

JST97PHS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENT AGREEMENT

NAME OF AGENCY OR CONTRACTOR: JUST COMPANIES, INC., EDISON
LENHART, PRESIDENT AND GRAND VALLEY NATIONAL BANK

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PHEASANT
RIDGE ESTATES

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: Just Companies, Inc.

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BANK: Grand Valley National Bank

1796605 1217PM 04/28/97
MONIKA TODD CLK&REC MESA COUNTY CO

PROPERTY: Pheasant Ridge Estates

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 279,810.

This Agreement is entered into by and between Just Companies, Inc. ("Developer"), Grand Valley National Bank ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to Pheasant Ridge Estates ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to loan funds to the Developer for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ 279,810, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall dedicate or set aside the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Improvements Agreement, the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: 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. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

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(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by the signature of Edison S. Lenhart, President (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorneys fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

DISBURSEMENT AGREEMENT
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Dated this 25 day of April, 1997.

(BANK) Grand Valley National Bank

By: [Signature]
Title John W. Stevenson-SVP

925 N. 7th St., Grand Junction, CO 81501
Address

(DEVELOPER) Just Companies, Inc

By: [Signature]
Title

826 21 1/2 Rd. G.J., Co.
Address

CITY OF GRAND JUNCTION

By: [Signature]
Director of Community Development KA

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Just Companies, Inc, Developer, Grand Valley National Bank as Bank, and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

(name) Edison S. LENHART [Signature]
(signature)

(name) KATHRYN M. LENHART [Signature]
(signature)

(name) _____
(signature)

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DEVELOPER'S GENERAL CONTRACTOR:

SAME AS DEVELOPER
(name) (signature)

DEVELOPER'S PROJECT ENGINEER:

Thompson-Langford Corporation
James E. Langford, Sec. James E. Langford, Sec. 3/21/97
(name) (signature)

DEVELOPER'S ARCHITECT:

N/A
(name) (signature)

CITY ENGINEER:

Kenneth Ashbeck 4/25/97
(name) (signature)

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are Just Companies, Inc. ("the Developer") and **THE CITY OF GRAND JUNCTION, Colorado** ("the City").

THEREFORE, 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 the date ~~that this agreement is recorded which is not sooner than recordation of the~~ of recording this agreement.

RECITALS

The Developer seeks permission to develop property within the City to be known as Pheasant Ridge Estates, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself 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. **Improvements:** The Developer will 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. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. 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 which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 12 months from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer shall comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights 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.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (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 the 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 the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For 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 or the amount of a letter of credit, the subdivision improvements 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, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security 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 improvements 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 improvements disbursement agreement, the escrowed collateral, 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 lots within 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.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns 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 of work at the development or the Property

pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will 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 will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **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 authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

18. **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, will be entitled to costs, including reasonable attorney's fees and expert witness 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.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any 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.

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

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not 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 a court or courts of competent jurisdiction 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 under the improvements disbursement agreement 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 his 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: Ed Lenhart
 Just Companies, Inc.
 826 21 1/2 Road
 Grand Junction, CO 81505

If to City: City of Grand Junction
 Community Development Director
 250 N. 5th Street
 Grand Junction, Colorado 81501

25. **Recordation:** Developer will pay for 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 law.

27. **Personal Jurisdiction and Venue:** 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, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court, whether state or federal.

28. The **improvements guarantee** required by the City Code to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms:

X (I) disbursement agreement between a bank doing business in Mesa County and the

City, or

 (II) a good and sufficient letter of credit acceptable to the City, or

 (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements.

 (IV) other; see attached.

The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement.

The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

Exhibit C, attached hereto and incorporated herein by this reference as if fully set forth, is the City approved and accepted guarantee for this project.

- 29. a. Conditions of 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 improvements shall have been accepted by the City.

Prior to requesting final acceptance of streets, storm drainage facilities, or other required improvements, the Developer shall furnish to the City Engineer as-built drawings in reproducible form, blueline stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications.

