

DIM94MES

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF AGENCY OR CONTRACTOR: DOROTHY INGRAM

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 727 WEST MESA, CURB,
GUTTER AND SIDEWALK IMPROVEMENTS

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

IMPROVEMENTS AGREEMENT
(Site Plan)

1. **Parties:** The parties to this Improvements Agreement ("the Agreement") are Dorothy Ingram, ("the Developer") and **THE CITY OF GRAND JUNCTION, Colorado** ("the City").
2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded.

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

RECITALS

The Developer seeks permission to develop property within the City, which property is more particularly described on Exhibit A attached and incorporated by this reference hereinafter known as "the Property." The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements and limiting the harmful effects of substandard development. The purpose of this Agreement is to protect the City from the cost of completing improvements itself and is not executed for the benefit to materialmen, laborers, or others providing work, services or materials to the Developer. The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development Code.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those improvements listed on Exhibit B attached hereto and incorporated herein by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The City estimates that \$NONE will be required for City inspection of the required improvements. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement acceptable to the City to post a good and sufficient letter of credit, or deposit with the City cash equivalent to the estimated cost of construction of the improvements or provide a bank disbursement agreement acceptable to the City.

declare a default until a 14 calendar day notice has been given to the Developer;

- c. 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;
- d. Notification to City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. Measure of Damages: The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of a letter of credit, the disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. City's Rights Upon Default: When any event of default occurs, the City may draw on the letter of credit or cash deposit to the extent of the face amount of the credit or full amount of the deposit, less ninety percent (90%) of the estimated cost (as shown on Exhibit B) of all improvements previously accepted by the City, or may exercise its rights to disbursement of loan proceeds or other funds under the disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the disbursement agreement, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the Development by purchase, foreclosure or otherwise, who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of the Development, until the Improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

23. Benefits: The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from this liability under this Agreement.

24. Notice: Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

If to Developer:

Michael M. Pappas
3474 N. 1st
Palmer, CO 81526
434-4967

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, CO 81501

25. Recordation: Developer will pay for any and all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. Immunity: Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

27. 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, letter of credit, disbursement agreement or cash deposit will be deemed to be proper only if such action is commenced in Mesa County Colorado.

Attest:

Stephanie Nye, City Clerk

Developer

By:

Marathy M. Pappas
President

Attest:

[Signature]
Secretary

IMPROVEMENTS LIST/DETAIL

DATE: 3/14/94
 NAME OF DEVELOPMENT: 727 W. Mesa - S.F. home
 LOCATION: 727 W. Mesa
 PRINTED NAME OF PERSON PREPARING: Dorothy M. Ingram

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
. SANITARY SEWER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	_____	_____	_____	_____
4. Sewer Services (incl. trenching, bedding, & backfill)	_____	_____	_____	_____
5. Sanitary sewer manhole(s)	_____	_____	_____	_____
6. Connection to existing manhole(s)	_____	_____	_____	_____
7. Aggregate Base Course	_____	_____	_____	_____
8. Pavement replacement	_____	_____	_____	_____
9. Driveway restoration	_____	_____	_____	_____
0. Utility adjustments	_____	_____	_____	_____
I. DOMESTIC WATER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	_____	_____	_____	_____
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	_____	_____	_____	_____
5. Connect to existing water line	_____	_____	_____	_____
6. Aggregate Base Course	_____	_____	_____	_____
7. Pavement Replacement	_____	_____	_____	_____
8. Utility adjustments	_____	_____	_____	_____
III. STREETS				
1. Clearing and grubbing	_____	_____	_____	_____
2. Earthwork, including excavation and embankment construction	_____	_____	_____	_____
3. Utility relocations	_____	_____	_____	_____
4. Aggregate sub-base course (square yard)	_____	_____	_____	_____
5. Aggregate base course (square yard)	_____	_____	_____	_____
6. Sub-grade stabilization	_____	_____	_____	_____
7. Asphalt or concrete pavement (square yard)	_____	_____	_____	_____
8. Curb, gutter & sidewalk (linear feet)	1 f.	232.29	30.00	\$6,968.70
9. Driveway sections (square yard)	_____	_____	_____	_____
10. Crossspans & fillets	_____	_____	_____	_____
11. Retaining walls/structures	_____	_____	_____	_____
12. Storm drainage system	_____	_____	_____	_____

