

CRY09CBS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEVELOPMENT IMPROVEMENTS AGREEMENT
NAME OF CONTRACTOR:	CRYSTAL BROOKE, LLC
PROJECT/SUBDIVISION:	CRYSTAL BROOKE SUBDIVISION
ADDRESS:	2919 B ½ ROAD
TAX PARCEL NO:	2943-293-00-130, 2945-293-00-140 2943-293-00-142
FILE #:	PFP-2007-030
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are Crystal Brooke, LLC, ("Developer") and the **City of Grand Junction**, Colorado ("City").

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

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Public Works & Planning Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as Crystal Brooke Subdivision has been reviewed and approved under Planning file # PPF-2007-030 ("Development" or "the Development").

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

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

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

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector and attorney in directing, advising, correcting and enforcing by means other than litigation, this agreement and/or the approved development plan. Making

disbursements and calling/collecting Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys' / litigation fees.

3b. The scope of this project is such that the City may have to engage independent consultants(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$367,325.44 (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 LB. Letter of Credit (LOC) LB. Disbursement Agreement 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 \$61,220.91 (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."

7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned ("the Abandonment Period").

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

Commencement Date: April 20, 2009

Completion Date: April 30, 2010

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 \$306,105 (Line G1, Exhibit B, Total Improvement Costs).

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

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

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

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

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

13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;

13c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.

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

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

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

14. Measure of Damages: The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements.

For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

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

15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.

15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

16. Indemnification: The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.

16b. The Developer is not an agent, partner, joint venturer or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

20. **Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement(s), promise(s) or inducements(s) that is/are not contained in this Agreement shall be binding on the parties.

22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.

23. **Time:** For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.

24. **Severability:** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision. The

rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

25. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

25a. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property.

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

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

25d. When the City has issued its Acceptance regarding the Improvements, the City agrees to state the same in writing, with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

26. **Notice:** Any notice required or permitted by this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

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

Cc:

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)

have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;

(iii) provides written evidence to the City Attorney that the title to lands underlying the improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and

(iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City-approved plans and specifications.

By:

Lawrence Balerio 3/26/09

Developer Date

LAWRENCE BALERIO

Name (printed)

Corporate Attest:

Name Date

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

[Signature] 4.7.09
Public Works & Planning 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

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
A. 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 Sewer					\$ 35,646.00
B. DOMESTIC WATER					
1	8" PVC Water Main	LF	495	\$ 25.00	\$ 12,375.00
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	3	\$ 1,500.00	\$ 4,500.00
5	Thrust Blocks	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	EA	3	\$ 150.00	\$ 450.00
8	Connect to Existing Water Line	EA	1	\$ 750.00	\$ 750.00
9	Fire Hydrant with Valve	EA	1	\$ 4,500.00	\$ 4,500.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA			\$ -
12	Testing	Hour			\$ -
13	8" Tee with thrust block	EA			
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$ 2,730.00
					\$ -
Subtotal Part B - Domestic Water					\$ 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			\$ -
3	Reconditioning (Subgrade Prep)	SY	1772	\$ 1.20	\$ 2,126.40
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (16" Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$ 12,438.00
6	Aggregate Base Course (Class 6) (___" Compacted Thickness)	SY			\$ -
7	Hot Bituminous Paving, Grading GR-S (3" thick)	TN			\$ -
8	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	\$ 34,488.00
9	Hot Bituminous Paving, Patching (3" Thick B 1/2 Rd Taper)	TN	140	\$ 95.00	\$ 13,300.00
10	Geotextile	SY			\$ -
11	Concrete Curb (___" Wide by ___" High)	LF			\$ -
12	Concrete Curb and Gutter (2' wide)	LF			\$ -
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -
14	Monolithic, Vertical Curb, Gutter and Sidewalk (___' Wide)	LF			\$ -
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	685	\$ 18.00	\$ 12,330.00
16	Concrete Sidewalk (___' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (___" Thick)	SY			\$ -
18	Concrete Drainage Pan (6' Wide, 8" Thick)	SF			\$ -
19	Concrete Corner Fillet	SF			\$ -

Item #	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			\$ -
22	All Weather Access Path (OMSD)	SF			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
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			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, _____", _____ PVC	LF			\$ -
31	Raise Manhole to Grade	EA			\$ -
32	Adjust Water Valves	EA			\$ -
33	Blue Top	SY			\$ -
34	Cut and Patch	SF			\$ -
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			\$ -
					\$ -
					\$ -
	Subtotal Part C - Streets and Bridges				\$ 88,380.40

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D1 EARTHWORK					
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
3	Unclassified Excavation	CY	1200	\$ 1.07	\$ 1,284.00
4	Unclassified Embankment	CY	2000	\$ 1.22	\$ 2,440.00
5	Clearing and Grubbing	AC			\$ -
6	Top soil strip and replace	CY			\$ -
7	Import	TON			\$ -
8	Site Grading	AC			\$ -
9	Dry Utility Trenching and Backfill	LF			\$ -
10					
D2 REMOVALS AND RESETTING					
1	Removal of Asphalt	SY	391	\$ 2.00	\$ 782.00
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION					
1	Sod	SY			\$ -
2	Seeding (Native)	SY or AC			\$ -
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SF	6200	\$ 1.50	\$ 9,300.00
6	Silt Fence	LF			\$ -
7	Straw Waddles	LF			\$ -
8	Temporary Berms	LF			\$ -
9	Inlet Protection	EA			\$ -
10	Sediment Trap/Basin	EA			\$ -
11	Monthly Maintenance/Inspection	Month			\$ -
12	Watering (Dust Control)	AC	2.3	\$ 1,750.00	\$ 4,025.00
13	Temporary Irrigation				\$ -
14	Storm Water Management	LS	1	\$ 3,000.00	\$ 3,000.00
15					

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D4	STORM DRAINAGE FACILITIES				
1	Finish Grading (incl. Channels, Swales, and 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	\$ -
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 Drainage				\$ 83,431.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
E1	IRRIGATION				
1	Connect to Existing Pipe	LS	2	\$ 500.00	\$ 1,000.00
2	6" CL-160 Irrigation Pipe	LF	1190	\$ 12.00	\$ 14,280.00
3	4" CL-160 Irrigation Pipe	LF	1553	\$ 12.00	\$ 18,636.00
4	Fittings and Valves	LS			\$ -
5	Services	EA	26	\$ 120.00	\$ 3,120.00
6	Pump System and Concrete Vault	LS			\$ -
7	Irrigation Structure	EA			\$ -
8	Vacuum Relief and/or Air Release Valve	EA			\$ -
9	6" Gate Valve	EA	1	\$ 1,000.00	\$ 1,000.00
10	4" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00
11	Irrigation Drain	EA	3	\$ 600.00	\$ 1,800.00
12	Irrigation Injection Port	EA	1	\$ 350.00	\$ 350.00
E2	LANDSCAPING				
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Hardscape Features	LS			\$ -
4	Plant Material & Planting	LS	1	\$ 6,000.00	\$ 6,000.00
5	Irrigation System	LS	1	\$ 2,500.00	\$ 2,500.00
6	Curbing	LF			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$ 1,500.00
9	Topsoil				\$ -
					\$ -
					\$ -
c	Subtotal Part E - Landscaping and Irrigation				\$ 51,986.00
	Subtotal Construction Costs				\$ 284,748.40

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
F. Miscellaneous 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	%	0.01	\$ 284,748.40	\$ 2,847.48
4	Quality control testing	%	0.02	\$ 284,748.40	\$ 5,694.97
5	Construction traffic control	%	0.01	\$ 284,748.40	\$ 2,847.48
6	City inspection fees	%	0.005	\$ 284,748.40	\$ 1,423.74
7	As-builts	%	0.01	\$ 284,748.40	\$ 2,847.48
Subtotal Part F - Miscellaneous Items					\$ 21,356.13
% = Percentage of total site construction costs					
G. COST SUMMARY					
1 Total Improvement Costs					\$ 306,104.53
2 City Security (20%)					\$ 61,220.91
3 Total Guarantee Amount					\$ 367,325.44
<p>NOTES</p> <ol style="list-style-type: none"> All prices shall be for items complete in place and accepted. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction. Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere. All concrete items shall include Aggregate Base Course where required by the drawings. Fill in the pipe type for irrigation pipe and sleeves. Reconditioning shall be calculated to at least 6" outside of back of walk on both sides. Units can be changed if desired, simply annotate what is used. Additional lines or items may be added as needed. <p><i>James B...</i> 3/26/09 Signature of Developer Date (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)</p> <p>I have reviewed the estimated costs and time schedule shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exception to the above.</p> <p><i>Kurt Davis</i> 4-9-09 City Development Engineer Date</p> <p><i>[Signature]</i> 4-9-09 Community Development Date</p>					

Development Improvements Guarantee Recap Sheet

Check One:	<input checked="" type="checkbox"/> Cash Deposit	<input type="checkbox"/> Letter of Credit (LOC)
	<input type="checkbox"/> Cash Refund	<input type="checkbox"/> 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

ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$306,104.53	04/08/09	122471	LOC Amount	\$ -		
Refund	\$ -			Release	\$ -		
Refund	\$ -			Release	\$ -		
Refund	\$ -			Release	\$ -		
BALANCE	\$306,104.53			BALANCE	\$ -		

DIA Cash Fund/Account No.	207-2090
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Development Improvements Guarantee Recap Sheet

Check One:	<input checked="" type="checkbox"/> Cash Deposit	<input type="checkbox"/> Letter of Credit (LOC)
	<input type="checkbox"/> Cash Refund	<input type="checkbox"/> LOC Release

Date	April 30, 2009
Project File No.	PPF-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	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
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 ✓
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 (Estimate 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 1/2 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 Excavation + Concrete 4/8/09
Janice B... manager Date
(Print Name) Lawrence Bales, D

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.