- b. Phased Development: 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 his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

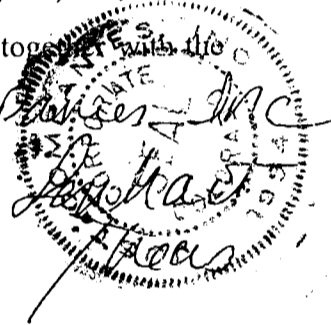
Kathleen M. Portson 4/25/97
Director of Community Development Date



Attest: Stephanie Nye by Theresa J. Martin 4-25-97
City Clerk Deputy City Clerk Date

Just Companies Inc. by Ellen [Signature] 4/8/97
Developer Date
(If Corporation, to be signed by the President and attested to by the Secretary together with the Corporate seals)

Just Companies Inc.
By Kathryn M. [Signature]
Sec



TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.
USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.



Lot 1 in
PHEASANT RUN CONDOS,
EXCEPT Beginning at the Southeast Corner of Section 1,
Township 1 South, Range 1 West, Ute Meridian,
thence North 89°46' West 603 feet,
thence North 480 feet, thence South 89°46' East 603 feet to the East line of said Section 1,
thence South 480 feet to the point of beginning,

Mesa County, Colorado

ROAD VACATION

A parcel of land situated in the of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point which bears North 66° 41'58" East a distance of 782.38 feet from the east 1/16 corner on the south line of said Section 1, a Mesa County Survey Marker whence the southeast corner of said Section 1, a Mesa County Survey Marker, bears South 89° 46'00" East a distance of 1321.57 feet with all bearings herein relative thereto;
Thence South 00°00'00" West, a distance of 29.24 feet;
Thence 17.28 feet along the arc of a 136.50 foot radius non-tangent curve to the left, through a central angle of 7°15'11", with a chord bearing South 61°34'36" West, a distance of 17.27 feet;
Thence South 57°57'00" West tangent to said curve, a distance of 95.42 feet;
Thence 92.12 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 32°17'00", with a chord bearing South 74°05'30" West, a distance of 90.91 feet;
Thence North 89°46'00" West tangent to said curve, a distance of 103.73 feet;
Thence 72.59 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 25°26'20", with a chord bearing North 77°02'50" West, a distance of 72.00 feet;
Thence North 64°19'40" West tangent to said curve, a distance of 26.77 feet;
Thence 86.99 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 30°29'00", with a chord bearing North 49°05'10" West, a distance of 85.97 feet;
Thence North 33°50'40" West tangent to said curve, a distance of 48.22 feet;
Thence 215.61 feet along the arc of a 50.00 foot radius tangent curve to the right, through a central angle of 247°04'22", with a chord bearing North 89°41'31" East, a distance of 83.35 feet; to a point of reverse curvature;
Thence 85.13 feet along the arc of a 50.00 foot radius curve to the left, through a central angle of 97°33'24", with a chord bearing South 15°33'00"

East, a distance of 75.22 feet;
 Thence South 64°19'40" East tangent to said curve, a distance of 26.77 feet;
 Thence 60.60 feet along the arc of a 136.50 foot radius tangent curve to the left, through a central angle of 25°26'20", with a chord bearing South 77°02'50" East, a distance of 60.11 feet;
 Thence South 89°46'00" East tangent to said curve, a distance of 103.73 feet;
 Thence 76.91 feet along the arc of a 136.50 foot radius tangent curve to the left, through a central angle of 32°17'00", with a chord bearing North 74°05'30" East, a distance of 75.90 feet;
 Thence North 57°57'00" East tangent to said curve, a distance of 95.42 feet;
 Thence 32.97 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 11°33'14", with a chord bearing North 63°43'37" East, a distance of 32.91 feet; to the Point of Beginning.

Containing 0.507 Acres, more or less.

