CRY09CBS

ADDRESS:

FILE #:

YEAR:

TAX PARCEL NO:

CITY DEPARTMENT:

TYPE OF RECORD:

CATEGORY OF RECORD:

NAME OF CONTRACTOR:

PROJECT/SUBDIVISION:

PERMANENT

DEVELOPMENT IMPROVEMENTS AGREEMENT

CRYSTAL BROOKE, LLC

CRYSTAL BROOKE SUBDIVISION

2919 B ½ ROAD

2943-293-00-130, 2945-293-00-140 2943-293-00-142

PFP-2007-030

PUBLIC WORKS AND PLANNING

2009

NONE

EXPIRATION DATE: NONE

DESTRUCTION DATE:

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are <u>Crystal Brooke</u>, <u>LLC</u>, ("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 <u>Crystal Brooke Subdivision</u> has been reviewed and approved under Planning file # <u>PFP-2007-030</u> ("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

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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 \$<u>367,325.44</u> (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 $\sqrt{18}$. Letter of Credit (LOC) $\frac{3}{2}$ Disbursement Agreement \underline{X}

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 <u>\$61,220.91</u> (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."

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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: <u>April 20, 2009</u> Completion Date: <u>April 30, 2010</u>

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 $\frac{306,105}{(\text{Line G1, Exhibit B, Total Improvement Costs)}$.

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 Sates 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.

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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:	Crystal Brooke, LLC 2482 Commerce Blvd.	Name -Developer/Company Address (Street and Mailing)
	Grand Junction, CO 81505 (970) 255-6520 (970) 255-1017 lawrence.balerio@bgconcrete.c	City, State & Zip Code Telephone and Fax Numbers omE-mail

Cc:

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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 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)

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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 Cityapproved plans and specifications.

By: Developer

LAWRENCE BALERIC Name (printed)

Corporate Attest:

Name

Date

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

1.0, nning Dept. Date

5/15/2007

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

EXHIBIT A

CRYSTAL BROOK SUBDIVISION

Commencing at the W 1/4 corner of said Section 29 being a found Mesa County survey marker, the basis of bearing being N90°00'00"E to the C-W 1/16 corner of said Section 29 being another found Mesa County survey marker; thence N90°00'00"E a distance of 929.39 feet along the north line of said N1/2 SW 1/4;

thence S00°01'21"E a distance of 40.00 feet to the Point of Beginning;

thence N90°00'00"E a distance of 477.22 feet;

thence S00°00'12"W a distance of 125.00 feet;

thence N90°00'00"E a distance of 79.78 feet;

thence S00°00'12"W a distance of 493.59 feet to the north line of Loma Linda Subdivision First Addition;

thence S89°57'02"W a distance of 166.97 feet along said subdivision;

thence S00°01'12"W a distance of 10.58 feet along said subdivision to the north line of Loma Linda Subdivision;

thence N89°59'13"W a distance of 389.74 feet along said subdivision;

thence N00°01'21"W a distance of 629.23 feet to the Point of Beginning:

Said parcel contains 7.77 acres more or less.

EXHIBIT B

IMPROVEMENTS COST ESTIMATE

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DATE: March 17, 2009 DEVELOPMENT NAME: Crystal Brooke Subdivision Filing 1 LOCATION: 2919 B 1/2 Road, Grand Junction, CO PRINTED NAME OF PERSON PREPARING: Fredrick L. Larsen, Vista Engineering Corp

item #	Item Description	Unit	Quantity	_	Unit Price		Extended Price
				_	11100		1 1100
Α.	SANITARY SEWER						
1	8 " PVC Sanitary Sewer Main	LF	570	\$	23.00	\$	13,110.00
2	PVC Sanitary Sewer Main	LF				\$	-
3	" PVC Sanitary Sewer Main	LF				\$	
4	Sewer services	LF/EA	108		17.00	\$	1,836.00
5	Sanitary Sewer Manhole	EA	5	\$	3,300.00	\$	16,500.00
6	Sanitary Sewer Drop Manhole	EA				\$	-
7	Connection to Existing Manhole	EA	1	\$	2,200.00	\$	2,200.00
8	Concrete Encasement	LF	20	\$	100.00	\$	2,000.00
9						\$	-
10						\$	-
	Subtotal Part A Sanitary Sew	er	_			\$	35,646.00
В.	DOMESTIC WATER	ļ					
1	8" PVC Water Main	LF	495	Le -	25.00	\$	12,375.00
2	" PVC Water Main		490	12	23.00	\$	12,373.00
3	" PVC Water Main			<u> </u>		\$	
4	8" Gatevalve	EA	3	\$	1,500.00	\$	4,500.00
5	Thrust Blocks			♥	1,500.00	\$	4,500.00
6	" Gatevalve	EA				\$	
7	Water Services		3	\$	150.00	\$	450.00
8	Connect to Existing Water Line	EA	1		750.00	\$	750.00
9	Fire Hydrant with Valve	EA	1	<u> </u>	4,500.00	\$	4,500.00
10	Utility Adjustments	EA		≝	4,000.00	\$	-,000.00
11	Blowoff	EA	+	 		\$	
12	Testing	Hour	1			\$	
13	8" Tee with thrust block	EA				*	
14	Copper Water Service pipeline	LF	182	\$	15.00	\$	2,730.00
	Subtotal Dant D. Damastia			┠──		\$	-
	Subtotal Part B - Domestic W	ater				\$	25,305.00

Item #	Item Description Unit		Quantity	Unit Price		Extended Price	
C1	STREETS						
1	8" PVC Utility/Irrigation sleeves	LF	100	\$	6.00	\$	600.00
2	PVC Utility/Irrigation sleeves	LF	100	- *		\$	-
3	Reconditioning (Subgrade Prep)	SY	1772	\$	1.20	\$	2,126.40
4	Aggregate Base Course (Class 3)	TN		Ť		\$	-
	Aggregate Base Course (Class 6) (16"						· · · · · · · · · · · · · · · · · · ·
5	Compacted Thickness B 1/2 Rd Taper)	ΤN	691	\$	18.00	\$	12,438.00
	Aggregate Base Course (Class 6) ("			+		_	
6	Compacted Thickness)	SY				\$	-
	Hot Bituminous Paving, Grading GR-S		1				
7	(3" thick)	TN				\$	-
8	Concrete Paving (Interior Roadways)	SF	11496	\$	3.00	\$	34,488.00
	Hot Bituminous Paving, Patching (3" Thick						
9	B 1/2 Rd Taper)	TN	140	\$	95.00	\$	13,300.00
10	Geotextile	SY	1			\$	-
11	Concrete Curb (" Wide by" High)	LF				\$	-
12	Concrete Curb and Gutter (2' wide)	LF				\$	-
13	Concrete Curb and Gutter (1.5' wide)	LF				\$	-
	Monolithc, Vertical Curb, Gutter and						
14	Sidewalk (' Wide)	LF				\$	-
	Drive Over Curb, Gutter, and Sidewalk						
15	(6.5' Wide)	LF	685	\$	18.00	\$	12,330.00
16	Concrete Sidewalk (' Wide)	LF				\$	-
	Concrete Gutter and Driveway Section ("						
17	Thick)	SY				\$	
18	Concrete Drainage Pan (6' Wide,8" Thick)	SF				\$	-
19	Concrete Corner Fillet	SF				\$	

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City of Grand Junction

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tem #	Item Description	Unit	Quantity		Unit Price	Extended Price
20	Concrete Curb Ramps and Pans	SF	803	\$	6.00	\$ 4,818.00
21	Complete Concrete Corner	SY		Ψ	0.00	\$
22	All Weather Access Path (OMSD)	SF				\$
23	Driveway/Concrete Repair	SY	<u> </u>			\$
24	Retaining Walls					\$
25	Street Signs	EA	2	\$	250.00	\$ 500.00
26	Striping (New, Remove/Replace)	LF		- -		\$ -
27	Street Lights	EA	2	\$	1,000.00	\$ 2,000.00
28	Truncated Domes	SF		<u>_</u>		\$ -
29	Flowable Fill	CY	· · · · · · · · · · · · · · · · · · ·			\$ -
30	Sleeves, ", PVC	LF				\$ -
31	Raise Manhole to Grade	EA				\$ -
32	Adjust Water Valves	EA				\$ -
33	Blue Top	SY	1			\$ -
34	Cut and Patch	SF	1			\$ -
35	End of the Road Markers	EA	6	\$	880.00	\$ 5,280.00
36	Traffic Control	LS				\$ -
37	Mail Box	EA	1	\$	500.00	\$ 500.00
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				\$ -
						\$
			ļ			\$ -
	Subtotal Part C - Streets ar	nd Bridaes				\$ 88,380.40

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3/26/2009

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ltem #	Item Description	Unit	Quantity		Unit Price		Extended Price
D1	EARTHWORK						
1	Mobilization	LS	1	\$	5,000.00	\$	5,000.00
		LS	1	\$	5,000.00	\$	5,000.00
23	Clearing and Grubbing Unclassified Excavation	CY	1200	_	1.07	\$	1,284.00
<u>3</u>	Unclassified Excavation	CY	2000	\$	1.07	\$	2,440.00
5	Clearing and Grubbing	AC	2000	Ψ	1.22	\$	2,440.00
6	Top soil strip and replace	CY				\$	
7	Import	TON				\$	
8	Site Grading	AC				\$	
9	Dry Utility Trenching and Backfill					\$	
10						Ψ	······································
D2	REMOVALS AND RESETTING						
	Demousl of Assist		201		2.00	*	792.00
	Removal of Asphalt Removal of Miscellaneous Concrete	SY	391	>	2.00	\$	782.00
2		SY				\$	-
	Remove Curb and Gutter					\$	
<u>4</u> 5	Removal of Culverts					\$	
6	Remove Structures	EA	ļ			\$	
	Remove Signs Remove Fence	EA LF				\$	
	Adjust Manhole					\$ \$	······
- 0	Adjust Valvebox					\$	
10	Relocate or Adjust Utilities	LS				\$	
				┣—			
D3	EROSION CONTROL, SEEDING,	AND SOIL F	ETENTIC	N			·
1	Sod					\$	
2	Seeding (Native)	SY or AC	· · · · · · · · · · · · · · · · · · ·		••••••••••••••••••••••••••••••••••••••	\$	-
						•	
<u>3</u> 4	Seeding (Bluegrass/Lawn)	SY or AC	<u> </u>			\$	-
<u>4</u> 5	Hydraulic Seed and Mulching Soil Retention Blanket	SY or AC SF			4 50	\$	
	Sill Fence		6200	⊅_	1.50	\$	9,300.00
7	Sin Pence Straw Waddles	LF LF	<u> </u>	┣		\$ \$	
8	Temporary Berms		<u> </u>	├		\$	
9	Inlet Protection	EA		├		\$	
10	Sediment Trap/Basin	EA	<u> </u>			\$	
11	Monthly Maintenance/Inspection	Month	<u> </u>	┣─		\$	
12	Watering (Dust Control)	AC	2.3	\$	1,750.00	\$	4,025.00
13	Temporary Irrigation		<u></u>	┝╨─	1,100.00	\$	
14	Storm Water Management	LS	1	\$	3,000.00	\$	3,000.00
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3/26/2009

City of Grand Junction

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Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D4	STORM DRAINAGE FACILITIES			 	
<u> </u>	Finish Grading (incl. Channels, Swales, and			 	 ·····
1	Ponds)	CY			\$ -
2	15" RCP Storm Drain Pipe	LF	226	\$ 30.00	\$ 6,780.00
3	12" SDR-35 Storm Drain Pipe	LF	0	\$ 21.00	\$ _
4	10" PVC Storm Drain Pipe	LF	976	\$ 20.00	\$ 19,520.00
5	15" ADS 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	4	\$ 2,500.00	\$ 10,000.00
10	60" Storm Drain Manhole	EA	1	\$ 5,100.00	\$ 5,100.00
11	72" Storm Drain Manhole	EA		 	\$ ///
12	Manhole with Box Base	EA		 	\$ -
13	Connection to Existing MH	EA	1	\$ 2,000.00	\$ 2,000.00
14	Single Curb Opening Storm Drain Inlet	EA	1	\$ 2,500.00	\$ 2,500.00
15	Area Storm Drain Inlet (rear lot drain)	EA	0	\$ 460.00	\$ <u></u>
16	Area Storm Drain Inlet	EA	1	\$ 2,700.00	\$ 2,700.00
17	Detention Area Outlet structure	EA	1	\$ 4,000.00	\$ 4,000.00
18	Rip-Rap D ₅₀ ="	CY			\$
19	Sidewalk Trough Drain	EA			\$
20	Pump Systems including Electrical	LS			\$
	Subtotal Part D - Grading and	Draina	ge		\$ 83,431.00

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Page 5

IRRIGATION Connect to Existing Pipe 6" CL-160 Irrigation Pipe				Price	······	Price
Connect to Existing Pipe						
Connect to Existing Pipe 6" CL-160 Irrigation Pipe						
6" CL-160 Irrigation Pipe	LS	2	\$	500.00	\$	1,000.00
	LF	1190		12.00	\$	14,280.00
4" CL-160 Irrigation Pipe	LF	1553		12.00	\$	18,636.00
Fittings and Valves	LS				\$	-
Services	EA	26	\$	120.00	\$	3,120.00
Pump System and Concrete Vault	LS				\$	-
Irrigation Structure	EA				\$	-
Vacuum Relief and/or Air Release Valve	EA				\$	-
6" Gate Valve	EA	1	\$	1,000.00	\$	1,000.00
	EA	2		900.00	\$	1,800.00
Irrigation Drain	EA	3	\$	600.00	\$	1,800.00
Irrigation Injection Port	EA	1	\$	350.00	\$	350.00
LANDSCAPING						
Design/Architecture	19				\$	·····-
			┣──			
		1	\$	6 000 00		6,000.00
		1				2,500.00
		<u>∤</u>	–	2,000.00		
			<u> </u>			_
	LS	1	\$	1.500.00		1,500.00
Topsoil		<u> </u>	<u> </u>		\$	
				<u> </u>	\$	-
					\$	-
Subtotal Part E - Landscaping	g and Irr	igation			\$	51,986.00
Subtatal Construction Costs						204 740 40
Subiolal Construction Costs			┣		<u> </u>	284,748.40
	Services Pump System and Concrete Vault Irrigation Structure Vacuum Relief and/or Air Release Valve 6" Gate Valve 4" Gate Valve Irrigation Drain Irrigation Injection Port LANDSCAPING Design/Architecture Earthwork Hardscape Features Plant Material & Planting Irrigation System Curbing Retaining Walls & Structures 1 Year Maintenance Agrmnt. Topsoil	Services EA Pump System and Concrete Vault LS Irrigation Structure EA Vacuum Relief and/or Air Release Valve EA 6" Gate Valve EA 4" Gate Valve EA Irrigation Drain EA Irrigation Injection Port EA LANDSCAPING EA Design/Architecture LS Earthwork CY Hardscape Features LS Plant Material & Planting LS Irrigation System LS 1 Year Maintenance Agrmnt. LS Topsoil Subtotal Part E - Landscaping and Irr	Services EA 26 Pump System and Concrete Vault LS Irrigation Structure EA Vacuum Relief and/or Air Release Valve EA 6 7	ServicesEA26\$Pump System and Concrete VaultLSIrrigation StructureEAIrrigation StructureEAIrrigation StructureEAVacuum Relief and/or Air Release ValveEA16" Gate ValveEA24" Gate ValveEA2Irrigation DrainEA3Irrigation Injection PortEA1LANDSCAPINGIrrigationIrrigationDesign/ArchitectureLSIrrigation SystemPlant Material & PlantingLS1Irrigation SystemLS1CurbingLFIrrigation System1 Year Maintenance Agrmnt.LS1Subtotal Part E - Landscaping and IrrigationIrrigation	ServicesEA26\$ 120.00Pump System and Concrete VaultLS	Services EA 26 \$ 120.00 \$ Pump System and Concrete Vault LS \$ \$ \$ Irrigation Structure EA \$ \$ \$ Vacuum Relief and/or Air Release Valve EA \$ \$ \$ 6" Gate Valve EA 1 \$ 1,000.00 \$ \$ 4" Gate Valve EA 2 \$ 900.00 \$ \$ Irrigation Drain EA 2 \$ 900.00 \$ \$ Irrigation Injection Port EA 1 \$ 350.00 \$ LANDSCAPING

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Item #	Item Description	Unit	Quantity	Unit Price		Extended Price
F.	Miscellaneous Items				+	
	Miscenaricous items				+	
1	Construction staking/surveying	%	0.01	\$ 284,748.40	\$	2,847.48
2	Developer's inspection cost	%	0.01	\$ 284,748.40	\$	2,847.48
3	General construction supervsn	%		\$ 284,748.40		2,847.48
4	Quality control testing	%		\$ 284,748.40		5,694.97
5	Construction traffic control	%		\$ 284,748.40		2,847.48
6	City inspection fees	%	+	\$ 284,748.40		1,423.74
7	As-builts	%	0.01	\$ 284,748.40		2,847.48
	Subtotal Part F - Miscellane	<u>ous Items</u>			\$	21,356.13
% = Perc G.	COST SUMMARY					
1	Total Improvement Costs				\$	306,104.53
2	City Security (20%)				\$	61,220.91
3	Total Guarantee Amount				\$	367,325.44
 Wate itemiz All co Fill in Reco Units 	be prices shall include excavation, pipe, become r main shall include pipe, excavation, beddi ed elsewhere. Increte items shall include Aggregate Base the pipe type for irrigation pipe and sleeves inditioning shall be calculated to at least 6" of can be changed if desired, simply annotate ional lines or items may be added as needed in the comporation, to be signed by President at to by Secretary together with the corporate I have reviewed the estimated costs and the	ng, backfill, be Course where butside of back what is used. d. 3/26 Date and attested e seals.) ime schedule s	nds, and ap required by of walk on /09	purtenances no the drawings. both sides. e and, based or	the	
	construction drawings submitted to date a exception to the above.	nd the current $4 - 9 - 07$ Date	cost of cons	struction, I take	no	

Development Improvements Guarantee Recap Sheet

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Check One:	X Cash Deposit Letter of Credit (LOC) Cash Refund LOC Release
Date	April 30, 2009
Project File No.	PFP-2007-030
Project Name	Crystal Brooke Subdivision
Project Location	2919 B 1/2 Road
Purpose of DIA	Filing 1 Improvements
Payee Name	Abstract & Title Company of Mesa County, Inc. (Crystal Brooke, LLC)
Payee Mailing Address	PO Box 3738
Payee City, State Zip Code	Grand Junction CO 81501-4612
Payee Telephone No.	970-242-8234
DIA Expiration Date	4/30/2010
Project Planner	Greg Moberg
Project Engineer	Rick Dorris

	ŀ	ACCOL	JNTING	INFORM	ATION		
	CASI	H			LETTER OF	CREDIT	
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$306,104.53	04/08/09	122471	LOC Amount	\$-		
Refund	\$ -	ⁿ ⁿ		Release	\$ -		
Refund	\$-	····		Release	\$ -		
Refund	\$-			Release	\$ -		
BALANCE	\$306,104.53			BALANCE	\$ -		

DIA Cash Fund/Account No. 207-2090

Development Improvements Guarantee Recap Sheet

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Check One:	X Cash Deposit Letter of Credit (LOC)
	Cash Refund LOC Release
Date	April 30, 2009
Project File No.	PFP-2007-030
Project Name	Crystal Brooke Subdivision
Project Location	2919 B 1/2 Road
Purpose of DIA	Filing 1 Improvements
Payee Name	Eric Lederer/FBO Alice Lederer (Crystal Brooke, LLC)
Payee Mailing Address	120 Ponderosa Drive
Payee City, State Zip Code	Ridgway, CO 81432
Payee Telephone No.	
DIA Expiration Date	4/30/2010
Project Planner	Greg Moberg
Project Engineer	Rick Dorris

	ACCOUNTING INFORMATION										
	CAS	н		LETTER OF CREDIT							
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE				
DEPOSIT	\$61,220.91	04/03/09	1036	LOC Amount	\$-						
Refund	\$-			Release	\$-	<u></u>					
Refund	\$-		<u></u>	Release	\$-						
Refund	\$ -			Release	\$-						
BALANCE	\$61,220.91			BALANCE	\$-						

DIA Cash Fund/Account No.

207-2090

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City of Grand Junction Fees Crystal Brooke Subdivision			
Undergrounding	224.49 LF	\$ 25.65	\$ 5,758.17 🛩
Parks Fee	4 Lots	\$ 225.00	\$ 900.00 🖌
Open Space (10% of Appraisal Value)	2.31 Acres	\$ 60,000.00	\$ 13,860.00 🗸
Construction Inspection Fee	1 LS	\$ 2,340.00	\$ 2,340.00 🖌
Recording Fees (Estmate Only)	1 LS	\$ 170.00	\$ 170.00
Total Improvements Cost (G1 Exhibit B)	1 LS	\$ 306,104.53	\$ 306,104.53 🛩
City Security (20% of Total Improvements Cost)	1 LS	\$ 61,220.91	\$ 61,220.91 🗸
Total		•	\$ 390,353.60
Eric Lederer Check No. 1036			\$ 61,220.91
Abstract and Title			\$ 328,791.24
			\$ 390,012.15
Balance Owing			\$ 341.45
Mesa County Clerk			\$ 170.00
City of Grand Junction			\$ 171.45



RECORDING MEMORANDUM Exhibit D

City of Grand Junction Public Works and Planning Department File: # PFP-2007-030

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 Crystal Brooke, LLC (Developer) and the City of Grand Junction (City) pertaining to Crystal Brooke Subdivision (Project), located at 2919 B ½ Road.