[Signature] 4.8.09
Public Works & Planning Department Date

City of Grand Junction
Accounts Payable Edit Listing

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,Planning		Batch Date: 05/27/2009	Batch Number: 2009-00001621		Batch Description: Leslie 5/27/09			
5056 - Crystal Brooke LLC	DIA Disburse #1	DIA Disbursement #1	05/26/2009	05/26/2009	05/27/2009		No	Gross: 17,084.90
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		State Tax: 0.00			0.00
2482 Commerce Blvd.		Check Code:	Invoice Terms:		County Tax: 0.00			0.00
2482 Commerce Blvd.		Manual Check: No	Local/City Tax: 0.00			0.00		
Grand Junction, CO 81505		Check Number:	Discount: 0.00			Retainage: \$0.00		
								Net Amount: \$17,084.90

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	ALLOWANCES/REIMBURSEMENTS - DIA Disbursement #1	1.0000	EA	17,084.9000	17,084.90

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	17,084.90	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$17,084.90 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$17,084.90
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:	\$17,084.90
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$17,084.90
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:	\$17,084.90

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 1

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

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

CONTRACTOR'S Certification: Vista Engineering (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 Vista Engineering Corp (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 1 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated May 26, 2009 [Signature] (subcontractor)

By: Fredrick Larsen

Title: President/Office Manager

Per paragraph 2(a) of the disbursement agreement for Crysal Brooke Sub 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 May 26, 2009 Name: [Signature]

By: Fredrick Larsen

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 CITY OF GRAND JUNCTION

By: [Signature]

Title: DEVEL. ENGR.

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

Dated 5/26, 2009 Company: Crystal Brooke LLC
Big Excavation + Concrete

By & Title [Signature] 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, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

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

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
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
Disbursements								
26-May-09	rad						\$17,084.90	\$17,084.90
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$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

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.

Signature: 
 Name: Rick Dorris

Date: 6-26-09
 Title: Development Engineer

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

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
A. SANITARY SEWER											
1	8" PVC Sanitary Sewer Main	LF	570	\$ 23.00	\$ 13,110.00	0		0		570	\$ 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	0		0		108	\$ 1,836.00
5	Sanitary Sewer Manhole	EA	5	\$ 3,300.00	\$ 16,500.00	0		0		5	\$ 16,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -						
7	Connection to Existing Manhole	EA	1	\$ 2,200.00	\$ 2,200.00	0		0		1	\$ 2,200.00
8	Concrete Encasement	LF	20	\$ 100.00	\$ 2,000.00	0		0		20	\$ 2,000.00
9					\$ -						
10					\$ -						
Subtotal Part A Sanitary Sewer					\$ 35,646.00						\$ 35,646.00
B. DOMESTIC WATER											
1	8" PVC Water Main	LF	495	\$ 25.00	\$ 12,375.00	0		0		495	\$ 12,375.00
2	" PVC Water Main	LF			\$ -						
3	" PVC Water Main	LF			\$ -						
4	8" Gatevalve	EA	3	\$ 1,500.00	\$ 4,500.00	0		0		3	\$ 4,500.00
5	Thrust Blocks	EA			\$ -						
6	" Gatevalve	EA			\$ -						
7	Water Services	EA	3	\$ 150.00	\$ 450.00	0		0		3	\$ 450.00
8	Connect to Existing Water Line	EA	1	\$ 750.00	\$ 750.00	0		0		1	\$ 750.00
9	Fire Hydrant with Valve	EA	1	\$ 4,500.00	\$ 4,500.00	0		0		1	\$ 4,500.00
10	Utility Adjustments	EA			\$ -						
11	Blowoff	EA			\$ -						
12	Testing	Hour			\$ -						
13	8" Tee with thrust block	EA			\$ -						
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$ 2,730.00	0		0		182	\$ 2,730.00
Subtotal Part B - Domestic Water					\$ 25,305.00						\$ 25,305.00
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	\$ 1.20	\$ 2,126.40	0		0		1772	\$ 2,126.40
4	Aggregate Base Course (Class 3)	TN			\$ -						
5	Aggregate Base Course (Class 6) (16" Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$ 12,438.00	0		0		691	\$ 12,438.00
6	Aggregate Base Course (Class 6) (16" Compacted Thickness)	SY			\$ -						

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
7	Hot Bituminous Paving, Grading GR-S (3" thick)	TN			\$ -						
8	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	\$ 34,488.00	0		0		11496	\$ 34,488.00
9	Hot Bituminous Paving, Patching (3" Thick B 1/2 Rd Taper)	TN	140	\$ 95.00	\$ 13,300.00	0		0		140	\$ 13,300.00
10	Geotextile	SY			\$ -						
11	Concrete Curb (" Wide by " High)	LF			\$ -						
12	Concrete Curb and Gutter (2' wide)	LF			\$ -						
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -						
14	Monolithic, Vertical Curb, Gutter and Sidewalk (' Wide)	LF			\$ -						
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	685	\$ 18.00	\$ 12,330.00	0		0		685	\$ 12,330.00
16	Concrete Sidewalk (' Wide)	LF			\$ -						
17	Concrete Gutter and Driveway Section (" Thick)	SY			\$ -						
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			\$ -						
22	All Weather Access Path (OMSD)	SF			\$ -						
23	Driveway/Concrete Repair	SY			\$ -						
24	Retaining Walls	LF			\$ -						
25	Street Signs	EA	2	\$ 250.00	\$ 500.00	0		0		2	\$ 500.00
26	Striping (New, Remove/Replace)	LF			\$ -						
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	Sleeves, " PVC	LF			\$ -						
31	Raise Manhole to Grade	EA			\$ -						
32	Adjust Water Valves	EA			\$ -						
33	Blue Top	SY			\$ -						
34	Cut and Patch	SF			\$ -						
35	End of the Road Markers	EA	6	\$ 880.00	\$ 5,280.00	0		0		6	\$ 5,280.00
36	Traffic Control	LS			\$ -						
37	Mail Box	EA	1	\$ 500.00	\$ 500.00	0		0		1	\$ 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			\$ -						
					\$ -						
					\$ -						
					\$ -						
	Subtotal Part C - Streets and Bridges				\$ 88,380.40	0		0		0	\$ 88,380.40
D1	EARTHWORK										
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0		0		1	\$ 5,000.00
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	0		0		1	\$ 5,000.00
3	Unclassified Excavation	CY	1200	\$ 1.07	\$ 1,284.00	0		0		1200	\$ 1,284.00
4	Unclassified Embankment	CY	2000	\$ 1.22	\$ 2,440.00	0		0		2000	\$ 2,440.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
5	Clearing and Grubbing	AC			\$ -						
6	Top soil strip and replace	CY			\$ -						
7	Import	TON			\$ -						
8	Site Grading	AC			\$ -						
9	Dry Utility Trenching and Backfill	LF			\$ -						
10											
D2 REMOVALS AND RESETTING											
1	Removal of Asphalt	SY	391	\$ 2.00	\$ 782.00	0		0		391	\$ 782.00
2	Removal of Miscellaneous Concrete	SY			\$ -						
3	Remove Curb and Gutter	LF			\$ -						
4	Removal of Culverts	LF			\$ -						
5	Remove Structures	EA			\$ -						
6	Remove Signs	EA			\$ -						
7	Remove Fence	LF			\$ -						
8	Adjust Manhole	EA			\$ -						
9	Adjust Valvebox	EA			\$ -						
10	Relocate or Adjust Utilities	LS			\$ -						
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION											
1	Sod	SY			\$ -						
2	Seeding (Native)	SY or AC			\$ -						
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -						
4	Hydraulic Seed and Mulching	SY or AC			\$ -						
5	Soil Retention Blanket	SF	6200	\$ 1.50	\$ 9,300.00	0		0		6200	\$ 9,300.00
6	Silt Fence	LF			\$ -						
7	Straw Waddles	LF			\$ -						
8	Temporary Berms	LF			\$ -						
9	Inlet Protection	EA			\$ -						
10	Sediment Trap/Basin	EA			\$ -						
11	Monthly Maintenance/Inspection	Month			\$ -						
12	Watering (Dust Control)	AC	2.3	\$ 1,750.00	\$ 4,025.00	0		0		2.3	\$ 4,025.00
13	Temporary Irrigation				\$ -						
14	Storm Water Management	LS	1	\$ 3,000.00	\$ 3,000.00	0		0		1	\$ 3,000.00
15											
D4 STORM DRAINAGE FACILITIES											
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -						
2	15" RCP Storm Drain Pipe	LF	226	\$ 30.00	\$ 6,780.00	0		0		226	\$ 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	0		0		976	\$ 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	0		0		4	\$ 10,000.00
10	60" Storm Drain Manhole	EA	1	\$ 5,100.00	\$ 5,100.00	0		0		1	\$ 5,100.00
11	72" Storm Drain Manhole	EA			\$ -						
12	Manhole with Box Base	EA			\$ -						

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
13	Connection to Existing MH	EA	1	\$ 2,000.00	\$ 2,000.00	0		0		1	\$ 2,000.00
14	Single Curb Opening Storm Drain Inlet	EA	1	\$ 2,500.00	\$ 2,500.00	0		0		1	\$ 2,500.00
15	Area Storm Drain Inlet (rear lot drain)	EA	0	\$ 480.00	\$ -						
16	Area Storm Drain Inlet	EA	1	\$ 2,700.00	\$ 2,700.00	0		0		1	\$ 2,700.00
17	Detention Area Outlet structure	EA	1	\$ 4,000.00	\$ 4,000.00	0		0		1	\$ 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 Drainage					\$ 83,431.00					\$ 83,431.00	
E1	IRRIGATION										
1	Connect to Existing Pipe	LS	2	\$ 500.00	\$ 1,000.00	0		0		2	\$ 1,000.00
2	8" 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			\$ -						
5	Services	EA	26	\$ 120.00	\$ 3,120.00	0		0		26	\$ 3,120.00
6	Pump System and Concrete Vault	LS			\$ -						
7	Irrigation Structure	EA			\$ -						
8	Vacuum Relief and/or Air Release Valve	EA			\$ -						
9	6" Gate Valve	EA	1	\$ 1,000.00	\$ 1,000.00	0		0		1	\$ 1,000.00
10	4" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00	0		0		2	\$ 1,800.00
11	Irrigation Drain	EA	3	\$ 600.00	\$ 1,800.00	0		0		3	\$ 1,800.00
12	Irrigation Injection Port	EA	1	\$ 350.00	\$ 350.00	0		0		1	\$ 350.00
E2	LANDSCAPING										
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	\$ 6,000.00
5	Irrigation System	LS	1	\$ 2,500.00	\$ 2,500.00	0		0		1	\$ 2,500.00
6	Curbing	LF			\$ -						
7	Retaining Walls & Structures	LS			\$ -						
8	1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$ 1,500.00						
9	Topsoil				\$ -						
c Subtotal Part E - Landscaping and Irrigation					\$ 51,986.00					\$ 50,486.00	
Subtotal Construction Costs					\$ 284,748.40					\$ 283,248.40	
F.	Miscellaneous Items										
1	Construction staking/surveying	%	0.01	\$ 284,748.40	\$ 2,847.48			100%	\$ 2,847.48	0	\$ -
2	Developer's inspection cost	%	0.01	\$ 284,748.40	\$ 2,847.48			100%	\$ 2,847.48	0	\$ -
3	General construction supervsn	%	0.01	\$ 284,748.40	\$ 2,847.48			100%	\$ 2,847.48	0	\$ -
4	Quality control testing	%	0.02	\$ 284,748.40	\$ 5,694.97			100%	\$ 5,694.97	0	\$ -
5	Construction traffic control	%	0.01	\$ 284,748.40	\$ 2,847.48			0		0.01	\$ 2,847.48
6	City inspection fees	%	0.005	\$ 284,748.40	\$ 1,423.74			0		0.005	\$ 1,423.74
7	As-builts	%	0.01	\$ 284,748.40	\$ 2,847.48			100%	\$ 2,847.48	0	\$ -
Subtotal Part F - Miscellaneous Items					\$ 21,356.13			\$ 17,084.90		\$ 4,271.23	
% = Percentage of total site construction costs											

