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TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEVELOPMENT IMPROVEMENTS AGREEMENT
NAME OF CONTRACTOR:	REDLANDS VALLEY CACHE LLC
PROJECT/SUBDIVISION:	RED ROCKS VALLEY – PHASE I
ADDRESS:	SOUTH CAMP ROAD AND MONUMENT ROAD
TAX PARCEL NO:	2945-194-11-001
FILE #:	GRD-2007-301
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are REDLANDS VALLEY CACHE, LI ("Developer") and the **City of Grand Junction, Colorado** ("City").

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

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

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as RED ROCKS VALLEY has been reviewed and approved under Planning file # ~~PP-2007-319~~ GRD-2007-301 ("Development" or "the Development").

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

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

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

DEVELOPER'S OBLIGATION

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

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

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

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

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

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$ 141,815.70 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Select one: Cash Letter of Credit (LOC) Disbursement Agreement

5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.

6. **Warranty:** The Developer shall warrant the Improvements for one year following Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ 21,678.30 (Line G2, Exhibit B, City Security).

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

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

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

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

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

Commencement Date: November 30, 2007
Completion Date: October 30, 2008

8. Compliance with Law: The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

9. Notice of Defect: The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

10. Acceptance of Improvements: The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Acceptance").

11. Reduction of Security: Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of \$21,678 (File G1, Exhibit B, Total Improvement Costs).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Developer:	<u>REDLANDS VALLEY CACHE, LLC</u>	Name -Developer/Company
	<u>c/o SID SQUIRRELL</u>	Address (Street and Mailing)
	<u>244 N. 7th St</u>	
	<u>Grand Junction, CO 81501</u>	City, State & Zip Code
	<u>(970) 241-2909</u>	Telephone and Fax Numbers
	<u>(970) 242-1254</u>	
	<u>sid@gjcommercial.com</u>	E-mail

Cc:

If to City: Office of the City Attorney
250 North 5th Street
Grand Junction, CO 81501

Cc: Public Works & Planning Department
250 North 5th Street
Grand Junction, CO 81501

27. **Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.

28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

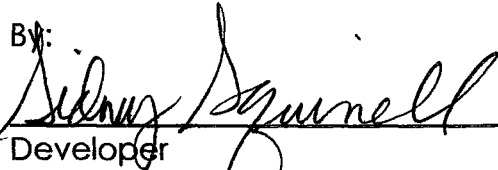
(i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;

(ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s)

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

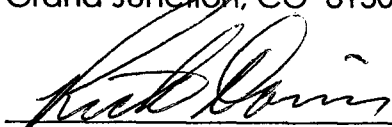
(iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and

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

By:  30Nov07
Developer Date
REDLANDS VALLEY CACHE, LLC/Sidney J. Squirrel
Name (printed)

Corporate Attest:
 30Nov07
Name Jay Jones Date

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

 11-30-07
Public Works & Planning Dept. Date

5/15/2007

DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: REDLANDS VALLEY CACHE, LLC

BANK: ALPINE BANK

PROPERTY: RED ROCKS VALLEY - PHASE I

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 141,815.70.

This Agreement is entered into by and between REDLANDS VALLEY CACHE, LLC ("Developer"), ALPINE BANK ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to RED ROCKS VALLEY - PHASE I ("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 \$ 141,815.70, 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.

(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 SIDNEY J. SQUIRRELL, MgMem (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 attorney's 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.

Dated this 28th day of November, 2007.

