

COL05287

TYPE OF RECORD: PERMANENT
CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**
NAME OF CONTRACTOR: COLORADO WEST MENTAL HEALTH INC
SUBJECT/PROJECT: REGIONAL MENTAL HEALTH FACILITY
LOCATION: 515 28 ¾ ROAD
TAX PARCEL #: 2943-074-00-018
FILE #: CUP-2004-019
CITY DEPARTMENT: COMMUNITY DEVELOPMENT
YEAR: 2005
EXPIRATION DATE: NONE
DESTRUCTION DATE: NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are Colo West M.H.C. ("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 Community Development 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 515 28^{3/4} ROAD has been reviewed and approved under Community Development file # CUP-2004-019 ("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 \$ 76,121.68 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Select one: Cash Letter of Credit (LOC) 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 \$ 12,686.95 (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: MARCH 10, 2005
Completion Date: MARCH 10, 2006

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 \$634,174 (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: Colorado West Mental Health Name -Developer/Company
P.O. Box 40 Address (Street and Mailing)
6916 Hwy 82
Glenwood Springs, CO 81602 City, State & Zip Code
(970) 945-2241 Telephone and Fax Numbers
(970) 945-5523
jbreyer@CWBMHC.org E-mail

Cc:

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

Cc: Community Development 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 edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.

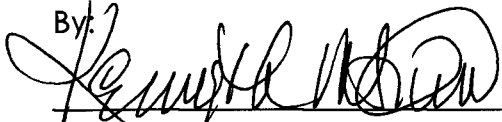
30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

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

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

(iii) provides written evidence to the City Attorney that the title to lands underlying the improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and (iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City-approved plans and specifications.

By:  2/16/2005
Developer Date
KENNETH M STEIN
Name (printed)

Corporate Attest:

 2/16/2005
Name Date

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

 8/19/05
Community Development Dept. Date

6/13/2003

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

EXHIBIT A

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7,
Township 1 South, Range 1 East of the Ute Meridian;
EXCEPT the West 130 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the West
130 feet of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7;
AND EXCEPT a tract of land in the Southeast corner thereof,
described as follows:

Commencing at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ running
thence West along said South section line of Section 7 a distance
of 350 feet;

thence North at rights angles 380 feet;

thence East parallel with the first course 350 feet;

thence South parallel with the second course 380 feet to the point of
beginning.

EXCEPT tracts conveyed to the County of Mesa, State of Colorado,
in Book 782 at Page 19 and Book 782 at Page 370;

AND EXCEPT tract conveyed to the Colorado Department of Highways
in Book 784 at Page 205.

EXHIBIT B
IMPROVEMENTS COSTS ESTIMATE

DATE: 4/15/04DEVELOPMENT NAME: Colorado Mental Health FacilityLOCATION: 515 28 3/4 RoadPRINTED NAME OF PERSON PREPARING: RG Consulting Engineers

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|---|--------------------------------|----------|----------|------------|----------------|
| A. SANITARY SEWER | | | | | |
| 1 | "PVC Sanitary Sewer Main | LF | | | \$ - |
| 2 | "PVC Sanitary Sewer Main | LF | | | \$ - |
| 3 | "PVC Sanitary Sewer Main | LF | | | \$ - |
| 4 | Sewer Services | EA or LF | | | \$ - |
| 5 | Sanitary Sewer Manhole | EA | | | \$ - |
| 6 | Sanitary Sewer Drop Manhole | EA | | | \$ - |
| 7 | Connection to Existing Manhole | EA | | | \$ - |
| 8 | Concrete Encasement | LF | | | \$ - |
| | | | | | \$ - |
| Subtotal Part A - Sanitary Sewer | | | | | \$ - |
| B. DOMESTIC WATER | | | | | |
| 1 | "PVC Water Main | LF | | | \$ - |
| 2 | "PVC Water Main | LF | | | \$ - |
| 3 | "PVC Water Main | LF | | | \$ - |
| 4 | "Gatevalve | EA | | | \$ - |
| 5 | "Gatevalve | EA | | | \$ - |
| 6 | "Gatevalve | EA | | | \$ - |
| 7 | Water Services | EA or LF | | | \$ - |
| 8 | Connect to Existing Water Line | EA | | | \$ - |
| 9 | Fire Hydrant with Valve | EA | | | \$ - |
| 10 | Utility Adjustments | EA | | | \$ - |
| 11 | Blowoff | EA | | | \$ - |
| | | | | | \$ - |
| Subtotal Part B - Domestic Water | | | | | \$ - |