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
G.	COST SUMMARY										
1	Total Improvement Costs				\$ 306,104.53						\$ 287,519.63
2	City Security (20%)				\$ 61,220.91						\$ 57,503.93
3	Total Guarantee Amount				\$ 367,325.44	0	\$ -		\$ 17,084.90		\$ 345,023.55

NOTES

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

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

I have reviewed the estimated costs and time schedule shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exception to the above.

 City Development Engineer Date

 Community Development Date

Development Improvements Guarantee Recap Sheet

Check One:	<input checked="" type="checkbox"/> Cash Deposit	<input type="checkbox"/> Letter of Credit (LOC)
	<input type="checkbox"/> Cash Refund	<input type="checkbox"/> 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

ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$306,104.52	04/08/09	122471	LOC Amount	\$ -		
Refund	\$ -			Release	\$ -		
Refund	\$ -			Release	\$ -		
Refund	\$ -			Release	\$ -		
BALANCE	\$306,104.52			BALANCE	\$ -		

DIA Cash Fund/Account No.	207-2090
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Development Improvements Guarantee Recap Sheet

Check One:	<input checked="" type="checkbox"/> Cash Deposit	<input type="checkbox"/> Letter of Credit (LOC)
	<input type="checkbox"/> Cash Refund	<input type="checkbox"/> 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	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
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 ✓
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 (Estimate 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
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Mesa County Clerk	\$ 170.00
City of Grand Junction	\$ 171.45

City of Grand Junction
Accounts Payable Edit Listing

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,Planning		Batch Date: 06/24/2009	Batch Number: 2009-00001878		Batch Description: Leslie 6/24/09			
5056 - Crystal Brooke LLC	DIA Disburse #2	DIA Disbursement #2	06/18/2009	06/18/2009	06/24/2009		No	Gross: 14,230.25
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		State Tax:			0.00
2482 Commerce Blvd.		Check Code:	Invoice Terms:		County Tax:			0.00
2482 Commerce Blvd.		Manual Check: No	Local/City Tax:			0.00		
Grand Junction, CO 81505		Check Number:	Discount:			0.00		
								Retainage: \$0.00
								Net Amount: \$14,230.25

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
	N/N/N/N/N/N		REFUND - DIA Disbursement #2	1.0000	EA	14,230.2500	14,230.25
G/L Distribution:						Expensed	Unencumbered
207.2090 (Transportation Capacity Fund.Deposits Payable)						14,230.25	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$14,230.25 Invoice Amount Unencumbered: \$0.00

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 2

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

through the date of 6/05/09 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 2 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 6/16, 2009 _____ (subcontractor)
By: [Signature]
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 6/16/09, 2009 _____ Name: _____
By: Owner, VISTA Eng.

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

Dated 6/17, 2009 _____ CITY OF GRAND JUNCTION
By: [Signature]
Title: DEVEL. ENGR.

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

Dated 6/16, 2009 _____ Company: Crystal Brooke, LLC
By & Title: 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

PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

DIA NOT RECORDED:
DIA RECORDED:

Book - _____
 Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
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
Disbursements								
26-May-09	rad						\$17,084.90	\$17,084.90
17-Jun-09	rad				\$14,230.25			\$14,230.25
								\$0.00
								\$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: 

Name: Rick Dorris

Date: 6-17-09

Title: Development Engineer

City of Grand Junction
Accounts Payable Edit Listing

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,Planning		Batch Date: 07/22/2009	Batch Number: 2009-00002213		Batch Description: Leslie			
5056 - Crystal Brooke LLC	DIA Disburse #3	DIA Disbursement #3 PFP-2007-030	07/21/2009	07/21/2009	07/22/2009		No	Gross: 80,141.86
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		State Tax:			0.00
2482 Commerce Blvd.		Check Code:	Invoice Terms:		County Tax:			0.00
2482 Commerce Blvd.		Manual Check: No	Local/City Tax:			0.00		
Grand Junction, CO 81505		Check Number:	Discount:			0.00		
								Retainage: \$0.00
								Net Amount: <u>\$80,141.86</u>

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - DIA Disbursement #3 PFP-2007-030	1.0000	EA	80,141.8600	80,141.86
G/L Distribution:						Expensed	Unencumbered
207.2090 (Transportation Capacity Fund.Deposits Payable)						80,141.86	0.00

Total Invoice Items: 1 Invoice Amount Expended: \$80,141.86 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$80,141.86
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:	\$80,141.86
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$80,141.86
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:	\$80,141.86
Grand Total Unencumbered:	\$0.00

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 3

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

through the date of 6/05/09 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 3 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 7/20, 2009 (subcontractor)

By: [Signature]
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 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 7/20, 2009 Name: [Signature]
By: Vista Engineering

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 7-21, 2009 CITY OF GRAND JUNCTION
By: [Signature]
Title: DEVEL ENGR.

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

Dated 7/20, 2009 Company: Crystal Brooke, LLC
By & Title: [Signature] manager

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

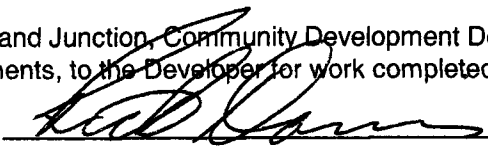
1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, 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

PROJECT: Crystal Brooke- PFP-2007-030	Construction Costs: \$306,104.52	DIA NOT RECORDED:
DEVELOPER: Crystal Brooke, LLC	20% City Security: \$61,220.91	DIA RECORDED:
ESCROW AGENCY: City of GJ	Total DIA Amount: \$367,325.43	Book - _____
		Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates 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
Disbursements								
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
								\$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: 7-21-09
 Title: Development Engineer

DISBURSMENT REQUEST NO. 3

DATE: July 20, 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

EXHIBIT B											
Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
A. SANITARY SEWER											
1	8" PVC Sanitary Sewer Main	LF	570	\$ 23.00	\$ 13,110.00	0	\$ -	570	\$ 13,110.00	0	\$ -
2	" PVC Sanitary Sewer Main	LF			\$ -						
3	" PVC Sanitary Sewer Main	LF			\$ -						
4	Sewer services	LF/EA	108	\$ 17.00	\$ 1,836.00	0	\$ -	108	\$ 1,836.00	0	\$ -
5	Sanitary Sewer Manhole	EA	5	\$ 3,300.00	\$ 16,500.00	0	\$ -	4	\$ 13,200.00	1	\$ 3,300.00
6	Sanitary Sewer Drop Manhole	EA			\$ -						
7	Connection to Existing Manhole	EA	1	\$ 2,200.00	\$ 2,200.00	0	\$ -	1	\$ 2,200.00	0	\$ -
8	Concrete Encasement	LF	20	\$ 100.00	\$ 2,000.00	0	\$ -	20	\$ 2,000.00	0	\$ -
9					\$ -						
10					\$ -						
Subtotal Part A Sanitary Sewer					\$ 35,646.00		\$ -	\$ 32,346.00		\$ 3,300.00	
B. DOMESTIC WATER											
1	8" PVC Water Main	LF	495	\$ 25.00	\$ 12,375.00	0	\$ -	0	\$ -	495	\$ 12,375.00
2	" PVC Water Main	LF			\$ -						
3	" PVC Water Main	LF			\$ -						
4	8" Gatevalve	EA	3	\$ 1,500.00	\$ 4,500.00	0	\$ -	0	\$ -	3	\$ 4,500.00
5	Thrust Blocks	EA			\$ -						
6	" Gatevalve	EA			\$ -						
7	Water Services	EA	3	\$ 150.00	\$ 450.00	0	\$ -	0	\$ -	3	\$ 450.00
8	Connect to Existing Water Line	EA	1	\$ 750.00	\$ 750.00	0	\$ -	0	\$ -	1	\$ 750.00
9	Fire Hydrant with Valve	EA	1	\$ 4,500.00	\$ 4,500.00	0	\$ -	0	\$ -	1	\$ 4,500.00
10	Utility Adjustments	EA			\$ -						
11	Blowoff	EA			\$ -						
12	Testing	Hour			\$ -						
13	8" Tee with thrust block	EA			\$ -						
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$ 2,730.00	0	\$ -	0	\$ -	182	\$ 2,730.00
Subtotal Part B - Domestic Water					\$ 25,305.00		\$ -	\$ -		\$ 25,305.00	
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	\$ 1.20	\$ 2,126.40	0	\$ -	0	\$ -	1772	\$ 2,126.40
4	Aggregate Base Course (Class 3)	TN			\$ -						
5	Aggregate Base Course (Class 6) (16" Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$ 12,438.00	0	\$ -	0	\$ -	691	\$ 12,438.00
6	Aggregate Base Course (Class 6) (" Compacted Thickness)	SY			\$ -						
7	Hot Bituminous Paving, Grading GR-S (3" thick)	TN			\$ -						
8	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	\$ 34,488.00	0	\$ -	0	\$ -	11496	\$ 34,488.00
9	Hot Bituminous Paving, Patching (3" Thick B 1/2 Rd Taper)	TN	140	\$ 95.00	\$ 13,300.00	0	\$ -	0	\$ -	140	\$ 13,300.00
10	Geotextile	SY			\$ -						
11	Concrete Curb (" Wide by " High)	LF			\$ -						