(BANK)

By: [Signature], Clay H. T. [Signature]
Title President

225 N. 5th St., Grand Junction, CO 81501
Address

(DEVELOPER)

By: [Signature]
Title Managing Member

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

CITY OF GRAND JUNCTION

By: [Signature] 11-30-07
Director of Public Works & Planning

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between REDLANDS VALLEY CACHE, LLC Developer, ALPINE 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:

REDLANDS VALLEY CACHE, LLC
(name)


(signature)

(name)

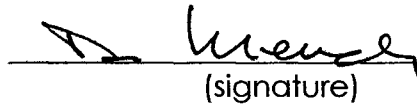
(signature)

(name)

(signature)

DEVELOPER'S GENERAL CONTRACTOR:

MENDEZ, Inc
(name)


(signature)

DEVELOPER'S PROJECT ENGINEER:

LANDESIGN
(name)


(signature)

DEVELOPER'S ARCHITECT:

N/A
(name)

(signature)

CITY ENGINEER:

(name)

(signature)

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

EXHIBIT A

Block C and D of Monument Valley Subdivision

EXHIBIT B
IMPROVEMENTS COST ESTIMATE

DATE: November 26, 2007

DEVELOPMENT NAME: Red Rocks Valley

LOCATION: Northeast side of South Camp Road approximately 1/2 mile west of Monument Road

PRINTED NAME OF PERSON PREPARING: William S. Merrell

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
A. SANITARY SEWER					
1	8 " PVC Sanitary Sewer Main	LF	0		\$ -
2	4 " PVC Sanitary Sewer Main	LF			\$ -
3	6 " PVC (C900) Sanitary Sewer Main	LF			\$ -
4	Sewer services	EA or LF			\$ -
5	Sanitary Sewer Manhole	EA			\$ -
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA			\$ -
8	Concrete Encasement	LF			\$ -
Subtotal Part A Sanitary Sewer					\$ -
B. DOMESTIC WATER					
1	4" PVC Water Main	LF			\$ -
2	8" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	4" Gatevalve	EA			\$ -
5	8" Gatevalve	EA			\$ -
6	Misc. Water Fittings	LS			\$ -
7	Water Services	EA or LF			\$ -
8	Connect to Existing Water Line	EA			\$ -
9	Fire Hydrant with Valve	EA			\$ -
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA			\$ -
Subtotal Part B - Domestic Water					\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
C1	STREETS				
1	3" PVC Utility/Irrigation sleeves	LF		\$	-
2	4" PVC Utility/Irrigation sleeves	LF		\$	-
3	Reconditioning (12")	SY		\$	-
4	Reconditioning (20")	SY		\$	-
5	Reconditioning (36")	SY		\$	-
6	Aggregate Base Course (Class 6) (6" Compacted Thickness)	SY		\$	-
7	Aggregate Base Course (Class 6) (9" Compacted Thickness)	SY		\$	-
8	Hot Bituminous Paving, Grading (3" thick)	SY		\$	-
9	Hot Bituminous Paving, Grading (4" thick)	SY		\$	-
10	Hot Bituminous Paving, Patching (" Thick)	SY		\$	-
11	Geotextile	SY		\$	-
12	Concrete Curb (" Wide by " High)	LF		\$	-
13	Concrete Curb and Gutter (2' wide)	LF		\$	-
14	Concrete Curb and Gutter (1.5' wide)	LF		\$	-
15	Monolith, Vertical Curb, Gutter and Sidewalk (6.5' Wide)	LF		\$	-
16	Drive Over Curb, Gutter, and Sidewalk (' Wide)			\$	-
17	Concrete Sidewalk (10' Wide)	LF		\$	-
18	Concrete Sidewalk (8' Wide) (with attached 4' gravel running path)	LF		\$	-
19	Concrete Gutter and Driveway Section (" Thick)	SY		\$	-
20	Concrete Drainage Pan (6' Wide, 6" Thick)	LF		\$	-
21	Concrete Corner Fillet	SY		\$	-
22	Concrete Curb Ramp	SY		\$	-
23	Complete Concrete Corner	SY		\$	-
24	Concrete Driveway (" Thick)	SY		\$	-
25	Driveway/Concrete Repair	SY		\$	-
26	Retaining Walls	LS		\$	-
27	Street Name Signs	EA		\$	-
28	Stop Sign	EA		\$	-
29	No Outlet Sign	EA		\$	-
30	End of Road Markers	EA		\$	-
31	Speed Limit Sign	EA		\$	-
32	Striping (New, Remove/Replace)	LF		\$	-
33	Street Lights	EA		\$	-
34	Signal Construction or Reconstruction	LS		\$	-
35	Flowable Fill	CY		\$	-
36	Sleeves, " , PVC	LF		\$	-
				\$	-
				\$	-