23503

Bank One, Western Colorado, N.A.
(Bank)
 1211 North Avenue
(Address)
 Grand Junction, Co 81501

Date March 15, 1994		
Letter of Credit No.:		
Beneficiary The City of Grand Junction 250 North 5th Street Grand Junction, Co 81501	Applicant Dorothy M. Ingram 727 West Mesa Avenue Grand Junction, Co 81505	
Attn:	Attn:	
Letter of Credit Amount Not to Exceed: \$6,968.70 (U.S.)	Expiry Date: December 15, 1994 <small>(At our Main Office at 3:00 p.m. local time)</small> 1211 North 7th	

We hereby issue in your favor our Irrevocable Standby Letter of Credit which is available against presentation of your drafts on us at sight. Grand Junction, Co 81501

Drafts must be accompanied by the following documents:

This original letter of credit

Drafts must be accompanied by your written statement signed by authorized signer of the City of _____, stating as follows:
 Grand Junction

That the applicant has failed to construct curb gutter and sidewalk improvements as per the Beneficiary's zoning and development code and/or improvement agreement. The applicant has failed to design and/or construct and/or pay for the improvements. The monies received from this drawing are required to complete such improvements.

Other Terms:

Partial drawings are permitted.

Partial drawings are not permitted. If box is not checked, partial drawings are permitted. This is a Notation Credit and each draft must be accompanied by this Original Credit for endorsement of the amount and date of each draft and the balance remaining.
 The Original Credit must accompany and be surrendered with the final draft.
 Drafts drawn hereunder must indicate the date, number, and expiry date of this Letter of Credit number.
 We hereby agree to honor the drafts drawn under and in compliance with the terms of this Credit upon due presentation and delivery of documents specified above to us on or before the expiry date stated above.
 This Credit is not transferable.
 This Credit shall be governed by and construed in accordance with the Laws of the State of Colorado.

(BANK)

Michael O'Keefe
 By: Authorized Signature

This Credit shall be governed by the Laws of the State of Colorado.

#55-94

MEMORANDUM OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
File #

1675855 12:03 PM 03/25/94
MONIKA TODD CLK&REC MESA COUNTY CO

This memorandum relates to an improvements agreement and guarantee dated 3/8 1994, by and between Dorothy Ingram (Developer) and the City of Grand Junction (City) pertaining to 727 W. Mesa (Project) in the City of Grand Junction.

Whereas, Developer is required to install and construct certain public and private improvements as a condition of approval of the Project, which completion is guaranteed by an improvements agreement and guarantee in the sum of \$ 6,968.70, and

Whereas, the City of Grand Junction and other agencies possessing regulatory authority over the Project and/or the improvements to be constructed, must inspect the improvements and accept the same before the improvements agreement and guarantee are released or if not constructed the City may use the proceeds or collateral of the guarantee to install the improvements, and

Whereas, the existence of the improvements agreement and guarantee may affect certain rights, responsibilities and actions of the Developer, the City or any other person or entity,

NOW THEREFORE, this memorandum is recorded to be notice to the world of the existence of said improvements agreement and guarantee. This memorandum is not a complete summary of the improvements agreement and guarantee. Provisions of this memorandum shall not be used to interpret the terms or provisions of the improvements agreement and/or guarantee. In the event of conflict between this memorandum and the unrecorded improvements agreement and/or guarantee, the unrecorded improvements agreement and guarantee shall control. The improvements agreement and guarantee may be inspected at the City of Grand Junction Community Development Department, 250 N. 5th Street, Grand Junction, CO.

CITY OF GRAND JUNCTION:

[Signature] 3/15/94
Director of Community Development date

DEVELOPER:

[Signature] 3/14/94
date

After recording mail to:

c/o Community Development Department
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

BE IT KNOWN THAT:

WE, DOROTHY M. INGRAM, as owners of the real property described herein, all situate in the City of Grand Junction, Mesa County, Colorado, and more particularly known and described as:

PARCEL I:

A parcel of land situated in Lot 7, Block 4 of West Lake Park Subdivision, being more particularly described as follows:
 Beginning at the Southwest Corner of said Lot 7, Block 4, whose West line bears North $00^{\circ} 17' 27''$ West and all bearings contained herein to be relative thereto;
 thence North $00^{\circ} 17' 27''$ West 66.41 feet;
 thence along the arc of a curve to the left 5.95 feet, whose radius is 129.68 feet and whose delta angle is $02^{\circ} 37' 39''$ to the True Point of Beginning;
 thence continuing along said curve to the right 159.93 feet, whose radius is 129.68 feet and whose delta angle is $70^{\circ} 39' 41''$;
 thence South $20^{\circ} 48' 25''$ East 95.58 feet;
 thence South $76^{\circ} 50' 00''$ West 128.99 feet to the True Point of Beginning.