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
12	Concrete Curb and Gutter (2' wide)	LF			\$ -						
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -						
14	Monolithic, Vertical Curb, Gutter and Sidewalk (" Wide)	LF			\$ -						
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	685	\$ 18.00	\$ 12,330.00	0	\$ -	0	\$ -	685	\$ 12,330.00
16	Concrete Sidewalk (" Wide)	LF			\$ -						
17	Concrete Gutter and Driveway Section (" Thick)	SY			\$ -						
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			\$ -						
22	All Weather Access Path (OMSD)	SF			\$ -						
23	Driveway/Concrete Repair	SY			\$ -						
24	Retaining Walls	LF			\$ -						
25	Street Signs	EA	2	\$ 250.00	\$ 500.00	0	\$ -	0	\$ -	2	\$ 500.00
26	Striping (New, Remove/Replace)	LF			\$ -						
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	Sleeves, " PVC	LF			\$ -						
31	Raise Manhole to Grade	EA			\$ -						
32	Adjust Water Valves	EA			\$ -						
33	Blue Top	SY			\$ -						
34	Cut and Patch	SF			\$ -						
35	End of the Road Markers	EA	6	\$ 880.00	\$ 5,280.00	0	\$ -	0	\$ -	6	\$ 5,280.00
36	Traffic Control	LS			\$ -						
37	Mail Box	EA	1	\$ 500.00	\$ 500.00	0	\$ -	0	\$ -	1	\$ 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			\$ -						
					\$ -						
					\$ -						
					\$ -						
	Subtotal Part C - Streets and Bridges				\$ 88,380.40		\$ -		\$ -		\$ 88,380.40
D1	EARTHWORK										
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0.75	\$ 3,750.00	0.25	\$ 1,250.00	0	\$ -
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	0	\$ -
3	Unclassified Excavation	CY	1200	\$ 1.07	\$ 1,284.00	1200	\$ 1,284.00	0	\$ -	0	\$ -
4	Unclassified Embankment	CY	2000	\$ 1.22	\$ 2,440.00	2000	\$ 2,440.00	0	\$ -	0	\$ -
5	Clearing and Grubbing	AC			\$ -						
6	Top soil strip and replace	CY			\$ -						
7	Import	TON			\$ -						
8	Site Grading	AC			\$ -						
9	Dry Utility Trenching and Backfill	LF			\$ -						
10					\$ -						
D2	REMOVALS AND RESETTNG										
1	Removal of Asphalt	SY	391	\$ 2.00	\$ 782.00	0	\$ -	0	\$ -	391	\$ 782.00

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
2	Removal of Miscellaneous Concrete	SY			\$ -						
3	Remove Curb and Gutter	LF			\$ -						
4	Removal of Culverts	LF			\$ -						
5	Remove Structures	EA			\$ -						
6	Remove Signs	EA			\$ -						
7	Remove Fence	LF			\$ -						
8	Adjust Manhole	EA			\$ -						
9	Adjust Valvebox	EA			\$ -						
10	Relocate or Adjust Utilities	LS			\$ -						
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION											
1	Sod	SY			\$ -						
2	Seeding (Native)	SY or AC			\$ -						
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -						
4	Hydraulic Seed and Mulching	SY or AC			\$ -						
5	Soil Retention Blanket	SF	6200	\$ 1.50	\$ 9,300.00	0	\$ -	0	\$ -	6200	\$ 9,300.00
6	Silt Fence	LF			\$ -						
7	Straw Waddles	LF			\$ -						
8	Temporary Berms	LF			\$ -						
9	Inlet Protection	EA			\$ -						
10	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											
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -						
2	15" RCP Storm Drain Pipe	LF	226	\$ 30.00	\$ 6,780.00	0	\$ -	67.8	\$ 2,034.00	158.2	\$ 4,746.00
3	12" SDR-35 Storm Drain Pipe	LF	0	\$ 21.00	\$ -				\$ -		
4	10" PVC Storm Drain Pipe	LF	976	\$ 20.00	\$ 19,520.00	0	\$ -	976	\$ 19,520.00	0	\$ -
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	0	\$ -	4	\$ 10,000.00	0	\$ -
10	60" Storm Drain Manhole	EA	1	\$ 5,100.00	\$ 5,100.00	0	\$ -	1	\$ 5,100.00	0	\$ -
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	0	\$ -	1	\$ 2,000.00	0	\$ -
14	Single Curb Opening Storm Drain Inlet	EA	1	\$ 2,500.00	\$ 2,500.00	0	\$ -		\$ -	1	\$ 2,500.00
15	Area Storm Drain Inlet (rear lot drain)	EA	0	\$ 480.00	\$ -				\$ -		
16	Area Storm Drain Inlet	EA	1	\$ 2,700.00	\$ 2,700.00	0	\$ -		\$ -	1	\$ 2,700.00
17	Detention Area Outlet structure	EA	1	\$ 4,000.00	\$ 4,000.00	0	\$ -	1	\$ 4,000.00	0	\$ -
18	Rip-Rap D ₅₀ = ____	CY			\$ -						
19	Sidewalk Trough Drain	EA			\$ -						
20	Pump Systems including Electrical	LS			\$ -						
Subtotal Part D - Grading and Drainage					\$ 83,431.00		\$ 14,230.25		\$ 45,660.25		\$ 23,540.50
E1 IRRIGATION											
1	Connect to Existing Pipe	LS	2	\$ 500.00	\$ 1,000.00	0	\$ -	0	\$ -	2	\$ 1,000.00

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
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			\$ -						
5	Services	EA	26	\$ 120.00	\$ 3,120.00	0	\$ -	0	\$ -	26	\$ 3,120.00
6	Pump System and Concrete Vault	LS			\$ -						
7	Irrigation Structure	EA			\$ -						
8	Vacuum Relief and/or Air Release Valve	EA			\$ -						
9	6" Gate Valve	EA	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	0	\$ -	1	\$ 1,000.00
10	4" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00	0	\$ -	0	\$ -	2	\$ 1,800.00
11	Irrigation Drain	EA	3	\$ 600.00	\$ 1,800.00	0	\$ -	0	\$ -	3	\$ 1,800.00
12	Irrigation Injection Port	EA	1	\$ 350.00	\$ 350.00	0	\$ -	0	\$ -	1	\$ 350.00
E2	LANDSCAPING										
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	\$ 6,000.00
5	Irrigation System	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0	\$ -	1	\$ 2,500.00
6	Curbing	LF			\$ -						
7	Retaining Walls & Structures	LS			\$ -						
8	1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$ 1,500.00						
9	Topsoil				\$ -						
c	Subtotal Part E - Landscaping and Irrigation				\$ 51,986.00		\$ -		\$ -		\$ 50,486.00
	Subtotal Construction Costs				\$ 284,748.40		\$ 14,230.25		\$ 78,006.25		\$ 191,011.90
F.	Miscellaneous Items										
1	Construction staking/surveying	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
2	Developer's inspection cost	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
3	General construction supervsn	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
4	Quality control testing	%	0.02	\$ 284,748.40	\$ 5,694.97	100%	\$ 5,694.97	0%	\$ -	0%	\$ -
5	Construction traffic control	%	0.01	\$ 284,748.40	\$ 2,847.48	0%	\$ -	75%	\$ 2,135.61	25%	\$ 711.87
6	City inspection fees	%	0.005	\$ 284,748.40	\$ 1,423.74	0%	\$ -	0%	\$ -	100%	\$ 1,423.74
7	As-builts	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
	Subtotal Part F - Miscellaneous Items				\$ 21,356.13		\$ 17,084.90		\$ 2,135.61		\$ 2,135.61
% = Percentage of total site construction costs											
G.	COST SUMMARY										
	1 Total Improvement Costs				\$ 306,104.53		\$ 31,315.15		\$ 80,141.86		\$ 193,147.51
	2 City Security (20%)				\$ 61,220.91		\$ 6,263.03		\$ 16,028.37		\$ 38,629.50
	3 Total Guarantee Amount				\$ 367,325.44		\$ -		\$ 236,154.36		\$ 231,777.02

City of Grand Junction
Accounts Payable Edit Listing

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,Planning		Batch Date: 08/24/2009	Batch Number: 2009-00002580		Batch Description: Leslie - handcut			
5056 - Crystal Brooke LLC	DIA Disburse #4	DIA Disbursement #4 PFP-2007-030	08/24/2009	08/24/2009	08/24/2009		No	Gross: 38,580.50
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		State Tax:			0.00
2482 Commerce Blvd.		Check Code:	Invoice Terms:		County Tax:			0.00
2482 Commerce Blvd.		Manual Check: No	Local/City Tax:			0.00		
Grand Junction, CO 81505		Check Number:	Discount:			0.00		
								Retainage: 0.00
								Net Amount: <u>\$38,580.50</u>

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - DIA Disbursement #4 PFP-2007-030	1.0000	EA	38,580.5000	38,580.50
G/L Distribution: G/L Account/Project						Expensed	Unencumbered
207.2090 (Transportation Capacity Fund.Deposits Payable)						38,580.50	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$38,580.50 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$38,580.50
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:	\$38,580.50
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$38,580.50
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:	\$38,580.50
Grand Total Unencumbered:	\$0.00

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 8/17/09, 2009 (subcontractor)

By: [Signature]
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____ Name: _____
By: F. Larsen.

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: James 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

PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

DIA NOT RECORDED:

DIA RECORDED:

Book - _____

Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
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
Disbursements								
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
								\$0.00
								\$0.00
Total 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 Developer for work completed on the Project.