EASEMENT VACATION

A 10.00 foot wide easement situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement lying 5.00 feet each side of the following described centerline:

Beginning at a point on the north line of Pheasant Run Condos, a plat on file and recorded in Mesa County, which bears North 03°49'54" East 481.14 feet;
 Thence North 02°46'46" East, a distance of 30.04 feet; to the Point of Termination of the easement herein described.

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

DRAINAGE EASEMENT

A 10.00 foot wide easement situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement lying 5.00 feet each side of the following described centerline:

Beginning at a point on the north line of Pheasant Run Condos, a plat on file and recorded in Mesa County, which bears North 03°49'54" East 481.14 feet;
 Thence North 02°46'46" East, a distance of 30.04 feet; to the Point of Termination of the easement herein described.

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

DATE: 3/14/97
 NAME OF DEVELOPMENT: PHEASANT RIDGE ESTATES
 LOCATION: SE 1/4, SEC. 1, T1S, R1W, UTE MERIDIAN
 GRAND JUNCTION, COLORADO
 PRINTED NAME OF PERSON PREPARING Jim Langford/Kent Marsh

CONSTRUCTION COST ESTIMATE:

	Units	Quantity	Unit Price	Total Price
Water system:				
1 Dry Tap Existing Main	EA	1.00		0
2 8" Fittings w/thrust blocks	EA	11.00	200.00	2,200
3 8" Gate Valve and Boxes	EA	3.00	800.00	2,400
4 6" Gate Valve and Boxes	EA	1.00	700.00	700
5 8" PVC Waterline	LF	1015.00	12.00	12,180
6 6" PVC Waterline	LF	200.00	11.00	2,200
7 6" Fittings w/thrust blocks	EA	4.00	180.00	720
8 8" Plug w/thrust block	EA	1.00	150.00	150
9 8" x 6" Concentric Reducer	EA	1.00	150.00	150
10 Fire Hydrant Assemblies	EA	4.00	2,500.00	10,000
11 3/4" Copper Service tap	EA	33.00	140.00	4,620
12 3/4" Copper Service line	LF	1120.00	9.00	10,080
13 Wet Tap Existing Main	EA	1.00	350.00	350
			Sub-total Potable Water:	45,750

	Units	Quantity	Unit Price	Total Price
Sewer system:				
1 Connect to Exist. 8" Main.	LS	1.00	800.00	800
2 8-inch PVC Sewer	LF	740.00	15.00	11,100
3 San. Sew. Manholes	EA	5.00	1,500.00	7,500
4 Drop San. Sew. Manholes	EA	1.00	2,500.00	2,500
5 4" single family service tap	EA	33.00	55.00	1,815
6 4" single family service line	LF	1681.00	9.00	15,129
7 Conc Sewer Encasement	LF	112.00	20.00	2,240
8 Service Cleanout	EA	1.00	70.00	70
9 Adjust SS MH to grade	EA	3.00	350.00	1,050
			Sub-total Sanitary Sewer:	42,204

	Units	Quantity	Unit Price	Total Price
Site paving and grading				
1 Mobilization	LS	1.00	1800.00	1,800
2 Clearing and Grubbing	LS	1.00	3600.00	3,600
3 Roadway excavation	CY	1496.00	1.50	2,244
4 Overlot Grading/Excavation	CY	3172.00	1.00	3,172
5 Overlot Grading/Embankment	CY	5230.00	1.00	5,230
6 R & D Asphalt	SY	13.00	4.00	52

7 Class-6 A.B.C	TONS	2687.00	9.00	24,183
8 Asphalt (GR. C)	TONS	832.00	30.00	24,960
9 6.5' Mountable curb/gutter/walk	LF	1709.00	11.50	19,654
10 8' Concrete Path	SY	116.00	19.00	2,204
11 Concrete 3' V-Pan	LF	388.00	11.00	4,268
12 Intersection radii & aprons	SY	189.00	32.00	6,048
13 Street/Stop Signs	EA	8.00	125.00	1,000
14 Street Lights	EA	4.00	1500.00	6,000
15 Concrete Mailbox Pads	LS	2.00	380.00	760
16 2.5' Barrier Curb and Gutter	LF	263.00	11.00	2,893
17 Concrete Driveway Section	SY	77.00	34.00	2,618
18 Asphalt patch	SY	13.00	50.00	650
19 R & D 8' Curb/Gutter/Walk	LF	110.00	2.50	275
Sub-total Paving and Grading:				111,611

