construction traffic control	%		\$ 404,550.80	\$ 700.00
6	City inspection fees	%		\$ 404,550.80	\$ -
7	As-builts	%	0.75%	\$ 404,550.80	\$ 3,034.13
Subtotal Part F - Miscellaneous Items					\$ 18,904.79
% = Percentage of total site construction costs G. COST SUMMARY					
1 Total Improvement Costs					\$ 423,455.59
2 City Security (20%)					\$ 84,691.12
3 Total Guarantee Amount					\$ 508,146.70
NOTES 1. All prices shall be for items complete in place and accepted. 2. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction. 3. Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere. 4. All concrete items shall include Aggregate Base Course where required by the drawings. 5. Fill in the pipe type for irrigation pipe and sleeves. 6. Reconditioning shall be calculated to at least 6" outside of back of walk on both sides. 7. Units can be changed if desired, simply annotate what is used. 8. Additional lines or items may be added as needed.					
 _____ <u>7-24-13</u> 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.					
 _____ <u>8-1-13</u> City Development Engineer Date					
 _____ <u>8-1-2013</u> Community Development Date					

Escrow and Disbursement Agreement

DEVELOPER: 667 25 Rd LLC

BANK: Timberline Bank

PROPERTY: Copper Creek Subdivision, 667 25 Road

Planning File #: SUB-2012-505

Effective Date: 7.26.13

This Escrow and Disbursement Agreement is entered into by and between **667 25 Rd LLC** ("Developer"), **Timberline Bank** ("Bank") and the **City of Grand Junction, Colorado** ("City") as of the Effective Date given above.

RECITALS

Developer has been required by the City to construct certain improvements to and for Copper Creek Subdivision ("Improvements") in accordance with the Zoning and Development Code, Development Improvements Agreement (DIA) and the subdivision approval(s). The Improvements required are set forth in the DIA. The DIA is incorporated herein by this reference as if fully set forth.

Provisions have been made by law whereby Developer may file a guarantee acceptable to the City to secure the actual construction of the Improvements in a manner satisfactory to the City, and whereby the City shall require security in the amount of the estimate of the cost of the improvements plus 20%.

The Bank has agreed to hold funds for the Developer and the City as a guarantee for Developer's construction of the Improvements. To the extent necessary or required this Agreement shall serve as the instructions to the Bank as well as create the Bank's legal obligations to the City.

The City Engineer has approved an estimate of the costs of the Improvements, plus 20%, in the total amount of \$508,146.70 ("Funds").

The parties desire to secure the full and complete performance of the Developer's obligations, to insure that the Funds are held for the benefit of the City to secure the performance of the DIA by the Developer, and to insure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **ESCROW ACCOUNT.** Within twenty-four hours of the execution of this Developer shall deposit and Bank shall hold the Funds for the City's benefit as an independent guarantee to City for the purpose of insuring construction and installation of the Improvements in an account specifically designated for the purposes described herein and no other ("Account").

2. **BANK PROMISES.** Bank warrants that the Funds will be held in escrow solely to secure Developer's obligations under the DIA; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the DIA; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank agrees that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements, unless otherwise directed in writing by the City and the Developer, jointly.

3. **DISBURSEMENT PROCEDURES:** The Funds shall be advanced for payment of costs incurred for the construction of Improvements in accordance with the improvements list / detail attached to the DIA as Exhibit B, the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

Request for Advance. Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by the Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such Improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

Documentation, Waivers and Checks. Each requests for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on a separate checking account of the Developer made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the City prepared for signature by each payee; (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank; and (v) a signed request for disbursement approved or signed by the City Engineer.

The Bank shall verify its receipt of executed and unaltered lien waivers relating to any prior disbursements and shall promptly notify the Developer and the City if lien waivers are not returned, or not executed by the payee, or altered or modified from their original form.

Upon approval by Developer, the Project Engineer and the Bank of the invoices and supporting documentation presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver previously sent to the payee for execution has been altered or modified, has not been executed (signed), or has not been returned to the Bank.

Default. The Bank shall promptly notify the City if the Developer defaults on any obligation to the Bank. In the event of default, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of this Agreement or the DIA. The Bank will immediately notify the City of any attempt by the Developer to withdraw, use or appropriate any of the Funds in contravention of this Agreement. The City will notify the Bank of material default of the Developer under the DIA which the Developer does not resolve or correct within a reasonable time.

Disbursement to the City. In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer or City Attorney may notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer or City Attorney to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the DIA, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the improvements.

4. **DEVELOPER CONSENT:** The Developer consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the DIA.

5. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorneys' fees. The total amount of the Bank's liability for the City's direct and consequential damages, fees, costs and

expenses hereunder shall not exceed \$508,146.70, regardless of what portion of the Funds have been disbursed.

6. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the DIA.

7. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

8. **NOTICE.** Notice to Developer, Agent or City shall be mailed or delivered to the addresses shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

9. **MECHANIC / MATERIAL LIENS.** Should City elect to complete or remedy the Improvements, Developer shall indemnify, defend, and hold harmless City from and against any liability which exceeds the Funds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by City or which may arise due to either a defect in or failure of this Agreement or insufficient funds to cover such costs.

10. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any rights to performance. No waiver shall effect or alter the remainder of this Agreement.

11. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case a party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

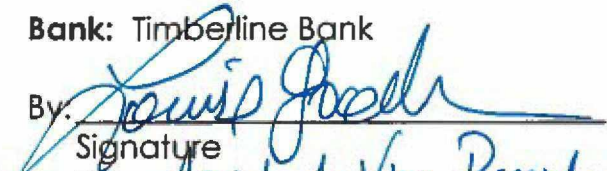
12. **INTEGRATION:** This Agreement, together with the exhibits and attachments thereto and documents incorporated herein by specific reference constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

13. **THIRD PARTY RIGHTS:** No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

14. **AMENDMENT OR MODIFICATION:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer and by the Bank through its properly designated officer.

Dated the Effective Date above written:


Bank: Timberline Bank

By: 
Signature
Title: Assistant Vice President

Printed Name and Address:

Louise Goodman
633 24 Road
Grand Junction, CO
81505

Developer: 667 25 Rd LLC

By: 
Signature
Title: manager

Printed Name and Address:

Silvano Colman, manager
P.O. Box 1473
Grand Junction, CO 81502

Developer's General Contractor:

By: _____
Signature
Title: _____

Printed Name and Address:

Developer's Engineer:

By: 
Eric Slivon

Address:
Rolland Consulting Engineers

City Engineer

By: 
Rick Dorris

Address:
250 N. 5th St.
Grand Junction, CO 81501

RECORDING MEMORANDUM

Exhibit D

City of Grand Junction
Public Works and Planning Department
File Number: **SUB-2012-505**

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado is by and between **667 25 RD, LLC** (Developer) and the City

of Grand Junction (City) pertaining to **Copper Creek Subdivision** (Project), located at **667 25 Road, Grand Junction, CO 81505**

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file number **SUB-2012-505**

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: 

Date: 7-24-2013

Type Name:

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 North 5th Street, Grand Junction Colorado.