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 # PFP-2007-030.

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: BIG Execución + Concrete 4/8/09 Janue Br Manager Date (Print Name) Lawrence Buler, O

CITY OF GRAND JUNCTION:

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

4 ·S·0° Public Works & Planning Department Date

6/10/2003

City of Grand Junction Accounts Payable Edit Listing

Vendor/Remittar		Ni	Description	Invoice		Due Dete	Confirming RET C/L Data	Natas		Amounts
	nt: 06-630 PW&P,P	Number	Description Batch Date: 05/27/2009	Date Batch Number: 200	Date	Due Date	EFT G/L Date Batch Description: Leslie	Notes		Amounts
5056 - Crystal Bro	-	DIA Disburse #1	DIA Disbursement #1)09 05/27/20(-	No	Gross:	17,084.90
2							-		Freight:	0.00
Invoice Departm	ent: 06-630 PW&P,	Planning	Check Sort Code:		B	ank Account:	Accounts Payable Clearing	St	ate Tax:	0.00
2482 Commerce E	Blvd.		Check Code:		In	voice Terms:		Cou	nty Tax:	0.00
2482 Commerce E	Blvd.		Manual Check: No					Local/C	ity Tax:	0.00
Grand Junction, C	O 81505		Check Number:						iscount:	0.00
									tainage: –	\$0.00
								Net A	Amount:	\$17,084.90
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M A	mount/Unit	Total 4	Amount
		N/N/N/N/N/N	ALLOWANCES/REIMB	URSEMENTS - DIA		1.0000	EA	17,084.9000	17	7,084.90
	G/L Distribution:	G/L. Account/Proje	ect					Expensed	Unencu	mbered
		207.2090 (Transp	ortation Capacity Fund.Dep	osits Payable)				17,084.90		0.00
Total Invoice Item	s:	1 Invoice	e Amount Expensed:	\$17,084.90	Invoice A	mount Unenc	umbered: \$0.0	00		
								Batch Total I Batch Tota		1 \$17,084.90
								Batch Total	Freight:	\$0.00
	,							Batch Total St		\$0.00
								tch Total Cou		\$0.00
								Total Local/C	•	\$0.00
								Batch Total D Batch Total Re		\$0.00 \$0.00
							L	Batch Total Re		\$0.00 \$17,084.90
	1						Batch	Total Unencu		\$0.00
								Grand Total I	nvoices:	1
								Grand Tota	l Gross:	\$17,084.90
								Grand Total	Freight:	\$0.00
								Grand Total St		\$0.00
								ind Total Cour	-	\$0.00
								Total Local/C	•	\$0.00
								Grand Total D		\$0.00
							G	rand Total Re	-	\$0.00
								Grand To	nal net:	\$17,084.90

 10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO.

 To: Crystal Brooke, LLC
 , for work at Crystal Brooke Sub Filing 1 accomplished (Project)

 through the date of 5/26/09
 by Vista Engineering Corp as follows or attach an itemized list. (Subcontractor)

CONTRACTOR'S Certification: <u>Vista Engineering</u> (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of <u>Vista Engineering Corp</u> (subcontractor) incurred in connection with the Work covered by this Application For Payment Number <u>1</u> inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will parts to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

× 16 Dated (subcontractor) Fredrick Larsen Title: President/Office Manager

Per paragraph 2(a) of the disbursement agreement for <u>Crysal Brooke Sub Filing 1</u> (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 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 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 1 kg 26, 2009

Name: red By:

1

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 5-26,2009

AND JUNCTIO CITY OF GR Title:

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

24 . 20 **0**4 Dated

Prodle UC Company: By & Title

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

- 1. Developer shall submit 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 <u>not</u> submit a Request for Disbursement for items not included in the accepted DIA.
- 2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

	DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION								
PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(ESCROW AGENCY: City of GJ			Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43		DIA NOT RECORDED: DIA RECORDED: Book - Page -			
DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL	
		on Cost Estimat		SINCEIS	DRAINAGE	and inni.	14150.	TOTAL	
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52	
Disbursemen	·· ·· ·· ·· ···		· · · · · · · · · · · · · · · · · · ·					· ·	
26-May-09	rad						\$17,084.90	\$17,084.90	
J	<u> </u>							\$0.00 \$0.00	
 	-				······			\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
J			·					\$0.00 \$0.00	
								\$0.00	
Total									
Disbursed		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,084.90	\$17,084.90	
Remaining Disbursable Balance		\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$4,271.22	\$289,019.62	
		<u> </u>	φ20,000.00	400,000.40	φ00,+01.00	\$51,500.00	$\psi \tau_{j} \mathcal{L} i i \mathcal{L} \mathcal{L}$	φ <u>200,010.02</u>	

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$17,084.90, including all previous payments, to the Developer for work completed on the Project. 6-26-0

Signature:

Kack **Rick Dorris**

Title: Development Engineer

Date:

Name:

EXHIBIT B

IMPROVEMENTS COST ESTIMATE

DATE: March 17, 2009 DEVELOPMENT NAME: Crystal Brooke Subdivision Filing 1 LOCATION: 2919 B 1/2 Road, Grand Junction, CO PRINTED NAME OF PERSON PREPARING: Fredrick L. Larsen, Vista Engineering Corp

ltem #	Item Description	Unit	Quantity	Unit		Extended	Prevous		Requ			maini	
				Price		Price	Quantity	Amount	Quantity	Amount	Quantity		Amount
Α.	SANITARY SEWER	-						-					
					1								
1	8 " PVC Sanitary Sewer Main	LF	570	\$ 23.00	\$	13,110.00	0		0		570	\$	13,110.00
2	" PVC Sanitary Sewer Main	ĻF	T		\$								
3	PVC Sanitary Sewer Main	LF			\$	•							
4	Sewer services	LF/EA	108	\$ 17.00	\$	1,836.00	0		0		108	\$	1,836.00
5	Sanitary Sewer Manhole	ÊA	5	\$ 3,300,00	\$	16,500.00	0		0		5	\$	16,500.00
6	Sanitary Sewer Drop Manhole	EA	1		\$	- 1							
7	Connection to Existing Manhole	EA	1	\$ 2,200.00	\$	2.200.00	0	<u> </u>	0		1	\$	2,200.00
8	Concrete Encasement	LF	20	\$ 100.00	\$	2,000.00	0		0	<u>-</u>	20	\$	2,000.00
9			1		Ŝ								· ·
10					\$	-							
	Subtotal Part A Sanitary Sew	ver	_		\$	35,646.00						\$	35,646.00
В.	DOMESTIC WATER	+											·····
1	8" PVC Water Main	LF	495	\$ 25.00	\$	12,375.00			o		495	\$	12,375.00
2	" PVC Water Main	LF	100	• 10.00	ŝ	12,010.00			*			· •	12,07 0.00
3	" PVC Water Main	LF			ŝ								
4	8" Gatevalve	EA		\$ 1,500.00	ŝ	4,500.00			0	<u>`</u>	3	\$	4,500.00
5	Thrust Blocks	EA	`	\$ 1,000.00	ŝ	4,000.00	¥		¥			Ψ	4,000.00
-6	"Gatevalve	EA	ł		\$								
7	Water Services	EA		\$ 150.00		450.00	0		0			\$	450.00
	Connect to Existing Water Line	EA		\$ 750.00		750.00			0			\$	750.00
	Fire Hydrant with Valve	EA		\$ 4,500.00		4,500.00	0		0			\$	4,500.00
10	Utility Adjustments	EA	<u> </u>	\$ 4,500.00	\$	4,500.00					·		4,500.00
	Blowoff	EA		·····	\$	·							
12	Testing				\$								
	8" Tee with thrust block	Hour			⊅	· · ·							
13		<u>EA</u>			<u> </u>								
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$	2,730.00	0		0		182	\$	2,730.00
					\$	-							
	Subtotal Part B - Domestic W	Vater			\$	25,305.00						\$	25,305.00
_					+ T							- T	,
C1	STREETS												
1	8" PVC Utility/Irrigation sleeves	LF	100	\$ 6.00		600.00	0		0		100	\$	600.00
2	PVC Utility/Irrigation sleeves	LF			\$	-							
3	Reconditioning (Subgrade Prep)	SY	1772	\$ 1. <u>20</u>		2,126.40	0		0	- <u>-</u>	1772	\$	2,126.40
	Aggregate Base Course (Class 3)	TN			\$	-							
	Aggregate Base Course (Class 6) (16"	1				[
5	Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$	12,438.00	0		0		691	\$	12,438.00
	Aggregate Base Course (Class 6) ("												
6	Compacted Thickness)	SY		· · · · · ·	\$	-							

Vista Engineering Corporation 605 28 1/4 Road Suite B Grand Junction, CO 81506

.

Item #	Item Description	Unit	Quantity	Unit	ŀ	Extended	Prevou	sly Paid	Requ	ested	Re	maini	ng
				Price		Price	Quantity	Amount	Quantity	Amount	Quantity		Amount
	Hot Bituminous Paving, Grading GR-S	1											- ·
7	(3" thick)	TN			s	-							
8	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	ŝ	34,488.00	0		0		11496	\$	34,488.00
	Hot Bituminous Paving, Patching (3" Thick	1			Ť								· · · · · · · · · · · · · · · · · · ·
9	B 1/2 Rd Taper)	TN	140	\$ 95.00	\$	13,300.00	0		0		140	\$	13,300.00
10	Geotextile	SY	1		\$	-							
11	Concrete Curb (* Wide by* High)	LF			\$								
12	Concrete Curb and Gutter (2' wide)	LF	1		\$								
13	Concrete Curb and Gutter (1.5' wide)	LF			\$	-					1		
	Monolithc, Vertical Curb, Gutter and	1											
14	Sidewalk (' Wide)	LF			\$	-							
	Drive Over Curb, Gutter, and Sidewalk												
15	(6.5' Wide)	LF	685	\$ 18.00	\$	12,330.00	0		0		685	\$	12,330.00
16	Concrete Sidewalk (' Wide)	LF			\$	•							
	Concrete Gutter and Driveway Section (Γ								
17	Thick)	SY			\$								
					[
18	Concrete Drainage Pan (6' Wide,8" Thick)	SF			\$	-			L				
	Concrete Corner Fillet	SF			\$	-							
	Concrete Curb Ramps and Pans	SF	803	\$ 6.00		4,818.00	0		0		803	\$	4,818.00
	Complete Concrete Comer	SY			\$	•							
	All Weather Access Path (OMSD)	SF			\$	-							
	Driveway/Concrete Repair	SY			\$								
	Retaining Walls	LF			\$								
	Street Signs	EA	2	\$ 250.00	\$	500.00	0		0		. 2	\$	500.00
26	Striping (New, Remove/Replace)	LF			\$	<u> </u>							
27	Street Lights	EA	2	\$ 1,000.00	\$	2,000.00	0		0		2	\$	2,000.00
28	Truncated Domes	SF			\$	•							
29	Flowable Fill	CY			\$	-							
30	Sieeves,", PVC	LF			s								
	Raise Manhole to Grade	EA		•••••	ŝ		-						
	Adjust Water Valves	EA			ŝ								
	Blue Top	SY			\$								
	Cut and Patch	SF			ŝ								
	End of the Road Markers	EA	6	\$ 880.00	ŝ	5,280.00	0		0	č.	6	\$	5,280.00
	Traffic Control	LS	V	Ψ. 000.00	ŝ							Ψ	0,200.00
	Mail Box	ĒA	1	\$ 500.00	ŝ	500.00	0		0		1	\$	500.00
		+ - / •	·'	• 000.00	+	000.00	v				†	<u> </u>	000.00
C2	BRIDGES												
	<u> </u>				\$								
1	Box Culvert Pre-Cast	LS			\$					· · · ·	<u> </u>		
	Box Culvert Cast-in-Place	LS			⇒ \$								
	Wingwalls	LS			\$				i		<u> </u>		
	Parapet Wall	LS			\$						<u>+ ·· · · · · · · · · · · · · · · · · · </u>	·····	
	Railing (handrail, guardrail)	LS			\$	-					t		
	rianning (Harioran, gaardran)				\$					·····	†		
					\$	-							
	Subtotal Part C - Streets and	Bridges			\$							¢	00 200 40
	Subtotal Fart C - Streets and	Bridges			\$	88,380.40	0		0		0	\$	88,380.40
	EARTHWORK			•									
D1													
1	Mobilization	LS	1	\$ 5,000.00	\$	5,000.00	0		0	·····	1	•	5,000.00
	Clearing and Grubbing	LS	1			5,000.00	0		0		1		5,000.00
	Unclassified Excavation	CY	1200			1,284.00	0		0		1200		1,284.00
	Unclassified Embankment	CY	2000			2,440.00	0		0		2000		2,440.00
	Understand Chipanninent		2000	Ψ 1.22	φ	2,440.00	0		0		2000	4	2,440.00

Vista Engineering Corporation 605 28 1/4 Road Suite B Grand Junction, CO 81506

ltem #	Item Description	Unit	Quantity	Unit	Т	Extended	Prevoi	sly Paid	Reou	ested	R	emaining
			Country	Price		Price	Quantity	Amount	Quantity	Amount	Quantity	Arnount
5	Clearing and Grubbing	AC		1	\$	-					· · · · · · · · · · · · · · · · · · ·	
6	Top soil strip and replace	CY	1	1	\$		· · · · · · · · · · · · · · · · · · ·		_			
7	Import	TON	1	<u> </u>	\$		······					
8	Site Grading	AC		1	\$							
9	Dry Utility Trenching and Backfill	LF	1		Ś	-			1		· · · · · · · · · · · · · · · · · · ·	
10					+*							
					-			· · · · · · · · · · · · · · · · · · ·				
D2	REMOVALS AND RESETTING											
	Removal of Asphalt	SY	391	\$ 2.00		782.00)	0		391	\$ 782.0
	Removal of Miscellaneous Concrete	SY _			\$	-					1	
	Remove Curb and Gutter	LF			\$						1	
4	Removal of Culverts	LF			\$							
5	Remove Structures	EA			\$	-						
	Remove Signs	EA			\$	-						
7	Remove Fence	LF			\$	-						
8	Adjust Manhole	EA			\$							
9	Adjust Valvebox	EA			\$			1				
10	Relocate or Adjust Utilities	LS	<u> </u>		Ś							
		t						1				
		_			1							
D3	EROSION CONTROL, SEEDING, A	ND SOIL R	ETENTIC	N								
1	Sod	SY			\$							
2	Seeding (Native)	SY or AC			\$	•						
3	Seeding (Bluegrass/Lawn)	SY or AC			s							
4	Hydraulic Seed and Mulching	SY or AC		· · · · · · · · · · · · · · · · · · ·	S	-		1				
5	Soil Retention Blanket	SF	6200	\$ 1.50		9,300.00	0		0		6200	\$ 9,300.00
6	Silt Fence	LF			\$	-						
7	Straw Waddles	LF			ŝ	-						
	Temporary Berms	LF			\$	-						
	Inlet Protection	EA			\$							
	Sediment Trap/Basin	EA			ŝ	-						
	Monthly Maintenance/Inspection	Month			Š					·····	<u> </u>	
	Watering (Dust Control)	AC	2.3	\$ 1,750.00		4,025.00	0		0		2.3	\$ 4,025.00
	Temporary Irrigation	<u> </u>	2.5	ψ 1,750.00	5	-,020.00			<u> </u>		2.0	φ 4,020.00
14	Storm Water Management	LS	1	\$ 3,000.00		3,000.00	0		0		1	\$ 3,000.00
15	otorini vvater ivianagement			\$ 3,000.00	1.*		<u>v</u>				<u> </u>	φ <u>3,000.00</u>
— <u>'`</u>					t		· · · · · · · · · · · · · · · · · · ·				<u> </u>	
					t						<u> </u>	
D4	STORM DRAINAGE FACILITIES				1							
	Finish Grading (incl. Channels, Swales, and				1							1
	Ponds)	CY			s	-						
	15" RCP Storm Drain Pipe	LF	226	\$ 30.00		6,780.00	0	i	0		226	\$ 6,780.00
	12" SDR-35 Storm Drain Pipe	LF	0			-						
	10" PVC Storm Drain Pipe	LF	976			19.520.00	0		0		976	\$ 19,520.00
	15" ADS Storm Drain Pipe	LF			ŝ		<u>v</u>		├ ⁻ Ĭ		1	10,020.00
6	Storm Drain Pipe	LF			\$			· · · · · · · · · · · · · · · · · · ·				
7	"Flared End Section	EA			\$	-					1	
8	"Flared End Section	EA			\$							
	48" Storm Drain Manhole	EA		\$ 2,500.00		10,000.00	0		0			\$ 10,000.00
	60" Storm Drain Manhole	EA	1	\$ 5,100.00		5,100.00	0		0		1	\$5,100.00
	72" Storm Drain Manhole	EA			\$	+			-			
12	Manhole with Box Base	EA			\$				L		L	L

Vista Engineering Corporation 605 28 I/4 Road Suite B Grand Junction, CO 81506

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Item #	Item Description	Unit	Quantity	T	Unit	1	Extended	Prevou	sly Paid	Rea	uested	R	emain	ing
		1			Price	1	Price	Quantity	Amount	Quantity	Amount	Quantity	1	Amount
13	Connection to Existing MH	EA	1		2,000.00	\$		0					\$	2,000.00
14	Single Curb Opening Storm Drain Intet	EA		ŝ	2,500.00			0					ŝ	2,500.00
15	Area Storm Drain Inlet (rear lot drain)	EA) š	460.00			_			<u></u>		+	2,000.00
16	Area Storm Drain Inlet	EA			2,700.00			0			,	1	5	2,700.00
17	Detention Area Outlet structure	EA			4,000.00			0					ŝ	4,000.00
18	Rip-Rap D ₅₀ ="		<u> </u> '	*	4,000.00	_		<u>_</u>		·····	<u></u>		+*	4,000.00
19				<u> </u>		\$								·
	Sidewalk Trough Drain	EA		<u> </u>		\$	-						<u> </u>	
20	Pump Systems including Electrical	LS		<u> </u>		\$								
		I		<u> </u>		-						· · · · · · · · · · · · · · · · ·	Į.,	
	Subtotal Part D - Grading and	d Drainag	je			\$	83,431.00						\$	83,431.00
		[1										
E1	IRRIGATION			1 "										
<u> </u>	IRRIGATION			Į									<u> </u>	
				L		4.							_	
1	Connect to Existing Pipe	LS		\$	500.00		1,000.00	0		0			\$	1,000.00
2	6" CL-160 Irrigation Pipe	LF	1190		12.00		14,280.00	0		0		1190		14,280.00
3	4" CL-160 Irrigation Pipe	LF	1553	\$	12.00		18,636.00	0		0	·	1553	\$	18,636.00
4	Fittings and Valves	LS	L			\$	•				L		L	
5	Services	ĒA	26	\$	120.00	<u> </u>	3,120.00	0		0	·	26	\$	3,120.00
6	Pump System and Concrete Vault	LS				\$	-							
	Irrigation Structure	EA				\$	-							
	Vacuum Relief and/or Air Release Valve	EA				\$					1			
	6" Gate Valve	EA			1,000.00		1,000.00	0		0			\$	1,000.00
	4" Gate Valve	EA		\$	900.00		1,800.00	0		0			\$	1,800.00
	Irrigation Drain	EA		\$	600.00		1,800.00	0		0			\$	1,800.00
12	Irrigation Injection Port	EA	1	\$	350.00	\$	350.00	0		0		1	\$	350.00
E2	LANDSCAPING]										
						t—								
1	Design/Architecture	LS				\$							<u> </u>	
	Earthwork	CY				1 ŝ	-						<u> </u>	
3	Hardscape Features	LS				Š	-							
	Plant Material & Planting	LS	1	\$	6,000.00		6,000.00	0		0		1	\$	6,000.00
	Irrigation System	LS			2,500.00		2,500.00	0		0			ŝ	2,500.00
	Curbing	LF		<u> </u> ™	2,000.00	Š	2,000.00				+	· · · · · · · · · · · · · · · · · · ·	<u>+</u> [₩] −	2,000.00
	Retaining Walls & Structures	LS		<u> </u>	<u></u>	ŝ							<u></u>	
	1 Year Maintenance Agrmnt.	LS	1	s	1.500.00		1.500.00						<u> </u>	
	Topsoil			·····	1,000.00	\$								
				<u> </u>		ŝ								
				ł		\$								
	Subtatel Dant E. Landaganing				-		54 000 00				<u></u>			50 490 00
C	Subtotal Part E - Landscaping	g and irri	gation			\$	51,986.00						\$	50,486.00
	Subtotal Construction Costs					\$	284,748,40						\$	283,248.40
						L *	207,170.40	<u>.</u>						200,240.40
- <u>-</u> +						-					ļ		<u> </u>	
F .	Miscellaneous Items													
					_									
	Construction staking/surveying	%			4,748.40		2,847.48			100%	\$ 2,847.48	0	\$	-
	Developer's inspection cost	%	0.01	\$ 28	4,748.40	\$	2,847.48			100%	\$ 2,847.48	0	\$	-
	General construction supervsn	%			4,748.40		2,847.48			100%			\$	-
	Quality control testing	%			4,748.40		5,694.97			100%			\$	-
	Construction traffic control	%			4,748.40		2,847.48			0		0.01		2,847.48
	City inspection fees	%			4,748.40		1,423.74			0		0.005		1,423.74
	As-builts	%			4,748.40		2,847.48			100%			ŝ	-
	Subtotal Part F - Miscellaneou					\$	21,356.13						\$	4,271.23
		us items		ļ		4	21,000.10				\$ 17,084.90		3	4,271.23
> = Perce	entage of total site construction costs				•								┣	
		- 1				I	1					L	L	