Drainage	Units	Quantity	Unit Price	Total Price
1 Storm Inlet W/Curb Opening	EA	1.00	1,500.00	1,500
2 18" PVC Storm Sewer	LF	39.00	25.00	975
3 24" PVC Storm Sewer	LF	88.00	40.00	3,520
4 12" nominal size Rip-Rap	SY	28.00	20.00	560
5 Detention Pond Outlet Structure	LS	1.00	1,600.00	1,600
6 Detention Pond Excavation	CY	256.00	4.00	1,024
Sub-total Drainage:				9,179

Irrigation system:	Units	Quantity	Unit Price	Unit Price
1 8" Irrigation line	LF	1580.00	5.50	8,690
2 6" Irrigation line	LF	900.00	4.75	4,275
3 4" Irrigation line	LF	210.00	4.00	840
4 8" Bends or Tees	EA	5.00	90.00	450
5 6" Bends or Tees	EA	17.00	70.00	1,190
6 4" Bends or Tees	EA	4.00	25.00	100
7 8" Gate Valve and Boxes	EA	1.00	600.00	600
8 6" Gate Valve and Boxes	EA	2.00	500.00	1,000
9 Irrigation Services	EA	33.00	95.00	3,135
10 Irrigation Manhole	EA	1.00	600.00	600
11 Connect to Exist. Riser	EA	1.00	400.00	400
12 2" Irrigation line	LF	280.00		0
Sub-total Irrigation:				21,280

Miscellaneous	Units	Quantity	Unit Price	Total Price
1 Grass area development	SF	9710.00	1.00	9,710
2 Planting bed development	SF	10100.00	2.25	22,725
3 Patterson Road Screen Fencing	LF	350.00	8.50	2,975
4 Construction Engineering	1.50% LS	1.00	3,450.35	3,450
5 Construction Surveying	2.00% LS	1.00	4,600.47	4,600
6 Developer's Inspection Costs	1.25% LS	1.00	2,875.29	2,875
7 Quality Control Testing	1.00% LS	1.00	2,300.24	2,300
8 City Inspection Fees	0.50% LS	1.00	1,150.12	1,150
Sub-total Miscellaneous:				49,786

Total Estimated Cost of Improvements:

279,810

Just Company Inc. by Edward L. Lee
SIGNATURE OF DEVELOPER

4/8/97
DATE

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

Kerrie Ashlock
CITY ENGINEER

4/25/97
DATE

Katherine M. Poston
COMMUNITY DEVELOPMENT *KKA*

4/25/97
DATE

This Cross License Agreement is entered into and effective as of the date set forth herein, by and between JUST COMPANIES, INC., (herein "Just Companies, Inc."), whose address is 826 21 1/2 Road, Grand Junction, CO 81501, and RAY RICKARD, ~~RICHARD VINCENT~~, and RONALD D. VINCENT, (herein collectively referred to as "RICKARD/VINCENT"), whose address is c/o Hill & Homes Real Estate, 1204 North 7th Street, Grand Junction, CO 81501.

I. RECITALS

1796606 1217PM 04/28/97
MONIKA TODD CLK® MESA COUNTY CO

WHEREAS, JUST COMPANIES, INC. owns certain real property located in the SE1/4SE1/4 of Section 1, Township 1 South, Range 1 West, Ute Principal Meridian, Mesa County, Colorado, more particularly described as Lot 1, Pheasant Run Condos, according to the Plat thereof filed on March 18, 1981 in Plat Book 12 at Page 361 of the Mesa County, Colorado, Public Real Estate Records, EXCEPTING that part of Lot 1, Pheasant Run Condos beginning at the southeast corner of said Section 1, thence N 89°46'00" W 603.00 feet; thence N 0°00'00" E 480.00 feet; thence S 89°46'00" E 603.00 feet; thence S 0°00'00" W 480.00 feet to the point of beginning, (herein referred to as the "Pheasant Ridge Estates Subdivision"); and