 Date: 8-1-2013

Public Works and Planning Department

Recording Fee

Date	August 2, 2013
Plan File No.	SUB-2012-505
Project Name	Copper Creek Subdivision
Project Location	667 25 Road
Purpose of DIA	Public & Private
Payee Name	Silas Colman
Payee Mailing Address	PO Box 1473
Payee City, State Zip Code	Grand Junction, CO 81502
Payee Telephone No.	(970) 256-7355
DIA Completion Date	October 18, 2013
Project Planner	Lori Bowers
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION

	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	08/02/13	Cash
RECORDING FEE FOR RECORDING RECORDING MEMORANDUM	\$ 11.00	08/02/13	
RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM	\$ -		
BALANCE	\$ 11.00		

Mesa County Clerk Escrow



Sheila Reiner
 Clerk and Recorder
 200 S. Spruce St.
 Grand Junction, CO 81501
 (970)-244-1679



Print Date:
 08/02/2013 9:01:41 AM

Transaction #: 170053
 Receipt #: 2013063567
 Cashier Date: 08/02/2013 9:01:39 AM

Mailing Address:
 P.O.BOX 20,000-5007
 Grand Junction, CO 81502
 (970)-244-1679

www.mesacounty.us

Customer Information	Transaction Information	Payment Summary
(CITYOFGJ) CITY OF GRAND JCT COM DEVELOP 250 N 5TH ST GRAND JCT, CO 81501	Date Received: 08/02/2013 Source Code: Over The Counter Return Code: Over The Counter Trans Type: Recording	Total Fees \$153.00 Total Payments \$153.00

2 Payments	
CASH	\$21.00
ESCROW	\$132.00

3 Recorded Items		
(MEMO) MEMORANDUM	BK/PG: 5510/862 Reception Number: 2664164 Date: 08/02/2013 9:01:35 AM From: To:	
Recording @ \$10 per page \$1 Surcharge	1	\$11.00
(OCD) QUIT CLAIM DEED	BK/PG: 5510/863 Reception Number: 2664165 Date: 08/02/2013 9:01:35 AM From: To:	
Recording @ \$10 per page \$1 Surcharge	1	\$11.00
Deed Doc Stamps @ \$0.01 per \$100	0	\$0.00
(COVENANTS) COVENANTS	BK/PG: 5510/864 Reception Number: 2664166 Date: 08/02/2013 9:01:35 AM From: To:	
Recording @ \$10 per page \$1 Surcharge	25	\$131.00

0 Search Items

0 Miscellaneous Items

Abstract & Title Company of Mesa
County
605 25 Road, Suite 201
Grand Junction, CO 81505

DATE
07/26/2013

Timberline Bank
633 24 Road
Grand Junction, CO 81505
970-683-5560
82-706/1021

3275

GF No. 1338CEM

PAY *Forty One Thousand Five Hundred Eighty Three and 30/100*
TO THE
ORDER OF

Xcel Energy
Attn: Dennis Hansen
2538 Blichmann Ave.
Grand Junction, CO 81505

AMOUNT
\$41,583.30

VOID AFTER 90 DAYS



Memo:

SECURITY FEATURES INCLUDED. DETAILS ON BACK.



5236

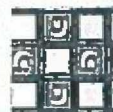
GJ HOUSEBUYERS LLC
P.O. BOX 1473
GRAND JUNCTION, CO 81502

DATE *7-29-2013* 23-2-1020

PAY TO THE ORDER OF *Xcel Energy* \$ *15,577⁷⁰/₁₀₀*
fifteen thousand five hundred seventy seven ⁷⁰/₁₀₀ DOLLARS

usbank. All of us serving you*

FOR *Copper Creek*



*Payment RECIEVED BY XCEL ENERGY
7/29/2013*

COPPER CREEK SUBD.

*Susan Merriam
PLANNER*

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NUMBER: 1

Request to Disbursing Entity: **Timberline Bank**
Payment to Owner: **667 25 RD, LLC**
for work at **Copper Creek Subdivision**
accomplished through **Aug 23, 2013** by **Ben Dowd Excavating, Inc**
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating, Inc** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under the work agreement between the undersigned and the owner, which work is referred to above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the undersigned subcontractor incurred in connection with the Work covered by the Application For Payment Number **1** inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated:



Subcontractor: **Ben Dowd Excavating, Inc**

Per paragraph 2(a) of the disbursement agreement for **Copper Creek Subdivision** (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements of the Property, that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated: 9/10/13

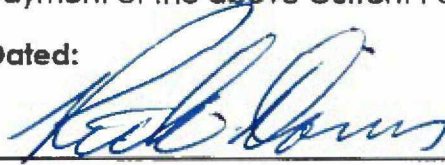


Project Engineer/Manager **Eric Silvon**

Title: **Rolland Consulting Engineers, LLC, Manager**

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

 9-11-13

City Development Engineer Rick Dorris

Title: Development Engineer

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated:

 manager

Company/Signature Name: 667 25 RD, LLC by: Silvano Colman

Title: Manager

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated:

 manager

Developer: 667 25 RD, LLC

Title: Manager

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Copper Creek - SUB-2012-505
DEVELOPER: 667 25 RD, LLC
ESCROW AGENCY: Timberline Bank

Construction Costs: \$423,455.59
20% City Security: \$84,691.12
Total DIA Amount: \$508,146.71

DIA NOT RECORDED:
DIA RECORDED:
 Book - _____
 Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
10-Sep-13	rad	\$52,600.00	\$57,178.00	\$243,036.80	\$39,636.00	\$12,100.00	\$18,904.79	\$423,455.59
Disbursements								
10-Sep-13	rad	\$51,110.00			\$25,206.90		\$6,132.50	\$82,449.40
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$51,110.00	\$0.00	\$0.00	\$25,206.90	\$0.00	\$6,132.50	\$82,449.40
Remaining Disbursable Balance		\$1,490.00	\$57,178.00	\$243,036.80	\$14,429.10	\$12,100.00	\$12,772.29	\$341,006.19

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$82,449.40, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Date: 9-11-13