Signature: 

Name: Rick Dorris

Date: 8-18-09

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

EXHIBIT B						Previously Paid		Requested		Remaining	
Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Quantity	Amount	Quantity	Amount	Quantity	Amount
A. SANITARY SEWER											
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			\$ -						
3	" PVC Sanitary Sewer Main	LF			\$ -						
4	Sewer services	LF/EA	108	\$ 17.00	\$ 1,836.00	108	\$ 1,836.00	0		0	\$ -
5	Sanitary Sewer Manhole	EA	5	\$ 3,300.00	\$ 16,500.00	4	\$ 13,200.00	1	\$ 3,300.00	0	\$ -
6	Sanitary Sewer Drop Manhole	EA			\$ -						
7	Connection to Existing Manhole	EA	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	0		0	\$ -
8	Concrete Encasement	LF	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00	0		0	\$ -
9					\$ -						
10					\$ -						
Subtotal Part A Sanitary Sewer					\$ 35,646.00		\$ 32,346.00		\$ 3,300.00		\$ -
B. DOMESTIC WATER											
1	8" PVC Water Main	LF	495	\$ 25.00	\$ 12,375.00	0	\$ -	395	\$ 9,875.00	100	\$ 2,500.00
2	" PVC Water Main	LF			\$ -						
3	" PVC Water Main	LF			\$ -						
4	8" Gatevalve	EA	3	\$ 1,500.00	\$ 4,500.00	0	\$ -	3	\$ 4,500.00	0	\$ -
5	Thrust Blocks	EA			\$ -						
6	" Gatevalve	EA			\$ -						
7	Water Services	EA	3	\$ 150.00	\$ 450.00	0	\$ -	3	\$ 450.00	0	\$ -
8	Connect to Existing Water Line	EA	1	\$ 750.00	\$ 750.00	0	\$ -	1	\$ 750.00	0	\$ -
9	Fire Hydrant with Valve	EA	1	\$ 4,500.00	\$ 4,500.00	0	\$ -	1	\$ 4,500.00	0	\$ -
10	Utility Adjustments	EA			\$ -						
11	Blowoff	EA			\$ -						
12	Testing	Hour			\$ -						
13	8" Tee with thrust block	EA			\$ -						
14	Copper Water Service pipeline	LF	182	\$ 15.00	\$ 2,730.00	0	\$ -	182	\$ 2,730.00	0	\$ -
Subtotal Part B - Domestic Water					\$ 25,305.00		\$ -		\$ 22,805.00		\$ 2,500.00
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	\$ 1.20	\$ 2,126.40	0	\$ -	0		1772	\$ 2,126.40
4	Aggregate Base Course (Class 3)	TN			\$ -						
5	Aggregate Base Course (Class 6) (16" Compacted Thickness B 1/2 Rd Taper)	TN	691	\$ 18.00	\$ 12,438.00	0	\$ -	0		691	\$ 12,438.00
6	Aggregate Base Course (Class 6) (16" Compacted Thickness)	SY			\$ -						
7	Hot Bituminous Paving, Grading GR-S (3" thick)	TN			\$ -						
8	Concrete Paving (Interior Roadways)	SF	11496	\$ 3.00	\$ 34,488.00	0	\$ -	0		11496	\$ 34,488.00

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
9	Hot Bituminous Paving, Patching (3" Thick B 1/2 Rd Taper)	TN	140	\$ 95.00	\$ 13,300.00	0	\$ -	0		140	\$ 13,300.00
10	Geotextile	SY			\$ -						
11	Concrete Curb (" Wide by " High)	LF			\$ -						
12	Concrete Curb and Gutter (2' wide)	LF			\$ -						
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -						
14	Monolithic, Vertical Curb, Gutter and Sidewalk (' Wide)	LF			\$ -						
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	685	\$ 18.00	\$ 12,330.00	0	\$ -	0		685	\$ 12,330.00
16	Concrete Sidewalk (' Wide)	LF			\$ -						
17	Concrete Gutter and Driveway Section (" Thick)	SY			\$ -						
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			\$ -						
22	All Weather Access Path (OMSD)	SF			\$ -						
23	Driveway/Concrete Repair	SY			\$ -						
24	Retaining Walls	LF			\$ -						
25	Street Signs	EA	2	\$ 250.00	\$ 500.00	0	\$ -	0		2	\$ 500.00
26	Striping (New, Remove/Replace)	LF			\$ -						
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	Sleeves, " PVC	LF			\$ -						
31	Raise Manhole to Grade	EA			\$ -						
32	Adjust Water Valves	EA			\$ -						
33	Blue Top	SY			\$ -						
34	Cut and Patch	SF			\$ -						
35	End of the Road Markers	EA	6	\$ 880.00	\$ 5,280.00	0	\$ -	0		6	\$ 5,280.00
36	Traffic Control	LS			\$ -						
37	Mail Box	EA	1	\$ 500.00	\$ 500.00	0	\$ -	0		1	\$ 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			\$ -						
					\$ -						
					\$ -						
					\$ -						
	Subtotal Part C - Streets and Bridges				\$ 88,380.40		\$ -		\$ -		\$ 88,380.40
D1	EARTHWORK										
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0		0	\$ -
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0		0	\$ -
3	Unclassified Excavation	CY	1200	\$ 1.07	\$ 1,284.00	1200	\$ 1,284.00	0		0	\$ -
4	Unclassified Embankment	CY	2000	\$ 1.22	\$ 2,440.00	2000	\$ 2,440.00	0		0	\$ -
5	Clearing and Grubbing	AC			\$ -						
6	Top soil strip and replace	CY			\$ -						
7	Import	TON			\$ -						
8	Site Grading	AC			\$ -						

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
9	Dry Utility Trenching and Backfill	LF			\$ -						
10											
D2 REMOVALS AND RESETTING											
1	Removal of Asphalt	SY	391	\$ 2.00	\$ 782.00	0	\$ -	391	\$ 782.00	0	\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -						
3	Remove Curb and Gutter	LF			\$ -						
4	Removal of Culverts	LF			\$ -						
5	Remove Structures	EA			\$ -						
6	Remove Signs	EA			\$ -						
7	Remove Fence	LF			\$ -						
8	Adjust Manhole	EA			\$ -						
9	Adjust Valvebox	EA			\$ -						
10	Relocate or Adjust Utilities	LS			\$ -						
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION											
1	Sod	SY			\$ -						
2	Seeding (Native)	SY or AC			\$ -						
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -						
4	Hydraulic Seed and Mulching	SY or AC			\$ -						
5	Soil Retention Blanket	SF	6200	\$ 1.50	\$ 9,300.00	0	\$ -	0		6200	\$ 9,300.00
6	Silt Fence	LF			\$ -						
7	Straw Waddles	LF			\$ -						
8	Temporary Berms	LF			\$ -						
9	Inlet Protection	EA			\$ -						
10	Sediment Trap/Basin	EA			\$ -						
11	Monthly Maintenance/Inspection	Month			\$ -						
12	Watering (Dust Control)	AC	2.3	\$ 1,750.00	\$ 4,025.00	1.15	\$ 2,012.50	0.57	\$ 997.50	0.58	\$ 1,015.00
13	Temporary Irrigation				\$ -						
14	Storm Water Management	LS	1	\$ 3,000.00	\$ 3,000.00	0.5	\$ 1,500.00	0.25	\$ 750.00	0.25	\$ 750.00
15											
D4 STORM DRAINAGE FACILITIES											
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -						
2	15" RCP Storm Drain Pipe	LF	226	\$ 30.00	\$ 6,780.00	67.8	\$ 2,034.00	158.2	\$ 4,746.00	0	\$ -
3	12" SDR-35 Storm Drain Pipe	LF	0	\$ 21.00	\$ -						
4	10" PVC Storm Drain Pipe	LF	976	\$ 20.00	\$ 19,520.00	976	\$ 19,520.00	0		0	\$ -
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	4	\$ 10,000.00	0		0	\$ -
10	60" Storm Drain Manhole	EA	1	\$ 5,100.00	\$ 5,100.00	1	\$ 5,100.00	0		0	\$ -
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	1	\$ 2,000.00	0		0	\$ -
14	Single Curb Opening Storm Drain Inlet	EA	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	1	\$ 2,500.00	0	\$ -
15	Area Storm Drain Inlet (rear lot drain)	EA	0	\$ 460.00	\$ -						
16	Area Storm Drain Inlet	EA	1	\$ 2,700.00	\$ 2,700.00	0	\$ -	1	\$ 2,700.00	0	\$ -
17	Detention Area Outlet structure	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0		0	\$ -

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
18	Rip-Rap D ₅₀ = ____"	CY			\$ -						
19	Sidewalk Trough Drain	EA			\$ -						
20	Pump Systems including Electrical	LS			\$ -						
Subtotal Part D - Grading and Drainage					\$ 83,431.00	\$ 59,890.50	\$ 12,475.50	\$ 11,065.00			
E1	IRRIGATION										
1	Connect to Existing Pipe	LS	2	\$ 500.00	\$ 1,000.00	0	\$ -	0		2	\$ 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			\$ -						
5	Services	EA	26	\$ 120.00	\$ 3,120.00	0	\$ -	0		26	\$ 3,120.00
6	Pump System and Concrete Vault	LS			\$ -						
7	Irrigation Structure	EA			\$ -						
8	Vacuum Relief and/or Air Release Valve	EA			\$ -						
9	6" Gate Valve	EA	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	0		1	\$ 1,000.00
10	4" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00	0	\$ -	0		2	\$ 1,800.00
11	Irrigation Drain	EA	3	\$ 600.00	\$ 1,800.00	0	\$ -	0		3	\$ 1,800.00
12	Irrigation Injection Port	EA	1	\$ 350.00	\$ 350.00	0	\$ -	0		1	\$ 350.00
E2	LANDSCAPING										
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	\$ 6,000.00
5	Irrigation System	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0		1	\$ 2,500.00
6	Curbing	LF			\$ -						
7	Retaining Walls & Structures	LS			\$ -						
8	1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$ 1,500.00						
9	Topsoil				\$ -						
Subtotal Part E - Landscaping and Irrigation					\$ 51,986.00	\$ -	\$ -	\$ 50,486.00			
Subtotal Construction Costs					\$ 284,748.40	\$ 92,236.50	\$ 38,580.50	\$ 152,431.40			
F.	Miscellaneous Items										
1	Construction staking/surveying	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
2	Developer's inspection cost	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
3	General construction supervsn	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
4	Quality control testing	%	0.02	\$ 284,748.40	\$ 5,694.97	100%	\$ 5,694.97	0%	\$ -	0%	\$ -
5	Construction traffic control	%	0.01	\$ 284,748.40	\$ 2,847.48	75%	\$ 2,135.61	0%	\$ -	25%	\$ 711.87
6	City inspection fees	%	0.005	\$ 284,748.40	\$ 1,423.74	0%	\$ -	0%	\$ -	100%	\$ 1,423.74
7	As-builts	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
Subtotal Part F - Miscellaneous Items					\$ 21,356.13	\$ 19,220.52	\$ -	\$ 2,135.61			
% = Percentage of total site construction costs											
G.	COST SUMMARY										
1	Total Improvement Costs				\$ 306,104.53	\$ 111,457.02	\$ 38,580.50	\$ 154,567.01			
2	City Security (20%)				\$ 61,220.91	\$ 22,291.40	\$ 7,716.10	\$ 30,913.40			