Vista Engineering Corporation 605 28 1/4 Road Suite B Grand Junction, CO 81506

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	COST SUMMARY		Quantity	Unit		Extended		ly Paid	1100	uested	Ren	
1 1	Total Improvement Costs			Price		Price	Quantity	Amount	Quantity	Amount	Quantity	Amount
20					\$	306,104.53						\$ 287,519
	City Security (20%)				\$	61,220.91				ļ		<u>\$ </u>
						-						
27	Total Guarantee Amount				\$	367,325.44	0	\$ -		\$ 17,084.90		\$ 345,023
<u></u>	Total Guarantee Amount				Φ	307,329.44	<u>v</u>	<u>ъ</u>		\$ 17,004.90		• • • • • • • • • • • • • • • • • • •
(If	Signature of Developer If corporation, to be signed by President and o by Secretary together with the corporate s			and, based on t	the state							
co ex Ci	have reviewed the estimated costs and time construction drawings submitted to date and exception to the above. City Development Engineer	e schedule s the current o Date	-	uction, I take no								

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(\cdot) ()**Development Improvements Guarantee Recap Sheet**

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Check One:	X Cash Deposit	Letter of Credit (LOC)
	Cash Refund	LOC Release
	······································	
Date	April 30, 2009	
Project File No.	PFP-2007-030	
Project Name	Crystal Brooke Subdivision	
Project Location	2919 B 1/2 Road	
Purpose of DIA	Filing 1 Improvements	
Payee Name	Abstract & Title Company of N	lesa County, Inc. (Crystal Brooke, LLC)
Payee Mailing Address	PO Box 3738	
Payee City, State Zip Code	Grand Junction CO 81501-46	12
Payee Telephone No.	970-242-8234	
DIA Expiration Date	4/30/2010	
Project Planner	Greg Moberg	
Project Engineer	Rick Dorris	

	ACCOUNTING INFORMATION									
	CASH	1		LETTER OF CREDIT						
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE			
DEPOSIT	\$306,104.5 2	04/08/09	122471	LOC Amount	\$-					
Refund	\$-	<u> </u>		Release	\$ -	·				
Refund	\$ -			Release	\$-					
Refund	\$ -			Release	\$ -					
BALANCE	\$306,104.5			BALANCE	\$ -					

DIA Cash Fund/Account No.	207-2090
DIA Cash Funu/Account No.	20/-2090

Development Improvements Guarantee Recap Sheet

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Check One:	X Cash Deposit Letter of Credit (LOC) Cash Refund LOC Release
Date	April 30, 2009
Project File No.	PFP-2007-030
Project Name	Crystal Brooke Subdivision
Project Location	2919 B 1/2 Road
Purpose of DIA	Filing 1 Improvements
Payee Name	Eric Lederer/FBO Alice Lederer (Crystal Brooke, LLC)
Payee Mailing Address	120 Ponderosa Drive
Payee City, State Zip Code	Ridgway, CO 81432
Payee Telephone No.	
DIA Expiration Date	4/30/2010
Project Planner	Greg Moberg
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION									
	CASH LETTER OF CREDIT								
	AMOUNT	REFERENCE		AMOUNT	AMOUNT DATE				
DEPOSIT	\$61,220.91	04/03/09	1036	LOC Amount	\$-				
Refund	\$-			Release	\$ -				
Refund	\$ -	· · · · · · · · · · · · · · · · · · ·		Release	\$ -				
Refund	\$ -			Release	\$-				
BALANCE	\$61,220.91			BALANCE	\$ -				

DIA Cash Fund/Account No.	207-2090

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City of Grand Junction Fees			
Crystal Brooke Subdivision			
Undergrounding	224.49 LF	\$ 25.65 \$	5,758.17 v
Parks Fee	4 Lots	\$ 225.00 \$	900.00 🖌
Open Space (10% of Appraisal Value)	2.31 Acres	\$ 60,000.00 \$	13,860.00 🗸
Construction Inspection Fee	1 LS	\$ 2,340.00 \$	2,340.00 🖌
Recording Fees (Estmate Only)	1 LS	\$ 170.00 \$	170.00
Total Improvements Cost (G1 Exhibit B)	1 LS	\$ 306,104.53 \$	306,104.53 V
City Security (20% of Total Improvements Cost)	1 LS	\$ 61,220.91 \$	61,220.91 🗸
Total		. \$	390,353.60
Eric Lederer Check No. 1036		\$	61,220.91
Abstract and Title		\$	328,791.24
		\$	390,012.15
		•	
Balance Owing		\$	341.45
Mesa County Clerk		\$	170.00
City of Grand Junction		\$	171.45

City of Grand Junction Accounts Payable Edit Listing

				Invoice	G/L		Confirming			
Vendor/Remittan	ce Address	Number	Description	Date	Date	Due Date	EFT G/L Date	Notes		Amounts
Batch Departmen	nt: 06-630 PW&P,P	lanning	Batch Date: 06/24/2009	Batch Number: 200	Batch Number: 2009-00001878		Batch Description: Leslie	6/24/09		
5056 - Crystal Bro	oke LLC	DIA Disburse #2	DIA Disbursement #2	06/18/2009	06/18/20	09 06/24/20)9	No	Gross:	14,230.25
									Freight:	0.00
Invoice Departme	ent: 06-630 PW&P,	Planning	Check Sort Code:		В	ank Account:	Accounts Payable Clearing	y S	tate Tax:	0.00
2482 Commerce B	lvd.		Check Code:		In	voice Terms:		Cou	inty Tax:	0.00
2482 Commerce B	lvd.		Manual Check: No					Local/0	City Tax:	0.00
Grand Junction, CO	Grand Junction, CO 81505							I	Discount:	0.00
								R	etainage:	\$0.00
								Net	Amount:	\$14,230.25
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M A	Amount/Unit	Total Amo	unt
		N/N/N/N/N/N	REFUND - DIA Disbursem	ent #2		1.0000	EA	14,230.2500	14,230.	.25
	G/L Distribution:	G/L Account/Proj	ect					Expensed	Unencumber	red
		207.2090 (Transp	ortation Capacity Fund.Depos	its Payable)				14,230.25	0.	.00
Total Invoice Items	S :]	Invoic	e Amount Expensed:	\$14,230.25 I	nvoice A	mount Unenc	umbered: \$0.	00		

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10/28/2003 REQUEST FOR DISBURS	EMENT AND APPLICATION F	OR PAYMENT NO.	2
To: _Crystal Brooke, LLC accomplished (owner)		at _Crystal Brooke Subdivision Project)	Filing 1,
through the date of6/05/09	_ by B&G Excavation & Concrete LLC (Subcontractor)	as follows or a	attach an itemized list.

CONTRACTOR'S Certification: __B&G Excavation & Concrete LLC ___ (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of __B&G Excavation & Concrete LLC _____ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number _____ 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, 2007	(subcontractor)
	By:- Ganue D
	Title: Manage/

Per paragraph 2(a) of the disbursement agreement for Crystal Brooke Subdivision Filing 1(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 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 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 /

Name: /wh VICTA & By:

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.

.20 09 Dated

CITY OF GR AND HUNCTION Title:

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

616 Dated .2001

Company: Crystal Brooke, LLC By & Title: Manage/

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit 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.

2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION									
PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(ESCROW AGENCY: City of GJ		Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43	DIA RECORDED:					
DATE	ВҮ	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL	
the second se		n Cost Estimate							
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52	
Disbursemen 26-May-09 17-Jun-09	rad rad	·			\$14,230.25		\$17,084.90	\$17,084.90 \$14,230.25 \$0.00 \$0.00 \$0.00	
								\$0.00 \$0.00	
								\$0.00 \$0.00 \$0.00	
Total Disbursed		\$0.00	\$0.00	\$0.00	\$14,230.25	\$0.00	\$17,084.90	\$31,315.15	
Remaining Disbursable Balance		\$35,646.00	\$25,305.00	\$88,380.40	\$69,200.75	\$51,986.00	\$4,271.22	\$274,789.37	

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$31,315.15, including all previous payments, to the Developer for work completed on the Project.

Signature: ill nin

7-Date: 1-

Name: Rick Dorris

Title: Development Engineer

Vendor/Remittar	nce Address	Number	Description		Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes		Amounts
Batch Departmen	nt: 06-630 PW&P,P	lanning	Batch Date: 07/22/2009	Batch Nu	mber: 200	9-000022	213	Batch Description: Leslie			
5056 - Crystal Bro	ooke LLC	DIA Disburse #3	DIA Disbursement #3 PFP-2	007-030	07/21/2009	07/21/2	009 07/22/200)9	No	Gross:	80,141.86
			I							Freight:	0.00
	ent: 06-630 PW&P,	Planning	Check Sort Code:			B	ank Account:	Accounts Payable Clearing	; S	tate Tax:	0.00
2482 Commerce B			Check Code:			It	nvoice Terms:		Cou	inty Tax:	0.00
2482 Commerce B			Manual Check: No						Local/C	City Tax:	0.00
Grand Junction, C	O 81505		Check Number:						Ľ	Discount:	0.00
									Re	etainage:	\$0.00
									Net.	Amount:	\$80,141.86
Detail:	P.O. Number	C/D/F/T/ A/1099	Description				Quantity	U/M A	mount/Unit	Total Amo	ount
		N/N/N/N/N/N	REFUND - DIA Disburseme	nt #3 PFP-	2007-030		1.0000	EA	80,141.8600	80,142	1.86
	G/L Distribution:	G/L Account/Proje	ect						Expensed	Unencumbe	ered
		207.2090 (Transp	ortation Capacity Fund.Deposit	ts Payable)					80,141.86	(0.00
Total Invoice Item	s: j	l Invoice	e Amount Expensed: \$	80,141.86	Ĭ	nvoice A	mount Unence	umbered: \$0.0	00		
									Batch Total I	nvoices:	1
									Batch Tota		\$80,141.86
									Batch Total	-	\$0.00
									Batch Total St		\$0.00
									tch Total Cou	-	\$0.00
									Total Local/C		\$0.00
									Batch Total D		\$0.00
								E	Batch Total Re	-	\$0.00
								Datah	Batch Total Unencu		\$80,141.86 \$0.00
,											
									Grand Total I		1
									Grand Tota		\$80,141.86
								·	Grand Total Frand Total St	0	\$0.00 \$0.00
											\$0.00 \$0.00
									nd Total Cour Total Local/C	-	\$0.00 \$0.00
									Frand Total D	-	\$0.00
		,								iscount.	ф 0. 00

\$0.00

\$0.00

\$80,141.86

Grand Total Retainage:

Grand Total Unencumbered:

Grand Total Net:

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REQUEST FOR DISBURS	EMENT AND APPLICATION FOR PAYMENT NO.	3
To: _Crystal Brooke, LLC accomplished (owner)	, for work at Crystal Brooke Sub (Project)	division Filing 1,
through the date of6/05/09	by B&G Excavation & Concrete LLCas fol	lows or attach an itemized list.

(Subcontractor)

CONTRACTOR'S Certification: _ B&G Excavation & Concrete LLC __ (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of _ B&G Excavation & Concrete LLC _____ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number _____ 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	7120	, 20 <u>0</u> ¶	(subcontractor)
			By:- Clamme Bu
			Title: Manager
			2

Per paragraph 2(a) of the disbursement agreement for Crystal Brooke Subdivision Filing 1(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 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 the work has been performed in a workmanlike manner; that no funds are being requested for work not complete, 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

,

Name: Engineer .y By:

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.

'-Z/ .2009 Dated 7

Title:

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

20 . 2009 Dated

Brooke Company: By & Title:

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit 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.

2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION											
1		Crystal Brooke- PFF Crystal Brooke, LL(City of GJ	P-2007-030	Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43	DIA NOT DIA	¢				
		1			GRADING &	LANDSCAPE					
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL			
		on Cost Estimate		<u>_</u>							
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52			
Disbursemen 26-May-09	ts rad			<u> </u>	· · · · · · · · · · · · · · · · · · ·		\$17,084.90	\$17,084.90			
17-Jun-09	rad				\$14,230.25			\$14,230.25			
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.86			
								\$0.00			
								\$0.00 \$0.00			
					······································			\$0.00			
								\$0.00			
								\$0.00			
								\$0.00			
Total Disbursed		\$32,346.00	\$0.00	\$0.00	\$59,890.50	\$0.00	\$19,220.51	\$111,457.01			
Remaining Disbursable											
Balance		\$3,300.00	\$25,305.00	\$88,380.40	\$23,540.50	\$51,986.00	\$2,135.61	\$194,647.51			

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$111,457.01, including all previous payments, to the Developer for work completed on the Project.

Signature:

Name: Rick Dorris

Date: 7-2/-09

Title: Development Engineer

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DISBURSMENT REQUEST NO. 3

DATE: July 20, 2009 DEVELOPMENT NAME: Crystal Brooke Subdivision Filing 1 LOCATION: 2819 B 1/2 Road, Grand Junction, CO PRINTED NAME OF PERSON PREPARING: Fredrick L Larsen, Vista Engineering Corp

		EXHIBIT I	В											
Item	item Description	Unit	Quantity	Unit		Extended		usly P			uested		emainir	
		<u> </u>		Price		Price	Quantity		Amount	Quantity	Amount	Quantity	L	Amount
												. <u> </u>		
A.	SANITARY SEWER													
1	8 " PVC Sanitary Sewer Main	LF	570	\$ 23.00		13,110.00	0	\$	-	570	\$ 13,110.00	0	\$	<u> </u>
2	" PVC Sanitary Sewer Main	LF			\$	•							ļ	
3	" PVC Sanitary Sewer Main	LF			\$									
4	Sewer services	LF/EA	108			1,836.00		\$		108			\$	
<u>5</u> 6	Sanitary Sewer Manhole Sanitary Sewer Drop Manhole	EA	5	\$ 3,300.00		16,500.00	0	\$		4	\$ 13,200.00	1	\$	3,300.00
7	Connection to Existing Manhole	EA EA			\$	-					0.000.00		\$	-
	Concrete Encasement			\$ 2,200.00 \$ 100.00		2,200.00		\$	-	20	\$ 2,200.00 \$ 2,000.00		\$	
9	Concrete Encasement	<u></u>	20	\$ 100,00	/ \$	2,000.00	0	3		20	\$ 2,000.00			
10					\$									
	· · · · · · · · · · · · · · · · · · ·		+			· · · · · · · · · · · · · · · · · · ·								
	Subtotal Part A Sanitary Sewe	·				0F C4C 00					A 22.246.00		\$	3,300.00
	Subiolal Fail A Samilary Sewi		_		\$	35,646.00		\$			\$ 32,346.00		3	3,300.00
В.	DOMESTIC WATER	·												
<u>D.</u>	DOMESTIC WATER							ļ						
1	8" PVC Water Main	LF	495	\$ 25.00		10 000 000					s -	495	-	12,375.00
2	" PVC Water Main		495	3 25.00	\$	12,375.00	0	\$	·		*·	480		12,070.00
3	PVC Water Main		t		\$. <u> </u>	· · · · · · · · · · · · · · · · · · ·		
	8" Gatevalve	EA		\$ 1,500.00		4,500.00		\$	•		\$		\$	4,500.00
	Thrust Blocks	ĒA		\$ 7,300.00	\$	4,500.00		<u> </u>					*	
6	Gatevalve	EA		· · · · · · · · · · · · · · · · · · ·	ŝ			+						·····
7	Water Services	EA	3	\$ 150.00		450.00	0	5		0	\$ -	3	\$	450.00
	Connect to Existing Water Line	EA		\$ 750.00		750.00		\$			\$ -		ŝ	750.00
	Fire Hydrant with Valve	EA		\$ 4,500,00		4,500.00		ŝ			\$ -	1	\$	4,500.00
10	Utility Adjustments	ÉA			\$			<u> </u>						
	Blowoff	EA			\$	•								
	Testing	Hour			\$	•								
13	8" Tee with thrust block	EA												
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$	2,730,00		\$		0	s -	182	e	2,730.00
			102	4 (0.00	\$	2,700.00		^		·			<u>۴</u>	2,700.00
	Subtotal Part B - Domestic Wa	tor	† · · · · · · · · · · · · · · · · · · ·		Ŝ	25,305.00		\$			s -		S	25,305.00
	oubtotal I art D - Donicate In					23,303.00		3			*			20,000.00
C1	STREETS				+								<u> </u>	
<u> </u>	STREETS							 						
1	8" PVC Utility/Irrigation sleeves	LF.	100	\$ 6.00	\$	600.00		s			\$.	100		600.00
2	PVC Utility/Irrigation sleeves		- 100	\$ 6.00	\$			->		v	<u>)</u>	100	. ₽	600.00
3	Reconditioning (Subgrade Prep)	SY	1772	\$ 1.20		2,126.40		\$			\$ -	1772	6	2,126.40
4	Aggregate Base Course (Class 3)	TN		\$ 1,20	ŝ	2,128.40		*			*****	1172		£,120.40
	Aggregate Base Course (Class 6) (16"				+*								ł —	
	Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$	12,438.00	0	\$.	0	s -	691	s	12,438.00
	Aggregate Base Course (Class 6) ("				1	12,100.00		<u> </u>	-		•		ŀ	
6	Compacted Thickness)	SY	1		\$.								
	Hot Bituminous Paving, Grading GR-S	·········		· · · · · · · · · · · · · · · · · · ·	T			· · · ·						
	(3" thick)	TN			s	-								
	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	\$	34,488.00	0	\$	-	0	\$ -	11496	\$	34,488.00
	Hot Bituminous Paving, Patching (3" Thick				1									
	B 1/2 Rd Taper)	TN	140	\$ 95.00		13,300.00	0	\$		0	\$ -	140	\$	13,300.00
	Geotextile	SY			\$	•								
11	Concrete Curb (" Wide by" High)	ĹF			\$									

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7/21/2009

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City of	Grand	Junction

item	Item Description	Unit	Quantity	Unit	Extended	<u> </u>	- Drever	aby Baid		uested	<u>в</u> ,	emainin	
	item Description		Guantity	Price	Price		antity	sly Paid Amount	Quantity	Amount	Quantity	T	g Amount
12	Concrete Curb and Gutter (2' wide)	L. LF	+	File	s Price		anny	Anoun		Anopra		<u> </u>	
13	Concrete Curb and Gutter (2 wide)			<u> </u>	\$	·							
	Monolithc, Vertical Curb, Gutter and	<u> </u>							·			+	
14	Sidewalk (' Wide)	LF		1									
	Drive Over Curb, Gutter, and Sidewalk	<u> </u>			\$			· · · · · · · · · · · ·	·	······		<u> </u>	
15			1					_	1 .		-		
	(6.5' Wide)	LF	685	\$ 18.00		330.00	0	<u>s</u>	0	<u>s</u>	685	13	12,330.00
16	Concrete Sidewalk (' Wide)	LF			\$	· · · · · · · · · · · · · · · · · · ·		· · · ·				<u> </u>	
. –	Concrete Gutter and Driveway Section		1						1				
17	(" Thick)	SY			\$	-							
		1					-		1		1	1	
18	Concrete Drainage Pan (6' Wide,8" Thick)	SF			\$	-							
19	Concrete Corner Fillet	SF			\$	•							
20	Concrete Curb Ramps and Pans	SF	803	\$ 6.00	\$.4	818.00	0	\$-	0	\$ -	803	\$	4,818.00
21	Complete Concrete Corner	SY	T		\$	•					1		
22	All Weather Access Path (OMSD)	SF	1		\$	-						[
23	Driveway/Concrete Repair	SY	-		\$							· · · · ·	
	Retaining Walls	LF			s						· · · · · · · · · · · · · · · · · · ·		
	Street Signs	EA		\$ 250.00	*	500.00	0	s .		s -	······,	\$	500.00
	Striping (New, Remove/Replace)		2	φ <u>200.00</u>				¥`				ļ	300.04
27	Street Lights				\$	-		•					0.000.00
28		EA	2	\$ 1,000.00		00.00	0	\$	0	\$ -	2	\$	2,000.00
	Truncated Domes	SF			\$	· ·	l.						
29	Flowable Fill	CY			\$	-						L	
30	Sieeves,", PVC	ĿF			*								
	Raise Manhole to Grade				\$								
		EA			\$	_•						<u> </u>	
	Adjust Water Valves	EA			\$. •							
	Blue Top	SY			\$	-							
	Cut and Patch	SF			\$	-							
	End of the Road Markers	EA	6	\$ 880.00	\$ 5,	280.00	0	\$ -	0	\$ -	6	\$	5,280.00
	Traffic Control	ĹS			\$	•							
37	Mail Box	EA	1	\$ 500.00	\$	500,00	0	\$-	0	\$.	1	\$	500.00
					· · · · · · · · ·			-					
C2	BRIDGES							·· · · ·					
	51110020						م احتر الم مستعمل ا					 	
1	Box Culvert Pre-Cast				\$	·				·		ļ	
		LS			\$	<u> </u>				·			
	Box Culvert Cast-in-Place	LS			\$	•						I	
	Wingwalls	LS			\$	-							
	Parapet Wall	LS			\$	•							
5	Railing (handrail, guardrail)	LS			\$	•							
					\$	•							
				· · · · · · · · · · · · · · · · · · ·	\$								
	Subtotal Part C - Streets and E	Indaes					<u> </u>	\$-		s -		\$	88,380.40
	oubtotal Fait C - Streets and L	Juges			\$ 88,38	0.40		a .		· ·		3	00,300.40
	EAD THREE HIS									· · ·			
D1	EARTHWORK					-						l	
												[
1	Mobilization	LS	<u> </u>	\$ 5,000.00	• E7	00.00	0.75	\$ 3,750.00	0.25	\$ 1,250.00		\$	
	Clearing and Grubbing									φ <u>1</u> ,230,00		\$	•
	Unclassified Excavation	LS		\$ 5,000.00		00.00	1 5		0				
		CY	1200			284.00	1200		0			\$	
	Unclassified Embankment	CY	2000	\$ 1.22		40.00	2000	\$ 2,440.00	0		0	\$	-
	Clearing and Grubbing	AC			\$	· ·							
	Top soil strip and replace	CŸ			\$	<u>.</u>	T						
	Import	TON	~		\$	•							
	Site Grading	AC			\$	-							
9	Dry Utility Trenching and Backfill	LF			\$								
10							·						
							+					·	
	····· ,				• • • • • • • • • • • • • • • • • • • •							· · · ·	
D2	PEMOVAL & AND DESETTING					·							
	REMOVALS AND RESETTING												
		Т		T									
1 1	Removal of Asphalt	SY	391	\$ 2.00	\$	82.00	0		0	\$-	391	\$	782.00
L	المحصوب بعوي أيتقون أنتقا والمحاد							-	0	• ·	201		,

