

JAS93PTR

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| TYPE OF RECORD:      | PERMANENT  |
| CATEGORY OF RECORD:  | DEVELOPMENT IMPROVEMENTS AGREEMENT<br>(Improvement Security Agreement) |
| NAME OF CONTRACTOR:  | JOHN A. SIEGFRIED  |
| PROJECT/SUBDIVISION: | PTARMIGAN RIDGE – FILING #6  |
| LOCATION:            | W. OF 27.5 ROAD AT CORTLAND WAY  |
| TAX PARCEL #:        | 2945-012-00-011  |
| FILE #:              | FPP-1993-023   |
| CITY DEPARTMENT:     | PUBLIC WORKS AND PLANNING  |
| YEAR:                | 1993   |
| EXPIRATION DATE:     | NONE   |
| DESTRUCTION DATE:    | NONE   |

**IMPROVEMENTS SECURITY AGREEMENT**

**BOOK 2019 PAGE 865**

1. **Parties:** The parties to this Improvements Security Agreement ("the Agreement") are John A. Siegfried ("the Developer") and the City of Grand Junction, Colorado ("the 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 will be October 26, 1993.

1658695 10:22 AM 10/29/93  
MONIKA TODD CLK&REC MESA COUNTY CO

**RECITALS**

The Developer has developed property within the City known as Ptarmigan Ridge Filing #6.

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 developments.

The purpose of this Agreement is to protect the City from bearing the whole cost of completing necessary improvements and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development.

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

**DEVELOPER'S OBLIGATION**

3. By Ordinance, the developer is legally obligated to design, construct and install, at its own expense, those off-site improvements listed on Exhibit "A" attached and incorporated by this reference. The Developer has chosen to pay the estimated and agreed upon cost of said improvements in lieu of their construction.

4. To secure the performance of its obligations under this Agreement, the Developer has entered into this Agreement with the City.

5. The Developer shall post with the City his irrevocable letter of credit in the principal sum of \$17,500 to secure the payment of said sum to the City. Said irrevocable letter of credit shall not expire before 08/15/94. The form of the letter of credit is labeled Exhibit "B" and is attached hereto and incorporated herein by this reference as if fully set forth.

6. The City will call the letter of credit to obtain \$17,500 in cash and will use such cash for the purpose of completing the Improvements.

7. The following conditions, occurrences or actions will cause the letter of credit to become immediately due and owing:

- a. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy by the Developer;
- b. Notification to the City, by any lender with a valid lien on the property, of a default on an obligation which is secured by such obligation;
- c. Initiation of any foreclosure action of any valid lien or initiation of valid mechanics lien(s) or procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

8. The City may draw on the letter of credit to collect, to the extent of the face amount of the credit, on or after 01/01/94, without notice or demand to the Developer. The City will have the right to complete the improvements or it may hold and commingle the proceeds of the letter of credit as it determines in its sole and absolute discretion. The City may assign the proceeds of the letter of credit as it may deem appropriate.

9. 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. Such amendment or modification shall be properly notarized before it may be effective.

10. Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees, from the opposing party. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.

11. The City does not warrant by this Agreement that the Developer is entitled to other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.


12. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

13. The benefits and obligations of this Agreement are personal and may not be assigned by the Developer without the express written approval of the City. Such approval may not be

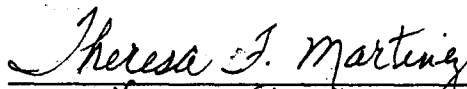
unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement.

14. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

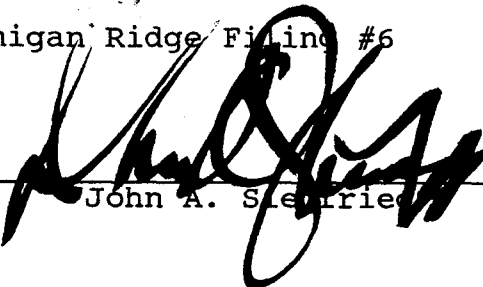
City of Grand Junction

By:   
Mark K. Achen  
City Manager

ATTEST:

  
Theresa J. Martinez  
City Clerk

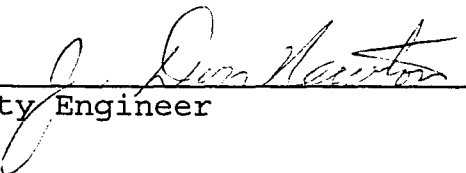
Ptarmigan Ridge Filing #6

By:   
John A. Sierrie

Community Development File #23-93  
Ptarmigan Ridge Subdivision, Filing #6

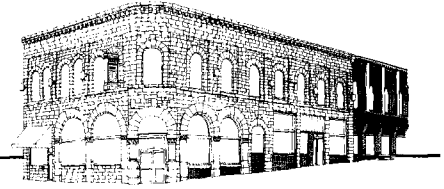
As per the Zoning and Development Code the developer of Ptarmigan Ridge, Filing #6 is responsible for 1/2 street improvements for the development's frontage along 27 1/2 Road. Such improvements, including curb, gutter, sidewalk, pavement mat and other associated infrastructure improvements, are estimated to cost \$50.00 per linear foot. Therefore, the cost to the developer is:

$$350 \text{ feet} \times \$50.00 = \$17,500$$

  
\_\_\_\_\_  
City Engineer

10-27-93  
Date

*Birmingham Filing*



## **BURNS NATIONAL BANK**

*"Part of the Largest Financial Institution in the Four Corners Area"*

October 15, 1993

IRREVOCABLE LETTER OF CREDIT

All drafts must be marked:  
Drawn under Credit No. 4275-3

City of Grand Junction,

We hereby establish our Irrevocable Letter of Credit in your favor for the account of: JOHNNIE A. SIEGFRIED and E. B. HAMILTON, JR.

up to the aggregate amount of NINETY FOUR THOUSAND NINE HUNDRED SIXTY FOUR AND 70/100s (\$94,964.70), available by your draft drawn at sight on The Burns National Bank, Durango, Colorado.

This Letter of Credit is effective immediately for an amount not to exceed the sum shown hereon.

The amount and date of negotiation must be endorsed on the back thereof by the negotiator.

The draft drawn under this Letter of Credit must be accompanied by the following:

A demand request by the City Engineer at any time prior to midnight on October 15, 1994.

We hereby agree with the drawers, endorsers and bona fide holder of drafts drawn under and in compliance with the terms of this credit that such credit will be duly honored upon presentation of the drawee.

Except as otherwise expressly stated therein, this credit is subject to Article V of the Colorado Uniform Commercial Code.

Sincerely,

*Bonnie M. Kinney*

Bonnie M. Kinney  
Vice President

THIS CREDIT EXPIRES: 8/15/94



12 AUGUST 1994

City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (303) 244-1599

BONNIE KINNEY  
c/o BURNS NATIONAL BANK  
900 MAIN AVENUE  
POST OFFICE BOX N  
DURANGO, COLORADO 81302-2950

Re: Letter of Credit No. 4276-5  
Sent Via Federal Express

Dear Ms. Kinney,

Pursuant to our conversation of earlier this afternoon please find enclosed the original letter of credit, number 4276-5 established in favor of John A. Siegfried and E.B. Hamilton in the amount of seventeen thousand five hundred dollars (\$17,500.00) and the demand letter signed by the City Engineer drawing against said credit.

Mr. Hamilton met with City staff today and authorized that the credit may be negotiated by facsimile and mail transactions. Pursuant to that authorization I called you and arranged this transaction. Upon receipt of the enclosed demand and the original letter please issue a bank draft in the amount of \$17,500.00 payable to the City of Grand Junction. The draft should be sent to the attention of Mr. Don Newton, City Engineer, at the address below.

If you have questions or problems arise with the transaction please call me at your earliest convenience.

Thank you for your cooperation and assistance in this matter.

OFFICE OF THE CITY ATTORNEY  
DAN E. WILSON, CITY ATTORNEY

by: 

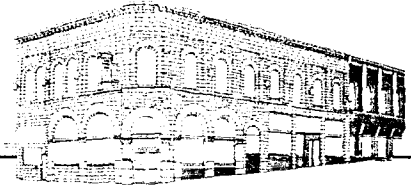
John P. Shaver  
Assistant City Attorney  
250 North 5th Street  
Grand Junction, CO 81501  
(303) 244-1501

pc: Don Newton, City Engineer  
Larry Timm, Director of Community Development



# BURNS NATIONAL BANK

*"Part of the Largest Financial Institution in the Four Corners Area"*



August 15, 1994

John Shaver, Assistant City Attorney  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

RE: Letter of Credit #4275-5, Hamilton & Siegfried

Dear Mr. Shaver:

Please accept this letter as guarantee that the above referenced Letter of Credit was issued on October 15, 1993 with an expiration date of August 15, 1994. This expiration date should have been October 15, 1994. This Letter of Credit should have been in place for a period of one year from the date of the letter.

If you need any further information please contact me.

Sincerely,

Bonnie M. Kinney  
Vice President