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
3	Total Guarantee Amount				\$ 367,325.44	0	\$ -		\$ 115,741.50		\$ 185,480.42

City of Grand Junction
Accounts Payable Edit Listing

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,Planning		Batch Date: 09/16/2009	Batch Number: 2009-00002836		Batch Description: Leslie			
5056 - Crystal Brooke LLC	DIA Disburse #5	DIA Disbursement #5 PFP-2007-030	09/16/2009	09/16/2009	09/16/2009		No	Gross: 7,948.51
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing			State Tax: 0.00		
2482 Commerce Blvd.		Check Code:	Invoice Terms:			County Tax: 0.00		
2482 Commerce Blvd.		Manual Check: No				Local/City Tax: 0.00		
Grand Junction, CO 81505		Check Number:				Discount: 0.00		
								Retainage: \$0.00
								Net Amount: \$7,948.51

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
	N/N/N/N/N/N		REFUND - DIA Disbursement #5 PFP-2007-030	1.0000	EA	7,948.5100	7,948.51
G/L Distribution:	G/L Account/Project					Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)					7,948.51	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$7,948.51 Invoice Amount Unencumbered: \$0.00

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

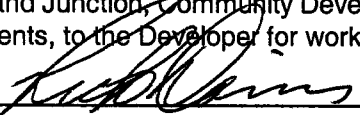
PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

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

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
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
Disbursements								
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
								\$0.00
								\$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: 

Date: 9-15-09

Name: Rick Dorris

Title: Development Engineer

Item	Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
12	Concrete Curb and Gutter (2' wide)	LF			\$ -						
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -						
14	Monolithic, Vertical Curb, Gutter and Sidewalk (' Wide)	LF			\$ -						
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	685	\$ 18.00	\$ 12,330.00	0	\$ -	0		685	\$ 12,330.00
16	Concrete Sidewalk (' Wide)	LF			\$ -						
17	Concrete Gutter and Driveway Section (" Thick)	SY			\$ -						
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			\$ -						
22	All Weather Access Path (OMSD)	SF			\$ -						
23	Driveway/Concrete Repair	SY			\$ -						
24	Retaining Walls	LF			\$ -						
25	Street Signs	EA	2	\$ 250.00	\$ 500.00	0	\$ -	0		2	\$ 500.00
26	Striping (New, Remove/Replace)	LF			\$ -						
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	Sleeves, " PVC	LF			\$ -						
31	Raise Manhole to Grade	EA			\$ -						
32	Adjust Water Valves	EA			\$ -						
33	Blue Top	SY			\$ -						
34	Cut and Patch	SF			\$ -						
35	End of the Road Markers	EA	6	\$ 880.00	\$ 5,280.00	0	\$ -	0		6	\$ 5,280.00
36	Traffic Control	LS			\$ -						
37	Mail Box	EA	1	\$ 500.00	\$ 500.00	0	\$ -	0		1	\$ 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			\$ -						
					\$ -						
					\$ -						
	Subtotal Part C - Streets and Bridges				\$ 88,380.40		\$ -		\$ 3,943.20		\$ 84,437.20
D1	EARTHWORK										
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0		0	\$ -
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0		0	\$ -
3	Unclassified Excavation	CY	1200	\$ 1.07	\$ 1,284.00	1200	\$ 1,284.00	0		0	\$ -
4	Unclassified Embankment	CY	2000	\$ 1.22	\$ 2,440.00	2000	\$ 2,440.00	0		0	\$ -
5	Clearing and Grubbing	AC			\$ -						
6	Top soil strip and replace	CY			\$ -						
7	Import	TON			\$ -						
8	Site Grading	AC			\$ -						
9	Dry Utility Trenching and Backfill	LF			\$ -						
10					\$ -						
D2	REMOVALS AND RESETTING										
1	Removal of Asphalt	SY	391	\$ 2.00	\$ 782.00	391	\$ 782.00	0		0	\$ -

Item Description	Unit	Quantity	Unit Price	Extended Price	Previously Paid		Requested		Remaining	
					Quantity	Amount	Quantity	Amount	Quantity	Amount
6" CL-160 Irrigation Pipe	LF	1190	\$ 12.00	\$ 14,280.00	0	\$ -	0		1190	\$ 14,280.00
4" CL-160 Irrigation Pipe	LF	1553	\$ 12.00	\$ 18,636.00	0	\$ -	0		1553	\$ 18,636.00
Fittings and Valves	LS			\$ -						
Services	EA	26	\$ 120.00	\$ 3,120.00	0	\$ -	0		26	\$ 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	0	\$ -	0		1	\$ 1,000.00
4" Gate Valve	EA	2	\$ 900.00	\$ 1,800.00	0	\$ -	0		2	\$ 1,800.00
Irrigation Drain	EA	3	\$ 600.00	\$ 1,800.00	0	\$ -	0		3	\$ 1,800.00
Irrigation Injection Port	EA	1	\$ 350.00	\$ 350.00	0	\$ -	0		1	\$ 350.00
LANDSCAPING										
Design/Architecture	LS			\$ -						
Earthwork	CY			\$ -						
Hardscape Features	LS			\$ -						
Plant Material & Planting	LS	1	\$ 6,000.00	\$ 6,000.00	0	\$ -	0		1	\$ 6,000.00
Irrigation System	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0		1	\$ 2,500.00
Curbing	LF			\$ -						
Retaining Walls & Structures	LS			\$ -						
1 Year Maintenance Agrmnt.	LS	1	\$ 1,500.00	\$ 1,500.00						
Topsoil				\$ -						
				\$ -						
				\$ -						
Subtotal Part E - Landscaping and Irrigation				\$ 51,986.00		\$ -		\$ -		\$ 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%	\$ -	0%	\$ -
Developer's inspection cost	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
General construction supervsn	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
Quality control testing	%	0.02	\$ 284,748.40	\$ 5,694.97	100%	\$ 5,694.97	0%	\$ -	0%	\$ -
Construction traffic control	%	0.01	\$ 284,748.40	\$ 2,847.48	75%	\$ 2,135.61	25%	\$ 711.87	0%	\$ -
City inspection fees	%	0.005	\$ 284,748.40	\$ 1,423.74	0%	\$ -	25%	\$ 355.94	75%	\$ 1,067.81
As-builts	%	0.01	\$ 284,748.40	\$ 2,847.48	100%	\$ 2,847.48	0%	\$ -	0%	\$ -
Subtotal Part F - Miscellaneous Items				\$ 21,356.13		\$ 19,220.52		\$ 1,067.81		\$ 1,067.81
Percentage of total site construction costs										
COST SUMMARY										
Total Improvement Costs				\$ 306,104.53		\$ 150,037.52		\$ 7,948.51		\$ 146,618.51
City Security (20%)				\$ 61,220.91		\$ 30,007.50		\$ 1,589.70		\$ 29,323.70
Total Guarantee Amount				\$ 367,325.44	0	\$ -		\$ 21,709.91		\$ 175,942.21

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 10/26, 2009 (subcontractor)

By: Jaime 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: Oct 26, 2009

Name: [Signature]

By: Vista Engineering

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 11-10, 2009

CITY OF GRAND JUNCTION

By: [Signature]

Title: DEVEL. ENGR.

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

Dated 10/26, 2009

Company: Crystal Brooke

By & Title: Manager Jaime Bar

- 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, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

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

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
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
Disbursements								
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
								\$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

Date: 7-10-09
 Title: Development Engineer

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, 2009 B & G Excavation & Concrete LLC (subcontractor)
By: Laurence Bal
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, 2009
Name: [Signature]
By: Vista Engineering

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 12-22, 2009
CITY OF GRAND JUNCTION
By: [Signature]
Title: DEVEL. ENGR.

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

Dated 12-22, 2009
Company: Crystal Brooke LLC
By & Title: Laurence Bal Mgr.

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	Construction Costs: \$306,104.52	DIA NOT RECORDED:
DEVELOPER: Crystal Brooke, LLC	20% City Security: \$61,220.91	DIA RECORDED:
ESCROW AGENCY: City of GJ	Total DIA Amount: \$367,325.43	Book - _____
		Page - _____

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates 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
Disbursements								
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
								\$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 Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 12-22-09
 Title: Development Engineer

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes	Amounts
5056 - Crystal Brooke LLC	DIA Disburse #7	DIA Disbursement #7/PFP-2007-030	12/22/2009	12/22/2009	12/29/2009		No	Gross: 20,947.81
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:				Bank Account: Accounts Payable Clearing		State Tax: 0.00
2482 Commerce Blvd.		Check Code:				Invoice Terms:		County Tax: 0.00
2482 Commerce Blvd.		Manual Check: No						Local/City Tax: 0.00
Grand Junction, CO 81505		Check Number:						Discount: 0.00
								Retainage: 0.00
								Net Amount: \$20,947.81

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - DIA Disbursement #7/PFP-2007-030	1.0000	EA	20,947.8100	20,947.81
G/L Distribution:		G/L Account/Project				Expensed	Unencumbered
		207.2090 (Transportation Capacity Fund.Deposits Payable)				20,947.81	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$20,947.81 Invoice Amount Unencumbered: \$0.00



PUBLIC WORKS & PLANNING

Date: 4/28/10

ORIGINAL

City of Grand Junction
Attn: Greg Moberg, Project Manager:
Public Works & Planning Department
250 N. 5th Street
Grand Junction, CO 81501

Re: Development Improvements Agreement Extension
Extension of Completion Date for the DIA
Project file #: PFP-2007-030, Name of project: Crystal Brooke LLC
CRYSTAL BROOKE SUBDIVISION - FILING No. 1

Dear Greg:

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 April 30, 2010. Additional time is needed to complete required improvements. It is requested that the Completion Date be extended for an additional 1 days/months/year (circle the appropriate period) to April 30, 2011 (date). The necessary bank, issuer or disbursor has acknowledged and consented to the extension of the letter of credit or disbursement agreement as requested. (No bank/issuer/dispersor signature is required if the security is cash.)