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Item	Item Description	Unit	Quantity	Unit	T	Extended	Prevo	usly Paid	Ber	uested	B	emaini	na
1			Guanny	Price		Price	Quantity	Amount	Quantity	Amount	Quantity	T	Amount
2	Removal of Miscellaneous Concrete	SY	<u> </u>		\$		datarity					1	
3	Remove Curb and Gutter		·		\$							ł	
4	Removal of Culverts				\$			<u> </u>					
5	Remove Structures	EA			\$		· · · · ·					+	
6	Remove Signs	EA			\$			<u></u>		<u> </u>			
	Remove Fence	┿ ╴╔ ┈		·	\$			<u> </u>			· · ·	<u> </u>	
	Adjust Manhole	EA			\$							<u> </u>	
	Adjust Valvebox	EA					·			· · · · · · · · · · · · · · · · · · ·			
	Relocate or Adjust Utilities		.		\$	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			<u> </u>			
	rerecate of Adjust Otilities	LS			\$	•							
					<u> </u>			ļ				 	
								······					~
D3	EROSION CONTROL, SEEDING,	AND SOIL	RETENTI	ON								I	
	Sod	SY			\$	•							
2	Seeding (Native)	SY or AC			\$	•							
в	Cooding (Bluesser)												
	Seeding (Bluegrass/Lawn)	SY or AC			\$								
	Hydraulic Seed and Mulching	SY or AC	·		\$	· · ·						.	
	Soil Retention Blanket	SF	6200	\$ 1.50	\$	9,300.00	0	\$	0	\$	6200	\$	9,300.00
	Silt Fence	LF			\$		1999 - C. 1997 -					L	
	Straw Waddles	LF			\$	-							
	Temporary Berms	ĻF			\$	•						L	
	Inlet Protection	EA			\$			· · ·					
	Sediment Trap/Basin	EA			\$								
11	Monthly Maintenance/Inspection	Month			\$								
12	Watering (Dust Control)	AC	2.3	\$ 1,750.00	\$	4,025.00	0,575	\$ 1;006.25	0.575	\$ 1,006.25	1.15	·\$	2,012.50
13	Temporary Irrigation				\$	-							
14	Storm Water Management	LS	1	\$ 3,000.00	\$	3,000.00	0.25	\$ 750.00	0.25	\$ 750.00	0.5	\$	1,500.00
15								·····					
						·····							
D4	STORM DRAINAGE FACILITIES												
		├────											
	Finish Grading (ind. Channels, Swales,	t											
	and Ponds)	CY				· ·	•						
	15" RCP Storm Drain Pipe				*								
	12" SDR-35 Storm Drain Pipe		226			6,780.00		\$	67.8		158.2	\$	4,746.00
			0			· · · ·				\$ -		<u> </u>	
	10" PVC Storm Drain Pipe	LF	976			19,520.00	0	\$ -	976	\$ 19,520.00	0	\$	
	15" ADS Storm Drain Pipe	LF			\$	•							
6	Storm Drain Pipe	LF			\$	•							
7	" Flared End Section	EA			\$	•							
8	Flared End Section	ĒA			\$	•							
9	48" Storm Drain Manhole	EA		\$ 2,500.00	\$	10,000.00		¢		\$ 10,000.00	-	\$	
	50" Storm Drain Manhole	EA			\$			<u>s</u>				\$	
	72" Storm Drain Manhole	EA EA				5,100.00	0	.	1	\$ 5,100.00	0	3	
	Manhole with Box Base	EA EA			\$	· · ·						<u> </u>	
	Connection to Existing MH				<u>\$</u>						<u>_</u> _		
		EA			\$	2,000.00	0	\$	1	\$ 2,000.00		\$	i
	Single Curb Opening Storm Drain Inlet	EA	1			2,500.00	0	\$		\$.	1	\$	2,500.00
	Area Storm Drain Inlet (rear lot drain)	EA	0										
	Area Storm Drain Inlet	EA	1			2,700.00		\$		\$ -		\$	2,700.00
	Detention Area Outlet structure	EA	1		\$	4,000.00	0	\$	1	\$ 4,000.00	0	\$	i
	Rip-Rap D ₅₀ ="	CY			\$	-							
19 8	Sidewalk Trough Drain	EA			\$	-							
20 1	Pump Systems including Electrical	LS			\$	£ -	····						
	Subtotal Part D - Grading and	Drainage			\$	92 421 00		¢ 14 000 05		\$ 45.660.25		\$	22 540 50
	and and and and and and	Liamaye	<u> </u>			83,431.00		\$ 14,230.25		\$ 45,660.25		3	23,540.50
	·····												
E1	RRIGATION					1	[1
					······								
1 0	Connect to Existing Pipe	LS	2	\$ 500.00	¢	1,000.00	0			\$ -		\$	1,000.00
N	and an and a second sec		4	- JUU.00 [Ψ	1,000,001	Q	· ·	U U	÷ -	2	3	1,000,00

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Page 3

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COST SUMMARY

1 Total Improvement Costs

3 Total Guarantee Amount

2 City Security (20%)

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ltem	Item Description	Unit	Quantity	Unit		Extended	Prevo	usly	v Paid	Red	lues	ted	Re	main	Ing
		1	1	Price		Price	Quantity	T	Amount	Quantity		Amount	Quantity		Amount
2	6" CL-160 Irrigation Pipe	LF	1190	\$ 12.00	\$	14,280.00	0	\$	• •	0	\$		1190	\$	14,280.0
3	4" CL-160 Irrigation Pipe	LF	1553	\$ 12.00	\$	18,636.00	0	15		0	\$	• • •	1553	\$	18,636.0
4	Fittings and Valves	LS	1		\$						1				
5	Services	EA	26	\$ 120.00	\$	3,120.00	0	5		0	\$	•	26	\$	3,120.0
6	Pump System and Concrete Vault	LS	1		\$										
7	Irrigation Structure	EA	1		\$					• • • • • • • • • •	· · · ·				
8	Vacuum Relief and/or Air Release Valve	EA	1		\$		••••••				· · ·				
9	6" Gate Valve	EA	1	\$ 1,000.00	\$	1,000,00	0	\$		0	\$		1	\$	1,000,0
10	4" Gate Valve	EA	and the second second	\$ 900.00		1,800.00		Š	-		Š		2	\$	1,800,0
11	Irrigation Drain	EA		\$ 600.00		1,800.00		\$			ŝ		3		1.800.0
12	Irrigation Injection Port	EA		\$ 350.00		350.00		Š			ŝ			Ŝ	350.0
				• 000.00	ا *		v	<u>۴</u>			<u> </u>		·····	*	
E2	LANDSCAPING				ŀ										
	LANDOOA ING							_			· · ·	·			
1	Design/Architecture	LS			\$										
2	Earthwork	CY			\$	-									
3	Hardscape Features	LS			\$										
4	Plant Material & Planting	LS	1	\$ 6,000.00	\$	6,000.00	0	\$		0	\$		1	\$	6,000.0
5	Irrigation System	LS	1	\$ 2,500.00		2,500.00		\$			S		1	\$	2,500.0
6	Curbing	LF			Ŝ						<u> </u>				
7	Retaining Walls & Structures	LS			ŝ										
8	1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$	1,500.00		_							
9	Topsoil				\$										
					\$										
					\$	-	· · · · · · · · · · · · · · · · · · ·								
C	Subtotal Part E - Landscaping	and Irrig	ation		\$	51,986.00	·· .	\$	-		\$	-		\$	50,486,00
					- T						—			- . .	
	Subtotal Construction Costs				\$	284,748.40		\$	14,230.25		\$	78,006.25		\$	191,011.90
F.	Miscellaneous Items							_							
										· · · · ·					
	Construction staking/surveying	%		\$ 284,748.40		2,847.48	100%	\$	2,847.48	0%		•	0%		
	Developer's inspection cost	%		\$ 284,748.40		2,847.48	100%	\$	2,847.48	0%		-	0%		•
	General construction supervsn	%		\$ 284,748.40		2,847.48	100%	\$	2,847.48	Q%		-	0%		-
	Quality control testing	%		\$ 284,748.40		5,694.97	100%	\$	5,694.97	0%		-	0%		
	Construction traffic control	%		\$ 284,748.40		2,847.48	0%	\$		75%	\$	2,135.61	25%		711.8
	City inspection fees	%		\$ 284,748.40		1,423.74	0%	\$	-	0%			100%		1,423.7
_	As-builts	%	0.01	\$ 284,748.40	\$	2,847.48	100%	\$	2,847.48	0%	\$	•	0%	\$	-
	Subtotal Part F - Miscellaneou	is Items			\$	21,356.13		\$	17,084.90		\$	2,135.61		\$	2,135.6

\$

\$

0 \$

31,315.15

6,263.03

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Page 4

Vendor/Remittance Address	Number	Description		Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes		Amounts
Batch Department: 06-630 PW&P,I	Planning	Batch Date: 08/24/2009	9 Batch Num	ber: 2009	9-0000258	30	Batch Description: Les	ie - handcut		
5056 - Crystal Brooke LLC	DIA Disburse #4	DIA Disbursement #4 P	FP-2007-030 08	/24/2009	08/24/20	09 08/24/200)9	No	Gross:	38,580.50
									Freight:	0.00
Invoice Department: 06-630 PW&P	,Planning	Check Sort Code:			Ba	ink Account:	Accounts Payable Cleari	ng S	tate Tax:	0.00
2482 Commerce Blvd.		Check Code:			Inv	voice Terms:	ч.	Cou	inty Tax:	0.00
2482 Commerce Blvd.		Manual Check: No						Local/C	City Tax:	0.00
Grand Junction, CO 81505		Check Number:						I	Discount:	0.00
									etainage:	\$0.00
								Net	Amount:	\$38,580.50
Detail: P.O. Number	C/D/F/T/ A/1099	Description				Quantity	U/M	Amount/Unit	Total A	Amount
	N/N/N/N/N/N	REFUND - DIA Disburs	sement #4 PFP-200	07-030		1.0000	EA	38,580.5000	38	,580.50
G/L Distribution:	G/L Account/Proj	ect						Expensed	Unencu	mbered
	207.2090 (Transp	ortation Capacity Fund.De	eposits Payable)					38,580.50		0.00
Total Invoice Items:	1 Invoic	e Amount Expensed:	\$38,580.50	I	nvoice Ar	nount Unenc	umbered: \$	0.00		
								Batch Total	invoices:	1
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								Batch Total	Freight:	\$0.00
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10/28/2003 REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. _____4____

To: _Crystal Brooke, LLC_____, for work at _Crystal Brooke Subdivision Filing 1_____, accomplished (Owner) (Project)

through the date of ____8/17/09 _____ by B&G Excavation & Concrete LLC ______ as follows or attach an itemized list. (Subcontractor)

CONTRACTOR'S Certification: __B&G Excavation & Concrete LLC ___(subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of __B&G Excavation & Concrete LLC _____(subcontractor) incurred in connection with the Work covered by this 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_	8/17/	, 20 09	(subcontractor)
			By:- Janue Bar
			Title: Manager

Per paragraph 2(a) of the disbursement agreement for Crystal Brooke Subdivision Filing 1(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 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 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 8/17/09,20

.

1

Name:_____ Bv:

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 _____, 20

CITY OF GRAND JUNCTION

By:______
Title: ______

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

Dated 8/17, 2009

Company: Crystal Brooke LLC By& Title: Hanno Manager

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit 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.

2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

	DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION												
DEVELO	PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(SCROW AGENCY: City of GJ		Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43		RECORDED: RECORDED: Book - Page -							
		1			GRADING &	LANDSCAPE							
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL					
	structio	on Cost Estimate	es By Category										
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52					
Disbursemen 26-May-09	rad			·····			\$17,084.90	\$17,084.90					
17-Jun-09	rad				\$14,230.25			\$14,230.25					
21-Jul-09	rad	\$32,346.00	·····		\$45,660.25		\$2,135.61	\$80,141.86					
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50					
						· · · · · · · · · · · · · · · · · · ·		\$0.00 \$0.00					
				······				\$0.00					
 								\$0.00					
Total Disbursed		405 0 10 00	* 22 005 00		<u> </u>			\$0.00					
Disbursed		\$35,646.00	\$22,805.00	\$0.00	\$72,366.00	\$0.00	\$19,220.51	\$150,037.51					
Remaining Disbursable Balance		\$0.00	\$2,500.00	\$88,380.40	\$11,065.00	\$51,986.00	\$2,135.61	\$156,067.01					

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$150,037.51, including all previous payments, to the Development completed on the Project.

Signature: NU

Date: 8-18-09

Name: Rick Dorris

4

Title: Development Engineer

DISBURSMENT REQUEST NO. 4

DATE: August 17, 2009 DEVELOPMENT NAME: Crystal Brooke Subdivision Filing 1 LOCATION: 2919 B 1/2 Road, Grand Junction, CO PRINTED NAME OF PERSON PREPARING: Fredrick L. Larsen, Vista Engineering Corp

House .	have Description	EXHIBIT E													-
ltem	Item Description	Unit	Quantity	Unit Price		Extended Price	Prevo Quantity	usly	Amount	Quantity	ueste	Amount	Quantity	emainin I	g Amount
				FILCE		FILE	Quantity	L	Anount	Quantity	1	Anoun	Quantity		Filliouni
Α.	SANITARY SEWER	-T	T	1				I			I		······		
			+	1		······							· · · · · · · · · ·		
1	8 " PVC Sanitary Sewer Main	LF	570	\$ 23	.00 \$	13,110.00	570	\$	13,110.00	0	· · · -		0	\$	
2	"PVC Sanitary Sewer Main	LF			\$			1-			<u>+</u>		·		
3	" PVC Sanitary Sewer Main	LF		1	\$						<u> </u>		****		
4	Sewer services	LF/EA	108	\$ 17	.00 \$		108	\$	1,836.00	0	<u>†</u>		0	\$	-
5	Sanitary Sewer Manhole	EA		\$ 3,300				\$	13,200.00		\$	3,300.00	0	\$	-
6	Sanitary Sewer Drop Manhole	EA		1	\$			<u> </u>			<u> </u>				
7	Connection to Existing Manhole	EA	1	\$ 2,200	.00 \$	2.200.00	1	\$	2,200.00	0			0	\$	-
8	Concrete Encasement	LF	20		.00 \$		20		2,000.00	0			0	\$	
9			1		\$										
10				1	\$	-					1				
			1	1											
	Subtotal Part A Sanitary Sew	/er			:	35,646.00		\$	32,346.00		\$	3,300.00		\$	
В.	DOMESTIC WATER		ļ							····· • ····· • • •			·		
1	8" PVC Water Main	LF	495	\$ 25	.00 \$	12,375.00		\$		395	¢	9,875.00	100	\$	2,500.00
2	" PVC Water Main	LF	<u> </u>	¥ _ 20	5		·······			000	.			· · · ·	
3	"PVC Water Main	LF	<u> </u>		\$					····			· · · · · · · · · · · · · · · · · · ·		
4	8" Gatevalve	EA	3	\$ 1,500				\$		3	\$	4,500.00		\$	
5	Thrust Blocks	EA	<u> </u>	<u> </u>	5		°	.			÷	4,000.00	······································	·	
6	" Gatevalve	EA	<u> </u>	<u> </u>	Ťŝ										
7	Water Services	EA	3	\$ 150	.00 \$		0	\$		3	\$	450.00	0	\$	
8	Connect to Existing Water Line	EA			00 \$			\$			\$	750.00		\$	-
9	Fire Hydrant with Valve	EA	1		00 \$		0				\$	4,500.00		\$	-
10	Utility Adjustments	EA			\$										
11	Blowoff	EA			\$	•									
12	Testing	Hour			\$	- 1									
13	8" Tee with thrust block	EA													
14	Copper Water Service pipeline	LF	182	e 45	00 \$	0 700 00		*		182		2,730.00		\$	
-14		+ <u> </u>	102	a 15	\$	2,730.00		\$		182	3	2,730.00	· U	▶	
	Subtotal Part B - Domestic W	1	<u> </u>	ļ	_	05.005.00		^	·			00.005.00		\$	2 500 00
	Subtotal Part B - Domestic W	Vater	<u> </u>		\$	25,305.00		\$			\$	22,805.00		\$	2,500.00
C1	STREETS		<u> </u>												
					- 1								· · · · · · · · · · · · · · · · · · ·		······································
1	8" PVC Utility/Irrigation sleeves	LF	100	\$6	00 \$	600.00	0	\$	-	0			100	\$	600.00
2	" PVC Utility/Irrigation sleeves	LF			\$	-									
	Reconditioning (Subgrade Prep)	SY	1772	\$ 1	20 \$	2,126.40	0	\$	-	0			1772	\$	2,126.40
	Aggregate Base Course (Class 3)	TN			\$	-									
_	Aggregate Base Course (Class 6) (16"					-1									
5	Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18	00 \$	12,438.00	0	\$		0	_		691	\$	12,438.00
	Aggregate Base Course (Class 6) ("									_					
	Compacted Thickness)	SY			\$	-								ļ	
	Hot Bituminous Paving, Grading GR-S														
7	(3" thick) Concrete Paving (Interior Roadways)	TN SF		\$ 3	00 \$		0						11496		34,488.00

	ltern	Item Description	Unit	Quantity	Unit		Extended	Prevo	ously Paid		Reg	uested	Rei	naining
o bit Bluminos Periors Protocy 07 Tho: no s				additing										Amount
9 9 10 <td></td> <td>Hot Bituminous Paving, Patching (3" Thick</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td>		Hot Bituminous Paving, Patching (3" Thick							1					
10. Concrete Control Water yrold U ST S	9	B 1/2 Rd Taper)	TN	140	\$ 9	5.00 l	\$ 13.300.00	0	s		0		140	\$ 13,300.0
11 Concrete (out) — Wood by _ "high) 12 </td <td>10</td> <td>Geotextile</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td>	10	Geotextile							1					
12 Decrete (up and Geter (2' Wag) 1	11	Concrete Curb (" Wide by" High)												
13 Concrete Cut, and Cutter (15 wide) 15 5 16 S 16 S 17 14 Month, C., Wide) 17 665 \$ 123000 0 \$ 0 668 \$ 12 15 G.S. Weish 17 665 \$ 5 5 16 Garcells Sciencells (User and Stewarks) 17 17 100.0 5 0 6 5 12 16 Garcells Sciencells Contrage Pan (5' Weight Thoog) SY S 5 1 12 5 1 12	12	Concrete Curb and Gutter (2' wide)		1	1				1				1	
Monomic Venced Cub Cub S	13	Concrete Curb and Gutter (1.5' wide)		1	1									
Dree Core Curb, Cutter, and Storwak A 65 5 10.0 655 5 10.0 5 0 655 5 10.0 5 0 655 5 10.0 5 0 655 5 10.0 5 0 655 5 10.0 5 0 655 5 10.0 5 0 655 5 10.0 5 0 650 0 10.0 5 0 10.0 5 0 10.0 5 0 10.0 5 0 10.0 5 0		Monolithc, Vertical Curb, Gutter and		1					İ					
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16 Concrete Source (* Wede) LF International state International		Drive Over Curb, Gutter, and Sidewalk		1					1					
16 Concrete Science (, Wade) LF S Image Part (Second L) S S Image Part (Second L) S S Image Part (Second L) Image Part (15	(6.5' Wide)	LF	685	S 1	3.00	\$ 12,330.00	0	5	-	0		685	\$ 12,330.0
17. Tický SY 6 -	16	Concrete Sidewalk (Wide)							1					
17. Tický SY 6 -		Concrete Gutter and Driveway Section ("		1										
18 Concrete Drainage Pan (8 Wide, 8'Thick) SF S </td <td>17</td> <td>Thick)</td> <td>SY</td> <td></td> <td></td> <td></td> <td>\$ -</td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td>	17	Thick)	SY				\$ -		1					
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20 Concrete Curb Ramps and Pans SF 803 \$ 6.00 \$ 0 \$ 0 803 \$ 4.81600 0 \$ 0 803 \$ 4.81600 0 \$ 0 803 \$ 4.81600 0 \$ 0 803 \$ 0 803 \$ 0 803 \$ 0 0 803 \$ 0 0 803 \$ 0 0 803 \$ 0 0 803 \$ 0 <td>19</td> <td>Concrete Corner Fillet</td> <td></td>	19	Concrete Corner Fillet												
21 Complete Concrete Comer SY S<	20	Concrete Curb Ramps and Pans		803	s			0	\$		0		803	\$ 4,818.0
22 All Weather Access Path (OMSD) SF S				1				······	·*					······································
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			TON											
	8 S	Site Grading	AC											