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
C2	BRIDGES				
					\$ -
1	Box Culvert Pre-Cast	LS			\$ -
2	Box Culvert Cast-in-Place	LS			\$ -
3	Wingwalls	LS			\$ -
4	Parapet Wall	LS			\$ -
5	Railing (handrail, guardrail)	LS			\$ -
					\$ -
					\$ -
	Subtotal Part C - Streets and Bridges				\$ -
D1	EARTHWORK				
1	Mobilization	LS			
2	Clearing and Grubbing	AC or LS			\$ -
3	Unclassified Excavation	CY			\$ -
4	Unclassified Embankment	CY			\$ -
D2	REMOVALS AND RESETTING				
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION					
1	Sod	SY			\$ -
2	Seeding (Native)	SY or AC	65	\$ 600.00	\$ 39,000.00
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -
6	Earth Berms	LF	6000	\$ 4.00	\$ 24,000.00
7	Straw Waddles	LF			\$ -
8	Temporary Berms	LF	6	\$ 200.00	\$ 1,200.00
9	Inlet Protection	EA	1	\$ 5,550.00	\$ 5,550.00
10	Sediment Trap/Basin	EA	3	\$ 3,000.00	\$ 9,000.00
11	Monthly Maintenance/Inspection	Month	24	\$ 675.00	\$ 16,200.00
12	Watering (Dust Control)	AC or LS	1	\$ 12,000.00	\$ 12,000.00
13	Temporary Irrigation				\$ -
D4 STORM DRAINAGE FACILITIES					
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -
2	12" RCP CL V Storm Drain Pipe	LF			\$ -
3	15" RCP CL III Storm Drain Pipe	LF			\$ -
4	18" RCP CL III Storm Drain Pipe	LF			\$ -
5	24" RCP CL III Storm Drain Pipe	LF			\$ -
6	36" RCP CL III Storm Drain Pipe	LF			\$ -
7	24"x38" ELL. RCP CL III Storm Drain Pipe	LF			\$ -
8	12" Flared End Section	EA			\$ -
9	15" Flared End Section	EA			\$ -
10	18" Flared End Section	EA			\$ -
11	24"x38" Flared End Section	EA			\$ -
12	48" Storm Drain Manhole	EA			\$ -
13	60" Storm Drain Manhole	EA			\$ -
14	72" Storm Drain Manhole	EA			\$ -
15	Manhole with Box Base	EA			\$ -
16	Connection to Existing MH	EA			\$ -
17	Single Curb Opening Storm Drain Inlet	EA			\$ -
18	Double Curb Opening Storm Drain Inlet	EA			\$ -
19	Area Storm Drain Inlet	EA			\$ -
20	Rip-Rap D ₅₀ = ____"	CY			\$ -
Subtotal Part D - Grading and Drainage					\$ 106,950.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
F. Miscellaneous Items					
1	Construction staking/surveying	%	2.00%	\$ 106,950.00	\$ 2,139.00
2	Developer's inspection cost	%	1.50%	\$ 106,950.00	\$ 1,604.25
3	General construction supervsn	%	1.00%	\$ 106,950.00	\$ 1,069.50
4	Quality control testing	%	4.00%	\$ 106,950.00	\$ 4,278.00
5	Construction traffic control	%	0.50%	\$ 106,950.00	\$ 534.75
6	City inspection fees	%	0.50%	\$ 106,950.00	\$ 534.75
7	As-builts	%	1.00%	\$ 106,950.00	\$ 1,069.50
Subtotal Part F - Miscellaneous Items					\$ 11,229.75

% = Percentage of total site construction costs

G. COST SUMMARY					
1	Total Improvement Costs				\$ 118,179.75
2	City Security (20%)				\$ 23,635.95
3	Total Guarantee Amount				\$ 141,815.70