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|-------------------|--|------|----------|------------|----------------|
| C1 STREETS | | | | | |
| 1 | "PVC Utility/Irrigation Sleeves | LF | | | \$ - |
| 2 | "PVC Utility/Irrigation Sleeves | LF | | | \$ - |
| 3 | Reconditioning | SY | | | \$ - |
| 4 | Aggregate Base Course (Class 3) | TN | 662 | 8 | \$ 5,296.00 |
| 5 | Aggregate Base Course (Class 6) ("Compacted Thickness | SY | 343 | 13 | \$ 4,459.00 |
| 6 | Aggregate Base Course (Class 9) ("Compacted Thickness | SY | | | \$ - |
| 7 | Hot Bituminous Paving, Grading____ (4" Thick) | TN | 132 | 50 | \$ 6,600.00 |
| 8 | Hot Bituminous Paving, Grading____ ("Thick) | SY | | | \$ - |
| 9 | Hot Bituminous Paving, Patching____ ("Thick) | SY | | | \$ - |
| 10 | Geotextile | SY | | | \$ - |
| 11 | Concrete Curb ("wide by "High | LF | | | \$ - |
| 12 | Concrete Curb and Gutter (2' Wide) | LF | | | \$ - |
| 13 | Concrete Curb and Gutter (1.5' Wide) | | | | \$ - |
| 14 | Monolithic, Vertical Curb, Gutter and Sidewalk ("Wide) | LF | 638 | 17 | \$ 10,846.00 |
| 15 | Drive Over Curb, Gutter, and Sidewalk ("Wide) | | | | \$ - |
| 16 | Concrete Sidewalk ("Wide) | LF | | | \$ - |
| 17 | Concrete Gutter and Driveway Section ("Thick) | SY | | | \$ - |
| 18 | Concrete Drainage Pan ("Wide, ("Thick) | LF | 1216 | 8 | \$ 9,728.00 |
| 19 | Concrete Corner Fillet | SY | | | \$ - |
| 20 | Concrete Curb Ramp | EA | 1 | 300 | \$ 300.00 |
| 21 | Complete Concrete Corner | SY | | | \$ - |
| 22 | Concrete Driveway ("Thick) | SY | | | \$ - |
| 23 | Driveway/Concrete Repair | SY | | | \$ - |
| 24 | Retaining Walls | LF | | | \$ - |
| 25 | Street Signs | EA | | | \$ - |
| 26 | Striping (New, Remove/Replace) | LF | | | \$ - |
| 27 | Street Lights | EA | | | \$ - |
| 28 | Signal Construction or Reconstruction | LS | | | \$ - |
| 29 | Flowable Fill | CY | | | \$ - |
| 30 | Sleeves, " , PVC | | | | \$ - |
| 31 | Subgrade Cut/Compaction | SF | 9800 | 1.5 | \$ 14,700.00 |
| 32 | Traffic Control | LS | 1 | 1000 | \$ 1,000.00 |
| 33 | Testing | LS | 1 | 500 | \$ 500.00 |