ltem	Item Description	Unit	Quantity		nit	Extended	Prevo	usly Paid	Re	quested		maining
				Pi	rice	Price	Quantity	Amount	Quantity	Amount	Quantity	Amount
9	Dry Utility Trenching and Backfill	LF				\$-						
10							[
						· · · · · · · ·		ļ				
D2	REMOVALS AND RESETTING											
02	REMOVALS AND RESETTING		- · · · · · · · · ·	+			.					
1	Removal of Asphalt	SY	201	\$	2.00	¢ 700.00	<u> </u>	<u> </u>	391	\$ 782.00	0	¢
2	Removal of Miscellaneous Concrete	SY		•	2.00	\$ 782.00 \$ -		\$ -	391	\$ 782.00		<u> </u>
3	Remove Curb and Gutter	LF		+		<u> </u>	<u>+</u>					
4	Removal of Culverts	LF	1			\$ -		· · · · · · · · · · · · · · · · · · ·				
	Remove Structures	EA		1		\$ -						
	Remove Signs	EA				\$ -						
	Remove Fence	LF				\$ -						
	Adjust Manhole	EA		ļ		\$						
	Adjust Valvebox	EA				\$ -						
10	Relocate or Adjust Utilities	LS				\$						
	· · · · · · · · · · · · · · · · · · ·		+	+							<u> </u>	
D3	EROSION CONTROL, SEEDING, A	ND SOU	DETENT						+			
00	ERODION CONTROL, SEEDING, A	ND SOIL F	TENT						· · · · · · · · · · · · · · · · · · ·			
1	Sod	SY	+	+		\$ -						
	Seeding (Native)	SY or AC	· · · · · · · · · · · · · · · · · · ·	1		\$	 					
							<u> </u>					
	Seeding (Bluegrass/Lawn)	SY or AC	· · · · · · · · · · · · · · · · · · ·	ļ		<u>\$</u>				ļ		
	Hydraulic Seed and Mulching Soil Retention Blanket	SY or AC SF	6200	+	1.50	\$ - \$ 9,300.00	<u> </u>				6200	\$ 9,300.0
	Silt Fence	LF	0200	>	1.50	\$	0	\$	0		6200	a 9,300.0
	Straw Waddles	LF				<u>s</u>		· · · · ·				
	Temporary Berms	LF				<u>s</u> -			+			
	Inlet Protection	EA	1			\$ -						
	Sediment Trap/Basin	ËA				\$ -						
	Monthly Maintenance/Inspection	Month				\$ -						
	Watering (Dust Control)	AC	2.3	\$ 1,	750.00		1.15	\$ 2,012.50	0.57	\$ 997.50	0.58	\$ 1,015.0
	Temporary Irrigation Storm Water Management					<u>\$</u>				750.00		\$ 750.0
15	Storm Water Management	LS		\$ 3,	000.00	\$ 3,000.00	0.5	\$ 1,500.00	0.25	\$ 750.00	0.25	\$\$/5U.U
			· · · · · · · · · · · ·		+							
			t	· · · · · ·						· · · · · · · · · · · · · · · · · · ·		
D4	STORM DRAINAGE FACILITIES		+····-			· · · · · · · · · · · · · · · · · · ·			<u>+</u>			
			<u> </u>		·····	··-			+	······		
	Finish Grading (incl. Channels, Swales, and								1			
	Ponds)	CY				\$-						
	15" RCP Storm Drain Pipe	LF	226	\$	30.00	\$ 6,780.00	67.8	\$ 2,034.00	158.2	\$ 4,746.00	0	\$ -
	12" SDR-35 Storm Drain Pipe	LF		\$	21.00							
	10" PVC Storm Drain Pipe	LF	976	\$	20.00		976	\$ 19,520.00	0		0	\$ <u>-</u>
5	15" ADS Storm Drain Pipe	LF				\$ -					~ · · · · · · · · · · · · · · · · · · ·	
7	"Storm Drain Pipe	LF				\$		· <u>·</u> ···				
8	" Flared End Section	EA	····			<u>\$</u>			+			
<u> </u>		_			f	·····						
	48" Storm Drain Manhole	EA			500.00		4				0	
		EA	1	\$ 5,	100.00		1	\$ 5,100.00	0		0	\$
10 (60" Storm Drain Manhole						1		1			
10	72" Storm Drain Manhole	EA				<u>\$</u>			1			
10 (11) 12	72" Storm Drain Manhole Manhole with Box Base	EA EA				\$ -		6 0.000.00	-			¢
10 11 12 13	72" Storm Drain Manhole Manhole with Box Base Connection to Existing MH	EA EA EA			00.00	\$	1				0	
10 0 11 1 12 1 13 0 14 1	72" Storm Drain Manhole Manhole with Box Base Connection to Existing MH Single Curb Opening Storm Drain Inlet	EA EA EA EA	1	\$ 2,	000.00 500.00	\$ \$ 2,000.00 \$ 2,500.00	1			\$ 2,500.00	0	
10 0 11 1 12 1 13 0 14 1 15 1	72" Storm Drain Manhole Manhole with Box Base Connection to Existing MH	EA EA EA	1	\$ 2,5 \$ 4	00.00	\$		\$	1			\$

Vista Engineering Corporation 605 28 1:4 Road Suite B Grand Junction, CO 81506

City of Grand Junction

ltern	Item Description	Unit	Quantity			Extende	d l	Prevo	usly	Paid		uested		emaini	
				Prie	e	Price		Quantity		Amount	Quantity	Amount	Quantity		Amount
18	Rip-Rap D ₅₀ ="	CY				\$	-								
19	Sidewalk Trough Drain	EA				\$	- 1								
20	Pump Systems including Electrical	LS				\$	-							ļ	
												A 40.475		-	44 005 00
	Subtotal Part D - Grading and	l Drainag	e			\$ 83,4	31.00		\$	59,890.50		\$ 12,475	.50	\$	11,065.00
E1	IRRIGATION														
			1												
	Connect to Existing Pipe	LS			00.00		1,000.00	0		-	0			\$	1,000.00
2	6" CL-160 Irrigation Pipe	LF	1190				4,280.00	0		-	0		1190		14,280.00
3	4" CL-160 Irrigation Pipe	LF	1553	\$			8,636.00	0	\$	-	0		1553	\$	18,636.00
4	Fittings and Valves	LS	L	1		\$									
5	Services	EA	26	\$ 1			3,120.00	0	\$	-	0		26	\$	3,120.00
6	Pump System and Concrete Vault	LS	1 ·			\$	-							ļ	
7	Irrigation Structure	EA	L			\$	-								
8	Vacuum Relief and/or Air Release Valve	EA	I	L		\$	-							<u> </u>	
	6" Gate Valve	EA			00.00		1,000.00	0		-	0			\$	1,000.00
	4" Gate Valve	EA			00.00		1,800.00	0		~	0			\$	1,800.00
	Irrigation Drain	EA			00.00		1,800.00	0		-	0			\$	1,800.00
12	Irrigation Injection Port	EA	1	\$ 3	50.00	\$	350.00	0	\$		0		1	\$	350.00
			l	L										ļ	
2	LANDSCAPING													L	
	Design/Architecture	LS				\$	-								
	Earthwork	CY		ļ		\$									
	Hardscape Features	LS				\$								-	6,000.00
	Plant Material & Planting	LS					5,000.00	0		-	0			\$ \$	2,500.00
	Irrigation System	LS	1	\$ 2,5			2,500.00	0	\$	-	0			\$	2,500.00
	Curbing	LF				\$									
	Retaining Walls & Structures 1 Year Maintenance Agrmnt.	LS				\$	-								
	Topsoil	LS	1	\$ 1,5			,500.00								
9	Topson			ļ		<u>\$</u>									
						<u>\$</u>									
c	Subtotal Part E - Landscaping		nation						\$			\$		\$	50,486.00
<u> </u>	Subtotal Part E - Landscaping	anu irrig	yation			\$ 51,9	86.00		P			Ф	•	\$	50,480.00
	Subtotal Construction Costs					\$ 284,7	48.40		\$	92,236.50		\$ 38,580	.50	\$	152,431.40
						······ / .									
F.	Miscellaneous Items							1							
1	Construction staking/surveying	%	0.01	\$ 284,7	48.40	\$ 2	847.48	100%	\$	2,847.48	0%	\$	- 0%		-
2	Developer's inspection cost	%		\$ 284,7			,847.48	100%		2,847.48	0%	\$	- 0%		-
3	General construction supervsn	%		\$ 284,7			847.48	100%	\$	2,847.48	0%	\$	- 0%		
	Quality control testing	%		\$ 284,7			694.97	100%		5,694.97	0%	\$	- 0%	\$	-
	Construction traffic control	%		\$ 284,7			,847.48	75%	\$	2,135.61	0%		- 25%		711.87
6	City inspection fees	%	0.005	\$ 284,7	48.40	\$ 1	,423.74	0%		-	0%	\$	- 100%		1,423.74
7	As-builts	%		\$ 284,7			,847.48	100%		2,847.48	0%		- 0%	\$	-
	Subtotal Part F - Miscellaneou	is Items			1	\$ 21.3	56.13		\$	19,220.52		\$.		\$	2,135.61
	entage of total site construction costs				+				.*						······
G.	COST SUMMARY				Ì		F								
-	Total Improvement Costs					¢ 200 44	A = 2 +		¢ ,	111 457 02		¢ 20 500	50	\$	154,567.01
					1	\$ 306,10				111,457.02		\$ 38,580.		7	
	City Security (20%)					\$ 61,22	20 01 1	1	\$	22,291.40		\$ 7,716.	10	\$	30,913.40

City of Grand Junction

Item	Item Description	Unit	Quantity	Unit		Extended	Prevo	usly Paid	Req	uested	Re	maining
		[Price		Price	Quantity	Amount	Quantity	Amount	Quantity	Amount
		1			1							
1		J			1			· · ·· —	····			
		1										
	Total Guarantee Amount				\$	367,325.44	0	\$-		\$ 115,741.50		\$ 185,480.42

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Vendor/Remittan	ice Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes		Amount
Batch Departmen	nt: 06-630 PW&P,P	lanning	Batch Date: 09/16/2009	Batch Number: 20	09-000028	36	Batch Description: Leslie			
5056 - Crystal Bro	oke LLC	DIA Disburse #5	DIA Disbursement #5 PFP-	-2007-030 09/16/200	9 09/16/2	009 09/16/200	09	No	Gross:	7,948.5
									Freight:	0.0
Invoice Departme	ent: 06-630 PW&P,	Planning	Check Sort Code:		В	ank Account:	Accounts Payable Clearing	;	State Tax:	0.0
2482 Commerce B	llvd.		Check Code:		Ir	voice Terms:			County Tax:	0.0
2482 Commerce B	lvd.		Manual Check: No					Lo	ocal/City Tax:	0.0
Grand Junction, Co	O 81505		Check Number:						Discount:	0.0
									Retainage:	\$0.0
									Net Amount:	\$7,948.5
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M A	mount/(Unit Total	Amount
		N/N/Ŋ/N/N/N	REFUND - DIA Disbursen	tent #5 PFP-2007-030		1.0000	EA	7,948.5	100	7,948.51
	G/L Distribution:	G/L Account/Proje	ect					Expen	used Unenc	umbered
		207.2090 (Transp	ortation Capacity Fund.Depo	sits Payable)				7,948	3.51	0.00
Total Invoice Items	s: 1	l Invoic	e Amount Expensed:	\$7,948.51	Invoice A	mount Unenc	sumbered: \$0.0	00		

8073.1

				PMENT IMPROVE	•			
li l	OPER:	Crystal Brooke- PFF Crystal Brooke, LL(City of GJ		Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43		RECORDED: RECORDED: Book -	
		,			· · ·		Page -	
DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
		on Cost Estimate						
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen								<i>•</i>
26-May-09	rad						\$17,084.90	\$17,084.90
17-Jun-09	rad				\$14,230.25			\$14,230.25
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.86
18-Aug-09 15-Sep-09	rad	\$3,300.00	\$22,805.00	<u> </u>	\$12,475.50	· · · · ·	¢1.007.91	\$38,580.50 \$7,948.51
10-0ep-09	rad		\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$0.00
	1				•			\$0.00
				· · · · · · · · · · · · · · · · · · ·	*			\$0.00
			····	• • • • • • • • • • • • • • • • • • •	· · · · · · · · · · · · · · · · · · ·			\$0.00
								\$0.00
Total								
Disbursed		\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$0.00	\$20,288.32	\$157,986.02
Remaining			· · · · · · · · · · · · · · · · · · ·					
Disbursable Balance		\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$51,986.00	\$1,067.80	\$148,118.50

The City of Grand Junction, community Development Department hereby authorizes the Escrow Agency to release up to \$157,986.02, including all previous payments, to the Developer for work completed on the Project.

Signature: en

Rick Dorris Name:

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Date: Title: Development Engineer · · •

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City of Grand Junction

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13 Cc M4 14 Sit Dr 15 (6. Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	Item Description Concrete Curb and Gutter (2' wide) Concrete Curb and Gutter (1.5' wide) Concrete Curb and Curb, Gutter and Curb, Gutter and Curb, Gutter, and Sidewalk S.5' Wide) Concrete Sidewalk (' Wide) Concrete Sutter and Driveway Section (" mick)	Unit LF LF LF	Quantity	Unit Price	\$	Extended Price	Prevo Quantity	usly Paid Amount	Quantity	Amount	Quantity	maining Amount
13 Cc M4 14 Sit Dr 15 (6. Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	oncrete Curb and Gutter (1.5' wide) Ionclithc, Vertical Curb, Gutter and Idewalk (' Wide) rive Over Curb, Gutter, and Sidewalk 5.5' Wide) oncrete Sidewalk (' Wide) oncrete Gutter and Driveway Section ('	LF LF		Frice	\$		Quantity	Amount	Quantity	Anodit	quartery	
13 Cc M4 14 Sit Dr 15 (6. Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	oncrete Curb and Gutter (1.5' wide) Ionclithc, Vertical Curb, Gutter and Idewalk (' Wide) rive Over Curb, Gutter, and Sidewalk 5.5' Wide) oncrete Sidewalk (' Wide) oncrete Gutter and Driveway Section ('	LF LF	· ·	·	3							
Ma 14 Six 15 (6. 16 Cc 17 Th 18 Cc 19 Ca 20 Ca 21 Co	Ionolithc, Vertical Curb, Gutter and Idewalk (' Wide) rive Over Curb, Gutter, and Sidewalk 5.5 Wide) oncrete Sidewalk (_' Wide) oncrete Gutter and Driveway Section (LF	•		S							
15 (6. 16 Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	rive Over Curb, Gutter, and Sidewalk 5.5' Wide) oncrete Sidewalk (' Wide) oncrete Gutter and Driveway Section ('	1			1			<u> </u>				
15 (6. 16 Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	5.5' Wide) oncrete Sidewalk (' Wide) oncrete Gutter and Driveway Section (''	1 F	1		5	-						
16 Cc 17 Th 18 Cc 19 Co 20 Co 21 Co	oncrete Sidewalk (' Wide) oncrete Gutter and Driveway Section ("	1 1 5	1									
Cc 17 Th 18 Cc 19 Cc 20 Cc 21 Cc	oncrete Gutter and Driveway Section (685	\$ 18.00		12,330.00	0	\$		0	685	\$ 12,330.00
17 Th 18 Co 19 Co 20 Co 21 Co	hick)	LF	l	·	\$	-						
18 Co 19 Co 20 Co 21 Co												
19 Co 20 Co 21 Co		SY			\$							
19 Co 20 Co 21 Co	oncrete Drainage Pan (6' Wide,8" Thick)	SF			s							
20 Co 21 Co	oncrete Corner Fillet	SF			1s		· ·	ļ				
21 Co	oncrete Curb Ramps and Pans	SF	803	\$ 6.00		4,818.00		\$		<u></u>	803	\$ 4,818.00
	omplete Concrete Corner	SY	000	\$ 0.00	15	4,010.00	0		·	<u> </u>		
22 j/Ni	Weather Access Path (OMSD)	SF			1 s			<u></u>				
23 Dri	riveway/Concrete Repair	SY	· · · · · · · · · · · · · · · · · · ·		İs							
	etaining Walls	LF			1s			f				
	reet Signs	EA	2	\$ 250.00		500.00	0	\$		0	2	\$ 500.00
	riping (New, Remove/Replace)	LF			\$							
	reet Lights	ĒA	2	\$ 1,000.00		2,000.00	0	\$.		0	2	\$ 2,000.00
	uncated Domes	SF			\$							
29 Flo	owable Fill	CY			\$	-						
30 Sie	eeves, ", PVC	ίF			\$							
31 Ra	aise Manhole to Grade	EA			s							
32 Ad	ljust Water Valves	EA		····	15							
33 Blu	ue Top	SY			s					+	t	
	It and Patch	SF			ŝ					1		
	nd of the Road Markers	EA	6	\$ 880.00	\$	5,280.00	0	\$ -		0	6	\$ 5,280.00
	affic Control	LS			\$	-						
37 Ma	all Box	EA	1	\$ 500.00	\$	500.00	0	\$ -		0	1	\$ 500.00
											· · · · · ·	
C2	BRIDGES											
					\$	-						
	ox Culvert Pre-Cast	LS			5							
	IX Culvert Cast-in-Place	LS			\$		·				<u>↓ </u>	
	rapet Wall	LS LS			\$		·				ļ	
	illing (handrail, guardrail)	LS			\$ \$							
					5						···	
					\$					+	1	
S	ubtotal Part C - Streets and I	Bridge			S	88,380.40		\$ -		\$ 3,943.20		\$ 84,437.20
		Diluges		··· ·· ·· ·		00,000.40		*		\$ 3,343.20		• •••,•••
										+		
D1 EA	ARTHWORK				1						r 1	
						_ _				+	<u> </u>	
1 Mot	bilization	LS		\$ 5,000.00		5,000.00		\$ 5,000.0	<u></u>	0	0	\$ -
	aring and Grubbing	LS		\$ 5,000.00		5,000.00	1	\$ 5,000.		0	0	
	classified Excavation	CY	1200			1,284.00	1200				0	
	classified Embankment	CY	2000			2,440.00	2000			<u></u>		
5 Clea	aring and Grubbing	AC		÷ 1.42	\$	2,440.00	2000	<u> </u>	~	ř 	[*] †	<u>.</u>
6 Top	p soil strip and replace	CY			ŝ					1	i	
7 imp	thor	TON			\$				-			
	e Grading	AC			\$							
	Utility Trenching and Backfill	LF			\$. 1						
10												
											└	
D2 DC											<u>↓</u>	
D2 RE	MOVALS AND RESETTING											
1 Ren	moval of Asphalt	SY	391	\$ 2.00	\$	782.00	391	\$ 782.0	0		0	\$ -

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City of Grand Junction

Item Description	Unit	Quantity	Unit	1	Extended	Prevou	usiv	Paid		quest	ed	Re	main	ing
L			Price	1	Price	Quantity	T	Amount	Quantity	1	Amount	Quantity		Amount
6" CL-160 Irrigation Pipe	LF	1190	\$ 12.00	S	14,280.00	0	ŝ	-	0			1190	\$	14,280.00
4" CL-160 Irrigation Pipe	LF	1553			18,636.00		s	-	0			1553	\$	18,636.00
Fittings and Valves	LS		· · · ·	S	-		F-							
Services	EA	26	\$ 120.00		3,120.00	0	\$	-	0			26	\$	3,120.00
Pump System and Concrete Vault	LS			Ś	-		1÷							
Irrigation Structure	EA			\$	_									
Vacuum Relief and/or Air Release Valve	EA			\$			1							
6" Gate Valve	EA	1	\$ 1,000.00	\$	1,000.00	0	\$		0	<u> </u>		1	\$	1,000.00
4" Gate Valve	EA	2	\$ 900.00		1,800.00		\$		0			2	\$	1,800.00
Irrigation Drain	EA	3	\$ 600.00	\$	1.800.00		5		0			3	\$	1,800.00
Irrigation Injection Port	EA	1	\$ 350.00	\$	350.00	0	\$	-	0			1	\$	350.00
LANDSCAPING				1										
Design/Architecture	LS													
Earthwork	CY CY			\$			h							
Hardscape Features	LS			\$			 			<u> </u>				
Plant Material & Planting	LS		0.000.00	\$	-		<u> </u>						-	6,000.00
Irrigation System			\$ 6,000.00		6,000.00	0		·	0				\$	2,500.00
Curbing	LS LF	1	\$ 2,500.00		2,500.00	0	\$		0				\$	2,500.00
Retaining Walls & Structures				\$			L							
1 Year Maintenance Agrmnt.	LS			\$	-		L							
Topsoil	LS	1	\$ 1,500.00		1,500.00									
				\$										
				\$ \$										
Subtotal Part E - Landscaping	and Irrig	ation		\$	51,986.00		\$		i.	\$	-		\$	50,486.00
Subtotal Construction Costs				\$	284,748.40		\$	130,817.00		\$	6,880.70		\$	145,550.70
Miscellaneous Items														
Construction staking/surveying	%	0.01	\$ 284,748,40		2.847.48	100%	•	2.847.48	0%	é		0%	•	<u> </u>
Developer's inspection cost	%		\$ 284,748.40		2,847.48	100%		2,847.48	0%			0%	\$	
General construction supervsn	%		\$ 284,748.40		2,847.48	100%		2,847.48	0%			0%	ŝ	-
Quality control testing	%		\$ 284,748.40		5.694.97	100%		5,694.97	0%					
Construction traffic control	%		\$ 284,748.40		2,847.48		\$	2,135.61	25%		711.87			
City inspection fees	%		\$ 284,748.40		1,423,74		\$	2,133.01	25%		355.94			1,067.81
As-builts	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			\$	2,847.48		\$	2,847.48	<u></u> 0%			0%		1,007:01
Subtotal Part F - Miscellaneou		0.01	\$ 204,740.40	\$ \$	21,356.13	100%	<u> </u>	19,220.52		\$	1,067.81		\$	1,067.81
entage of total site construction costs	is items			-	21,550.15		<u> </u>	13,220.32		Ψ	1,007.01	· _ · · · · · · · · · · · · · · · · · ·	Ψ	1,001.01
					F									
COST SUMMARY		1												
Total Improvement Costs				¢	200 404 52			150 027 52		•	7 049 54		\$	146,618.51
	1	1			306,104.53			150,037.52		\$	7,948.51		<u> </u>	
City Security (20%)				\$.	61,220.91		\$	30,007.50		\$	1,589.70		\$	29,323.70
Tetal Cuerentes Aurorat														
Total Guarantee Amount				\$	367,325.44	0	\$	-		\$	21,709.91	1	\$	175, 9 42.21

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REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 6

To: Crystal Brooke, LLC, for work at _Crystal Brooke Subdivision Filing 1 accomplished (owner) (Project)

through the date of 10/19/09 by, B&G Excavation & Concrete LLC, as follows or attach an itemized list. (Subcontractor)

CONTRACTOR'S Certification: B&G Excavation & Concrete LLC (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of B&G Excavation & Concrete LLC (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 6 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	101.26	, 20 <u>09</u>	(subcontractor)	
			By:- Cauno Ba	
			Title: <u>Manasev</u>	-

Per paragraph 2(a) of the disbursement agreement for Crystal Brooke Subdivision Filing 1(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 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 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.