NOTES

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

Sidney Squinell 11/28/07
 Signature of Developer Date
 (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

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

Neil Quinn 11-30-07
 City Development Engineer Date

Lou V. Boney 11-30-07
 Community Development Date



Alpine Bank

Grand Junction

225 N. 5th Street
Grand Junction, Colorado 81501
970-243-5600
Fax 970-243-5778

November 27, 2007

Mendez, Inc
Attn: Dan Mendez
2765 Highway 50
Grand Junction, Colorado 81503

RE: Red Rocks Valley – Phase I
Redlands Valley Cache, LLC (Sid Squirrel)

Dear Dan,

Please accept this letter as proof of Alpine Bank's commitment to fund the construction costs for Redlands Valley Cache, LLC for improvements at Red Rocks Valley Subdivision – Phase I. The loan has funded and a portion of the proceeds have been allocated for your contract amount of \$3,911,924.65. If you have any questions regarding Alpine Bank's commitment, please call me at 254-2011 or email me at aaronmiller@alpinebank.com. Thank you.

Sincerely,

Aaron Miller
Executive Vice President
Alpine Bank - Grand Junction

RECORDING MEMORANDUM
Exhibit D

City of Grand Junction
Public Works and Planning Department

File: # FP-2007-319

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado. The Agreement is by and between REDLANDS VALLEY CACHE, LLC (Developer) and the City of Grand Junction (City) pertaining to RED ROCKS VALLEY (Project), located at SOUTHCAMP ROAD SUBDIVISION.

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file # FP-2007-319.

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and /or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

DEVELOPER:

By:

Sidney Squirrel 10/9/08
Date

(Print Name)

SIDNEY SQUIRREL

CITY OF GRAND JUNCTION:

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Public Works & Planning Department, 250 N. 5th Street, Grand Junction Colorado.

Rosa E Cox

Public Works & Planning Department

10/10/08

Date

RECORDING MEMORANDUM
Exhibit D

City of Grand Junction
Public Works and Planning Department
File: # GRD-2007-301

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado. The Agreement is by and between Redlands Valley Cache L.L.C. (Developer) and the City of Grand Junction (City) pertaining to Red Rocks Valley (Project), located at NE SIDE OF SOUTH CAMP ROAD, ~ 1/2 MILE WEST OF MONUMENT RD

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file # GRD-2007-301.

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and/or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

DEVELOPER:

By: 

Date

(Print Name) Sidney J. Squirrell/Redlands Valley Cache, LLC

CITY OF GRAND JUNCTION:

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Public Works & Planning Department, 250 N. 5th Street, Grand Junction Colorado.


Public Works & Planning Department

11-30-07
Date

6/10/2003



CITY ATTORNEY

September 30, 2009

Alpine Bank
225 North 5th Street
Grand Junction, CO 81501

Re: Cancellation of Disbursement Agreement for: **Redlands Valley Cache, LLC**
Internal File: **Red Rocks Valley: GRD-2007-301**

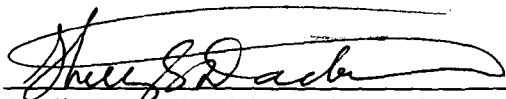
To Whom It May Concern:

Enclosed is a copy of the Disbursement Agreement (Improvement Guarantee) entered into between the City of Grand Junction ("City"), **Redlands Valley Cache, LLC** ("Developer"), and **Alpine Bank** for improvements to the development referred to as **Red Rocks Valley** under the City's Planning File **GRD-2007-301**. As beneficiary of the security for a Development Improvements Agreement ("DIA"), the City informs you that the terms of the improvements have been completed by the Developer and the improvements have been accepted by the City. The City hereby releases its interest in the disbursement agreement security. This letter is being provided at the direction of the Director of Public Works and Planning.

If you have any questions, please inform me.