WHEREAS, RICKARD/VINCENT own and control certain real property located in the SE1/4SE1/4, Section 1, Township 1 South, Range 1 West, Ute Principal Meridian, more particularly described as that part of Lot 1, Pheasant Run Condos, according to the Plat thereof filed on March 18, 1981 in Plat Book 12 at Page 361 of the Mesa County, Colorado, Public Real Estate Records, beginning at the southeast corner of said Section 1; thence N 89°46'00" W 603 feet; thence N 0°00'00" E 480 feet; thence S 89°46'00" E 603 feet; thence S 0°00'00" W 480 feet to the point of beginning, EXCEPTING therefrom that parcel of property platted as the Spring Valley Townhome Condominiums as shown on the plat thereof filed on September 24, 1981 in Condominium Plat Book 1, Page S-69 as Reception No. 1269899 of the Mesa County, Colorado, Public Real Estate Records, (herein the "Rickard/Vincent Property"); and

WHEREAS, the Pheasant Ridge Estates Subdivision which is owned by JUST COMPANIES, INC. is currently unimproved ground which is situate immediately West of the Rickard/Vincent Property, which is also unimproved ground and the two properties have a common boundary; and

WHEREAS, in order to obtain approval from the City of Grand Junction for the development of Pheasant Ridge Estates Subdivision and the Rickard/Vincent Property, the City has required that when fully developed, an internal street, to be designated "Spring Side Court", provide for traffic flow within Pheasant Ridge Estates Subdivision and the Rickard/Vincent Property, such that both properties, when fully developed, will have continuous internal public street access from Patterson Road through to 28 Road; and

WHEREAS, JUST COMPANIES, INC. and RICKARD/VINCENT both plan to develop their respective properties, but cannot at the present time ascertain the order of development, and, in order to obtain approval for development from the City of Grand Junction, the first property to be developed must provide a cul-de-sac for Spring Side Court sufficient to allow traffic to turn around at the common boundary between the parties respective properties; and

WHEREAS, the parties desire to enter into this irrevocable Cross License Agreement in order to provide the first of them to develop their respective properties the right, as part of the construction of Spring Side Court, to locate a cul-de-sac for temporary termination of Spring Side Court upon the parcel of the other party, until such time that the such adjoining parcel is finally developed and the construction of Spring Side Court is finally completed thereon;

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto have granted and by this Agreement do grant unto one another an irrevocable License in their respective properties, as above described, which License shall be appurtenant to the property of the party receiving the same, upon the terms hereinafter set forth:

1. License for the Benefit of Pheasant Ridge Estates Subdivision.
If Pheasant Ridge Estates Subdivision shall be first developed, RICKARD/VINCENT hereby grant to JUST COMPANIES, INC., or its successors and assigns, as an appurtenance to and for the benefit of Pheasant Ridge Estates Subdivision, an irrevocable License coupled with an interest, allowing the then owner/developer of Pheasant Ridge Estates Subdivision to install and maintain a cul-de-sac for the termination of Spring Side Court, which cul-de-sac is fifty (50) feet in radius, upon that part of the Rickard/Vincent Property described in Exhibit "A" attached hereto and incorporated by this reference as if fully set forth.
2. License for the Benefit of the Rickard/Vincent Property.
If the Rickard/Vincent Property shall be first developed, JUST COMPANIES, INC. hereby grants to RICKARD/VINCENT, or their successors and assigns, as an appurtenance to and for the benefit of the Rickard/Vincent Property, an irrevocable License coupled with an interest, allowing the then owner/developer of the Rickard/Vincent Property to install and maintain a cul-de-sac for the termination of Spring Side Court, which cul-de-sac is fifty (50) feet in radius, upon that part of Pheasant Ridge Estates Subdivision described in Exhibit "B" attached hereto and incorporated by this reference as if fully set forth.
3. Effective Date and Termination of License.