Name: By

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

Title:

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

Dated 10 2009, 2009

Company:	Crystal	Brookel	
	•	Same	B

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit 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.

2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

		9997 - 997 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 999 - 99		PMENT IMPROVE RSEMENT LOG AN				
	OPER:	Crystal Brooke- PFF Crystal Brooke, LL(City of GJ	P-2007-030	Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43		RECORDED: A RECORDED: Book Page	
	1				GRADING &	LANDSCAPE	م <u>رت میز معنود م</u> نو ا	<u> </u>
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL
Original Con	structio	on Cost Estimate	es By Category			· · · · · · · ·		
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen		r				<i>r</i>		
26-May-09	rad				\$14,000,05		\$17,084.90	\$17,084.90
17-Jun-09	rad	<u> </u>			\$14,230.25			\$14,230.25
21-Jul-09 18-Aug-09	rad rad	\$32,346.00 \$3,300.00	\$22,805.00		\$45,660.25 \$12,475.50		\$2,135.61	\$80,141.86
15-Sep-09	rad	\$3,300.00	\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$38,580.50 \$7,948.51
10-Nov-09	rad			ψ0;0+0.20	φ+07.30	\$21,146.00	\$1,007.01	\$21,146.00
10 1107 00	144					φ <u>_1,1+0.00</u>		\$0.00
· · · · · · · · · · · · · · · · · · ·							·	\$0.00
								\$0.00
								\$0.00
Total								
Disbursed		\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$21,146.00	\$20,288.32	\$179,132.02
					·····			
Remaining Disbursable								
Balance		\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$30,840.00	\$1,067.80	\$126,972.50

The City of Grand Junction, Community Development Department hereby authorizes, the Escrow Agency to release up to \$179,132.02, including all previous payments, to the Developer for work completed on the Project.

Signature:

Name: Rick Dorris

and Constant The Constant The Constant of the

Date:

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Title: Development Engineer

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REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 7

To: Crystal Brooke, LLC, for work at _Crystal Brooke Subdivision Filing 1 accomplished (owner) (Project)

through the date of 12/22/09 by, B&G Excavation & Concrete LLC, as follows or attach an itemized list. (Subcontractor)

CONTRACTOR'S Certification: B&G Excavation & Concrete LLC (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of B&G Excavation & Concrete LLC (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 7 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 12-22, 20 09 Big Excusation Concrete (1((subcontractor)) By:- paullence bale Title: President

Per paragraph 2(a) of the disbursement agreement for Crystal Brooke Subdivision Filing 1(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 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 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 12/23/09,20_

Name: Vista Engineerity By: /

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 / Z - ZZ , 2009

CITY OF GRAND JUNCTION ablan DEVEL. ENGR. Title:

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

Dated 12 - 22 ,20 09

Company: Crystal BrookellC By & Title: Faurun Ba

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit 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.

2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns,

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION								a. , na s úr, s
PROJECT: Crystal Brooke- PFP-2007-03 DEVELOPER: Crystal Brooke, LL(ESCROW AGENCY: City of GJ		9- 2007-030	Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43	DIA RECORDED:			
DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
		on Cost Estimate						
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	rad				¢14.020.05		\$17,084.90	\$17,084.90
17-Jun-09 21-Jul-09	rad rad	\$32,346.00			\$14,230.25 \$45,660.25		\$2,135.61	\$14,230.25 \$80,141.86
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50
15-Sep-09 10-Nov-09	rad rad		\$2,500.00	\$3,943.20	\$437.50	\$21,146.00	\$1,067.81	\$7,948.51 \$21,146.00
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.81 \$0.00 \$0.00
							···	\$0.00
Total Disbursed	····	\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$41,026.00	\$21,356.13	\$200,079.83
Remaining Disbursable Balance		\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$10,960.00	(\$0.01)	\$106,024.69

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$200,079.83, including all previous payments, to the Developerator work completed on the Project.

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Signature: **Rick Dorris** • • • • • Name: ____

Date: 12-22

Title: Development Engineer

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				Invoice	G/L		Confirming			
Vendor/Remittar	nce Address	Number	Description	Date	Date	Due Date	EFT G/L Date	Notes		Amounts
5056 - Crystal Bro	ooke LLC	DIA Disburse #7	DIA Disbursement #7/PFP-2007-030	12/22/2009	0 12/22/20	09 12/29/2009		No	Gross:	20,947.81
									Freight:	0.00
Invoice Departm	ent: 06-630 PW&P,	Planning	Check Sort Code:		Ba	ank Account: A	ccounts Payable Clearing	g S	State Tax:	0.00
2482 Commerce E	Blvd.		Check Code:		Invoice Terms:			County Tax:		0.00
2482 Commerce E	Blvd.		Manual Check: No					Local/	City Tax:	0.00
Grand Junction, C	O 81505		Check Number:]	Discount:	0.00
								R	etainage:	0.00
								Net	Amount:	\$20,947.81
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M	Amount/Unit	Total Amour	nt
	·	N/N/N/N/N/N	REFUND - DIA Disbursement #7/PFF	-2007-030		1.0000	EA	20,947.8100	20,947.8	1
	G/L Distribution: G/L Account/Project		ect					Expensed	Unencumbere	d
		207.2090 (Transp	ortation Capacity Fund.Deposits Payable	e)				20,947.81	0.0	0
Total Invoice Item	s:	l Invoic	e Amount Expensed: \$20,947.81	L I	Invoice A	mount Unencu	nbered: \$0.	00		

Grand lunction < < LUBADU

PUBLIC WORKS & PLANNT

Date: 4/28/10

Sear Gres

ORIGINAL

City of Grand Junction Attn: <u>Crea Moberca</u>, Proje Public Works & Planning Department , Project Manage: 250 N. 5th Street Grand Junction, CO 81501

Development improvements Agreement Extension Re: Extension of Completion Date for the DIA Project file #: PFP. 2007-030, Name of project: Cryptal Brooke LLC

) SS

BROOKE SUBDIVISION - FILME NO. 1 CRYSTAL

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 Aquil 30, 2010. Additional time is needed to complete required improvements. It is requested that the Completion Date be extended for an additional _____ days/months/yea(circle the appropriate period) to Atrue 30, 2011

(date). 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/disburser signature is required if the security is cash.)

Developer: matel Brooke Print Name

nature

STATE OF COLORADO COUNTY OF MESA

Acknowledged before me and subscribe for <u>CREAL BROK SUBDIVUE</u> on this t	d in my presence by LAWRENCE MARKE MANAGER
	2/3 <u>Hegory Heph</u> Notary Public of security for the DIA:
Company/Bank By Commission Expires 01/16/2013	
Print Name	Signature
Title	Date
	$\mathcal{O}(\mathcal{O})$

City of Grand Junction - Public Works & Planning

Project Manager

BRIAN RUSCHE, SEMON PLANNER

Development Engineer

p.2

				Invoice	G/L		Confirming			
Vendor/Remittan	ce Address	Number	Description	Date	Date	Due Date	EFT G/L Date	Notes		Amounts
Batch Departmen	t: 06-600 PW&P,P	W&P Admin	Batch Date: 03/10/2011	Batch Number: 201	1-0000067	1	Batch Description: SUEM	3/10/2011 No	52	
5716 - Beckner, La	агту	Crystal Brooke	Partial Release of Cash Secu	rity 03/10/2011	03/10/20	11 03/10/20	11	No	Gross:	5,000.00
									Freight:	0.00
Invoice Departme	ent: 06-600 PW&P,1	PW&P Admin	Check Sort Code:		Ba	nk Account:	Accounts Payable Clearing	St	ate Tax:	0.00
225 N 5th Street, S	Ste 850		Check Code:		Inv	oice Terms:		Cou	nty Tax:	0.00
225 N 5th Street, S	Ste 850		Manual Check: No					Local/C	ity Tax:	0.00
Grand Junction, C	O 81501		Check Number:					D	iscount:	0.00
								Re	tainage:	0.00
								Net A	Amount:	\$5,000.00
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M A	.mount/Unit	Tctal Amount	-
		N/N/N/N/N/N	CONTRACT SERVICES -	Partial Release of Cash		1.0000	EA	5,000.0000	5,000.00	
	G/L Distribution:	G/L Account/Proj	ect					Expensed	Unencumbered	
		207.2090 (Transp	ortation Capacity Fund.Depos	its Payable)				5,000.00	0.00	
Total Invoice Item	s:	l Invoic	e Amount Expensed:	\$5,000.00	Invoice Ar	nount Unenc	cumbered: \$0.0	00		

Batch Total Invoices:	1
Batch Total Gross:	\$5,000.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$5,000.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$5,000.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00
Grand Total Net:	\$5,000.00

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Tim Moore - Partial release of cash security for Crystal Brooke Subdivision

From:Shelly DackonishTo:Sonya Evans; Tim MooreDate:3/10/2011 11:19 AMSubject:Partial release of cash security for Crystal Brooke SubdivisionCC:Leslie Ankrum

Re: Crystal Brooke Subdivision, Public Works and Planning File # PFP-2007-030

The City is holding \$61,220.91 in security for the Crystal Brooke Subdivision development. We need to release \$5000.00 of that \$61,220.91 security in order to allow the Developer to pay a subcontractor. Please have a check cut for \$5000.00 made payable to Larry Beckner, who is the Developer's attorney.

The Developer has also submitted alternate security in the form of a Deed of Trust on real property. I am in the process of reviewing the documentation and once it has been accepted the City will be releasing the remaining cash security back to the Developer in exchange for the real property security.

Thank you,

OFFICE OF THE CITY ATTORNEY Shelly S. Dackonish, Senior Staff Attorney

City of Grand Junction, Colorado 250 N. 5th St. Grand Junction, CO 81501 (970) 244-1503

This electronic mail transmission is from Shelly S. Dackonish, Senior Staff Attorney, City Attorney's Office for the City of Grand Junction, Colorado. The information contained in this message may be privileged and/or confidential and/or protected by the attorney-client privilege or the attorney work product doctrine. The privileges are not waived by virtue of this message being sent to you in error. If the person receiving this message or any other reader of the message is not the intended recipient, please note that disclosure, copying, distribution or any other use of this message or the information contained in this message is strictly prohibited. If you have received this message in error, please immediately return it via email and then delete the message immediately.

				PMENT IMPROVEI RSEMENT LOG AN				
8	OPER:	Crystal Brooke- PFP-2007-030 Crystal Brooke, LL(City of GJ		Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43	DIA RECORDED:		
	Ī				GRADING &	LANDSCAPE		
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL
		on Cost Estimate		.				
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	ts				······			
26-May-09	rad		·				\$17,084.90	\$17,084.90
17-Jun-09	rad				\$14,230.25			\$14,230.25
21-Jul-09	rad	\$32,346.00			\$45,660.25	·····	\$2,135.61	\$80,141.86
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50
15-Sep-09	rad		\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$7,948.51
10-Nov-09	rad					\$21,146.00		\$21,146.00
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.81
	_							\$0.00
j	<u> </u>							\$0.00
	<u> </u>							\$0.00
Total Disbursed		\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$41,026.00	\$21,356.13	\$200,079.83
Remaining		<u> </u>	<u></u>	T				
Disbursable								
Balance	<u></u>	\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$10,960.00	(\$0.01)	\$106,024.69
20% Security Disbursemen	-	sit Balance						\$61,220.91
	tm	<u>ر </u>	I			····	\$5,000.00	\$56,220.91
	1	1					40,000.00	400,EE0.01

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$200,079.83, including all previous payments, to the Developer for work completed on the Project.

Signature:

Date:

Name: Rick Dorris

Title: Development Engineer

Check made out to Attorney Larry Beckner per request by Tim Moore/Shelly Dackonish

				Invoice	G/L		Confirming			
Vendor/Remittan	ce Address	Number	Description	Date	Date	Due Date	EFT G/L Date	Notes		Amounts
5716 - Beckner, La	arry		PFP-200	0/2011	1 03/30/20	011 03/30/2011		No	Gross:	56,1 8 9.91
			FFF- COD						Freight:	0.00
Invoice Departme	ent: 06-630 PW&P,	Planning	Check Sort Code:		Ba	ank Account: A	Accounts Payable Clearing	S	tate Tax:	0.00
225 N 5th Street, S	Ste 850		Check Code:		In	voice Terms:		Cou	nty Tax:	0.00
225 N 5th Street, S	Ste 850		Manual Check: No					Local/C	City Tax:	0.00
Grand Junction, C	O 81501		Check Number:					Ľ	Discount:	0.00
								Re	tainage:	0.00
								Net .	Amount:	\$56,189.91
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M A	mount/Unit	Total Amou	nt
		N/N/N/N/N/N	REFUND - Crystal Brooke DIA/Refu of warranty deposit	ind remainder	-	1.0000	EA S	56,189.9100	56,189.9	21
	G/L Distribution:	G/L Account/Proj	ect	-				Expensed	Unencumbere	d
		207.2090 (Transp	ortation Capacity Fund.Deposits Payab	le)				56,189.91	0.0	10
Total Invoice Item	IS:	l Invoic	e Amount Expensed: \$56,189.9)1	Invoice A	mount Unencu	mbered: \$0.0	00		

Vendor/Remittan	aa Addraas	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes		A A A A A A A A A A A A A A A
	2569 - Mesa County Clerk & Recorder 2011Mar		Recording Fee/Crystal Brooke DIA warranty security/PFP-2007-030			11 03/30/201		No	Gross:	Amounts 31.00
									Freight:	0.00
Invoice Departme	ent: 06-630 PW&P,F	Planning	Check Sort Code:		Ba	nk Account:	Accounts Payable Clearin	g S	tate Tax:	0.00
PO Box 20000			Check Code: lgal		Invoice Terms:			Cou	nty Tax:	0.00
PO Box 20000			Manual Check: No					Local/C	City Tax:	0.00
Grand Junction, C	O 81501		Check Number:					I	Discount:	0.00
								R	etainage:	0.00
							,	Net	Amount:	\$31.00
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M	Amount/Unit	Total Amount	
		N/N/N/N/N/N	RECORDING FEES - Recording Fee Brooke DIA warranty security/PFP-2	-		1.0000	EA	31.0000	31.00	
	G/L Distribution:	G/L Account/Proj	ect					Expensed	Unencumbered	
		207.2090 (Transp	ortation Capacity Fund.Deposits Payab	le)				31.00	0.00	
Total Invoice Item	s: 1	Ι Ιπνοία	e Amount Expensed: \$31.6	00	Invoice Ar	nount Unencu	umbered: \$0	.00		

Development Improvements Guarantee Recap Sheet

Check One:	Cash Deposit Letter of Credit (LOC) X Cash Refund LOC Release							
·····								
Date	March 30, 2011							
Project File No.	PFP-2007-030							
Project Name	Crystal Brooke Subdivision							
Project Location	2919 B 1/2 Road							
Purpose of DIA	Filing 1 Improvements/Warranty Security							
Payee Name	Eric Lederer/FBO Alice Lederer (Crystal Brooke, LLC): Make refund checks payable to Larry Beckner and recording fee check to Mesa County Clerk & Recorder							
Payee Mailing Address	120 Ponderosa Drive							
Payee City, State Zip Code	Ridgway, CO 81432							
Payee Telephone No.								
DIA Completion Date:	April 30, 2011							
Project Planner	Brian Rusche							
Project Engineer	Rick Dorris							

	A	CCOU	INTING	INFORM	ATION				
	CAS	Н		LETTER OF CREDIT					
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE		
DEPOSIT	\$61,220.91	04/03/09	Check #1036	LOC Amount					
Refund	\$5,000.00	03/10/11							
Refund	\$ 56,189.91	03/30/11				<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			
Recording Fee	\$ 31.00	03/30/11							
BALANCE	\$0.00			BALANCE	\$0.00				

DIA Cash Fund/Account No.

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207-2090

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION								
PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(ESCROW AGENCY: City of GJ		-2007-030	Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43	DIA NO DIA	April 8, 2009 4834 851		
		1 1			GRADING &	LANDSCAPE		
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL
		on Cost Estimate						
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	ts							
26-May-09	rad						\$17,084.90	\$17,084.90
17-Jun-09	rad				\$14,230.25			\$14,230.25
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.86
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50
15-Sep-09	rad		\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$7,948.51
10-Nov-09	rad					\$21,146.00		\$21,146.00
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.81
								\$0.00
								\$0.00
Total								\$0.00
Disbursed		\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$41,026.00	\$21,356.13	\$200,079.83
Remaining		1						
Disbursable								
Balance	-	\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$10,960.00	(\$0.01)	\$106,024.69
20% Security Disbursement	-	it Balance			······································		·····	\$61,220.91
	tm	1	· · · · · · · · · · · · · · · · · · ·	-			\$5,000.00	\$56,220.91
and the second second second second second second second second second second second second second second second	sd	1					\$56,189.91	\$31.00
The second second second second second second second second second second second second second second second s	sd	Check payable to M	esa County Clerk &	Recorder to record new warrant	y security		\$31.00	\$0.00

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$200,079.83, including all previous payments, to the Developer for work completed on the Project.

Signature:

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g. (d.t.d. g.

Name: Rick Dorris

Date: _____

Title: Development Engineer

Checks payable to Attorney Larry Beckner per request by Tim Moore/Shelly Dackonish

Leslie Ankrum - Re: Crystal Brooke Subdivision DIA PFP-2007-030

From:	Shelly Dackonish				
To:	Leslie Ankrum				
Date:	3/29/2011 4:41 PM				
Subject:	Re: Crystal Brooke Subdivision DIA PFP-2007-030				
CC:	Brian Rusche; Greg Moberg; John Shaver; Rick Dorris; Tim Moore				

Leslie,

In the interest of expediency, I think it is appropriate to deduct the recording fees from the security amount and to issue a check for the balance. Since we have been dealing with Mr. Beckner, the developer's attorney, let's make the check payable to him.

Shelly

>>> Leslie Ankrum 3/28/2011 12:26 PM >>> Shelly,

I received the Deed of Trust for the above referenced DIA security through interoffice mail from Belinda. The fee to record the document will be \$31.00. Before issuing the remainder of the 20% cash security the City is holding for this DIA, I think we should subtract the recording fee and issue Mr. Lederer a check in the amount of \$56,189.91. If Mr. Lederer would prefer, he may write a check to **Mesa County Clerk and Recorder for \$31.00** and we will issue him the full amount of the security, \$56,220.91.

I'll wait to hear from you tomorrow before I record the document.

Thank you,

Leslie Ankrum City of Grand Junction Public Works & Planning Senior Administrative Assistant (970) 244-1438 phone (970) 256-4031 fax

STERLING STYLES

PAGE 02/02

RECEPTION#: 205183, 04/01/2011 at 09:12:13 AM, 1 OF 5 PAGES, Total Fees: \$31.00 MICHELLE NAUER, OURAY COUNTY, CO. CLERK & RECORDER

OWNERSHIP STATEMENT - TRUST

Contractor Revocable Trust, U.D.T. ("Trust") is the sole owner of the following real property: Lot 137, Fairway Pines Estates P.U.D., Filing No. 1, located in the County of Ouray, State of Colorado.

Deed(s) evidencing the owner's interest in the property is attached. All documents conveying some interest in the property to someone else by the owner are also attached.

I, Rustom N. Contractor, am the Trustee for the Trust. 1 have the legal authority to bind the Trust regarding financial obligations and for conveyance and/or encumbrance of this property. See the attached Statement of Authority of the Trust most recently recorded in Book_____ Page _____ of the _____ County Clerk and Recorder's records.

_ My legal authority to bind the Trust concerning this property is unlimited.

_ My legal authority to bind the Trust concerning this property is limited in the following manner:

Other Trustees with the authority to bind the Trust are: (names, addresses)

STA CONTRACTOR, 2695 SHANY REDGE LA FAMINE BAL (A 91765

On bohalf of the Trust, I attest and aver that I have the necessary and requisite authority and am duly authorized to pledge this property for the use and benefit of the Development Improvements Agreement and Maintenance Guarantee for City-required improvements to/in the Crystal Brooke development, City of Grand Junction, CO.