Sincerely,

OFFICE OF THE CITY ATTORNEY


Shelly S. Dackonish, Senior Staff Attorney

pc: Planning File # **GRD-2007-301**
Peggy Sharpe, Planning

Developer:
Redlands Valley Cache, LLC
244 North 7th Street
Grand Junction, CO 81501

DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: REDLANDS VALLEY CACHE, LLC

BANK: ALPINE BANK

PROPERTY: RED ROCKS VALLEY - PHASE I

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 141,815.70.

This Agreement is entered into by and between REDLANDS VALLEY CACHE, LLC ("Developer"), ALPINE BANK ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to RED ROCKS VALLEY - PHASE I ("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 \$ 141,815.70, 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

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 SIDNEY J. SQUIRRELL, MgMem (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 attorney's 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.

Dated this 28th day of November, 2007.

(BANK)

By: [Signature], Clay H. T. [Signature]
Title President

225 N. 5th St., Grand Junction, CO 81501
Address

(DEVELOPER)

By: [Signature]
Title Managing member

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

CITY OF GRAND JUNCTION

By: [Signature] 11-30-07
Director of Public Works & Planning

RELEASE OF RECORDING MEMORANDUM
City of Grand Junction
Public Works & Planning Department
FILE: GRD-2007-301

This Release relates to a Recording Memorandum dated November 30, 2007, by and between Redlands Valley Cache, LLC (Developer) and the City of Grand Junction, pertaining to Red Rocks Valley (Project), located at the northeast side of South Camp Road, ½ mile west of Monument Road, Grand Junction, CO, recorded at Book 4579, Page 871, Mesa County Clerk and Recorder's Office.

WHEREAS, the Developer has installed and constructed certain public and private improvements at and for the Project, which completion was guaranteed by the execution of a Development Improvements Agreement and/or Maintenance Guarantee and provision of a Guarantee, and;

WHEREAS, the City of Grand Junction and other agencies possessing 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, duly representing their agencies, possessing and representing by their signatures affixed hereto, that they possess sufficient authority to accept improvements and may release the Development Improvements Agreement and/or Maintenance Guarantee, pertaining to the improvements under their jurisdiction, do accept, sign and release said Development Improvements Agreement and/or Maintenance Guarantee.

CITY OF GRAND JUNCTION:

City Engineer: *[Signature]* Date: 9-30-09

Planner: *[Signature]* Date: 9-30-09

In acknowledgement with the above signatures, I hereby certify that the improvements as specified in the Development Improvements Agreement and/or Maintenance Guarantee have been completed and accepted in accordance with the provisions of the Grand Junction Zoning and Development Code, and are hereby released, subject to the required warranty period.

[Signature]
Public Works & Planning Department

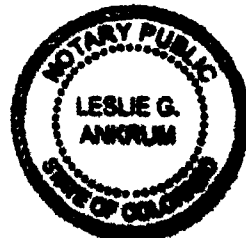
9-30-09
Date

The foregoing instrument was executed before me this 30th day of September 2009, by Greg Hoberg, of the Public Works & Planning Department for the City of Grand Junction, Colorado.

Witness my hand and official seal:

[Signature]
Notary Public

My commission expires on 8/21/2013



My Commission Expires 08/21/2013

AGREEMENT

This Agreement is dated this 14th day of January, 2009, by and between Redlands Valley Cache, LLC, a Colorado limited liability company ("RVC") and the City of Grand Junction (the "City").

RECITALS

A. RVC and the City entered into that certain Development and Improvements Agreement (the "DIA"), dated March 1, 2008, regarding RVC's development of the subdivision in the City known as Red Rocks Valley (the "Subdivision").

B. Pursuant to the DIA, RVC has posted cash collateral to secure its performance of its warranty obligations under Section 6 of the DIA.

C. RVC has also obtained a payment bond and a performance bond from its general contractor, Mendez, Inc., a true and complete copy of which are attached as Exhibit A (collectively, the "Payment and Performance Bond"), to secure the general contractor's performance under the construction contract of the improvements within the scope of the DIA.

