

MAY97MAY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF AGENCY OR CONTRACTOR: MAYS CONCRETE, INC.

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2399
RIVER ROAD, FILE # PDR-96-245

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
File # 96-245

This memorandum relates to an improvements agreement and guarantee dated March 28, 1997, by and between Mays Concrete, Inc. (Developer) and the City of Grand Junction (City) pertaining to Mays Concrete, Inc. (Project) in the City of Grand Junction..

Legal Description:

See Schedule "A" attached hereto (Two pages)

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 \$ 22,433.00, 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:

Director of Community Development date

DEVELOPER:

Mays Concrete, Inc.

 3-28-97
Clifton L. Mays, Sr., President date

After recording mail to:

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

SCHEDULE A

PARCEL 1

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian described as follows:
Commencing at the Northeast Corner of said Section 8, thence South $00^{\circ}12'28''$ East (Basis of Bearings) 1313.29 feet along the East line of said Section 8 to the Southeast Corner of said NE 1/4 NE 1/4, the True Point of Beginning of Parcel 1, thence South $89^{\circ}47'32''$ West 900.4 feet more or less along the South line of said NE 1/4 NE 1/4 to a point on the North bank of the Colorado River, thence North $42^{\circ}55'28''$ West 136.6 feet more or less along said North bank, thence North $00^{\circ}19'47''$ West 374.7 feet more or less to the Mesa County Road right-of-way, thence along said right-of-way North $47^{\circ}30'31''$ East 17.00 feet, thence South $42^{\circ}29'29''$ East 180.95 feet, thence 235.69 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears South $66^{\circ}20'58''$ East 228.93 feet through a central angle of $47^{\circ}42'59''$, thence North $89^{\circ}47'32''$ East 218.63 feet, thence 278.43 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears North $61^{\circ}36'26''$ East 267.33 feet through a central angle of $56^{\circ}22'13''$, thence North $33^{\circ}25'19''$ East 353.71 feet to the East line of said Section 8, thence South $00^{\circ}12'28''$ East 680.78 feet along said East line to the Point of Beginning,
EXCEPT that portion conveyed to Mesa County as shown in instrument recorded May 15, 1991 in Book 1837 at Page 479,

PARCEL 2:

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian as follows:
Commencing at a point on the South line of River Road and West line of Mesa County Road right-of-way which is South $00^{\circ}12'28''$ East 567.46 feet and North $56^{\circ}34'41''$ West 29.97 feet from the Northeast Corner of said Section 8, thence along said Mesa County Road right-of-way South $33^{\circ}25'19''$ West 407.87 feet, thence 213.50 feet along the arc of a 217.00 foot radius curve to the right, the chord of which bears South $61^{\circ}36'26''$ West 204.99 feet through a central angle of $56^{\circ}22'13''$, thence South $89^{\circ}47'32''$ West 218.63 feet, thence 180.72 feet along the arc of a 217.00 foot radius curve to the right, the chord of which bears North $66^{\circ}20'58''$ West 175.54 feet through a central angle of $47^{\circ}42'59''$, thence North $42^{\circ}29'29''$ West 180.95 feet, thence North $47^{\circ}30'31''$ East 17.00 feet, thence 68.61 feet along the arc of a 93.24 foot radius curve to the right not tangent to the previous course, the chord of which bears North $21^{\circ}24'38''$ West 67.07 feet through a central angle of $42^{\circ}09'42''$, thence nontangent North $11^{\circ}58'22''$ East 43.36 feet, thence South $85^{\circ}27'21''$ East 105.17 feet, thence North $85^{\circ}20'49''$ East 115.60 feet, thence North $73^{\circ}08'44''$ East 117.90 feet, thence North $60^{\circ}35'35''$ East 120.02 feet, thence North $49^{\circ}26'17''$ East 122.52 feet, thence North $37^{\circ}38'29''$ East 108.74 feet, thence North $29^{\circ}35'36''$ East 54.28 feet to the said South line of River Road, thence along said South line South $56^{\circ}34'41''$ East 342.48 feet to the Point of Beginning,

PARCEL 3:

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian described as follows:
Commencing at the intersection of the North line of said Section 8 and the South line of River Road which is South 89°54'36" West (Basis of Bearings) 855.78 feet from the Northeast Corner of said Section 8, thence along said South line of River Road South 56°34'41" East 424.85 feet, thence along Mesa County Road right-of-way South 36°07'24" West 54.17 feet, thence South 29°20'39" West 91.76 feet, thence South 37°07'31" West 78.09 feet, thence South 48°56'04" West 80.10 feet, thence South 58°22'56" West 83.07 feet, thence South 72°14'38" West 85.30 feet, thence South 83°28'56" West 95.71 feet, thence North 13°14'42" West 43.70 feet, thence North 00°19'47" West 70.00 feet, thence North 04°22'53" West 240.60 feet, thence North 00°19'47" West 40.12 feet, thence North 33°25'19" East 192.31 feet to the Point of Beginning,

ALL IN MESA COUNTY, COLORADO.

IMPROVEMENTS AGREEMENT

(Site Plan)

1. **Parties:** The parties to this Improvements Agreement ("the Agreement") are Mays Concrete, 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.

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 ("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 ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those 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 will 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, in writing, the improvements completed by the Developer.
7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within 1 year 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 site plan/development 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, 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 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 the approval and/or acceptance.
11. **Use of Proceeds:** The City will use funds deposited with it or drawn under the bank 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 (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 (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 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 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 en-join 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.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officer, 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 on 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 to or constitute a waiver of any other provision, nor will it be deemed to 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 its 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 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:

Mays Concrete, Inc.
PO Box 4150
Grand Junction, CO 81502

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 civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement, letter of credit, disbursement agreement, cash deposit 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 this Improvements Agreement are constructed to City standards may be in one of the following forms:

___(I) disbursement agreement between a bank doing business in Mesa County and the City, or

xx(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.

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 any 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, blue-line stamped and sealed by a professional engineer and copies of results of all construction control tests required by City specifications.

b. 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 prescribed location and shall construct the required width of pavement from the edge of gutter on the side of the street being developed to enable an initial two-way traffic operation without on-street parking.

The Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities and joints necessary to open the street or sidewalk to use.

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

Director of Community Development

Date

Attest:

Stephanie Nye, City Clerk

Date

Mays Concrete, Inc.

Clifton L. Mays, Sr. President
Developer Clifton L. Mays, Sr., President

3-28-97

Date

(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

Attest:

Clifton L. Mays, Jr. Secretary
Clifton L. Mays, Jr., Secretary

3-28-97

Date

EXHIBIT "A"

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

Please see Schedule "A" attached hereto (Two pages)

SCHEDULE A

PARCEL 1

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian described as follows:
Commencing at the Northeast Corner of said Section 8, thence South $00^{\circ}12'28''$ East (Basis of Bearings) 1313.29 feet along the East line of said Section 8 to the Southeast Corner of said NE 1/4 NE 1/4, the True Point of Beginning of Parcel 1, thence South $89^{\circ}47'32''$ West 900.4 feet more or less along the South line of said NE 1/4 NE 1/4 to a point on the North bank of the Colorado River, thence North $42^{\circ}55'28''$ West 136.6 feet more or less along said North bank, thence North $00^{\circ}19'47''$ West 374.7 feet more or less to the Mesa County Road right-of-way, thence along said right-of-way North $47^{\circ}30'31''$ East 17.00 feet, thence South $42^{\circ}29'29''$ East 180.95 feet, thence 235.69 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears South $66^{\circ}20'58''$ East 228.93 feet through a central angle of $47^{\circ}42'59''$, thence North $89^{\circ}47'32''$ East 218.63 feet, thence 278.43 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears North $61^{\circ}36'26''$ East 267.33 feet through a central angle of $56^{\circ}22'13''$, thence North $33^{\circ}25'19''$ East 353.71 feet to the East line of said Section 8, thence South $00^{\circ}12'28''$ East 680.78 feet along said East line to the Point of Beginning,
EXCEPT that portion conveyed to Mesa County as shown in instrument recorded May 15, 1991 in Book 1837 at Page 479,

PARCEL 2:

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ALL IN MESA COUNTY, COLORADO.

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

DATE: March 25, 1997

NAME OF DEVELOPMENT: Mays Concrete, Inc.