I have no personal knowledge of any possible boundary conflict or mechanics liens affecting the property

I personally understand that I have a continuing duty to inform the City Attorney of the City of Grand Junction of any changes regarding my authority to bind the Trust and ownership and/or other interests in the land and that failure to provide such information may result in a default in the Development Improvements Agreement and/or the Maintenance Guarantee.

I sygar under penalty of perjury that the foregoing are true.

Rustom N. Contractor

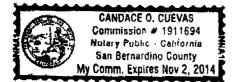
State of CALIFORNIA

County of SAN REPORTEDING

:ss

Sworn to before me and subscribed in my presence by Rustom N. Contractor on this the 23rd day of <u>NARCH</u> 2011.

Witness my hand and seal. My Commission expires on Housenbac, 2, 2014



Notary Public

DEED OF TRUST

THIS DEED OF TRUST is entered into this 3/ day of December, 2010 between Contractor Revocable Trust, U.D.T. hereinafter referred to as the Grantor, a trust duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is c/o Eric Lederer, 120 Ponderosa Drive, Ridgway, 81432, County of Ouray, State of Colorado and the Public Trustee of the County of Ouray, State of Colorado,

Witness that the Grantor, to secure the developer's obligations under that certain Development Improvements Agreement dated 4/20/09 between Crystal Brooke, LLC and the City of Grand Junction and to secure the developer's obligations under that certain Maintenance Guarantee for Crystal Brooke Subdivision, related to Grand Junction Public Works and Planning File # PFP-2007-030, hereinafter referred to as Agreements, in the principle sum of Sixty-One Thousand Two Hundred Twenty and 91/100 Dollars (S61.220.91), hereinafter referred to as the Secured Indebtedness, payable to the Beneficiary, the City of Grand Junction, whose address is 250 North 5th Street, Grand Junction, County of Mesa, State of Colorado, does hereby grant and convey unto said Public Trustee the following described property situate in the County of Ouray in the State of Colorado, to wit:

Lot 137, Fairway Pines Estates P.U.D., Filing No. 1

referred to herein as "the Property" or "property."

TO HAVE AND TO HOLD the same, together with all appurtenances, in trust nevertheless, in case of default on the obligations in the Agreements, or any part thereof, or in the performance of any covenants hereinafter set forth, then the Beneficiary may demand the property be sold by filing a notice of election and demand for sale with the Public Trustee. The Public Trustee shall mail and publish a combined notice of sale and grantor's rights in compliance with Colorado law. Such legal notice is to be published as required by law in a newspaper in the county or counties where the property is located. A copy of the combined notice shall be mailed to all persons entitled to receive notice as required by law. It shall then be lawful for the Public Trustee to sell the property at auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of the sale the Trustee shall retain or pay first all fees, charges and costs and all moneys

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advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principle sum above referenced to the Beneficiary, rendering the overplus, if any, to the Grantor; and the Trustee shall execute and deliver to the purchaser a confirmation deed to the property no later than nine days after the date of sale, or if later, the expiration of all redemption periods and the receipt by the Trustee of all statuary fees and costs. The Beneficiary may purchase the property or any part thereof at such sale.

The Grantor covenants that at the time of the delivery of these presents, Grantor is seized of the property in fee simple, and that the property is free of encumbrances.

The Grantor also covenants that the Grantor will keep all buildings, whether now existing or hereafter constructed, insured with a company approved by the Beneficiary for fire and extended coverage in an amount equal to the Secured Indebtedness with loss payable to the Beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against the property and amounts due on prior encumbrances. If Grantor fails to pay insurance premiums, taxes and amounts due on prior encumbrances, the Beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in the case of foreclosure, the Grantor will pay attorney's fees of \$1,500.00 for in-house counsel, or the total reasonable attorney's fees charged to Beneficiary by contracted counsel.

Should the Beneficiary be made a party to any action affecting this deed of trust or the title to the property the Grantor agrees that all court costs and reasonable attorney's fees shall become additional indebtedness due hereunder; and the Grantor does hereby waive and release all claims in the property of a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without Beneficiary's prior written consent excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, of (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that such person will assume all obligations contained in the Agreements secured hereby.

It is agreed that in the case of default of the Grantor on any of the obligations under the Agreements or a breach of any of the covenants herein, then the Secured Indebtedness may at the option of the Beneficiary become due and payable at once, anything in the Agreements to the contrary notwithstanding, and possession of the property will thereupon be delivered to the Beneficiary, and on failure to deliver such possession the Beneficiary shall be entitled to a receiver for the property, who may be appointed by any court of competent jurisdiction.

Grantor will continuously maintain its existence as a Colorado trust as currently constituted.

Grantor shall furnish to the Beneficiary copies of all lease forms to be used to lease any portion of the Property. No such lease form shall be effective without the prior written consent of Beneficiary. Such approval shall not be unreasonably withheld.

All the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

GRANTOR:

Contractor Revocable Trust, U.D.T.,

and two

Trustee.

COUNTY OF ______)
STATE OF COLORADO)

A second statement of the s

The foregoing instrument was subscribed and sworn to before me this ____ day of

_____, 2010 by ______.

My commission expires:

Notary Public

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CALIFORNIA ALL-PURPOSE ACK	
State of California	
County of LUS Angeles	}
on March 2 2011 before me Leor	ne C. Rivo, Public Notar
personally appeared RUSTOM N	Here Insert Name and Title of the Officer CONTRACTUR Name(s) of Signer(s)
LEONIE C. RIVO Commission # 1918079 Notary Public - California Los Angeles County My Comm. Expires Dec 23, 2014	nay prove valuable to persons relying on the document
Description of Attached Document	
Title or Type of Document:	
Document Date: DEC 31, 2010	Number of Pages: THREE (3)
Signer(s) Other Than Named Above: - NONE	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>RUSTOM N</u> <u>WN</u> Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

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©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

City of Grand Junction Accounts Payable Edit Listing

		F	FP-2001-030	Invoice	G/L		Confirming			
Vendor/Remittan	ce Address	Number	Description	Date	Date	Due Date	EFT G/L Date	Notes		Amounts
3001 - Rochelle La	arson Trust	Reimb2011Apr27	Reimbursement/irrigation pipe repair/Crystal Brooke	04/20/2011	04/20/20	11 04/27/201	ſ	No	Gross:	1,250.00
									Freight:	0.00
Invoice Departme	ent: 06-630 PW&P,	Planning	Check Sort Code:		Ba	nik Account:	Accounts Payable Clearin	g S	tate Tax:	0.00
2919 B 1/2 Road			Check Code:		Inv	oice Terms:		Cou	inty Tax:	0.00
2919 B 1/2 Road			Manual Check: No					Local/	City Tax:	0.00
Grand Junction, C	O 81503		Check Number:					ſ	Discount:	0.00
								R	etainage:	0.00
								Net	Amount:	\$1,250.00
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	U/M	Amount/Unit	Total Amoun	l
		N/N/N/N/N/N	ALLOWANCES/REIMBURSEMEN Reimbursement/irrigation pipe repair/ Brooke			1.0000	EA	1,250.0000	1,250.00	•
	G/L Distribution:	G/L Account/Proje	x ct					Expensed	Unencumbered	!
		207.2090 (Transp	ortation Capacity Fund. Deposits Payabl	e)				1,250.00	0.00	-
Total Invoice Item	IS:	1 Invoic	e Amount Expensed: \$1,250.0	0	Invoice An	nount Unenc	umbered: \$0	.00		

				OPMENT IMPROVE				
			DISBU	NSEMENT LOG AN				
PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LLC ESCROW AGENCY: City of GJ			Crystal Brooke, LLC 20% City Security: \$61		\$306,104.52 \$61,220.91 \$367,325.43	DIA RECORDED:		
DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
	structio	on Cost Estimate						
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	ts							
26-May-09	rad						\$17,084.90	\$17,084.90
17-Jun-09	rad				\$14,230.25			\$14,230.25
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.86
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50
15-Sep-09	rad	ļ	\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$7,948.51
10-Nov-09	rad					\$21,146.00		\$21,146.00
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.81
And and the set of the	- Descentación etca 1 p. 700-10 - 1077	a heren deskala an a' ar anna dhacha dhachaan 17 Martin 18 Martin 18 Martin 19 Martin 19 Martin 19 Martin 19 Martin 19 Martin 19 Martin 19 Martin 19 Martin 1		A MARK IN THE REPORT			\$0.00	\$1,250.00
								\$0.00
Total	I							\$0.00
Disbursed		\$35,646.00	\$25,305.00	\$3,943.20	\$72,803.50	\$42,276.00	\$21,356.13	\$201,329.83
Remaining				l l		1		
Disbursabie Balance		\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$9,710.00	(\$0.01)	\$104,774.69
	-							
20% Security Disbursemen	<u>ts</u>	nt Balance						\$61,220.91
10-Mar-11	Im						\$5,000.00	\$56,220.91
30-Mar-11	sd	ļ					\$56,189.91	\$31.00
30-Mar-11	sd	Check payable to O	uray County Clerk &	Recorder to record new warran	ty security.		\$31.00	\$0.00
4.4								
1-Apr-11	sd	New warranty secur	ity secured with De	ed of Trust for a lot in Ouray Cou	nty.			\$61,220.91

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$201,329.83, including all previous payments, to the Developer for work completed on the Project.

Signature: Name: Rick Dorris

Date:

Title: Development Engineer

Checks payable to Attorney Larry Beckner per request by Tim Moore/Shelly Dackonish

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April 20, 2011

Rick Doris Development Engineer City of Grand Junction 250 N. 5th Street Grand Junction, CO. 81501

Re: 6ⁿ Irrigation Line Repair in Crystal Brooke Subdivision

Rick,

Attached please find a receipt from Beethree Services, LLC for repair to the above line. I contacted the gentleman that you referred me to, but he was unavailable, so I called Grand Junction Pipe for a referral but they told me to call landscapers. I went through the yellow pages and everyone was either two to three weeks out or did not do this type of repair. Painted Desert Landscaping wanted \$100.00 just for an estimate but still couldn't do the work for a few weeks. Aqua Terra West Landscapers referred me to the above contractor.

I told them I wanted the repair done as soon as possible and they came out Saturday AM to determine the needed parts and said they would come back to do the work. They didn't return until Sunday AM.

I watched them dig back to where the pipe jogs abutting Loma Linda in order to lift the line without breaking the pipe in order to cut the U off (they used a mini-excavator w/ chain to lift the pipe). I let them know it could have wanted until Monday, but they claimed they had other work lined up.

I blew a gasket when I saw the bill so they deducted \$250 for a senior discount. They completely took advantage of me and had I not paid the bill, the situation might have ended up in a lawsuit or lien, which I am not willing to get into. Then I got what for from my son for paying the bill. I can't win.

I am not trying to cheat anyone. If B&G had done a proper installation, this repair would have never been needed. All I wanted was water for my lawn and plants.

Thank you again for your intervention and putting up with my persistence. If you could put this reimbursement through right away, we would appreciate it.

ochelle

Rochelle Larson Living Trust 2919 B 1/2 Road Grand Junction, CO. 81503

Attachment

Kester Balse Cupt

Beethree Services, LLC (depair langation 1272 18 Road i Gust B3 - 0222 Fruita, CO 81521 Br a Joe (970) 985-3327 500 00 Total Date: 4 600.00 Tim loupment Load Miles: 250.00 repair Empty_Miles: Aupp 560.00 Comments: _____ 50.00 have 1500.00 00 Ar deccam 250. Istal \$1250

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From:	Brian Rusche
To:	John Shaver; Shelly Dackonish; Tim Moore
CC:	Greg Moberg; Leslie Ankrum; Lisa Cox; Mark Barslund; Rick Dorris
Date:	4/26/2011 7:53 AM
Subject:	Crystal Brooke DIA
Attachments:	Crystal_Brooke_certificate_of_purchase.pdf;
Crystal_Brooke	_DIÁ_extension_28Apr10.pdf

The completion date for the Crystal Brooke DIA was extended until April 30, 2011. A copy is attached.

There is a remaining balance for improvements of \$106,024.69 in the form of a disbursement agreement, with the City acting as the "bank". The required improvements have not been completed.

The required 20% security has been refunded to Larry Beckner, Esq. in exchange for a Deed of Trust to property in Ouray County, CO.

A portion of the Crystal Brooke property (Lots 1 and 2 in Block 2 and Lot A) was sold by the Public Trustee on April 6, 2011. The successful bidder was Sterling Styles Defined Benefit Pension Plan, whose legal address is 172 South Brent Circle, Walnut, CA 91789-3050. A copy of the Certificate of Purchase is attached.

I have not had any communication with the apparent new owner.

What is the next step that needs to be taken to enforce this Agreement ?

Brian Rusche Senior Planner City of Grand Junction Public Works and Planning (970) 256-4058

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RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 1 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

6_PAGE DOCUMENT

PUBLIC TRUSTEE'S CERTIFICATE OF PURCHASE PT# 2010-1356

I, the undersigned Public Trustee, certify that pursuant to the power and authority vested in me by law and by the Deed of Trust described as follows:

Original Grantor	CRYSTAL BROOK, LLC
Original Beneficiary	STERLING STYLES DEFINED BENEFIT PENSION PLAN
Correct Beneficiary	STERLING STYLES DEFINED BENEFTT PENSION PLAN
Date of Deed of Trust	4/1/2009
Recording Date of Deed of Trust	4/8/2009
Recorded in Mesa County	Reception No. 2483830 Book 4829 Page 836
Original Principal Amount	\$200,000.00
Outstanding Balance	\$200,000.00

AND, upon notice of election and demand being filed with me and recorded in Mesa County on:

11/12/2010, at Reception No. 2553036

Pursuant to §38-38-103, I first mailed a Combined Notice of Sale, Right to Cure, and Right to Redeem to the original grantor(s) of said Deed of Trust and to any persons required to be notified by C.R.S. §38-38-103, §38-38-104, §38-38-302, §38-38-303, and §38-38-305. I further published the Combined Notice of Sale, Right to Cure, and Right to Redeem in **The Daily Sentinel**, a newspaper of general circulation in said **Mesa** County, as prescribed by law.

AND, on April 6, 2011, at 10:00 a.m., the date and time to which said sale was duly continued, I exposed to public sale the property situated in Mesa County, State of Colorsdo, described as follows:

LOTS 1 AND 2 IN BLOCK 2 AND LOT A, ALL IN CRYSTAL BROOKE SUBDIVISION FILING NO. ONE.

Also known by street and number as:

2919 B 1/2 RD. GRAND JUNCTION, CO 81503

At said sale, STERLING STYLES DEFINED BENEFIT PENSION PLAN, Purchaser, whose legal address is, 172 SOUTH BRENT CIRCLE, WALNUT, CA 91789-3059, bid the sum \$261,909.44 for said property. Being the highest and best bid received therefor, the said property was struck off and sold to the said Purchaser. Unless a redemption is made, the said Purchaser or assignee of the Certificate of Purchase shall be entitled to a confirmation deed for said property at the end of all redemption periods allowed by law to all subsequent lienors, and other persons entitled to redeem.

The following documents are attached to and made a part of this Certificate of Purchase:

- I. Copy of the executed Order Authorizing Sale
- 1. Mailing List(s) submitted to the public trustee for this foreclosure.

Executed on April 6, 2011.

Paul N. Brown Public Trustee, Mesa County State of Colorado

By: Sharn Ever

Sharon Ener Chief Deputy Public Trustee

When Recorded Return to:

Mesa County Public Trustee 619 Main Street, Suite 170 Grand Junction, CO 81501



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RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 2 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

Valerie Robison District Court Judge DATE OF ORDER INDICATED ON ATTACHMENT
Δ COURT USE ONLY Δ Case No: 2010 CV 5174
LE

THIS MATTER was set for a hearing on December 1, 2010, and no response was filed on or before November 26, 2010. THEREFORE:

THE COURT FINDS:

1. Crystal Brook, LLC is the Grantor by Deed of Trust dated April 1, 2009, recorded April 8, 2009 in Book 4829, at Page 836, Reception No. 2483830, in the records of the County of Mesa, Colorado. Said Deed of Trust secured to Sterling Styles Defined Benefit Pension Plan the payment of a Promissory Note of even date for the principal sum of \$200,000.00 and conveyed to the Public Trustee of the County of Mesa, on the terms set forth in the Note and Deed of Trust, the following described real property situate in said County, to wit:

Lots 1 and 2 in Block 2 AND Lot A ALL IN CRYSTAL BROOKE SUBDIVISION FILING NO. ONE

2. All other matters stated in said Motion for Order Authorizing Sale are true; that the provisions of Rule 120 of the Rules of Civil Procedure have been fully complied with; that no response has been timely filed with this Court pursuant to said Rule; that venue is RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 3 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

proper; and that said Motion should be granted forthwith.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a sale of the above-described real property by the Public Trustee in the above said County in the State of Colorado, under a power of sale, pursuant to statute and to the provisions of that certain Deed of Trust described above, is hereby authorized by this Court; and

IT IS FURTHER ORDERED that a return of such sale be made to this Court for its approval.

DATED: 1 December 2010.

BY THE COURT:

JUDGE

(Public Trustee Sale No. _____)

RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 4 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

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Court:	CO Mesa County District Court 21st JD
Judge:	Valerie Robison
Current Date:	Dec 02, 2010
Case Number:	2010cv5174
Case Name:	STERLING STYLES DEFINED BENEFIT PENSION PLAN vs CRYSTAL BROOK, LLC

RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 5 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

SUPPLEMENTAL MAILING Public Trustee Sale No. 2010-1356

Crystal Brook, LLC c/o Lawrence Balerio, Manager 2482 Commerce Boulevard Grand Junction, Colorado 81505

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Crystal Brook, LLC c/o Lawrence Balerio, Manager 3131 B Road Grand Junction, Colorado 81503

Sterling Styles Defined Benefit Pension Plan c/o Larry B. Beckner P.O. Box 220 Grand Junction, Colorado 81502

James H. Toomer Kathy Toomer 3000 County Road 342 Silt, Colorado 81652

B & G Development, LLC 2482 Commerce Boulevard Grand Junction, Colorado 81505

Grand Junction Concrete Pipe Company P.O. Box 1849 Grand Junction, Colorado 81502

John P. Gormley Attorney at Law P.O. Box 1991 Grand Junction, Colorado 81502 D H Surveys, Inc. 118 Ouray Avenue Grand Junction, Colorado 81501

Alice C. Lederer c/o Eric Lederer 120 Ponderosa Drive Ridgway, Colorado 81432 RECEPTION #: 2568644, BK 5145 PG 192 04/08/2011 at 03:14:07 PM, 6 OF 6, R \$35.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

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APPENDIX "A"

Crystal Brook, LLC c/o Lawrence Balerio, Manager 2482 Commerce Boulevard Grand Junction, Colorado 81505

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Crystal Brook, LLC c/o Lawrence Balerio, Manager 3131 B Road Grand Junction, Colorado 81503

Sterling Styles Defined Benefit Pension Plan c/o Larry B. Beckner P.O. Box 220 Grand Junction, Colorado 81502

City of Grand Junction Accounts Payable Edit Listing

Vendor/Remittan	nce Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	I Confirming EFT G/L Date	Notes		Amounts
Batch Departmen	nt: 06-630 PW&P,F	lanning	Batch Date: 09/21/2011 Batch	Number: 2011-	00002552		Batch I	Description: Leslie			
5906 - DAG Custo	om Homes, LLC	2011-101	Locate man holes, clean and repair sewer lines at Crystal Brook PFP - 2007 - 030	09/16/2011 ()9/16/2011	09/21/201	09/16/2	011	Νο	Gross: Freight:	3,142.00 0.00
Invoice Departme	ent: 06-630 PW&P	Planning	Check Sort Code:		Ba	nk Account	: Accoun	ts Payable Clearing		tate Tax:	0.00
2511 North 12th S	Street	-	Check Code:			oice Terms				nty Tax:	0.00
2511 North 12th S	Street		Manual Check: No						Local/C	City Tax:	0.00
Grand Junction, C	O 81501		Check Number:						E	Discount:	0.00
									Re	etainage:	0.00
									Net	Amount:	\$3,142.00
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantity	y U/M		Amount/Unit	Total Amou	Int
		N/N/N/N/N/N	CONTRACT SERVICES - Locate r clean and repair sewer lines at Cryst			1.000) EA		3,142.0000	3,142.	00
	G/L Distribution:	G/L Account/Proj	ect						Expensed	Unencumber	red
		207.2090 (Transp	ortation Capacity Fund. Deposits Paya	able)					3,142.00	0.	00
Total Invoice Item	is: 1	Invoice	Amount Expensed: \$3,142.	00	Invoice	Amount Un	encumbe	red: \$C	.00		

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Sept. 14,2011 Inv# 201-101

Green Speed Construction dba for: DAG Custom Homes IIc 2511 N 12th St Grand Junction CO 81501 970 255 0455 office 866 411 6719 fax www.greenspeedhomes.com

Crystal brook sewer

This Bill includes:

- 1. Locating the man holes in crystal brook \$215.00
- 2. Jetting lines and cleaning \$1657.00
- 3. Compression and sealing \$1270.00

Total: 3142.00

Thanks for the opportunity **David Gross** Green Speed Construction 970-255-0455 www.greenspeedhomes.com greenspeedinc@gmail.com

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DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(ESCROW AGENCY: City of GJ				\$306,104.52 \$61,220.91 \$367,325.43	DIA NOT RECORDED: DIA RECORDED: Book Page -		April 8, 2009 4834 851	
DATE	ву	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
		on Cost Estimate	and the second second second second second second second second second second second second second second second					
9-Apr-09	rad	\$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	ts							
26-May-09	rad	T				T	\$17,084.90	\$17,084.9
17-Jun-09	rad	<u> </u>			\$14,230.25	t	<u> </u>	\$14,230.2
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.8
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.5
15-Sep-09	rad	<u></u>	\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$7,948.5
10-Nov-09	rad					\$21,146.00		\$21,146.0
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.8
27-Apr-11	rad	Check payable t	o Rochelle Larso	on Trust		\$1,250.00	\$0.00	\$1,250.0
21-Sep-11	rad	Check peyable to DAG Custom H		\$3,142.00				\$3,142.0
								\$0.0
Total Disbursed		\$35,646.00	\$25,305.00	\$7,085.20	\$72,803.50	\$42,276.00	\$21,356.13	\$204,471.8
RemainIng Disbursable Balance		\$0,00	\$0.00	\$81,295.20	\$10,627.50	\$9,710.00	(\$0.01)	\$101,632.69
				φ01,200.20	\$10,027.50	φ ο ,/10.00]	(40.01)	9101,032.08
20% Security Disbursemen		sit Balance					· · · · · · · · · · · · · · · · · · ·	\$61,220.9
	Itm	<u> </u>	T			T	\$5,000.00	\$56,220.91
and the second second second second second second second second second second second second second second secon	sd						\$56,189.91	\$31.00
30-Mar-11								

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$204,471.83, including all previous payments, to the Developer for work completed on the Project.