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|--|-----------------------------------|----------|----------|------------|---------------------|
| C2 BRIDGES | | | | | |
| 1 | Box Culvert Pre-Cast | LS | | | \$ - |
| 2 | Box Culvert Cast-in -Place | LS | | | \$ - |
| 3 | Wingwalls | LS | | | \$ - |
| 4 | Parapet Wall | LS | | | \$ - |
| 5 | Railing (Handrail, Guardrail) | LS | | | \$ - |
| Subtotal Part C - Streets and Bridges | | | | | \$ 53,429.00 |
| D1. EARTHWORK | | | | | |
| 1 | Mobilization | LS | | | \$ - |
| 2 | Clearing and Grubbing | AC or LS | | | \$ - |
| 3 | Unclassified Excavation | CY | | | \$ - |
| 4 | Unclassified Embankment | CY | | | \$ - |
| 5 | Silt Fence | LF | | | \$ - |
| 6 | Watering (Dust Control) | AC or LS | | | \$ - |
| D2. REMOVALS AND RESETTING | | | | | |
| 1 | Removal of Asphalt | SF | 3441 | 1 | \$ 3,441.00 |
| 2 | Removal of Miscellaneous Concrete | SY | | | \$ - |
| 3 | Remove Curb and Gutter | LF | 81 | 1 | \$ 81.00 |
| 4 | Removal of Culverts | LF | | | \$ - |
| 5 | Remove Structures | EA | | | \$ - |
| 6 | Remove Signs | EA | | | \$ - |
| 7 | Remove Fence | LF | | | \$ - |
| 8 | Adjust Manhole | EA | | | \$ - |
| 9 | Adjust Valvebox | EA | | | \$ - |
| 10 | Relocate or Adjust Utilites | LS | | | \$ - |
| 11 | Saw Cut | LF | 608 | 0.75 | \$ 456.00 |
| D3. SEEDING AND SOIL RETENTION | | | | | |
| 1 | Sod | SY | | | \$ - |
| 2 | Seeding (Native) | SY or AC | | | \$ - |
| 3 | Seeding (Bluegrass/Lawn) | SY or AC | | | \$ - |
| 4 | Hydraulic Seed and Mulching | SY or AC | | | \$ - |
| 5 | Soil Retention Blanket | SY | | | \$ - |

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|---|--|------|----------|------------|--------------------|
| D4. STORM DRAINAGE FACILITIES | | | | | |
| 1 | Finish Grading (incl. Channels, Swales, and Ponds) | CY | | | \$ - |
| 2 | " Storm Drain Pipe | LF | | | \$ - |
| 3 | " Storm Drain Pipe | LF | | | \$ - |
| 4 | " Storm Drain Pipe | LF | | | \$ - |
| 5 | " Storm Drain Pipe | LF | | | \$ - |
| 6 | " Storm Drain Pipe | LF | | | \$ - |
| 7 | "Flared End Section | EA | | | \$ - |
| 8 | "Flared End Section | EA | | | \$ - |
| 9 | 48" Storm Drain Manhole | EA | | | \$ - |
| 10 | 60" Storm Drain Manhole | EA | | | \$ - |
| 11 | 72" Storm Drain Manhole | EA | | | \$ - |
| 12 | Manhole with Box Base | EA | | | \$ - |
| 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 =_____" | CY | | | \$ - |
| 19 | Sidewalk Trough Drain | EA | | | \$ - |
| 20 | Pump Systems Including Electrical | LS | | | \$ - |
| Subtotal Part D - Grading and Drainage | | | | | \$ 3,978.00 |

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|---|--|------|----------|------------|----------------|
| E1. IRRIGATION | | | | | |
| 1 | Connect to Existing Pipe | LS | | | \$ - |
| 2 | " Irrigation Pipe | LF | | | \$ - |
| 3 | " Irrigation Pipe | LF | | | \$ - |
| 4 | Fittings and Valves | LS | | | \$ - |
| 5 | Services | EA | | | \$ - |
| 6 | Pump System and Concrete Vault | LS | | | \$ - |
| 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 & Pumping | LS | | | \$ - |
| 5 | Irrigation System | LS | | | \$ - |
| 6 | Curbing | LF | | | \$ - |
| 7 | Retaining Walls & Structures | LS | | | \$ - |
| 8 | 1 Year Maintenance Agreement | | | | \$ - |
| 9 | Topsoil | | | | \$ - |
| Subtotal Part E - Landscaping and Irrigation | | | | | \$ - |