LOCATION: 2399 River Road, Grand Junction, CO 81505

PRINTED NAME OF PERSON PREPARING: Daniel M. Roberts

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMT.
I. SANITARY SEWER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	_____	_____	_____	_____
4. Sewer Services (trenching, bedding, backfill)	_____	_____	_____	_____
5. Sanitary sewer manhole(s)	_____	_____	_____	_____
6. Connection to existing manhole(s)	_____	_____	_____	_____
7. Aggregate Base Course	_____	_____	_____	_____
8. Pavement replacement	_____	_____	_____	_____
9. Driveway restoration	_____	_____	_____	_____
10. Utility adjustments	_____	_____	_____	_____
II. 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 (excavation, embankment const)	_____	_____	_____	_____
3. Utility relocations	_____	_____	_____	_____
4. Aggregate sub-base course (sq.yd.)	_____	_____	_____	_____
5. Aggregate base course (sq.yd.)	_____	_____	_____	_____
6. Sub-grade stabilization	_____	_____	_____	_____
7. Asphalt or concrete pavement (sq.yd.)	s.y.	902	8.10	7,306.00
8. Curb, gutter & sidewalk (linear feet)	_____	_____	_____	_____
9. Driveway sections (sq.yd.)	_____	_____	_____	_____
10. Crosspans & fillets	_____	_____	_____	_____
11. Retaining walls/structures	_____	_____	_____	_____

12. Storm drainage system				
13. Signs and other traffic control devices				
14. Construction staking				
15. Dust control				
16. Street lights (each)				

IV. LANDSCAPING

1. Design/Architecture				
2. Earthwork (top soil, fine grading, berming)	1 lot	1 lot	\$1,000.00	\$1,000.00
3. Hardscape features (walls,fencing,paving)	L.F.	2,060	5.30	10,915.00
4. Plant material and planting	1 lot	1 lot	2,060.00	2,060.00
5. Irrigation system	1 lot	1 lot	1,152.00	1,152.00
6. Other features (statues, water displays, park equipment, and outdoor furniture)				
7. Curbing				
8. Retaining walls and structures				
9. One year maintenance agreement				

V. MISCELLANEOUS

1. Design/Engineering				
2. Surveying				
3. Developer's inspection costs				
4. Quality control testing				
5. Construction traffic control				
6. Rights-of-way/Easements				
7. City inspection fees				
8. Permit fees				
9. Recording costs				
10. Bonds				
11. Newsletters				
12. General Construction Supervision				
13. Other _____				
14. Other _____				

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 22,433.00

Charles Mays
 Mays Concrete, Inc. President 3-28-97
 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 plan layouts submitted to date and the current costs of construction, I take no exception to the above.

 CITY ENGINEER DATE

 COMMUNITY DEVELOPMENT DATE

EXHIBIT "A"

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

See Schedule "A" attached hereto (Two pages)

SCHEDULE A

PARCEL 1

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian described as follows:
Commencing at the Northeast Corner of said Section 8, thence South 00°12'28" East (Basis of Bearings) 1313.29 feet along the East line of said Section 8 to the Southeast Corner of said NE 1/4 NE 1/4, the True Point of Beginning of Parcel 1, thence South 89°47'32" West 900.4 feet more or less along the South line of said NE 1/4 NE 1/4 to a point on the North bank of the Colorado River, thence North 42°55'28" West 136.6 feet more or less along said North bank, thence North 00°19'47" West 374.7 feet more or less to the Mesa County Road right-of-way, thence along said right-of-way North 47°30'31" East 17.00 feet, thence South 42°29'29" East 180.95 feet, thence 235.69 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears South 66°20'58" East 228.93 feet through a central angle of 47°42'59", thence North 89°47'32" East 218.63 feet, thence 278.43 feet along the arc of a 283.00 foot radius curve to the left, the chord of which bears North 61°36'26" East 267.33 feet through a central angle of 56°22'13", thence North 33°25'19" East 353.71 feet to the East line of said Section 8, thence South 00°12'28" East 680.78 feet along said East line to the Point of Beginning,
EXCEPT that portion conveyed to Mesa County as shown in instrument recorded May 15, 1991 in Book 1837 at Page 479,

PARCEL 2:

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian as follows:
Commencing at a point on the South line of River Road and West line of Mesa County Road right-of-way which is South 00°12'28" East 567.46 feet and North 56°34'41" West 29.97 feet from the Northeast Corner of said Section 8, thence along said Mesa County Road right-of-way South 33°25'19" West 407.87 feet, thence 213.50 feet along the arc of a 217.00 foot radius curve to the right, the chord of which bears South 61°36'26" West 204.99 feet through a central angle of 56°22'13", thence South 89°47'32" West 218.63 feet, thence 180.72 feet along the arc of a 217.00 foot radius curve to the right, the chord of which bears North 66°20'58" West 175.54 feet through a central angle of 47°42'59", thence North 42°29'29" West 180.95 feet, thence North 47°30'31" East 17.00 feet, thence 68.61 feet along the arc of a 93.24 foot radius curve to the right not tangent to the previous course, the chord of which bears North 21°24'38" West 67.07 feet through a central angle of 42°09'42", thence nontangent North 11°58'22" East 43.36 feet, thence South 85°27'21" East 105.17 feet, thence North 85°20'49" East 115.60 feet, thence North 73°08'44" East 117.90 feet, thence North 60°35'35" East 120.02 feet, thence North 49°26'17" East 122.52 feet, thence North 37°38'29" East 108.74 feet, thence North 29°35'36" East 54.28 feet to the said South line of River Road, thence along said South line South 56°34'41" East 342.48 feet to the Point of Beginning,

PARCEL 3:

A parcel of land situated in the NE 1/4 NE 1/4 of Section 8, Township 1 South, Range 1 West, Ute Principal Meridian described as follows:
Commencing at the intersection of the North line of said Section 8 and the South line of River Road which is South 89°54'36" West (Basis of Bearings) 855.78 feet from the Northeast Corner of said Section 8, thence along said South line of River Road South 56°34'41" East 424.85 feet, thence along Mesa County Road right-of-way South 36°07'24" West 54.17 feet, thence South 29°20'39" West 91.76 feet, thence South 37°07'31" West 78.09 feet, thence South 48°56'04" West 80.10 feet, thence South 58°22'56" West 83.07 feet, thence South 72°14'38" West 85.30 feet, thence South 83°28'56" West 95.71 feet, thence North 13°14'42" West 43.70 feet, thence North 00°19'47" West 70.00 feet, thence North 04°22'53" West 240.60 feet, thence North 00°19'47" West 40.12 feet, thence North 33°25'19" East 192.31 feet to the Point of Beginning,

ALL IN MESA COUNTY, COLORADO.



**THE BANK
OF GRAND JUNCTION**

**Mesa Mall
2415 F Road
Grand Junction, Colorado 81505
(303) 241-9000**

THE CITY OF GRAND JUNCTION COLORADO
250 NORTH 5TH STREET
GRAND JUNCTION, COLORADO 81501-2668

IRREVOCABLE LETTER OF CREDIT NO. 111
DATED 3/28/97
EXPIRATION: 9/28/97 at the counters of Bank of Grand Junction
2415 F Road, Grand Junction, Colorado 81505

Dear Sirs:

We hereby issue our Irrevocable Letter of Credit No. 111 in your favor issued for the account of MAYS CONCRETE, INC. in the amount of TWENTY TWO THOUSAND FOUR HUNDRED THIRTY THREE AND NO/100 U.S. DOLLARS (\$22,433.00). This letter is available by your draft drawn at sight on BANK OF GRAND JUNCTION, GRAND JUNCTION, COLORADO when accompanied by the following:

Your statement signed by an authorized official of the CITY OF GRAND JUNCTION as follows: " MAYS CONCRETE, INC." has failed to construct improvements to 2399 River Road as required by the city, known as file number(s) PDR-96-245 and as per the City's Zoning and Development Code and/or plans, specifications or agreements. The monies received from this drawing are required to complete such improvements.

Partial and multiple drawings permitted.

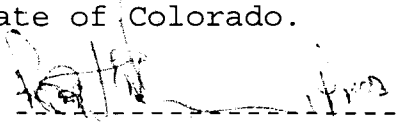
All drafts must be marked: "DRAWN UNDER BANK LETTER OF CREDIT NO. 111."

We hereby agree with the drawer of the draft(s) drawn under and in compliance with the terms of this letter of credit that the same shall be duly honored on due presentation to the drawee.

This letter of credit is to be confirmed by THE BANK OF GRAND JUNCTION, COLORADO with their charges for the account of the applicant.

Except as otherwise expressly stated herein, this credit is subject to the Uniform customs and practices for Documentary Credits (1983 revision) and to the extent it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado.

Authorized signature



Authorized signature