Name: Rick Dorris

Title: Development Engineer

ITEM #	BUDGET ITEMS	ORIGINAL LOAN BUDGET	REVISIONS TO BUDGET	CURRENT LOAN BUDGET	Draw #1												TOTAL ADVANCED TO DATE	REMAINING BALANCE	VARIANCE
A	SANITARY SEWER			0.00													0.00	0.00	#DIV/0!
1	8" PVC Sanitary Sewer Main	21,100.00		21,100.00	22,684.00												22,684.00	(1,584.00)	-0.07507109
4	Sewer Services	12,000.00		12,000.00	15,528.00												15,528.00	(3,528.00)	
5	Sanitary Sewer Drop Manhole	17,500.00		17,500.00	11,620.00												11,620.00	5,880.00	
8	Concrete Encasement	2,000.00		2,000.00	1,278.00												1,278.00	722.00	
B	DOMESTIC WATER																0.00	0.00	
1	8" PVC Water Main	22,872.00		22,872.00													0.00	22,872.00	
2	6" PVC Water Main	506.00		506.00													0.00	506.00	
4	B: Gatevalve	10,800.00		10,800.00													0.00	10,800.00	
7	Water Services	12,000.00		12,000.00													0.00	12,000.00	1
8	Connect to Existing Water Line	1,000.00		1,000.00													0.00	1,000.00	1
9	Fire Hydrant with Valve	8,000.00		8,000.00													0.00	8,000.00	1
11	Blowoff	2,000.00		2,000.00													0.00	2,000.00	1
C1	STREETS			0.00													0.00	0.00	#DIV/0!
1	4" PVC Utility Sleeves	12,000.00		12,000.00													0.00	12,000.00	1
3	Reconditioning	9,760.00		9,760.00													0.00	9,760.00	1
5	Aggregate Base Course 6"	9,840.00		9,840.00													0.00	9,840.00	1
6	Aggregate Base Course 16"	51,840.00		51,840.00													0.00	51,840.00	1
7	Hot Bituminous Paving 3"	56,506.80		56,506.80													0.00	56,506.80	1
10	Geotextile/Granular Subgrade Stab	15,000.00		15,000.00													0.00	15,000.00	1
15	Drive Over Curb, Gutter & Sidewalk	36,912.00		36,912.00													0.00	36,912.00	1
18	Concrete Drainage Pan	3,024.00		3,024.00													0.00	3,024.00	1
21	Complete Concrete Corner	8,424.00		8,424.00													0.00	8,424.00	1
22	Concrete Driveway	26,880.00		26,880.00													0.00	26,880.00	1
25	Stop, Street, End Rd & Parking Signs	6,250.00		6,250.00													0.00	6,250.00	1
C2	DRY UTILITIES			0.00													0.00	0.00	#DIV/0!
1	Trenching and Backfill	6,600.00		6,600.00													0.00	6,600.00	1
D1	EARTHWORK			0.00													0.00	0.00	#DIV/0!
1	Mobilization	1,500.00		1,500.00	752.50												752.50	747.50	0.498333333
2	Clearing and Grubbing	2,050.00		2,050.00	1,988.50												1,988.50	61.50	0.03
3	Unclassified Excavation	21,000.00		21,000.00	19,740.00												19,740.00	1,260.00	0.06
D2	REMOVALS AND RESETTING			0.00													0.00	0.00	#DIV/0!
4	Removal of Culverts	240.00		240.00													0.00	240.00	1
7	Remove Fence	700.00		700.00													0.00	700.00	1
11	Abandon ex. Water & Sewer Serv.	1,000.00		1,000.00													0.00	1,000.00	1
D3	EROSION CONTROL, SEEDING & SOIL			0.00													0.00	0.00	#DIV/0!
6	Silt Fence	1,096.00		1,096.00													0.00	1,096.00	1
7	Erosion Logs	3,300.00		3,300.00													0.00	3,300.00	1
11	Monthly Maint/Inspection	4,000.00		4,000.00													0.00	4,000.00	1
12	Watering (Dust Control)	1,600.00		1,600.00													0.00	1,600.00	1
D4	STORM DRAINAGE FACILITIES			0.00													0.00	0.00	#DIV/0!
5	8" PVC Storm Drain Pipe	1,050.00		1,050.00													0.00	1,050.00	1
12	30" Irr. Manhole	1,600.00		1,600.00													0.00	1,600.00	1
19	Concrete Ditch Transition	500.00		500.00													0.00	500.00	1
E1	IRRIGATION			0.00													0.00	0.00	#DIV/0!
1	Connect to Existing Pipe	500.00		500.00													0.00	500.00	1
4	Fittings & Valves	500.00		500.00													0.00	500.00	1
6	Pump System & Concrete Vault	3,500.00		3,500.00													0.00	3,500.00	1
E2	LANDSCAPING																0.00	0.00	
4	Plant Material % Planting	6,300.00		6,300.00													0.00	6,300.00	
5	Irrigation System	1,300.00		1,300.00													0.00	1,300.00	
F	MISCELLANEOUS ITEMS																0.00	0.00	
1	Construction Staking/Surveying	7,079.64		7,079.64	5,317.50												5,317.50	1,762.14	
2	Developer's Inspection Cost	4,045.51		4,045.51	815.00												815.00	3,230.51	
4	Quality control testing	4,045.51		4,045.51													0.00	4,045.51	
5	Construction traffic control	700.00		700.00													0.00	700.00	

ADDRESS: 667 25 ROAD

CONTRACTOR: 667 25 RD, LLC

DATE: 3-Aug-13

ITEM #	BUDGET ITEMS	ORIGINAL LOAN BUDGET	REVISIONS TO BUDGET	CURRENT LOAN BUDGET	Draw #1													TOTAL ADVANCED TO DATE	REMAINING BALANCE	VARIANCE
7	As-builts	3,034.13		3,034.13														0.00	3,034.13	
G	COST SUMMARY																	0.00	0.00	
1	Total Improvements Costs																	0.00	0.00	
2	City Security (20%)	84,691.12		84,691.12														0.00	84,691.12	
3	Total Guarantee Amount																	0.00	0.00	
BUDGET TOTALS		508,146.71	0.00	508,146.71	79,723.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79,723.50	428,423.21	0.843109286
	Less Cash Equity																	0.00		
LOAN DRAW TOTALS		508,146.71		508,146.71	79,723.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79,723.50	428,423.21	


**REQUEST FOR DISBURSEMENT AND
APPLICATION FOR PAYMENT NUMBER: 2**

Valid: 1/1/2013 to 12/31/2013

Request to Disbursing Entity: **Timberline Bank**
Payment to Owner: **667 25 RD, LLC**
for work at **Copper Creek Subdivision**
accomplished through **Oct 1, 2013** by **Ben Dowd Excavating, Inc**
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating, Inc** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under
the work agreement between the undersigned and the owner, which work is referred to
above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the
undersigned subcontractor incurred in connection with the Work covered by the Application
For Payment Number **2** inclusive; AND title to all materials and equipment
incorporated in said Work or otherwise listed in or covered by this Application For Payment
will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims,
security interests and encumbrances.