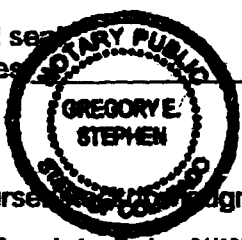
Developer:
Crystal Brooke LLC
Print Name

[Signature]
Signature

STATE OF COLORADO)
) ss
COUNTY OF MESA)

Acknowledged before me and subscribed in my presence by LAURENCE PALMISTO MANAGER
for CRYSTAL BROOKE SUBDIVISION on this the 28th day of APRIL 2010

Witness my hand and seal
My commission expires



[Signature]
Notary Public

Bank, issuer, or disbursor has acknowledged and consent to extension of security for the DIA:

Company/Bank My Commission Expires 01/16/2013

Print Name
Title

Signature
Date

City of Grand Junction - Public Works & Planning
[Signature]
Project Manager
BRIAN RUSCHE, SENIOR PLANNER

[Signature]
Development Engineer

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-600 PW&P,PW&P Admin		Batch Date: 03/10/2011	Batch Number: 2011-00000671		Batch Description: SUEM 3/10/2011 No2			
5716 - Beckner, Larry	Crystal Brooke	Partial Release of Cash Security	03/10/2011	03/10/2011	03/10/2011		No	Gross: 5,000.00 Freight: 0.00
Invoice Department: 06-600 PW&P,PW&P Admin		Check Sort Code:	Bank Account: Accounts Payable Clearing		State Tax: 0.00			
225 N 5th Street, Ste 850		Check Code:	Invoice Terms:		County Tax: 0.00			
225 N 5th Street, Ste 850		Manual Check: No	Local/City Tax: 0.00				Discount: 0.00	
Grand Junction, CO 81501		Check Number:	Retainage: 0.00				Net Amount: 5,000.00	

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Tctal Amount
		N/N/N/N/N/N	CONTRACT SERVICES - Partial Release of Cash Security	1.0000	EA	5,000.0000	5,000.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	5,000.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$5,000.00 Invoice Amount Unencumbered: \$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

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

From: Shelly Dackonish
To: Sonya Evans; Tim Moore
Date: 3/10/2011 11:19 AM
Subject: Partial release of cash security for Crystal Brooke Subdivision
CC: 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~~ 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.

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Crystal Brooke- PFP-2007-030	Construction Costs: \$306,104.52	DIA NOT RECORDED:
DEVELOPER: Crystal Brooke, LLC	20% City Security: \$61,220.91	DIA RECORDED: April 8, 2009
ESCROW AGENCY: City of GJ	Total DIA Amount: \$367,325.43	Book - 4834
		Page - 851

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
Original Construction Cost Estimates 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
Disbursements								
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
								\$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

20% Security Deposit Balance								\$61,220.91
Disbursements								
10-Mar-11	tm						\$5,000.00	\$56,220.91

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

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes	Amounts
5716 - Beckner, Larry			0/2011	03/30/2011	03/30/2011		No	Gross: 56,189.91

PEP-2007-030

Invoice Department: 06-630 PW&P,Planning	Check Sort Code:	Bank Account: Accounts Payable Clearing	Freight:	0.00
225 N 5th Street, Ste 850	Check Code:	Invoice Terms:	State Tax:	0.00
225 N 5th Street, Ste 850	Manual Check: No		County Tax:	0.00
Grand Junction, CO 81501	Check Number:		Local/City Tax:	0.00
			Discount:	0.00
			Retainage:	0.00
			Net Amount:	\$56,189.91

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Crystal Brooke DIA/Refund remainder of warranty deposit	1.0000	EA	56,189.9100	56,189.91

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	56,189.91	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$56,189.91 Invoice Amount Unencumbered: \$0.00

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes	Amounts
2569 - Mesa County Clerk & Recorder	2011Mar30	Recording Fee/Crystal Brooke DIA warranty security/PFP-2007-030	03/30/2011	03/30/2011	03/30/2011		No	Gross: 31.00
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing					State Tax: 0.00
PO Box 20000		Check Code: lgal	Invoice Terms:					County Tax: 0.00
PO Box 20000		Manual Check: No						Local/City Tax: 0.00
Grand Junction, CO 81501		Check Number:						Discount: 0.00
								Retainage: 0.00
								Net Amount: <u>31.00</u>

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/Crystal Brooke DIA warranty security/PFP-2007-030	1.0000	EA	31.0000	31.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	31.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$31.00 Invoice Amount Unencumbered: \$0.00

Development Improvements Guarantee Recap Sheet

Check One:	<input type="checkbox"/> Cash Deposit	<input type="checkbox"/> Letter of Credit (LOC)
	<input checked="" type="checkbox"/> Cash Refund	<input type="checkbox"/> 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

ACCOUNTING INFORMATION

CASH				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					
Recording Fee	\$ 31.00	03/30/11					
BALANCE	\$0.00			BALANCE	\$0.00		

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

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

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DIA RECORDED: April 8, 2009
 Book - 4834
 Page - 851

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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

20% Security Deposit Balance								\$61,220.91	
Disbursements									
10-Mar-11	tm						\$5,000.00	\$56,220.91	
30-Mar-11	sd						\$56,189.91	\$31.00	
30-Mar-11	sd	Check payable to Mesa County Clerk & Recorder to record new warranty 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: _____

Date: _____

Name: Rick Dorris

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*

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. I 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)

RITA CONTRACTOR, 2695 SHARP RIDGE LN, DIAMOND BAR, CA 91765

On behalf 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 swear under penalty of perjury that the foregoing are true.

[Signature]
Rustom N. Contractor

[Signature]
Trustee / Title

State of CALIFORNIA

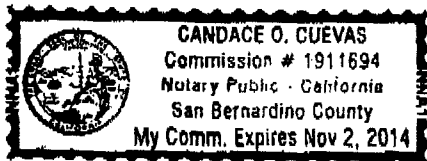
ss

County of SAN BERNARDINO

Sworn to before me and subscribed in my presence by Rustom N. Contractor on this the 23rd day of MARCH 2011.

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

[Signature]
Notary Public



DEED OF TRUST

THIS DEED OF TRUST is entered into this 31 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 (\$61,220.91), 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

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 statutory 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, or (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.

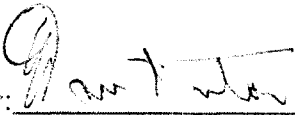
Grantor shall furnish to the Beneficiary copies of all lease forms to be used to lease any portion of the Property. No such lease form shall be effective without the prior written consent of Beneficiary. Such approval shall not be unreasonably withheld.

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.,

By: 

Trustee.

COUNTY OF _____)
) ss
STATE OF COLORADO)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, 2010 by _____.

My commission expires:

Notary Public

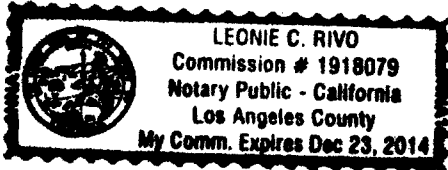
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 2, 2011 before me, Leonie C. Rivo, Public Notary

personally appeared RUSTOM N CONTRACTOR



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
 Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEED OF TRUST
 Document Date: DEC 31, 2010 Number of Pages: THREE (3)
 Signer(s) Other Than Named Above: - NONE -

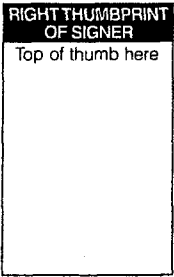
Capacity(ies) Claimed by Signer(s)

Signer's Name: RUSTOM N. CONTRACTOR
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: CONTRACTOR REVOCABLE TRUST

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

City of Grand Junction
Accounts Payable Edit Listing

PPF-2007-030

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Confirming EFT G/L Date	Notes	Amounts
3001 - Rochelle Larson Trust	Reimb2011Apr27	Reimbursement/irrigation pipe repair/Crystal Brooke	04/20/2011	04/20/2011	04/27/2011		No	Gross: 1,250.00
								Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing			State Tax:		0.00
2919 B 1/2 Road		Check Code:	Invoice Terms:			County Tax:		0.00
2919 B 1/2 Road		Manual Check: No			Local/City Tax:		0.00	
Grand Junction, CO 81503		Check Number:			Discount:		0.00	
								Retainage: 0.00
								Net Amount: <u>\$1,250.00</u>

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	ALLOWANCES/REIMBURSEMENTS - Reimbursement/irrigation pipe repair/Crystal Brooke	1.0000	EA	1,250.0000	1,250.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	1,250.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$1,250.00 Invoice Amount Unencumbered: \$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Crystal Brooke- PFP-2007-030	Construction Costs: \$306,104.52	DIA NOT RECORDED:
DEVELOPER: Crystal Brooke, LLC	20% City Security: \$61,220.91	DIA RECORDED: April 8, 2009
ESCROW AGENCY: City of GJ	Total DIA Amount: \$367,325.43	Book - 4834
		Page - 851

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
Original Construction Cost Estimates By Category								
9-Apr-09	rad	\$35,846.00	\$25,305.00	\$88,380.40	\$83,431.00	\$51,986.00	\$21,356.12	\$306,104.52
Disbursements								
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	\$1,250.00
								\$0.00
								\$0.00
Total Disbursed		\$35,846.00	\$25,305.00	\$3,943.20	\$72,803.50	\$42,276.00	\$21,356.13	\$201,329.83
Remaining Disbursable Balance		\$0.00	\$0.00	\$84,437.20	\$10,627.50	\$9,710.00	(\$0.01)	\$104,774.69

20% Security Deposit Balance								\$61,220.91	
Disbursements									
10-Mar-11	tm						\$5,000.00	\$56,220.91	
30-Mar-11	ed						\$56,189.91	\$31.00	
30-Mar-11	ed	Check payable to Ouray County Clerk & Recorder to record new warranty security.						\$31.00	\$0.00
1-Apr-11	sd	New warranty security secured with Deed of Trust for a lot in Ouray County.							\$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: 4-25-11
Title: Development Engineer

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

April 20, 2011

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

Re: 6" 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.