The cross licenses granted pursuant to this Agreement shall continue from the date of this Agreement until such time as Spring Side Court shall have been finally constructed upon both the Rickard/Vincent Property and Pheasant Ridge Estates Subdivision and approved by the City of Grand Junction, Colorado.

Upon acceptance of the entirety of Spring Side Court, or such similar street, by the City of Grand Junction, Colorado, as a public street connecting Patterson Road to 28 Road through Pheasant Ridge Estates Subdivision and the Rickard/Vincent Parcel, the cross License provided under this Agreement shall automatically terminate without the need for either party to record any additional document or conveyance to the other party.

4. Cost of Installing Temporary Cul-de-sac Pursuant to License.

The party to this Agreement who shall first develop its/their respective property shall bear the entire cost of installing the cul-de-sac on the adjacent parcel of the other party. Said cul-de-sac shall be fifty (50) feet in radius and shall be constructed of materials, including road base and asphalt, to a standard acceptable to the City of Grand Junction.

Book 2320 Page 728

5. Ownership of Materials Installed Under License.

Upon the termination of the License as provided in paragraph 3, above, the materials which have been used to construct the cul-de-sac shall be and remain the property of the owner of the parcel upon which such materials were installed. The party to this Agreement, which has incurred the cost of installing the materials, shall not be responsible for removal or disposal of the cul-de-sac or the materials from which the cul-de-sac is constructed, nor shall such party be entitled to obtain any reimbursement for the cost of constructing such cul-de-sac.

6. License to Run With the Land.

The Cross Licenses granted pursuant to this Agreement, including the benefits and the burdens to Pheasant Ridge Estates Subdivision and the Rickard/Vincent Property shall run with the respective parcels and shall be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representative of the parties hereto.

IN WITNESS WHEREOF, the respective parties have executed this Cross License Agreement on this 25th day of April, 1997.

JUST COMPANIES, INC.

By

[Signature]
Edison S. Lenhart
President

RICKARD/VINCENT

[Signature]
RAY RICKARD

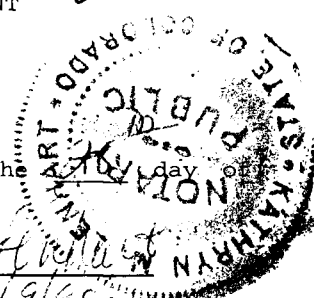
[Signature]
RICHARD VINCENT

[Signature]
RONALD D. VINCENT

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

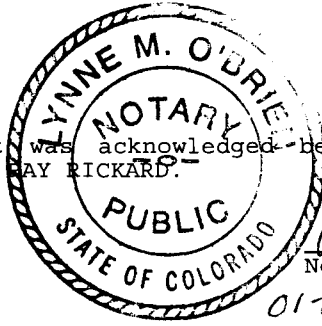
The foregoing instrument was acknowledged before me on the 25th day of April, 1997, by EDISON S. LENHART.

[Signature]
Notary Public 4/9/98



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me on the 24th day of April, 1997, by RAY RICKARD.



[Signature]
Notary Public 01-29-2000

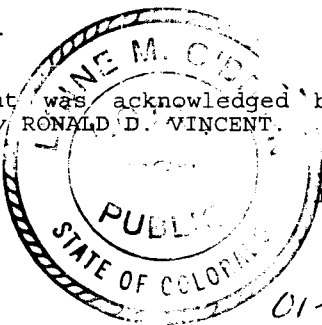
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

~~The foregoing instrument was acknowledged before me on the ___ day of ___, 1997, by RICHARD VINCENT.~~

~~Notary Public~~

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me on the 24th day of April, 1997, by RONALD D. VINCENT.



[Signature]
Notary Public 01-29-2000

EASEMENT DESCRIPTION.