Dated:



Subcontractor: **Ben Dowd Excavating, Inc**

Per paragraph 2(a) of the disbursement agreement for **Copper Creek Subdivision**
(Project), the signatures below certify that all costs for which the advance is being requested
have been incurred in connection with the construction of the improvements of the Property,
that all work performed and materials supplied are in accordance with the plans and
specifications submitted to and approved by the City; that the work has been performed in a
workmanlike manner; that no funds are being requested for work not completed, nor for
material not installed; the Project Engineer has inspected the improvements for which
payment is requested; and that such Improvements have been completed in accordance
with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any
accompanying documentation) meets the requirements of the Contract Documents and
payment of the above Current Payment Due is recommended.


Dated:



Project Engineer/Manager **Eric Slivon**
Title: **Rolland Consulting Engineers, LLC**

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

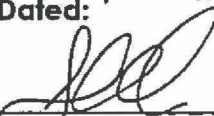
 10-15-13

City Development Engineer Rick Dorris

Title: Development Engineer

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated:

10-14-13
 manager

Company/Signature Name: 667 25 RD, LLC

Title: Silvano Colman, manager

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated:

10-14-13
 manager

Developer: 667 25 RD, LLC

Title: Silvano Colman, manager

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Copper Creek - SUB-2012-505
DEVELOPER: 667 25 RD, LLC
ESCROW AGENCY: Timberline Bank

Construction Costs: \$423,455.59
20% City Security: \$84,691.12
Total DIA Amount: \$508,146.71

DIA NOT RECORDED:
DIA RECORDED:
 Book - _____
 Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
10-Sep-13	rad	\$52,600.00	\$57,178.00	\$243,036.80	\$39,636.00	\$12,100.00	\$18,904.79	\$423,455.59
Disbursements								
10-Sep-13	rad	\$51,110.00			\$25,206.90		\$6,132.50	\$82,449.40
15-Oct-13	rad		\$57,178.00				\$2,539.50	\$59,717.50
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$51,110.00	\$57,178.00	\$0.00	\$25,206.90	\$0.00	\$8,672.00	\$142,166.90
Remaining Disbursable Balance		\$1,490.00	\$0.00	\$243,036.80	\$14,429.10	\$12,100.00	\$10,232.79	\$281,288.69

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$142,166.90, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Date: 10-15-13

Name: Rick Dorris

Title: Development Engineer

ITEM #	BUDGET ITEMS	ORIGINAL LOAN BUDGET	REVISIONS TO BUDGET	CURRENT LOAN BUDGET	Draw #1	Draw #2											TOTAL ADVANCED TO DATE	REMAINING BALANCE	VARIANCE
A	SANITARY SEWER			0.00													0.00	0.00	#DIV/0!
1	8" PVC Sanitary Sewer Main	21,100.00		21,100.00	22,684.00												22,684.00	(1,584.00)	-0.07507109
4	Sewer Services	12,000.00		12,000.00	15,528.00												15,528.00	(3,528.00)	
5	Sanitary Sewer Drop Manhole	17,500.00		17,500.00	11,620.00												11,620.00	5,880.00	
8	Concrete Encasement	2,000.00		2,000.00	1,278.00												1,278.00	722.00	
B	DOMESTIC WATER																0.00	0.00	
1	8" PVC Water Main	22,872.00		22,872.00		21,630.75											21,630.75	1,241.25	
2	6" PVC Water Main	506.00		506.00		390.45											390.45	115.55	
4	B: Gatevalve	10,800.00		10,800.00		6,155.00											6,155.00	4,645.00	
7	Water Services	12,000.00		12,000.00		22,176.00											22,176.00	(10,176.00)	-0.848
8	Connect to Existing Water Line	1,000.00		1,000.00		610.00											610.00	390.00	0.39
9	Fire Hydrant with Valve	8,000.00		8,000.00		7,360.00											7,360.00	640.00	0.08
11	Blowoff	2,000.00		2,000.00		580.00											580.00	1,420.00	0.71
C1	STREETS			0.00													0.00	0.00	#DIV/0!
1	4" PVC Utility Sleeves	12,000.00		12,000.00													0.00	12,000.00	1
3	Reconditioning	9,760.00		9,760.00													0.00	9,760.00	1
5	Aggregate Base Course 6"	9,840.00		9,840.00													0.00	9,840.00	1
6	Aggregate Base Course 16"	51,840.00		51,840.00													0.00	51,840.00	1
7	Hot Bituminous Paving 3"	56,506.80		56,506.80													0.00	56,506.80	1
10	Geotextile/Granular Subgate Stab	15,000.00		15,000.00													0.00	15,000.00	1
15	Drive Over Curb, Gutter & Sidewalk	36,912.00		36,912.00													0.00	36,912.00	1
18	Concrete Drainage Pan	3,024.00		3,024.00													0.00	3,024.00	1
21	Complete Concrete Corner	8,424.00		8,424.00													0.00	8,424.00	1
22	Concrete Driveway	26,880.00		26,880.00													0.00	26,880.00	1
25	Stop Street, End Rd & Parking Signs	6,250.00		6,250.00													0.00	6,250.00	1
C2	DRY UTILITIES			0.00													0.00	0.00	#DIV/0!
1	Trenching and Backfill	6,600.00		6,600.00													0.00	6,600.00	1
D1	EARTHWORK			0.00													0.00	0.00	#DIV/0!
1	Mobilization	1,500.00		1,500.00		752.50											752.50	747.50	0.498333333
2	Clearing and Grubbing	2,050.00		2,050.00		1,988.50											1,988.50	61.50	0.03
3	Unclassified Excavation	21,000.00		21,000.00		19,740.00											19,740.00	1,260.00	0.06
D2	REMOVALS AND RESETTING			0.00													0.00	0.00	#DIV/0!
4	Removal of Culverts	240.00		240.00													0.00	240.00	1
7	Remove Fence	700.00		700.00													0.00	700.00	1
11	Abandon ex. Water & Sewer Serv.	1,000.00		1,000.00													0.00	1,000.00	1
D3	EROSION CONTROL, SEEDING & SOIL			0.00													0.00	0.00	#DIV/0!
6	Silt Fence	1,096.00		1,096.00		17.00											17.00	1,079.00	0.984489051
7	Erosion Logs	3,300.00		3,300.00													0.00	3,300.00	1
11	Monthly Maint/Inspection	4,000.00		4,000.00													0.00	4,000.00	1
12	Watering (Dust Control)	1,600.00		1,600.00													0.00	1,600.00	1
D4	STORM DRAINAGE FACILITIES			0.00													0.00	0.00	#DIV/0!
5	8" PVC Storm Drain Pipe	1,050.00		1,050.00													0.00	1,050.00	1
12	30" Irr. Manhole	1,600.00		1,600.00													0.00	1,600.00	1
19	Concrete Ditch Transition	500.00		500.00													0.00	500.00	1
E1	IRRIGATION			0.00													0.00	0.00	#DIV/0!
1	Connect to Existing Pipe	500.00		500.00													0.00	500.00	1
4	Fittings & Valves	500.00		500.00													0.00	500.00	1
6	Pump System & Concrete Vault	3,500.00		3,500.00													0.00	3,500.00	1
E2	LANDSCAPING			0.00													0.00	0.00	
4	Plant Material % Planting	6,300.00		6,300.00													0.00	6,300.00	
5	Irrigation System	1,300.00		1,300.00													0.00	1,300.00	
F	MISCELLANEOUS ITEMS																0.00	0.00	
1	Construction Staking/Surveying	7,079.64		7,079.64	5,317.50	1,637.50											6,955.00	124.64	
2	Developer's Inspection Cost	4,045.51		4,045.51	815.00	755.00											1,570.00	2,475.51	
4	Quality control testing	4,045.51		4,045.51													0.00	4,045.51	
5	Construction traffic control	700.00		700.00													0.00	700.00	