D. The Payment and Performance Bond provides security in the full amount of the work within its terms and conditions, whereas the cash collateral released hereunder is in the amount of twenty percent (20%) of the total value within the scope of the DIA.

E. The City and RVC have agreed to the release of the RVC cash collateral held under the DIA, in the amount of \$716,055.78, in connection with the execution and delivery of this Agreement, and the delivery of the Payment and Performance Bond to the City.

WHEREFORE, based upon the mutual covenants, conditions and consideration set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Replacement of Maintenance Guarantee with Payment and Performance Bond. RVC agrees that, in the event the City has any claims under the warranty provided in Section 6 of the DIA, the City shall provide its initial notice thereof to RVC, and RVC shall perform its warranty obligations under the DIA as if the DIA was not amended hereby. Upon a written request from the City directing that a claim be made under the Payment and Performance Bond (which request shall not be made earlier than ten (10) days from and after the initial notice of the claim by the City to RVC), RVC shall (a) make a corresponding claim under the Payment and Performance Bond within seven (7) days of receipt of the request from the City, and (b) use its best efforts to obtain satisfaction of the City's claims made in accordance with the DIA from the surety under the Payment and Performance Bond. The parties agree that this process constitutes the Maintenance Guarantee under Section 6 of the DIA.

2. Release of Maintenance Guarantee Funds. Upon execution and delivery of this Agreement by both parties, the City shall immediately direct Alpine Bank to release to RVC the

cash collateral for the Maintenance Guarantee in the amount of \$716,055.78. In addition, the City, by execution of this Agreement, releases Alpine Bank from any and all obligations under the Disbursement Agreement by and among RVC, the City and Alpine Bank dated March 4, 2008.

3. No Other Changes to DIA. Except as, and only to the extent, amended by this Agreement, all terms and conditions of the DIA, and the parties' respective performance obligations under the DIA, shall remain in full force and effect and without change.

4. Miscellaneous.

(a) Indulgences. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(b) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of Colorado, notwithstanding any other conflict-of-law provisions to the contrary.

(c) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Redlands Valley Cache:

244 N. 7th Street
Grand Junction, CO 81501
Attn: Sid Squirrell

If to The City of Grand Junction:

City Attorney
250 N. 5th Street
Grand Junction, CO 81501

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this subsection 4(c) for the giving of notice.

(d) Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto; provided, however, that Buyer may assign his rights and obligations hereunder to an entity in which he owns a controlling interest, without the consent of Seller.

(e) Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

(f) Further Assurances. Each party hereto shall execute and deliver all other agreements, instruments and documents and take all other actions as any other party hereto may, from time to time, reasonably request in order to effectuate the transactions contemplated herein.

(j) Provisions Severable. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable, in whole or in part.

(k) Entire Agreement. This Agreement, including all exhibits hereto and all documents contemplated hereby, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as expressly stated herein. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REDLANDS VALLEY CACHE, LLC, a
Colorado limited liability company

By: 

Its: Manager

THE CITY OF GRAND JUNCTION

By: 

Its: DIRECTOR

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #34BCSEC4963

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Mendez, Inc.
2765 Highway 50
Grand Junction, CO 81503

SURETY (Name and Principal Place of Business):
Hartford Accident and Indemnity Company
690 Asylum Ave.
Hartford, CT 06115

OWNER (Name and Address):
Redlands Valley Cache, LLC
244 North 7th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 11/29/2007

Amount: \$3,991,924.65

Description (Name and Location): Dirt work, utilities, curb/gutter and streets construction and paving for Red Rocks Valley Subdivision

BOND

Date (Not earlier than Construction Contract Date): 11/29/2007

Amount: \$3,991,924.65

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL
Company: Mendez, Inc. (Corporate Seal)

SURETY Hartford Accident & Indemnity Company
Company: (Corporate Seal)

Signature: [Signature]
Name and Title: Dan Mendez, Pres

Signature: [Signature]
Name and Title: James B. Lummis, Attorney-in-Fact

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Moody-Valley Insurance Agency, Inc.
PO Box 1509
Grand Junction, CO 81502
970-243-3421

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

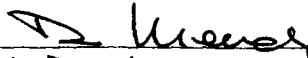
MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

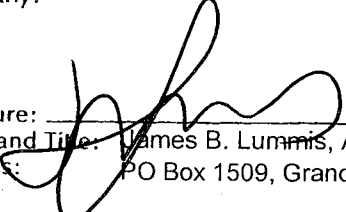
(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: Mendez, Inc.