| Item# | Item Description | Unit | Quantity | Unit Price | Extended Price |
|--|----------------------------------|------|----------|------------|--------------------|
| F. MISCELLANEOUS ITEMS | | | | | |
| 1 | Construction Staking/Surveying | % | 2.00% | | \$ 1,148.14 |
| 2 | Developer's Inspection Cost | % | 2.00% | | \$ 1,148.14 |
| 3 | General Construction Supervision | % | 2.00% | | \$ 1,148.14 |
| 4 | Quality Control Testing | % | 2.00% | | \$ 1,148.14 |
| 5 | Construction Traffic Control | % | 2.00% | | \$ 1,148.14 |
| 6 | City Inspection Fees | % | 0.50% | | \$ 287.04 |
| 7 | As-Builts | % | 2.00% | | \$ 1,148.14 |
| Subtotal Part F - Miscellaneous Items | | | | | \$ 6,027.74 |

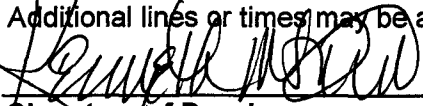
% = Percentage of total site construction costs

G COST SUMMARY

| | | |
|---|--------------------------------|---------------------|
| 1 | Total Improvement Costs | \$ 63,434.74 |
| 2 | City Security (20%) | \$ 12,686.95 |
| | Total Guarantee Amount | \$ 76,121.68 |

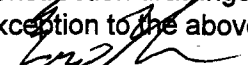
NOTES


- 1 All prices shall be for items complete in place and accepted.
- 2 All pipe 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 sleeve.
- 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 times may be added as needed.


 _____ 2/16/2005
 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.


 _____ 3/8/05
 City Development Engineer Date


 _____ 8/19/05
 Community Development Date



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

RECEIVED
APR 27 2005
COMMUNITY DEVELOPMENT
DEPT.

APR 26, 2005
OUR L/C NO.: CTCS-625558

IRREVOCABLE STANDBY LETTER OF CREDIT NO. CTCS-625558 DATE: APRIL 26, 2005

BENEFICIARY:

CITY OF GRAND JUNCTION
C/O DIRECTOR OF COMMUNITY DEVELOPMENT
250 N. 5TH STREET GRAND JUNCTION, CO 81501

DRAFTS DRAWN MUST BE MARKED
WITH OUR LETTER OF CREDIT NO. CTCS-625558
OPENER'S REFERENCE NO. CTCS-625558

GENTLEMEN:

BY THE ORDER OF:

APPLICANT:

COLORADO WEST REGIONAL MENTAL HEALTH, INCORPORATED
ATTN: JOSEPH BREYER
6916 HIGHWAY 82
PO BOX 40
GLENWOOD SPRINGS COLORADO 81601

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: CTCS-625558 FOR THE ACCOUNT OF COLORADO WEST REGIONAL MENTAL HEALTH, INCORPORATED FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE U.S. \$76,121.68 (SEVENTY SIX THOUSAND ONE HUNDRED TWENTY ONE AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ON JPMORGAN CHASE BANK, N.A., CHICAGO, IL EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE ON MARCH 10, 2006.

THIS LETTER OF CREDIT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

IT IS EFFECTIVE UPON SIGNATURE.

IT EXPIRES ON MARCH 10, 2006 SUBJECT TO THE AUTOMATIC EXTENSIONS DISCUSSED BELOW:

THIS LETTER OF CREDIT IS AVAILABLE BY SIGHT DRAFT(S) DRAWN AND MARKED



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

APR 26, 2005
OUR L/C NO.: CTCS-625558

"DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-625558
DATED APRIL 26, 2005."