Power can be authorized 5/1/13

ITEM #	BUDGET ITEMS	ORIGINAL LOAN BUDGET	REVISIONS TO BUDGET	CURRENT LOAN BUDGET	Draw #1	Draw #2												TOTAL ADVANCED TO DATE	REMAINING BALANCE	VARIANCE
7	As-builts	3,034.13		3,034.13		130.00												130.00	2,904.13	
G	COST SUMMARY																	0.00	0.00	
1	Total Improvements Costs																	0.00	0.00	
2	City Security (20%)	84,691.12		84,691.12														0.00	84,691.12	
3	Total Guarantee Amount																	0.00	0.00	
BUDGET TOTALS		508,146.71	0.00	508,146.71	79,723.50	61,441.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,165.20	366,981.51	0.722195978
	Less Cash Equity																	0.00		
LOAN DRAW TOTALS		508,146.71		508,146.71	79,723.50	61,441.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,165.20	366,981.51	

**REQUEST FOR DISBURSEMENT AND
APPLICATION FOR PAYMENT NUMBER: 3**

Request to Disbursing Entity: **Timberline Bank**
Payment to Owner: **667 25 RD, LLC**
for work at **Copper Creek**
accomplished through **Jan 1, 2014** by **Ben Dowd Excavating, inc**
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating, Inc** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under
the work agreement between the undersigned and the owner, which work is referred to
above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the
undersigned subcontractor incurred in connection with the Work covered by the Application
For Payment Number **3** inclusive AND title to all materials and equipment
incorporated in said Work or otherwise listed in or covered by this Application For Payment
will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims,
security interests and encumbrances.

Dated:



Subcontractor: **Ben Dowd, President**
Ben Dowd Excavating, Inc

Per paragraph 2(a) of the disbursement agreement for **Copper Creek**
(Project), the signatures below certify that all costs for which the advance is being requested
have been incurred in connection with the construction of the improvements of the Property,
that all work performed and materials supplied are in accordance with the plans and
specifications submitted to and approved by the City; that the work has been performed in a
workmanlike manner; that no funds are being requested for work not completed, nor for
material not installed; the Project Engineer has inspected the improvements for which
payment is requested; and that such improvements have been completed in accordance
with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any
accompanying documentation) meets the requirements of the Contract Documents and
payment of the above Current Payment Due is recommended.

Dated:



Project Engineer/Manager **Eric Silvon**
Title: **manager, Rolland Consulting Engi**

Grand Junction

COMMUNITY DEVELOPMENT

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

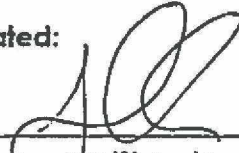
 1-22-14

City Development Engineer Rick Dorris

Title:

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated:

 1-20-2014

Company/Signature Name: 667 25 RD, LLC

Title: Silvano Colman, Manager

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated:

1-20-14


Developer: 667 25 RD, LLC

Title: Silvano Colman, manager

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Copper Creek - SUB-2012-505
 DEVELOPER: 667 25 RD, LLC
 ESCROW AGENCY: Timberline Bank

Construction Costs: \$423,455.59
 20% City Security: \$84,691.12
 Total DIA Amount: \$508,146.71

DIA NOT RECORDED:
 DIA RECORDED:

Book - _____
 Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
10-Sep-13	rad	\$52,600.00	\$57,178.00	\$243,036.80	\$39,636.00	\$12,100.00	\$18,904.79	\$423,455.59
Disbursements								
10-Sep-13	rad	\$51,110.00			\$25,206.90		\$6,132.50	\$82,449.40
15-Oct-13	rad		\$57,178.00				\$2,539.50	\$59,717.50
22-Jan-14	rad		\$1,724.15	\$210,717.12			\$21,265.20	\$233,706.47
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total								
Disbursed		\$51,110.00	\$58,902.15	\$210,717.12	\$25,206.90	\$0.00	\$29,937.20	\$375,873.37
Remaining Disbursable Balance								
		\$1,490.00	(\$1,724.15)	\$32,319.68	\$14,429.10	\$12,100.00	(\$11,032.41)	\$47,582.22

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$375,873.37, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Name: Rick Dorris

Date: 1-22-14

Title: Development Engineer



Draw # 2

Date 20-Jan-14

Borrower: 667 26 RD, LLC Phone # 970-256-7355

Contractor: Ben Dowd Excavating, inc Phone # 970-434-8180

REQUEST FOR PARTIAL DISBURSEMENT OF CONSTRUCTION LOAN

Payment or reimbursement is hereby requested by the undersigned for items listed below representing labor and/or materials used at:

Loan #

LINE ITEM #	VENDOR (PAYEE)	DESCRIPTION OF ITEMS	CHECK #	AMOUNT
C1-1	Ben Dowd Excavating, Inc	4" PVC Utility Sleeves	2024	\$5,886.00
C1-3	Ben Dowd Excavating, inc	Reconditioning	2024	\$5,904.00
C1-5	Ben Dowd Excavating, Inc	Aggregate Base Course 6"	2024	\$4,114.00
C1-6	Ben Dowd Excavating, inc	Aggregate Base Course 16"	2024	\$64,938.00
C1-7	Ben Dowd Excavating, inc	Hot Bituminous Paving 3"	2024	\$47,060.00
C1-10	Ben Dowd Excavating, Inc	Geotextile/Granular Subgrade Stabilization	2024	\$8,367.00
C1-15	Ben Dowd Excavating, Inc	Drive Over Curb, Gutter, Sidewalk	2024	\$30,850.00
C1-18	Ben Dowd Excavating, inc	Concrete Drainage Pan	2024	\$2,030.00
C1-21	Ben Dowd Excavating, inc	Complete Concrete Corner	2024	\$12,060.00
C1-22	Ben Dowd Excavating, inc	Concrete Driveway	2024	\$29,707.97
C2-1	Ben Dowd Excavating, inc	Trenching and Backfill	2024	\$8,585.00
D1-1	Ben Dowd Excavating, Inc	Mobilization	2024	\$752.50
D2-4	Ben Dowd Excavating, Inc	Removal of Culverts	2024	\$187.20
D2-8	Ben Dowd Excavating, inc	Adjust Manhole	2024	\$2,375.00
D2-9	Ben Dowd Excavating, inc	Adjust Valvebox	2024	\$405.00
F1	Rolland Consulting, Engineering	Construction Staking/Surveying	2025	\$4,397.50
F2	Rolland Consulting, Engineering	Developers Inspection Cost	2025	\$1,680.00
F4	Huddleston Berry Engineering, Testing	Quality Control Testing	2026	\$892.00
F7	Rolland Consulting, Engineering	As Builts	2026	\$1,990.00

Total of this Draw: \$231,981.17

Previous Loan Advance \$141,165.20

Loan Advance this Date \$231,981.17

Total of Previous Draws: \$141,165.20

Total Advance to Date \$373,146.37

Total of Draws to Date: \$373,146.37

Approved Loan Amount \$508,146.70

Loan Balance Available \$135,000.33

Borrower / Developer Signature: [Signature]

General Contractor Signature: [Signature]

Date Checks Issued _____

Date Checks Mailed _____

Bank Approval By: _____

DEVELOPMENT IMPROVEMENTS AGREEMENT EXTENSION

Extension of Completion Date for the DIA

Name of Project: Copper Creek

Planning File No: SUB-2012-505

An extension of the Completion Date for the Development Improvements Agreement ("DIA") is being requested for the project captioned above. The completion date set forth in the DIA is . Additional time is needed to complete the required

improvements. It is requested that the Completion Date be extended an additional

Select one: to April 25, 14. The necessary bank, issuer or disburser has acknowledged and consented to the extension of the letter of credit or disbursement agreement as requested. (No bank/issuer/disperser signature is required if the security is cash.)

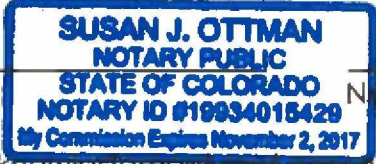
Developer: 667 25 RD, LLC

[Signature]
Signature

STATE OF COLORADO)
) ss
COUNTY OF MESA)

Acknowledged before me and subscribed in my presence by Silvano Colman as manager for 667 25 RD, LLC on this 3rd day of February, 2014.

Witness my hand and seal. My commission expires:



[Signature]
Notary Public

Bank, issuer or disperser's acknowledgment and consent to extension of security for the DIA:

Timberline Bank
Company/Bank

Louise Goodman
Print Name
Assistant Vice President
Title

[Signature]
Signature
2-4-14
Date

City of Grand Junction - Planning Division
Lori V. Bowen Feb. 4, 2014
Project Manager Date

[Signature]
Development Engineer
2-4-14
Date

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION


PROJECT: Copper Creek - SUB-2012-505
DEVELOPER: 667 25 RD, LLC
ESCROW AGENCY: Timberline Bank

Construction Costs: \$423,455.59
20% City Security: \$84,691.12
Total DIA Amount: \$508,146.71

DIA NOT RECORDED:
DIA RECORDED:
 Book - _____
 Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
10-Sep-13	rad	\$52,600.00	\$57,178.00	\$243,036.80	\$39,636.00	\$12,100.00	\$18,904.79	\$423,455.59
Disbursements								
10-Sep-13	rad	\$51,110.00			\$25,206.90		\$6,132.50	\$82,449.40
15-Oct-13	rad		\$57,178.00				\$2,539.50	\$59,717.50
22-Jan-14	rad		\$1,724.15	\$210,717.12			\$21,265.20	\$233,706.47
9-May-14	rad			\$3,780.00		\$23,152.85	\$3,642.50	\$30,575.35
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$51,110.00	\$58,902.15	\$214,497.12	\$25,206.90	\$23,152.85	\$33,579.70	\$406,448.72
Remaining Disbursable Balance		\$1,490.00	(\$1,724.15)	\$28,539.68	\$14,429.10	(\$11,052.85)	(\$14,674.91)	\$17,006.87

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$406,448.72, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 5-9-14
 Title: Development Engineer