Signature:

Name: Rick Dorris

Date:_____

rris _____

Title: Development Engineer

Checks payable to Attorney Larry Beckner per request by Tim Moore/Shelly Dackonish

From:	Rick Dorris
То:	Leslie Ankrum
Date:	10/31/2011 11:48 AM
Subject:	Fwd: FW: crystal brook invoice
Attachments:	crystal brook sewer fix 2.doc

This email came from Eric with no explanation but I guess it is okay to pay now.

Thanks,

Rick Dorris Development Engineer City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501 voice 970-256-4034 fax 970-256-4031 email: rickdo@gicity.org

>>> On 10/31/2011 at 11:31 AM, in message <EC865901F36F4826A1F4AE3408657851@eric>, "Eric Lederer" oprvs=0285d3fd67=lederer@independence.net> wrote:

From:David Anthony G [mailto:greenspeedinc@gmail.com] Sent: Monday, October 31, 2011 9:48 AM To: Eric Lederer Subject: crystal brook invoice

Hey Eric, Tim said that you have to send this to rick dorris in order for us to get paid. Can you email this over to rick. His email is "Rick Dorris" <<u>rickdo@ci.grandjct.co.us</u>>, .

thanks

dave

Green Speed Construction dba for: DAG Custom Homes llc 2511 N 12th St Grand Junction CO 81501 970 255 0455 office 866 411 6719 fax www.greenspeedhomes.com • ·

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Crystal brook sewer 2

Invoice number 1032

Date: 8/31/2011

This Bill includes:

- 1. Manhole grouting
- 2. Manhole vacuum testing

Total: \$2,879.06

Thanks for the opportunity David Gross Green Speed Construction 970-255-0455 www.greenspeedhomes.com greenspeedinc@gmail.com

				PMENT IMPROVE RSEMENT LOG AN				
DEVELO	PROJECT: Crystal Brooke- PFP-2007-030 DEVELOPER: Crystal Brooke, LL(CROW AGENCY: City of GJ			Construction Costs: 20% City Security: Total DIA Amount:	\$306,104.52 \$61,220.91 \$367,325.43		RECORDED: A RECORDED: Book Page	April 8, 2009 4834 851
DATE	DV			OTDEETO	GRADING &	LANDSCAPE		
DATE	BY	SANITARY	WATER	STREETS	DRAINAGE	and IRRI.	MISC.	TOTAL
9-Apr-09	rad	on Cost Estimate \$35,646.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursemen	ts							
26-May-09	rad	1 1			······································		\$17,084.90	\$17,084.90
17-Jun-09	rad	tt			\$14,230.25		+++++++++++++++++++++++++++++++++++++++	\$14,230.25
21-Jul-09	rad	\$32,346.00			\$45,660.25		\$2,135.61	\$80,141.86
18-Aug-09	rad	\$3,300.00	\$22,805.00		\$12,475.50			\$38,580.50
15-Sep-09	rad	1	\$2,500.00	\$3,943.20	\$437.50		\$1,067.81	\$7,948.51
10-Nov-09	rad					\$21,146.00		\$21,146.00
22-Dec-09	rad					\$19,880.00	\$1,067.81	\$20,947.81
27-Apr-11	rad	Check payable to	o Rochelle Larsc	on Trust		\$1,250.00	\$0.00	\$1,250.00
21-Sep-11	rad	Check payable to DAG Custom H	T	\$3,142.00				\$3,142.00
2-Nov-11	rad	Check payable to DAG Custom H	Iomes, LLC per Tim Moore	\$2,879.06				\$2,879.06
Total	A	1						
Disbursed		\$35,646.00	\$25,305.00	\$9,964.26	\$72,803.50	\$42,276.00	\$21,356.13	\$207,350.89
Remaining Disbursable Balance		\$0.00	\$0.00	\$78,416.14	\$10,627.50	\$9,710.00	(\$0.01)	\$98 ,753.63
20% Security Disbursemen	•	sit Balance						\$61,220.91
	tm	Check payable to A	ttorney Larry Reckni	er per Tim Moore/Shelly Dacko	nish	[]	\$5,000.00	\$56,220.91
30-Mar-11	sd			er per Tim Moore/Shelly Dacko			\$56,189.91	\$31.00
30-Mar-11	sd	······································		Recorder to record new warra			\$31.00	\$0.00
		12.100k payable to 0				I		\$ 0.00
1-Apr-11	sd	Nowwarranty acoust	rity cooured with Do	ed of Trust for a lot in Ouray Co				\$61,220.91
	ou	ivew wananty secur	ny secured with Dee	su of Truscior a local Quidy Co	unty.			ψ01,220.01

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$207,350.89, including all previous payments, to the Developer for work completed on the Project.

Signature	:

Date:_____

Name: Rick Dorris

Title: Development Engineer

City of Grand Junction Accounts Payable Edit Listing

Vendor/Remittan	ce Address	Number	Description	Invoid Date	e G/L Date	Due Date	Received Date	l Confirming EFT G/L Date	Notes		Amount
5906 - DAG Custo	om Homes, LLC	1032	Creater Bitter / B. Bitter Mary antole - country/va		08/31/2011	11/02/201	1 10/31/2	011	No	Gross:	2,879.0
		1 P								Freight:	0.0
Invoice Departme	ent: 06-630 PW&P	Planning,	Check Sort Code:		Ba	ank Account	t: Accour	its Payable Clearing	g S	state Tax:	0.0
2511 North 12th St	treet		Check Code:		In	voice Terms			Co	unty Tax:	0.0
2511 North 12th St	treet		Manual Check: No						Local/	City Tax:	0.0
Grand Junction, CO	O 81501		Check Number:						1	Discount:	0.(
										etainage:	0.0
									Net	Amount:	\$2.879.0
Detail:	P.O. Number	C/D/F/T/ A/1099	Description			Quantit	y U/M		Amount/Unit	Total A	mount
		N/N/N/N/N/N	CONTRACT SERVICES 2007-030/Manhole grout			1.000	0 EA		2,879.0600	2.5	879.06
	G/L Distribution:	G/L Account/Proj	ect						Expensed	Unencur	nhered
		207.2090 (Transp	portation Capacity Fund.De	posits Payable)					2,879.06		0.00
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					Invoice	Amount Ur	iencunide	rcd:		Invoices:	
					Invoice	Amount Ur	iencunide	.rcd: ֆ	Batch Total		\$3,233,0
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City of Grand Junction Accounts Payable Edit Listing

Vendor/Remittan	nce Address	Number	Description		Date	G/L Date	Due Date	Date	ed Confirming EFT G/L Date	Notes		Amou
Batch Departme	nt: 06-630 PW&P,P	Planning	Batch Date: 04/11/2012	Batch N	umber: 2012	-00000972	1	Batch	Description: Leslie			
1250 - Ben Dowd	Excavating Inc	5825	Repair irrigation @ B 1/2 Road/Crystal Brooke/PFP	-2007-030	04/06/2012	04/06/2012	2 04/11/2012	2 04/09	/2012	No	Gross:	450
											Freight:	(
Invoice Departm	ent: 06-630 PW&P,	,Planning	Check Sort Code:			Ba	ank Account	: Accou	unts Payable Clearing	g S	tate Tax:	(
550 32 Road			Check Code:			In	voice Terms	:			inty Tax:	(
550 32 Road			Manual Check: No							Local/	City Tax:	(
Clifton, CO 81520)		Check Number:								Discount:	(
										R	etainage:	(
										Net	Amount:	\$450
Detail:	P.O. Number	C/D/F/T/ A/1099	Description				Quantity	y U/N	1	Amount/Unit	Total	Amount
		N/N/N/N/N/N	REFUND - Repair irrigati Road/Crystal Brooke/PFP				1.0000) EA		450.0000		450.00
	G/L Distribution:	G/L Account/Proj	ect				2.49			Expensed	Unencu	umbered
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Invoice Number:5825Invoice Date:4/6/12Page:1

CITY OF GRAND JCT 250 N 5TH STREET ATTN: RICK DORIS GRAND JCT, CO 81501

Voice: 970-434-8190 Fax: 970-434-2159

Federal Tax ID #: 84-1169207

Due Date 5/6/12

REPAIR IRRIGATION @ B 1/2 RD

REPAIR 6" IRRIGATION ON B 1/2 ROAD AS BID

Payment Terms

Net 30 Days

450.00

THANK YOU!

TOTAL INVOICE AMOUNT: \$ 450.00

2% MONTHLY FINANCE CHARGE WILL BE APPLIED TO PAST DUE ACCOUNTS

Leslie Ankrum - Crystal Brooke

From:Rick DorrisTo:Leslie AnkrumDate:4/9/2012 10:47 AMSubject:Crystal Brooke

Leslie,

I have a bill from Ben Dowd Excavating to fix another irrigation problem at Crystal Brooke. I'll bring it over and can you pay it.

Thanks,

Rick Dorris, PE, CFM Development Engineer City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501 voice 970-256-4034 fax 970-256-4031 email: rickdo@gjcity.org

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

DATEBYSANITARYWATERSTREETSGRAD DRAINOriginal Construction Cost Estimates By Category9-Apr-09rad\$35,646.00\$25,305.00\$88,380.40\$35,046.00Disbursements26-May-09rad11121-Jul-09rad\$32,346.00\$22,805.00\$33,943.2018-Aug-09rad\$2,500.00\$3,943.20\$33,00.00\$22,805.0015-Sep-09rad\$2,500.00\$33,943.20\$33,243.2022-Dec-09rad\$2,500.00\$33,142.00\$33,142.0022-Dec-09rad11121-Sep-11radCheck payable to Rochelle Larson Trust\$3,142.0021-Sep-11radCheck payable to Rochelle Larson \$3,142.00\$33,142.002-Nov-11radCheck payable to BAG Cuttom Homes, LLC per Tim More\$3,142.002-Nov-11radCheck payable to BAG Cuttom Homes, LLC per Tim More\$3,142.002-Nov-11rad\$35,646.00\$25,305.00\$9,964.2611-Apr-12rad\$35,646.00\$25,305.00\$9,964.26Disbursed\$35,646.00\$25,305.00\$9,964.26\$20%20% Security Deposit Balance\$0.00\$0.00\$778,416.14\$20%	LANDSCAPE and IRRI.		
9-Apr-09 rad \$35,646.00 \$25,305.00 \$88,380.40 \$35,000 Disbursements 26-May-09 rad		MISC.	TOTAL
9-Apr-09 rad \$35,646.00 \$25,305.00 \$88,380.40 \$35,000 Disbursements 26-May-09 rad			10
26-May-09 rad 17-Jun-09 rad 17-Jun-09 rad 17-Jun-09 rad \$32,346.00 19 21-Jul-09 rad \$\$32,346.00 \$22,805.00 19 18-Aug-09 rad \$\$3,300.00 \$\$22,805.00 19 15-Sep-09 rad \$\$2,500.00 \$\$3,943.20 10 10-Nov-09 rad \$\$2,500.00 \$\$3,943.20 10 22-Dec-09 rad \$\$2,500.00 \$\$3,943.20 10 22-Dec-09 rad \$\$2,500.00 \$\$3,943.20 10 27-Apr-11 rad Check payable to Rochelle Larson Trust 21 \$\$3,142.00 2-Nov-11 rad Check payable to Bac Custom Homes. LLC per Tim Moore \$\$3,142.00 \$\$3,142.00 2-Nov-11 rad Check payable to Bac Down Extending 10 10 10 11-Apr-12 rad Check payable to Bac Own Extending 10 10 10 Disbursed \$\$35,646.00 \$\$25,305.00 \$\$9,964.26 \$\$20% \$\$20% \$\$20,00 <td< td=""><td>\$51,986.00</td><td>\$21,356.12</td><td>\$306,104.52</td></td<>	\$51,986.00	\$21,356.12	\$306,104.52
26-May-09 rad 17-Jun-09 rad 17-Jun-09 rad 17-Jun-09 rad 17-Jun-09 rad 17-Jun-09 rad 18-Aug-09 rad \$32,346.00 19 18-Aug-09 rad \$\$3,300.00 \$\$22,805.00 19 10-Nov-09 10-Nov-09 rad 10-Nov-09 10-Nov-09 rad 10-Nov-09 10-Nov-09 rad 10-Nov-09 10-Nov-09 10-Nov-09 rad 10-Nov-09 10-Nov-09 rad 10-Nov-09 10-Nov-09 10-Nov-09 rad 10-Nov-09			
17-Jun-09 rad \$32,346.00 9 21-Jul-09 rad \$32,346.00 9 18-Aug-09 rad \$3,300.00 \$22,805.00 9 15-Sep-09 rad \$2,500.00 \$3,943.20 9 10-Nov-09 rad 9 9 9 9 9 9 22-Dec-09 rad 9	1	\$17.084.90	\$17,084.90
21-Jul-09 rad \$32,346.00 9 18-Aug-09 rad \$3,300.00 \$22,805.00 9 15-Sep-09 rad \$2,500.00 \$3,943.20 9 10-Nov-09 rad 22-Dec-09 rad 9 27-Apr-11 rad Check payable to Rochelle Larson Trust 10 27-Apr-11 rad Check payable to DAG Cutom Homes. LLC per Tim Moore \$3,142.00 2-Nov-11 rad Check payable to DAG Cutom Homes. LLC per Tim Moore \$2,879.06 11-Apr-12 rad Check payable to Ben Down Excenting 10 Total Check payable to Ben Down Excenting 10 10 Disbursed \$35,646.00 \$25,305.00 \$9,964.26 9 Remaining \$0.00 \$0.00 \$78,416.14 9 20% Security Deposit Balance \$0.00 \$0.00 \$78,416.14 9		φ17,004.80	\$14,230.25
18-Aug-09 rad \$3,300.00 \$22,805.00 \$3,943.20 15-Sep-09 rad \$2,500.00 \$3,943.20 10-Nov-09 rad \$22-Dec-09 rad 22-Dec-09 rad \$22-Dec-09 rad 21-Sep-11 rad Check payable to Rochelle Larson Trust 21-Sep-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$3,142.00 2-Nov-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$2,879.06 11-Apr-12 rad Check payable to Ben Down Excessing \$35,646.00 \$25,305.00 \$9,964.26 \$35,646.00 Remaining \$35,646.00 \$20,00 \$0.00 \$78,416.14 \$32,000 20% Security Deposit Balance \$0.00 \$0.00 \$78,416.14 \$32,000		\$2 135 61	\$80,141.86
15-Sep-09 rad \$2,500.00 \$3,943.20 10-Nov-09 rad		φ2,100.01	\$38,580.50
10-Nov-09 rad		\$1 067 81	\$7,948.51
22-Dec-09 rad	\$21,146,00	\$1,007.01	\$21,146.00
27-Apr-11 rad Check payable to Rochelle Larson Trust 21-Sep-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$3,142.00 2-Nov-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$2,879.06 11-Apr-12 rad Check payable to Ben Down Excessing Total Disbursed \$35,646.00 \$25,305.00 \$9,964.26 \$9 Remaining S35,646.00 \$0.00 \$78,416.14 \$9 20% Security Deposit Balance \$0.00 \$0.00 \$78,416.14 \$9		\$1,067,81	\$20,947.81
21-Sep-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$3,142.00 2-Nov-11 rad Check payable to DAG Custom Homes. LLC per Tim Moore \$2,879.06 11-Apr-12 rad Check payable to Ben Down Excepting Total Disbursed \$35,646.00 \$25,305.00 \$9,964.26 S Remaining			\$1,250.00
2-Nov-11 rad Check payable to DAG Cuttom Homes. LLC per Tim Moore \$2,879.06 11-Apr-12 rad Check payable to Ben Down Excessing Image: Check payable to Ben Down Excessing Total \$35,646.00 \$25,305.00 \$9,964.26 Security Deposit Balance Disbursed \$0.00 \$0.00 \$78,416.14 Security Deposit Balance	<u> </u>		\$3,142.00
11-Apr-12 rad Check payable to Ben Down Excessing Total S35,646.00 \$25,305.00 \$9,964.26 S9 Remaining S0.00 \$0.00 \$78,416.14 S9 20% Security Deposit Balance S0.00 \$0.00 \$78,416.14 S9			\$2,879.06
Total \$35,646.00 \$25,305.00 \$9,964.26 Remaining Disbursable Balance \$0.00 \$0.00 \$78,416.14 20% Security Deposit Balance Disbursements	\$450.00		\$450.00
Remaining \$0.00 \$0.00 \$78,416.14 20% Security Deposit Balance Disbursements			
Disbursable Balance \$0.00 \$0.00 \$78,416.14 \$ 20% Security Deposit Balance Disbursements	\$42,726.00	\$21,356.13	\$207,800.89
Disbursements	\$9,260.00	(\$0.01)	\$98,303.63
			\$61,220.91
		¢5 000 00	¢56 000 01
10-Mar-11 tm Check payable to Attomey Larry Beckner per Tim Moore/Shelly Dackonish 30-Mar-11 sd Check payable to Attomey Larry Beckner per Tim Moore/Shelly Dackonish		the second second second second second second second second second second second second second second second se	\$56,220.91 \$31.00
30-Mar-11 sd Check payable to Attorney Larry Beckner per Tim Moore/Shelly Dackonish 30-Mar-11 sd Check payable to Ouray County Clerk & Recorder to record new warranty security.			\$0.00
			\$19,880.00 \$1,067.81 \$1,250.00 \$0.00 \$450.00 \$42,726.00 \$21,356.13

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$207,800.89, including all previous payments, to the Developer for work completed on the Project.

Signature:

Date:

Rick Dorris Name:

Title: Development Engineer

2012

Other Deposits Payable - DIA

Fund 207 Account 2090

DATE	DIA #	DESCRIPTION	DEBITS	CREDITS	BALANCE
7/10/2007	FP-2006-218	The Brickyard at Wellington			\$12,941.76
3/6/2008	CUP-2006-242	Metro Motors Car Sales 2712 Hwy 50			\$24,138.32
4/8/2009	PFP-2007-030	Crystal Brooke Subdivision/Abstract & Title			\$98,753.63
12/22/2010	PR-2010-80	Home Depot/K-CO, LLC.			\$6,677.84
3/2/2011	SPR-2010-208	Carville's Auto Mart			\$8,796.00
10/5/2011	SS-2010-133	Three Pines Hill Subivision, Lot 1			\$1,604.00
		Ending DIA Balance as of 12/31/2011			\$152,911.55
		Ending Balance for 207-2090 Account 12/31/11:			\$152,911.55
		2012 DIA Activity			

1/6/2012 FP-2007-319	Red Rocks Valley Agreement to DIA		\$180,000.00	\$332,911.55
2/28/2012 FP-2007-319	Red Rocks Valley/Red Rocks Real Estate Partners	\$5,890.00		\$327,021.55
3/13/2012 CUP-2011-1281	McDonalds - 1212 North Avenue/King Ventures II, LLC		\$360.00	\$327,381.55
4/4/2012 FP-2007-319	Red Rocks Valley/Red Rocks Real Estate Partners	\$22,626.35		\$304,755.20
4/11/2012 PFP-2007-030	Crystal Brooke Subdivision/Ben Down Excavating, Inc.	\$450.00		\$304,305.20

2012

Other Deposits Payable - DIA

Fund 207 Account 2090

DATE DIA #	DESCRIPTION	DEBITS	CREDITS	BALANCE
7/10/2007 FP-2006-218	The Brickyard at Wellington			\$12,941.76
3/6/2008 CUP-2006-242	Metro Motors Car Sales 2712 Hwy 50			\$24,138.32
4/8/2009 PFP-2007-030	Crystal Brooke Subdivision/Abstract & Title			\$98,303.63
12/22/2010 PR-2010-80	Home Depot/K-CO, LLC.			\$6,677.84
3/2/2011 SPR-2010-208	Carville's Auto Mart			\$8,796.00
10/5/2011 SS-2010-133	Three Pines Hill Subivision, Lot 1			\$1,604.00
1/6/2012 FP-2007-319	Red Rocks Valley Agreement to DIA			\$151,483.65
3/13/2012 CUP-2011-128	1 McDonalds - 1212 North Avenue/King Ventures II, LLC			\$360.00
			01271-7	\$152,911.55
	Ending DIA Balance as of 12/31/2011			\$304,305.20

Current DIA Balance