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ESTABLISHED FOR THE USE AND
BENEFIT OF THE CITY OF GRAND JUNCTION BY REASON OF COLORADO WEST REGIONAL
MENTAL HEALTH, INCORPORATED (DEVELOPER) BEING OBLIGATED TO PAY OR PERFORM
IN ACCORDANCE WITH THE PROVISIONS OF THE GRAND JUNCTION ZONING AND
DEVELOPMENT CODE;

THE FOLLOWING STATEMENT SIGNED BY AN AUTHORIZED SIGNER OF THE CITY OF
GRAND JUNCTION (SIGNED AS SUCH) MUST ACCOMPANY THE SIGHT DRAFT READING:

"COLORADO WEST REGIONAL MENTAL HEALTH, INCORPORATED (DEVELOPER) HAS FAILED
TO COMPLY WITH TERMS, CONDITIONS, PROVISIONS AND REQUIREMENTS OF THE GRAND
JUNCTION ZONING AND DEVELOPMENT CODE AND/OR PLANS, SPECIFICATIONS OR
AGREEMENTS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS REQUIRED BY THE
CITY OF GRAND JUNCTION. THE MONIES RECEIVED FROM THIS DRAWING ARE REQUIRED
TO CONSTRUCT THOSE IMPROVEMENTS. THE CITY OF GRAND JUNCTION THEREFORE
REQUEST PAYMENT OF \$ _____."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY
EXTENDED FOR A PERIOD OF SIX (6) MONTHS FROM THE PRESENT OR ANY FUTURE
EXPIRATION DATE UNLESS: (A) THIS LETTER OF CREDIT MAY BE CANCELLED PRIOR
TO EXPIRY BY PRESENTATION OF A DATED STATEMENT SIGNED BY AN AUTHORIZED
SIGNER OF THE CITY OF GRAND JUNCTION (SIGNED AS SUCH) TOGETHER WITH THE
ORIGINAL LETTER OF CREDIT READING: "THE UNDERLYING OBLIGATIONS OF
COLORADO WEST REGIONAL MENTAL HEALTH, INCORPORATED HAS BEEN PERFORMED,
RELEASED OR SATISFIED; WE HEREWITH ENCLOSE JPMORGAN CHASE BANK, N.A.
LETTER OF CREDIT NO. CTCS-625558 FOR CANCELLATION." OR (B) THE BANK SENDS
NOTICE TO THE CITY OF GRAND JUNCTION AT 250 N. 5TH STREET GRAND JUNCTION,
CO 81501, BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, AT LEAST NINETY (90)
DAYS PRIOR TO SUCH EXPIRATION DATE THAT WE ELECT NOT TO FURTHER EXTEND
THIS LETTER OF CREDIT.

EXCEPT AS STATED ABOVE NO MODIFICATIONS OR REVOCATIONS MAY BE MADE BY THE
UNDERSIGNED TO THIS LETTER OF CREDIT WITHOUT THE EXPRESS WRITTEN APPROVAL
OF THE CITY'S DIRECTOR OF COMMUNITY DEVELOPMENT OR HIS DESIGNEE;



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

APR 26, 2005
OUR L/C NO.: CTCS-625558

THIS LETTER OF CREDIT IS NEITHER NEGOTIABLE NOR ASSIGNABLE;

PARTIAL DAWINGS ARE PERMITTED;

WE HEREBY AGREE THAT DRAFTS DRAWN UNDER AN IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON DUE PRESENTATION AND DELIVERY OF DOCUMENTS, WHICH MAY BE DONE BY FIRST CLASS MAIL, FACSIMILE, IN PERSON OR BY ANY OTHER REASONABLE BUSINESS PRACTICE ON OR PRIOR TO THE EXPIRATION OR ANY EXTENSION THEREOF OF THIS LETTER OF CREDIT, AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236. EXCEPT WHEN THE AMOUNT OF THE DRAWING FULLY UTILIZES THIS LETTER OF CREDIT, WE UNDERTAKE TO RETURN THE ORIGINAL LETTER OF CREDIT TO YOU WITH THE AMOUNT OF PAYMENT ENDORSED THEREON.