CONSTRUCTION BUDGET

ADDRESS: 667 25 ROAD

CONTRACTOR: 667 25 RD, LLC

DATE: 7-May-14

ITEM #	BUDGET ITEMS	CURRENT LOAN BUDGET	Draw #1	Draw #2	Draw #3	Draw #4	TOTAL ADVANCED TO DATE	REMAINING BALANCE	VAR
A	SANITARY SEWER								
1	8" PVC Sanitary Sewer Main	21,100.00	22,684.00				22,684.00	(1,584.00)	-8%
4	Sewer Services	12,000.00	15,528.00				15,528.00	(3,528.00)	-29%
5	Sanitary Sewer Drop Manhole	17,500.00	11,620.00				11,620.00	5,880.00	34%
8	Concrete Encasement	2,000.00	1,278.00				1,278.00	722.00	36%
B	DOMESTIC WATER								
1	8" PVC Water Main	22,872.00		21,630.75			21,630.75	1,241.25	5%
2	6" PVC Water Main	506.00		390.45			390.45	115.55	23%
4	8" Gatevalve	10,800.00		6,155.00			6,155.00	4,645.00	43%
7	Water Services	12,000.00		22,176.00			22,176.00	(10,176.00)	-85%
8	Connect to Existing Water Line	1,000.00		610.00			610.00	390.00	39%
9	Fire Hydrant with Valve	8,000.00		7,360.00			7,360.00	640.00	8%
11	Blowoff	2,000.00		580.00			580.00	1,420.00	71%
C1	STREETS								
1	4" PVC Utility Sleeves	12,000.00			5,886.00		5,886.00	6,314.00	53%
3	Reconditioning	9,760.00			5,904.00		5,904.00	3,856.00	40%
5	Aggregate Case Course 6"	9,840.00			4,114.00		4,114.00	5,726.00	58%
6	Aggregate Base Course 16"	51,840.00			64,938.00		64,938.00	(13,098.00)	-25%
7	Hot Bituminous Paving 3"	56,506.80			47,060.00		47,060.00	9,446.80	17%
10	Geotextile/Granular Subgrade Stab	15,000.00			8,367.00		8,367.00	6,633.00	44%
15	Drive Over Curb, Gutter & Sidewalk	36,912.00			30,850.20		30,850.20	6,061.80	16%
18	Concrete Drainage Pan	3,024.00			2,030.00		2,030.00	994.00	33%
21	Complete Concrete Corner	8,424.00			12,060.00		12,060.00	(3,636.00)	-43%
22	Concrete Driveway	26,880.00			29,707.97		29,707.97	(2,827.97)	-11%
25	Slop, Street, End Rd & Parking Signs	6,250.00				3,780.00	3,780.00	2,470.00	40%
C2	DRY UTILITIES								
1	Trenching and Backfill	6,600.00			8,585.00		8,585.00	(1,985.00)	-30%
D1	EARTHWORK								
1	Mobilization	1,500.00	752.50		752.50		1,505.00	(5.00)	0%
2	Clearing and Grubbing	2,050.00	1,988.50			2,430.00	4,418.50	(2,368.50)	-116%
3	Unclassified Excavation	21,000.00	19,740.00			1,290.00	21,030.00	(30.00)	0%
D2	REMOVALS AND RESETTING								
1	Removal of Asphalt	0.00					0.00	0.00	
2	Removal of miscellaneous concrete	700.00					0.00	700.00	100%
3	Remove curb and gutter/mailbox	1,000.00				740.00	740.00	260.00	26%
4	Removal of culverts	240.00			187.20		187.20		0%
5	Remove Structures	0.00					0.00		
6	Reset Signs	0.00					0.00		
7	Remove Fence	700.00					0.00		0%
8	Adjust manhole	0.00			2,375.00		2,375.00		
9	Adjust valvebox	0.00			405.00		405.00		
10	Relocate or adjust utilities	0.00					0.00		
11	Abandon ex. Water and sewer service	1,000.00				520.00	520.00		0%
D3	EROSION CONTROL, SEEDING, SOIL								
6	Silt Fence	1,096.00		17.00			17.00	1,079.00	98%
7	Erosion Logs	3,300.00					0.00	3,300.00	100%
11	Monthly Maint/Inspection	4,000.00					0.00	4,000.00	100%
12	Watering (Dust Control)	1,600.00					0.00	1,600.00	100%
D4	STORM DRAINAGE FACILITIES								
5	8" PVC Storm Drain Pipe	1,050.00					0.00	1,050.00	100%
12	30" Irr. Manhole	1,600.00					0.00	1,600.00	100%
19	Concrete Ditch Transition	5.00					0.00	5.00	100%
E1	IRRIGATION								
1	Connect to Existing Pipe	500.00					0.00	500.00	100%
4	Fittings & Valves	500.00					0.00	500.00	100%
8	Pump System & Concrete Vault	3,500.00				6,920.00	6,920.00	(3,420.00)	-98%
E2	LANDSCAPING								
4	Plant Material % Planting	6,300.00					0.00	6,300.00	100%
5	Irrigation System	1,300.00				11,252.00	11,252.00	(9,952.00)	-766%
F	MISCELLANEOUS ITEMS								
1	Construction Staking/Surveying	7,079.64	5,317.50	1,637.50	4,397.50	1,490.00	12,842.50	(5,762.86)	-81%
2	Developer's Inspection Cost	4,045.51	815.00	755.00	1,680.00		3,250.00	795.51	20%
4	Quality control testing	4,045.51			892.50		892.50	3,153.01	78%
5	Construction traffic control	700.00					0.00	700.00	100%
7	As-builts	3,034.13		130.00	1,990.00	2,152.50	4,272.50	(1,238.37)	-41%
G	COST SUMMARY								
1	Total Improvements Costs						0.00	0.00	
2	City Security (20%)	84,691.12					0.00	84,691.12	100%
3	Total Guarantee Amount						0.00	0.00	
BUDGET TOTALS		509,351.71	79,723.50	61,441.70	231,981.87	30,574.50	403,721.57	107,177.34	21%
Less Cash Equity							0.00		
LOAN DRAW TOTALS		509,351.71	79,723.50	61,441.70	231,981.87	30,574.50	403,721.57	105,630.14	21%

**REQUEST FOR DISBURSEMENT AND
APPLICATION FOR PAYMENT NUMBER: 4**

Request to Disbursing Entity: **Timberline Bank**

Payment to Owner: **667 25 RD,LLC**

for work at **Copper Creek**

accomplished through **May 7, 2014** by **Ben Dowd Excavating, Inc**
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating, Inc** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under
the work agreement between the undersigned and the owner, which work is referred to
above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the
undersigned subcontractor incurred in connection with the Work covered by the Application
For Payment Number **4** inclusive: AND title to all materials and equipment
incorporated in said Work or otherwise listed in or covered by this Application For Payment
will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims,
security interests and encumbrances.

Dated: May 7, 2014



Subcontractor: Ben Dowd, President, Ben Dowd Excavating, Inc

Per paragraph 2(a) of the disbursement agreement for **Copper Creek**
(Project), the signatures below certify that all costs for which the advance is being requested
have been incurred in connection with the construction of the improvements of the Property,
that all work performed and materials supplied are in accordance with the plans and
specifications submitted to and approved by the City; that the work has been performed in a
workmanlike manner; that no funds are being requested for work not completed, nor for
material not installed; the Project Engineer has inspected the improvements for which
payment is requested; and that such improvements have been completed in accordance
with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any
accompanying documentation) meets the requirements of the Contract Documents and
payment of the above Current Payment Due is recommended.

Dated: May 7, 2014

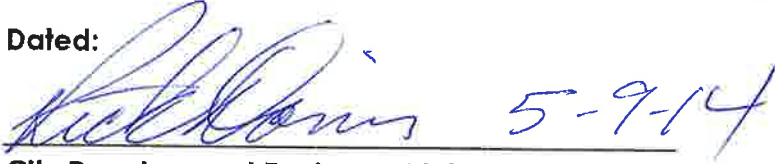


Project Engineer/Manager Eric Slivon

Title: manager, Rolland Consulting, Eng

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

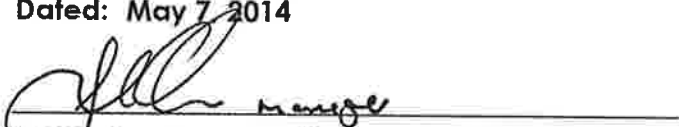
 5-9-14

City Development Engineer Rick Dorris

Title:

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated: May 7, 2014



Company/Signature Name: 667 25 RD, LLC

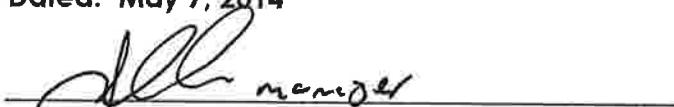
Title: manager

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated: May 7, 2014



Developer: 667 25 RD, LLC

Title: Silvano Colman, manager

MAINTENANCE GUARANTEE

Planning File No: SUB-2012-505

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are **667 25 RD, LLC** ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

2. **Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

RECITALS

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as **Copper Creek** has been reviewed and approved under Planning file number **SUB-2012-505** and as necessary or required to construe this guarantee, that file(s) is/are incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The 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 owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

4. **Security:** To secure the performance of its obligations the Developer is required to post security in an amount of **84691.12** (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

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

6. **Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

7. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

8. **Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

9. **Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12

months from the date of acceptance of the Improvements.