A parcel of land situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the East sixteenth corner on the south line of said Section 1, whence a Mesa County Survey Marker for the southeast corner of said Section 1 bears South 89°46'00" East with all bearings herein relative thereto;
 Thence South 89°46'00" East, a distance of 718.57 feet;
 Thence North 00°00'00" East, a distance of 280.91 feet to the Point of Beginning;
 Thence North 00°00'00" West, a distance of 45.65 feet;
 Thence 266.76 feet along the arc of a 50.00 foot radius non-tangent curve to the right, through a central angle of 305°40'49", with a chord bearing South 00°00'00" East, a distance of 45.65 feet; to the Point of Beginning

This description was prepared by
 Kenneth Scott Tomlinson
 Colorado P.L.S. 18480
 525 1/2 Road, Suite 210
 Grand Junction, Colorado

K. Tomlinson
 2/20/97

NOTICE: Any reprinting or reworking of this description must NOT include this preparation information. Lack of an embossed seal indicates this document is not the original.

RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

EASEMENT DESCRIPTION

A parcel of land situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the East sixteenth corner on the south line of said Section 1, whence a Mesa County Survey Marker for the southeast corner of said Section 1 bears South 89°46'00" East with all bearings herein relative thereto,
Thence South 89°46'00" East, a distance of 718.57 feet,
Thence North 00°00'00" East, a distance of 280.91 feet to the Point of Beginning;
Thence North 00°00'00" West, a distance of 45.65 feet,
Thence 266.76 feet along the arc of a 50.00 foot radius non-tangent curve to the left, through a central angle of 305°40'49", with a chord bearing South 00°00'00" East, a distance of 45.65 feet, to the Point of Beginning

This description was prepared by:
Kenneth Scott Thompson
Colorado P.L.S. 18480
525 25 1/2 Road, Suite 210
Grand Junction, Colorado

NOTICE
K. Scott Thompson
Feb 25, 1997

Any rewriting or retyping of this description must NOT include this preparation information. Lack of an embossed seal indicates this document is not the original!

3

RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE

Grand Junction Community Development Department

FILE # FPP-1996-154

1927236 11/10/99 1107AM
MONIKA TODD CLR® MESA COUNTY CO
REC FEE \$15.00

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated APRIL 28, 1997, and recording at Book 2320, Page 711-726 of the land records of Mesa County, Colorado, by and between JUST COMPANIES, INC. (Developer) and the City of Grand Junction (City) pertaining to PHEASANT RIDGE ESTATES (Project).

Legal Description:

SEE ATTACHED

Whereas, Developer has installed and constructed certain public and private improvements at and for the Project, which completion was guaranteed by the execution of an Improvements Agreement and Guarantee, and

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

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

CITY OF GRAND JUNCTION:

By: *Vm Man* 10/12/99
City Engineer Date
R M 10/13/99
City Utilities Manager Date
Hank Masters 10/19/99
Fire Marshall Date
INSPECTOR

UTE WATER:

By: *Chal To* 10/26/99
Date

GRAND JUNCTION DRAINAGE:

By: N/A
Date

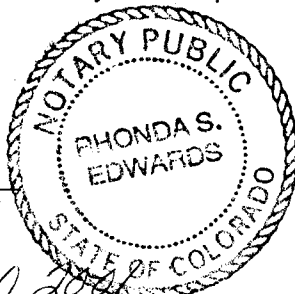
In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 2320, Page 711-726 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released, subject to the required warranty period.

David Varley 11/5/99
Director of Community Development *KLA* Date

The foregoing instrument was executed before me this 5 day of NOVEMBER, 1999 by DAVID VARLEY, Director of Community Development for the City of Grand Junction, Colorado.

Witness my hand & official seal.

Rhonda S Edwards
Notary Public



My commission expires September 20, 2004

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.
 USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.