DEMANDS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NUMBER 312-954-0203, OR ALTERNATELY TO FAX NUMBER 312-954-2457 ARE ACCEPTABLE, UNDER TELEPHONE PRE-ADVICE TO 312-954-1957, OR ALTERNATELY TO 312-954-1910; PROVIDED THAT THE ORIGINAL DRAFT, STATEMENT AND LETTER OF CREDIT SHALL BE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO OUR OFFICE AT 300 S. RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236; PROVIDED FURTHER THAT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFICACY OF THE DEMAND.

THE DOCUMENT(S) REQUIRED MUST BE RECEIVED BY FAX ON OR BEFORE THE EXPIRY DATE ON THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) AND TO THE EXTENT THAT IT DOES NOT CONFLICT WITH ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF COLORADO.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

APR 26, 2005
OUR L/C NO.: CTCS-625558

1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

VERY TRULY YOURS,
JPMORGAN CHASE BANK, N.A.

A handwritten signature in black ink, appearing to read 'S. Alcantara', is written over a horizontal line. A vertical line extends downwards from the left side of the signature.
AUTHORIZED SIGNER



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

JUL 29, 2005
OUR L/C NO.: CTCS-625558

AMENDMENT NO.: 1

TO:
CITY OF GRAND JUNCTION
C/O DIRECTOR OF COMMUNITY
DEVELOPMENT
250 N. 5TH STREET
GRAND JUNCTION, CO. 81501

APPLICANT:
COLORADO WEST REGIONAL MENTAL
HEALTH
6916 HWY 82
GLENWOOD SPRINGS, CO 86101

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY
LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

PAGE THREE DELETE PARAGRAPH 4 WHICH BEGINS WITH:
"DEMANDS PRESENTED BY TELEFACSIMILE" AND ENDS WITH:
"THE EFFICACY OF THE DEMAND."
PAGE THREE DELETE PARAGRAPH 5 WHICH BEGINS WITH:
"THE DOCUMENT(S) REQUIRED" AND ENDS WITH:
"CONDITIONS OF THIS LETTER OF CREDIT."

INSERT IN THEIR PLACE THE FOLLOWING:
"DEMANDS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NUMBER 312-954-0203, OR
ALTERNATELY TO FAX NUMBER 312-954-2457 ARE ACCEPTABLE; PROVIDED THAT THE
ORIGINAL DRAFT, STATEMENT AND LETTER OF CREDIT SHALL BE SIMULTANEOUSLY
FORWARDED BY OVERNIGHT COURIER SERVICE TO OUR OFFICE AT 300 S. RIVERSIDE
PLAZA, 7TH FLOOR, MAIL CODE IL1-0236, STANDBY LETTER OF CREDIT UNIT,
CHICAGO, IL 60606-0236; PROVIDED FURTHER THAT THE FAILURE OF THE COURIER
SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFICACY OF THE DEMAND. THE
DOCUMENT(S) REQUIRED MUST BE RECEIVED BY FAX ON OR BEFORE THE EXPIRY DATE
ON THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS



JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

JUL 29, 2005
OUR L/C NO.: CTCS-625558

AMENDMENT NO.: 1

LETTER OF CREDIT. BENEFICIARY SHALL ATTEMPT TO PROVIDE PRE-ADVICE OF THE FAX DEMAND TO 312-954-1957, OR ALTERNATELY TO 312-954-1910, BUT FAILURE TO PROVIDE THE PRE-ADVICE SHALL NOT AFFECT THE EFFICACY OF THE DEMAND."

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.