10. Funds: Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

11. Defect/Default Events: The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

12. Measure of Cost/Expenses: The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

13. City's Rights: When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and 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 and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

14. Indemnification: The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property 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 an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

15. No Waiver: No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to 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 will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) 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 defect(s), defaults(s) or Improvement(s).

16. Amendment or Modification: The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

17. Attorney's Fees: Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

18. Integration: This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

19. Third Party Rights: No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

20. Severability: If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

21. 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. Notwithstanding the foregoing, the burdens of this agreement are personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with

the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

22. Notice: Any notice required or permitted by this Agreement will 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:	667 25 RD, LLC	Name/Developer/Company (continued)
	P.O Box 1473	Address (Street and Mailing) Address (continued)
	Grand Junction, CO 81502	City, State & Zip Code
	9702567355	Telephone Number
		Fax Number
	SilasColman@gmail.com	E-mail Address

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

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

23. Recordation: Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

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

25. 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, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

By:



Date: 8-14-2014

Developer's Signature

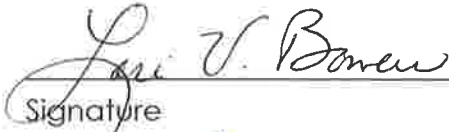
Developer's Name: 667 25 RD, LLC By: Silvano Colman

Title (position): Manager

Corporate Attest:



City of Grand Junction



Date:

Signature

Project Manager



Date: 8-20-14

Signature

Development Engineer

WB



Date: 8-21-14

Signature

Director or Planning Manager



August 22, 2014

Mr. Silas Colman
667 25 Rd, LLC
P.O. Box 1473
Grand Junction, Colorado 81502

RE: Initial Acceptance
Project Name: Copper Creek Subdivision
Project Number: SUB-2012-505

Dear Silas,

As the Developer of the referenced Project, you are hereby notified that the requirements for Initial Acceptance of the public infrastructure associated with the Project have been fulfilled. The Developer is responsible for all materials and workmanship for the public infrastructure improvements constructed or installed as part of the Project for one year following the Initial Acceptance date. Additionally, any improvements under the jurisdiction of other entities, such as water districts and sewer districts, shall be subject to the warranty requirements of those entities.

The City will conduct a warranty inspection of the above improvements prior to the end of the one-year warranty period. The Developer will be required to correct any deficiencies noted during the warranty period. If a deficient item requires replacement or major repairs under the warranty, the Maintenance Agreement and the full financial guarantee may be extended by one year from the date the item is repaired or replaced.

Please be aware that the City has already identified warranty repair items for this Project. These items will be included in the inspection punchlist to be prepared by City staff after the warranty inspection.

1. The frame on the sidewalk drain trough on east side of Copper Canyon Drive is bent and needs to be repaired.
2. The asphalt where Heritage Estates and Copper Creek meet has settled. Work with the Heritage Estates Developer to get this repaired.
3. We agreed the sanitary cleanouts behind the back of walk could be adjusted to grade and the cast iron box installed as the homes are built out. However, they will all have to be completed by the end of the warranty period even if the homes aren't built.



Initial Acceptance date: **8-20-2014**

Amount of financial security for the Maintenance Guarantee: **\$84,691.12**

Sincerely,

**Rick
Dorris**

Digitally signed by Rick Dorris
DN: cn=Rick Dorris, o=City of
Grand Junction, CO, ou=Public
Works, email=rickdo@gjcity.org,
c=US
Date: 2014.08.22 16:34:44 -0600

Rick Dorris, PE, CFM
Development Engineer

EC: Shelly Dackonish, Staff City Attorney Mary Sparks, Senior Administrative Assistant
Lori Bowers, Senior Planner Mark Barslund, Development Inspector
Dan Thorne – Street System Larry Brown – Sewage Collection System
Chris Spears – Storm Drainage System David Priske, Ute Water

ADDENDUM TO DISBURSEMENT AGREEMENT

DEVELOPER: 667 25 RD, LLC

BANK: Timberline Bank

PROPERTY: Copper Creek

This Addendum to the Disbursement Agreement is entered into by and between 667 25 RD, LLC (Developer), Timberline Bank (Bank) and the City of Grand Junction (City).

RECITALS

In connection with the development of the Property referenced above, Developer has completed construction of certain public improvements required by the Zoning and Development Code and that certain Development Improvements Agreement between the City and Developer (DIA).

In accordance with the DIA, Developer has entered into that certain Maintenance Guarantee, attached hereto and incorporated herein as if fully set forth.

The Parties desire to extend the Disbursement Agreement to the Maintenance Guarantee and to apply those funds to secure said Maintenance Guarantee.

THEREFORE, the Parties agree as follows:

Bank shall hold in trust \$84,691.12 (Line G2, Exhibit B, City Security) ("Maintenance Funds") of the funds held pursuant to the Disbursement Agreement to secure Developer's obligations under the Maintenance Guarantee and under the maintenance provisions of the DIA.

No Maintenance Funds shall be advanced to the Developer. Correction of defects by the Developer shall be at Developer's expense in accordance with the Maintenance Guarantee and the maintenance provisions of the DIA.

City releases its interest in and rights to funds remaining in the disbursement account except for the Maintenance Funds. City may demand in writing Maintenance Funds upon Developer's failure or refusal to timely correct or repair defects or deficiencies in the improvements in accordance with the Maintenance Guarantee. Bank shall advance Maintenance Funds to the City in accordance with City's written demand.

All Bank Promises, Disbursement Procedures and other terms of the Disbursement Agreement not expressly modified hereby remain in force and effect.

Dated this 20th day of August, 2014.

Timberline Bank

633 24 Rd, Grand Junction, CO 81505

Louise Gooden - AVP
Bank Officer and Title

[Signature] Developer

P.O Box 1473 Grand Junction, CO 81502

Silvano Colman, manager
Developer officer and Title

City of Grand Junction

250 N 5th St Grand Junction CO 81501

[Signature]
Greg Moberg, Planning Manager