Rochelle Larson

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

Attachment

*Lestie
Can Use 'Crystal
Brook funds
to pay this.
Tuck.
Make payable to Rochelle
Larson.*

Repair bracket
line for Crystal
Brooke

Beethree Services, LLC

1272 18 Road
Fruita, CO 81521

Joe (970) 985-3327

B3 - 0222

Date: 4/17/11

Total \$1,500.00

Load Miles:	<u>equipment time</u>	<u>600.00</u>
Empty Miles:	<u>repair supplies</u>	<u>250.00</u>
Comments:	<u>after hours 2 guy</u>	<u>500.00</u>
	<u>travel fuel sur charge</u>	<u>150.00</u>
	<u>Total</u>	<u>1500.00</u>
	<u>on discount</u>	<u>250.00</u>
	<u>Total</u>	<u>\$1250.00</u>
		<u>paid</u>
		<u>CHS</u>
		<u>2644</u>

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_DIA_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

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
Current Beneficiary	STERLING STYLES DEFINED BENEFIT 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 Colorado, 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 91789-3058, 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:

1. 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: *Sharon Ener*
Sharon Ener
Chief Deputy Public Trustee

When Recorded Return to:

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

PT
35-1

	GRANTED	The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.	<i>Valerie Robison</i> Valerie Robison District Court Judge DATE OF ORDER INDICATED ON ATTACHMENT
DISTRICT COURT, MESA COUNTY, COLORADO 125 North Spruce Grand Junction, Colorado 81501			Δ COURT USE ONLY Δ Case No: 2010 CV 5174
IN THE MATTER OF THE APPLICATION OF: STERLING STYLES DEFINED BENEFIT PENSION PLAN FOR AN ORDER AUTHORIZING THE PUBLIC TRUSTEE OF THE COUNTY OF MESA, STATE OF COLORADO, TO SELL PROPERTY UNDER A POWER OF SALE CONTAINED IN A DEED OF TRUST			
ORDER AUTHORIZING SALE			

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

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

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

SUPPLEMENTAL MAILING
Public Trustee Sale No. 2010-1356

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

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

101356

APPENDIX "A"

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

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/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-630 PW&P,Planning		Batch Date: 09/21/2011	Batch Number: 2011-00002552		Batch Description: Leslie				
5906 - DAG Custom Homes, LLC	2011-101	Locate man holes, clean and repair sewer lines at Crystal Brook <i>PP-2007-030</i>	09/16/2011	09/16/2011	09/21/2011	09/16/2011		No	Gross: 3,142.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		Freight: 0.00				
2511 North 12th Street		Check Code:	Invoice Terms:		State Tax: 0.00				
2511 North 12th Street		Manual Check: No	County Tax: 0.00						
Grand Junction, CO 81501		Check Number:	Local/City Tax: 0.00						
			Discount: 0.00						
			Retainage: 0.00						
			Net Amount: \$3,142.00						

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N	CONTRACT SERVICES - Locate man holes, clean and repair sewer lines at Crystal Brook	1.0000	EA	3,142.0000	3,142.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	3,142.00	0.00

Total Invoice Items: 1 **Invoice Amount Expensed:** \$3,142.00 **Invoice Amount Unencumbered:** \$0.00

Sept. 14, 2011
Inv# 201-101

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

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

Leslie,
Tim Moore asked me to have you
pay this bill & take it from the
"Sheets" column in the disbursement
log. Thanks
Truck

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

DIA NOT RECORDED:
DIA RECORDED: April 8, 2009
 Book - 4834
 Page - 851

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL	
Original Construction Cost Estimates 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	
Disbursements									
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	
27-Apr-11	rad	Check payable to Rochelle Larson Trust					\$1,250.00	\$0.00	\$1,250.00
21-Sep-11	rad	Check payable to DAG Custom Homes, LLC per Tim Moore			\$3,142.00				\$3,142.00
								\$0.00	
Total Disbursed		\$35,646.00	\$25,305.00	\$7,085.20	\$72,803.50	\$42,276.00	\$21,356.13	\$204,471.83	
Remaining Disbursable Balance		\$0.00	\$0.00	\$81,295.20	\$10,627.50	\$9,710.00	(\$0.01)	\$101,632.69	

20% Security Deposit Balance								\$61,220.91	
Disbursements									
10-Mar-11	tm						\$5,000.00	\$56,220.91	
30-Mar-11	sd						\$56,189.91	\$31.00	
30-Mar-11	sd	Check payable to Ouray County Clerk & Recorder to record new warranty security.						\$31.00	\$0.00
1-Apr-11	sd	New warranty security secured with Deed of Trust for a lot in Ouray County.							\$61,220.91

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: _____

Date: _____

Name: Rick Dorris

Title: Development Engineer

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

From: Rick Dorris
To: 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@gjcity.org

>>> On 10/31/2011 at 11:31 AM, in message <EC865901F36F4826A1F4AE3408657851@eric>, "Eric Lederer" <prvs=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" <rickdo@ci.grandjct.co.us>, .

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

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

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

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DEVELOPER: Crystal Brooke, LLC	20% City Security: \$61,220.91	DIA RECORDED: April 8, 2009
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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	
27-Apr-11	rad	Check payable to Rochelle Larson Trust					\$1,250.00	\$0.00	\$1,250.00
21-Sep-11	rad	Check payable to DAG Custom Homes, LLC per Tim Moore		\$3,142.00				\$3,142.00	
2-Nov-11	rad	Check payable to DAG Custom Homes, LLC per Tim Moore		\$2,879.06				\$2,879.06	
Total 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 Deposit Balance								\$61,220.91
Disbursements								
10-Mar-11	tm	Check payable to Attorney Larry Beckner per Tim Moore/Shelly Dackonish					\$5,000.00	\$56,220.91
30-Mar-11	sd	Check payable to Attorney Larry Beckner per Tim Moore/Shelly Dackonish					\$56,189.91	\$31.00
30-Mar-11	sd	Check payable to Ouray County Clerk & Recorder to record new warranty security.					\$31.00	\$0.00
1-Apr-11	sd	New warranty security secured with Deed of Trust for a lot in Ouray County.						\$61,220.91

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: _____
Name: Rick Dorris

Date: _____
Title: Development Engineer

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
5906 - DAG Custom Homes, LLC	1032	Contract grouting/vacuum testing	08/31/2011	08/31/2011	11/02/2011	10/31/2011		No	Gross: 2,879.06

Invoice Department: 06-630 PW&P,Planning	Check Sort Code:	Bank Account: Accounts Payable Clearing	Freight:	0.00
2511 North 12th Street	Check Code:	Invoice Terms:	State Tax:	0.00
2511 North 12th Street	Manual Check: No		County Tax:	0.00
Grand Junction, CO 81501	Check Number:		Local/City Tax:	0.00
			Discount:	0.00
			Retainage:	0.00
			Net Amount:	\$2,879.06

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	CONTRACT SERVICES - Crystal Brook/PFP-2007-030/Manhole grouting/vacuum testing	1.0000	EA	2,879.0600	2,879.06

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	2,879.06	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$2,879.06 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	3
Batch Total Gross:	\$3,233.61
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:	\$3,233.61
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	3
Grand Total Gross:	\$3,233.61
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

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-630 PW&P,Planning		Batch Date: 04/11/2012	Batch Number: 2012-00000972		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	04/11/2012	04/09/2012		No	Gross: 450.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		Freight: 0.00				
550 32 Road		Check Code:	Invoice Terms:		State Tax: 0.00				
550 32 Road		Manual Check: No			County Tax: 0.00				
Clifton, CO 81520		Check Number:			Local/City Tax: 0.00				
					Discount: 0.00				
					Retainage: 0.00				
					Net Amount: \$450.00				

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Repair irrigation @ B 1/2 Road/Crystal Brooke/PFP-2007-030	1.0000	EA	450.0000	450.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	450.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$450.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$450.00
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:	\$450.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$450.00
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

Ben Dowd
EXCAVATING, INC.
550 32 ROAD CLIFTON, CO 81520

Invoice Number: 5825
Invoice Date: 4/6/12
Page: 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

Payment Terms
Net 30 Days

Due Date
5/6/12

REPAIR IRRIGATION @ B 1/2 RD

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

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 Dorris
To: Leslie Ankrum
Date: 4/9/2012 10:47 AM
Subject: 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

PROJECT: Crystal Brooke- PFP-2007-030
DEVELOPER: Crystal Brooke, LLC
ESCROW AGENCY: City of GJ

Construction Costs: \$306,104.52
20% City Security: \$61,220.91
Total DIA Amount: \$367,325.43

DIA NOT RECORDED:
DIA RECORDED: April 8, 2009
 Book - 4834
 Page - 851

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL	
Original Construction Cost Estimates 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	
Disbursements									
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	
27-Apr-11	rad	Check payable to Rochelle Larson Trust					\$1,250.00	\$0.00	\$1,250.00
21-Sep-11	rad	Check payable to DAG Custom Homes, LLC per Tim Moore		\$3,142.00				\$3,142.00	
2-Nov-11	rad	Check payable to DAG Custom Homes, LLC per Tim Moore		\$2,879.06				\$2,879.06	
11-Apr-12	rad	Check payable to Ben Down Excavating				\$450.00		\$450.00	
Total Disbursed		\$35,646.00	\$25,305.00	\$9,964.26	\$72,803.50	\$42,726.00	\$21,356.13	\$207,800.89	
Remaining Disbursable Balance		\$0.00	\$0.00	\$78,416.14	\$10,627.50	\$9,260.00	(\$0.01)	\$98,303.63	

20% Security Deposit Balance								\$61,220.91
Disbursements								
10-Mar-11	tm	Check payable to Attorney Larry Beckner per Tim Moore/Shelly Dackonish					\$5,000.00	\$56,220.91
30-Mar-11	sd	Check payable to Attorney Larry Beckner per Tim Moore/Shelly Dackonish					\$56,189.91	\$31.00
30-Mar-11	sd	Check payable to Ouray County Clerk & Recorder to record new warranty security.					\$31.00	\$0.00
1-Apr-11	sd	New warranty security secured with Deed of Trust for a lot in Ouray County.						\$61,220.91

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: _____

Name: Rick Dorris

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-2011-1281	McDonalds - 1212 North Avenue/King Ventures II, LLC			\$360.00
					<u>\$152,911.55</u>
		Ending DIA Balance as of 12/31/2011			<u>\$304,305.20</u>
		Current DIA Balance			