PARCEL II:

A parcel of land situated in Lot 7, Block 4, West Lake Park Subdivision, being more particularly described as follows:
 Beginning at the Southwest Corner of said Lot 7, Block 4;
 thence North $00^{\circ} 17' 27''$ West 66.41 feet along an arc of a curve to the right 5.95 feet, whose radius is 129.68 feet and whose delta angle is $02^{\circ} 37' 39''$;
 thence North $76^{\circ} 50'$ East 128.99 feet;
 thence South $20^{\circ} 48' 25''$ East 52.10 feet;
 thence South 69° West 153.35 feet to the Point of Beginning,
 Mesa County, Colorado

do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the attached site plan, that Parcels I and Parcels II are and shall be treated as one parcel for the principal use of a single residence and to satisfy setback requirements for any and all structures constructed thereon.

If and when we or our successors in interest build, own or acquire any structure, which has been placed or built on or over the property line between Parcels I and Parcels II, or on or over any portion of said line, or so close thereto that the structure does not meet applicable setbacks and/or bulk requirements then sufficient area from one and/or both lots shall be used to meet any and all required setbacks and bulk requirements as required by the Zoning and Development Code of the City of Grand Junction.

We further understand and agree that Parcels I and Parcels II constitute two parcels but by placement of a use on or sufficiently near the property line that the adjoining and contiguous parcel shall be encumbered by and shall serve as, the necessary area for setback and bulk requirement purposes and either or both lots may be rendered undevelopable for additional uses.

This instrument shall be recorded in the land records of Mesa County and shall be deemed to be a covenant which runs with the land for such time as any or all structure(s) constructed on Parcels I and Parcels II is (are) on or over the lot line, or is (are) so close thereto as to not meet applicable setback and bulk requirements for each lot.

This covenant shall be binding upon any and all successors in interest to the above described property and shall not cease except for and accordance with cause stated herein.

Any agreement, representation or waiver is made knowingly and voluntarily with full understanding and complete knowledge of the consequences thereof.

IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 1st day of March, 1994.

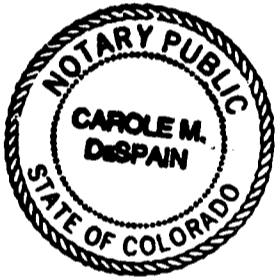
Dorothy M. Ingram
Dorothy M. Ingram

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing agreement was subscribed and sworn to before me this 1st day of March 1994, by DOROTHY M. INGRAM.

Carole M. DeSpain
Notary Public

My Commission Expires: 8/7/94



#55-94

MEMORANDUM OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
File #

1675855 12:03 PM 03/25/94
MONIKA TODD CLK&REC MESA COUNTY CO

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Whereas, Developer is required to install and construct certain public and private improvements as a condition of approval of the Project, which completion is guaranteed by an improvements agreement and guarantee in the sum of \$6,968.70, and

Whereas, the City of Grand Junction and other agencies possessing regulatory authority over the Project and/or the improvements to be constructed, must inspect the improvements and accept the same before the improvements agreement and guarantee are released or if not constructed the City may use the proceeds or collateral of the guarantee to install the improvements, and

Whereas, the existence of the improvements agreement and guarantee may affect certain rights, responsibilities and actions of the Developer, the City or any other person or entity,

NOW THEREFORE, this memorandum is recorded to be notice to the world of the existence of said improvements agreement and guarantee. This memorandum is not a complete summary of the improvements agreement and guarantee. Provisions of this memorandum shall not be used to interpret the terms or provisions of the improvements agreement and/or guarantee. In the event of conflict between this memorandum and the unrecorded improvements agreement and/or guarantee, the unrecorded improvements agreement and guarantee shall control. The improvements agreement and guarantee may be inspected at the City of Grand Junction Community Development Department, 250 N. 5th Street, Grand Junction, CO.