(Corporate Seal)

SURETY Hartford Accident & Indemnity Company
Company: (Corporate Seal)

Signature: 
Name and Title: Dan Mendez, Pres.
Address: 2765 Highway 50, Grand Junction, CO 81503

Signature: 
Name and Title: James B. Lummis, Attorney-in-Fact
Address: PO Box 1509, Grand Junction, CO 81502

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #34BCSEC4963

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Mendez, Inc.
2765 Highway 50
Grand Junction, CO 81503

SURETY (Name and Principal Place of Business):
Hartford Accident and Indemnity Company
690 Asylum Ave.
Hartford, CT 06115

OWNER (Name and Address):
Redlands Valley Cache, LLC
244 North 7th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 11/29/2007

Amount: \$3,991,924.65

Description (Name and Location): Dirt work, utilities, curb/gutter and streets construction and paving for Red Rocks Valley Subdivision

BOND

Date (Not earlier than Construction Contract Date): 11/29/2007

Amount: \$3,991,924.65

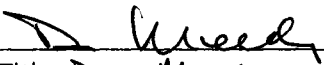
Modifications to this Bond:

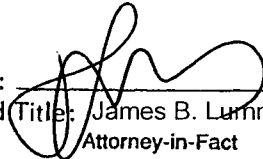
None

See Page 6

CONTRACTOR AS PRINCIPAL
Company: Mendez, Inc. (Corporate Seal)

SURETY Hartford Accident & Indemnity Company
Company: (Corporate Seal)

Signature: 
Name and Title: Dan Mendez, Pres.

Signature: 
Name and Title: James B. Lummis, Attorney-in-Fact
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Moody-Valley Insurance Agency, Inc.
PO Box 1509
Grand Junction, CO 81502
970-243-3421

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

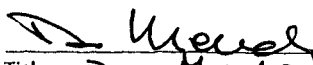
15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

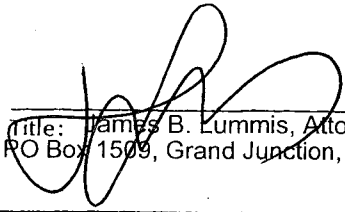
MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: Mendez, Inc. (Corporate Seal)

SURETY Hartford Accident & Indemnity Company
Company: (Corporate Seal)

Signature: 
Name and Title: Dan Mendez, Pres.
Address: 2765 Highway 50, Grand Junction, CO 81503

Signature: 
Name and Title: James B. Lummis, Attorney-in-Fact
Address: PO Box 1509, Grand Junction, CO 81502

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. Box 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 34-340125

KNOW ALL PERSONS BY THESE PRESENTS THAT:

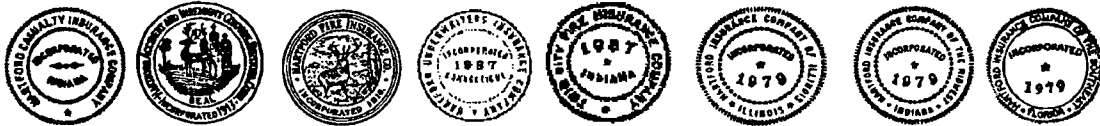
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Lummis, Katheryn B. Click, Nancye J. Jordan, Cynthia L. Stringer
of
Grand Junction, CO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 29, 2007.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

December 15, 2011

Mr. Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

RE: Red Rocks Valley, City file number FP-2007-319 - Agreement

Dear Brad,

The items below memorialize our agreement moving forward with Red Rocks Valley.