AUTHORIZED SIGNATURE

From: Jamie Kreiling
To: patrick.x.green@chase.com; ted.j.jacobs@chase.com
Date: 7/18/2005 3:45:21 PM
Subject: Letter of Credit CTCS-625558

Dear Patrick: The changes that we request be made to the Letter of Credit Number CTCS-625558 are the following: On Page 3 of 4, the fourth paragraph and fifth paragraph should be combined and read as follows: Demands presented by telefacsimile ("Fax") to Fax Number 312-954-0203, or alternately to Fax Number 312-954-2457 are acceptable; provided that the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office at 300 S. Riverside Plaza, 7th Floor, Mail Code IL1-0236, Standby Letter of Credit Unit, Chicago, IL 60606-0236; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the demand. The document(s) required must be received by fax on or before the expiry date on this instrument in accordance with the terms and conditions of this Letter of Credit. Beneficiary shall attempt to provide pre-advice of the fax demand to 312-954-1957, or alternately to 312-954-1910, but failure to provide the pre-advice shall not affect the efficacy of the demand. I was unable to locate a copy of the original request and this may not be the exact same, but the intent is the same. Please make the changes and forward on the new Letter of Credit. Thank you, Jamie B. Kreiling Assistant City Attorney(970) 256-4032

CC: Scott Peterson

From: Jamie Kreiling
To: floro_o_alcantara@bankone.com
Date: 5/6/2005 5:28:02 PM
Subject: Letter of Credit

Dear Sir:

This letter is in reference to Standby Letter of Credit No. CTCS-625558. The applicant is Colorado West Regional Mental Health, Incorporated.

On Page 3 of 4, the fourth paragraph which begins "Demands presented," includes "under telephone pre-advice to 312-954-1957, or alternately 312-954-1910;" the intent of this statement is unclear. I am concerned that the demand presented by fax will not be effective if we are unable to speak with someone. Voice mail is not always reliable. The City is willing to provide telephone notice, but we do not want the demand acceptance to be contingent on the telephone notice. We will accept the Letter of Credit if you include the language "provided further that the failure of the telephone pre-advice to 312-954-1957, or alternately to 312-954-1910 shall not affect the efficacy of the demand;" and if you join the next paragraph with this paragraph. As two separate paragraphs it appears that we must send a fax for any form of demand presented, not just for a fax demand.

If you have questions or need additional information, please inform.

Thank you,

Jamie B. Kreiling
Assistant City Attorney
(970)256-4032

CC: Scott Peterson

RECORDING MEMORANDUM
Exhibit D

City of Grand Junction
Community Development Department Community Development
File: # CUP-2004-019

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado. The Agreement is by and between COLORADO WEST MENTAL HEALTH, (Developer) and the City of Grand Junction (City) pertaining to CONSTRUCTION OF REGIONAL MENTAL HEALTH FACILITY (Project), located at 515 28 3/4 Road.

(Subject subdivision) is more particularly depicted and described in the recording found at Plat Book X, Pages X.

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 # CUP-2004-019.

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: [Signature] 3/11/05
Date

(Print Name) Lloyd Dressler
Colo West Mental Health Inc Facilities Manager

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, Community Development Department, 250 N. 5th Street, Grand Junction Colorado.

[Signature] 3/11/05
Community Development Department Date

RELEASE OF RECORDING MEMORANDUM
City of Grand Junction
Community Development Department
FILE # CUP-2004-019

This Release relates to a Recording Memorandum dated MARCH 22, 200~~8~~⁵, by and between COLORADO WEST MENTAL HEALTH INC. (Developer) and the City of Grand Junction, pertaining to CONSTRUCTION OF REGIONAL MENTAL HEALTH FACILITY (Project), located at S15 28 3/4 ROAD, recorded at Book 3973, Page 534, Mesa County Clerk and Recorders Office.

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

WHEREAS, the City of Grand Junction and other agencies possessing authority over the Project, and/or the improvements, have inspected the improvements and have accepted the same.

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

CITY OF GRAND JUNCTION:

City Engineer: [Signature] Date: 2/23/07

Planner: [Signature] Date: FEBRUARY 23, 2007

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

[Signature], Planning Mgr. Date: 2/26/07
Community Development Department Date

The foregoing instrument was executed before me this 26th day of February, 200~~8~~, by Lisa Cox, of the Community Development Department for the City of Grand Junction, Colorado.

Witness my hand and official seal:

[Signature]
Notary Public

My commission expires on 10/29/2009