CITY OF GRAND JUNCTION:

Jerry Tom 3/15/94
Director of Community Development date

DEVELOPER:

Dorothy M. Ingram 3/14/94
date

After recording mail to:

c/o Community Development Department
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

BE IT KNOWN THAT:

WE, DOROTHY M. INGRAM, as owners of the real property described herein, all situate in the City of Grand Junction, Mesa County, Colorado, and more particularly known and described as:

PARCEL I:

A parcel of land situated in Lot 7, Block 4 of West Lake Park Subdivision, being more particularly described as follows:
 Beginning at the Southwest Corner of said Lot 7, Block 4, whose West line bears North 00° 17' 27" West and all bearings contained herein to be relative thereto;
 thence North 00° 17' 27" West 66.41 feet;
 thence along the arc of a curve to the left 5.95 feet, whose radius is 129.68 feet and whose delta angle is 02° 37' 39" to the True Point of Beginning;
 thence continuing along said curve to the right 159.93 feet, whose radius is 129.68 feet and whose delta angle is 70° 39' 41";
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 thence North 76° 50' East 128.99 feet;
 thence South 20° 48' 25" East 52.10 feet;
 thence South 69° West 153.35 feet to the Point of Beginning,
 Mesa County, Colorado

do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the attached site plan, that Parcels I and Parcels II are and shall be treated as one parcel for the principal use of a single residence and to satisfy setback requirements for any and all structures constructed thereon.

If and when we or our successors in interest build, own or acquire any structure, which has been placed or built on or over the property line between Parcels I and Parcels II, or on or over any portion of said line, or so close thereto that the structure does not meet applicable setbacks and/or bulk requirements then sufficient area from one and/or both lots shall be used to meet any and all required setbacks and bulk requirements as required by the Zoning and Development Code of the City of Grand Junction.

We further understand and agree that Parcels I and Parcels II constitute two parcels but by placement of a use on or sufficiently near the property line that the adjoining and contiguous parcel shall be encumbered by and shall serve as, the necessary area for setback and bulk requirement purposes and either or both lots may be rendered undevelopable for additional uses.

This instrument shall be recorded in the land records of Mesa County and shall be deemed to be a covenant which runs with the land for such time as any or all structure(s) constructed on Parcels I and Parcels II is (are) on or over the lot line, or is (are) so close thereto as to not meet applicable setback and bulk requirements for each lot.

This covenant shall be binding upon any and all successors in interest to the above described property and shall not cease except for and accordance with cause stated herein.

Any agreement, representation or waiver is made knowingly and voluntarily with full understanding and complete knowledge of the consequences thereof.

IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 1st day of March, 1994.

Dorothy M. Ingram
Dorothy M. Ingram

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing agreement was subscribed and sworn to before me this 1st day of March 1994, by DOROTHY M. INGRAM.

Carole M. Despain
Notary Public

My Commission Expires: 8/7/94



RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
FILE # 55-94

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated March 15, 1994, and recording at Book 2058, Page 305 of the land records of Mesa County, Colorado, by and between Dorothy Ingram (Developer) and the City of Grand Junction (City) pertaining to 727 W. Mesa Avenue (Project).

BOOK 2271 PAGE 365
1774145 0322PM 10/14/96
MONIKA TODD CLK&REC MESA COUNTY CO

Legal Description: See attached Exhibit A.

Whereas, certain public and private improvements at and for the Project, were guaranteed by the execution of an Improvements Agreement and Guarantee, and

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to release the portion of the guarantee pertaining to the improvements under their jurisdiction, do release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: J. Don Newton 10-8-96
City Engineer Date
NA
City Utilities Manager Date
NA
Fire Marshal Date

UTE WATER:

By: NA
Date

GRAND JUNCTION DRAINAGE:

By: NA
Date

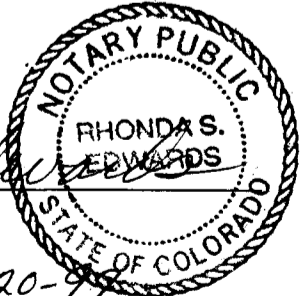
In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 2058, Page 305 of the Mesa County land records are hereby released.

Katherine M. Fortner 10/8/96
Director of Community Development Date

The foregoing instrument was executed before me this 8th day of October, 1996 by Katherine M. Fortner, Director of Community Development for the City of Grand Junction, Colorado.

Witness my hand & official seal.

Rhonda S. Edwards
Notary Public



My commission expires 9-20-97