Lot 1 in
 PHEASANT RUN CONDOS,
 EXCEPT Beginning at the Southeast Corner of Section 1,
 Township 1 South, Range 1 West, Ute Meridian,
 thence North 89°46' West 603 feet,
 thence North 480 feet, thence South 89°46' East 603 feet to the East line of said Section 1,
 thence South 480 feet to the point of beginning,

Mesa County, Colorado

ROAD VACATION

A parcel of land situated in the of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point which bears North 66° 41'58" East a distance of 782.38 feet from the east 1/16 corner on the south line of said Section 1, a Mesa County Survey Marker whence the southeast corner of said Section 1, a Mesa County Survey Marker, bears South 89° 46'00" East a distance of 1321.57 feet with all bearings herein relative thereto;
 Thence South 00°00'00" West, a distance of 29.24 feet;
 Thence 17.28 feet along the arc of a 136.50 foot radius non-tangent curve to the left, through a central angle of 7°15'11", with a chord bearing South 61°34'36" West, a distance of 17.27 feet;
 Thence South 57°57'00" West tangent to said curve, a distance of 95.42 feet;
 Thence 92.12 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 32°17'00", with a chord bearing South 74°05'30" West, a distance of 90.91 feet;
 Thence North 89°46'00" West tangent to said curve, a distance of 103.73 feet;
 Thence 72.59 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 25°26'20", with a chord bearing North 77°02'50" West, a distance of 72.00 feet;
 Thence North 64°19'40" West tangent to said curve, a distance of 26.77 feet;
 Thence 86.99 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of 30°29'00", with a chord bearing North 49°05'10" West, a distance of 85.97 feet;
 Thence North 33°50'40" West tangent to said curve, a distance of 48.22 feet;
 Thence 215.61 feet along the arc of a 50.00 foot radius tangent curve to the right, through a central angle of 247°04'22", with a chord bearing North 89°41'31" East, a distance of 83.35 feet; to a point of reverse curvature;
 Thence 85.13 feet along the arc of a 50.00 foot radius curve to the left, through a central angle of 97°33'24", with a chord bearing South 15°33'00"

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East, a distance of 75.22 feet;
 Thence South $64^{\circ}19'40''$ East tangent to said curve, a distance of 26.77 feet;
 Thence 60.60 feet along the arc of a 136.50 foot radius tangent curve to the left, through a central angle of $25^{\circ}26'20''$, with a chord bearing South $77^{\circ}02'50''$ East, a distance of 60.11 feet;
 Thence South $89^{\circ}46'00''$ East tangent to said curve, a distance of 103.73 feet;
 Thence 76.91 feet along the arc of a 136.50 foot radius tangent curve to the left, through a central angle of $32^{\circ}17'00''$, with a chord bearing North $74^{\circ}05'30''$ East, a distance of 75.90 feet;
 Thence North $57^{\circ}57'00''$ East tangent to said curve, a distance of 95.42 feet;
 Thence 32.97 feet along the arc of a 163.50 foot radius tangent curve to the right, through a central angle of $11^{\circ}33'14''$, with a chord bearing North $63^{\circ}43'37''$ East, a distance of 32.91 feet; to the Point of Beginning.

Containing 0.507 Acres, more or less.

EASEMENT VACATION

A 10.00 foot wide easement situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement lying 5.00 feet each side of the following described centerline:

Beginning at a point on the north line of Pheasant Run Condos, a plat on file and recorded in Mesa County, which bears North $03^{\circ}49'54''$ East 481.14 feet;
 Thence North $02^{\circ}46'46''$ East, a distance of 30.04 feet; to the Point of Termination of the easement herein described.

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

DRAINAGE EASEMENT

A 10.00 foot wide easement situated in the southeast quarter of the southeast quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement lying 5.00 feet each side of the following described centerline:

Beginning at a point on the north line of Pheasant Run Condos, a plat on file and recorded in Mesa County, which bears North $03^{\circ}49'54''$ East 481.14 feet;
 Thence North $02^{\circ}46'46''$ East, a distance of 30.04 feet; to the Point of Termination of the easement herein described.

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