1. The Pauls Corp. or Alpine Bank will issue a \$180,000 check to the City of Grand Junction.
2. The Pauls Corp. will contract the work and the City will pay the bills out of the \$180,000. The work and payment shall be coordinated through me.
3. This letter, the November 29, 2011 letter from me to you, and the improvement priority list from River City constitutes our agreement.

I look forward to working with you to complete Red Rocks Valley. Please call if you have questions.

Merry Christmas,

Rick

Digitally signed by Rick
DN: cn=Rick, ou=City of
Grand Junction, CO,
ou=Public Works and
Planning,
email=rickdo@gjcity.org,
c=US
Date: 2011.12.15 11:24:24
-0700

Rick Dorris, PE, CFM
Development Engineer

Ec: Lori Bowers
Tim Moore
Mark Barslund
Doug Thies
Norm Franke
Shelly Dackonish
John Shaver



PUBLIC WORKS & PLANNING

November 29, 2011

Mr. Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

RE: Red Rocks Valley, City file number FP-2007-319

Dear Brad,

This letter clarifies the punchlist items which must be completed in order for the City to release the Planning Clearance hold and answers specific questions regarding items to be constructed and/or repaired and paperwork to be furnished for the City to issue initial and/or final acceptance for this project. It is based on previous punch lists, letters, and on the agreements made at the November 2, 2011 walkthrough and the November 22, 2011 meeting.

The Planning Clearance hold will be released once Alpine Bank issues a check to the City for \$180,000.

The existing punch lists are summarized below. We agreed in the November 22, 2011 meeting the Developer's expenditure limit is \$180,000 to fix punch list items. The City may contribute funds to finish priority items. River City Consultants will prepare a priority list and schedule of values (for group review and agreement) to determine which items will be done and which can be deleted if money runs out. Ideally all items will be fixed but all understand this is unlikely.

The following two requirements have been modified by agreement:

- Pedestrian Trail: Construction of the pedestrian trail/path along South Camp Road will not be required.
- Detention Basin: River City Consultants has studied the drainage and shown that the increase in developed runoff in Red Canyon Wash is minimal. The City has agreed to allow the project to release runoff at developed rates. A final version of this new Drainage Report must be submitted for review and approval. The City has agreed to waive the fee in lieu of detention.

We acknowledge the following updates to the January 20, 2011 punch list.

- a. Items 1 and 2 are no longer required.

- b. Item 3 is no longer required but a new Drainage Report is required.
- c. Item 4, landscaping, is no longer required as a condition of the City's acceptance of public infrastructure. The Developer will install landscaping at its discretion.
- d. Item 8 was a duplicate of item 1.
- e. Item 26 is no longer required
- f. The normal maintenance agreement is replaced by this letter.
- g. Compaction tests have been submitted but there are no concrete materials tests. All concrete tests need to be submitted.
- h. Item 7 of submittal requirements is no longer needed.
- i. Item 9: The sanitary sewer is currently being jetted and televised by the City of Grand Junction. So far, no major problems have been encountered. The City is paying for the jetting and televising.

All other items on the January 20, 2011 punch list will be completed by the Developer in the order of priority agreed upon by the Developer and the City to the extent of Developer's \$180,000 commitment before the City will issue acceptance.

We acknowledge the following updates to the July 1, 2011 follow up punch list.

- j. Item 1 is recommended but not required for acceptance.
- k. Item 5, See discussion below.
- l. Item 7, The site can be regraded to eliminate the retaining wall. Please submit a new grading plan to show how this will work. The Resolution approving the Planned Development did not specifically address the type of material for the trails in block 5. Therefore, the trails can be asphalt or possibly a soft material (recommend class 6 basecourse, crushed granite, or similar) if it satisfies ADA. The trails are no longer required as a condition of the City's acceptance of public infrastructure. The Developer will install trails at its discretion.
- m. Item 8, the private storm sewer in Block 5, has been constructed.
- n. Item 11 can be rip rap per plan or something else. Please prepare and submit a plan, showing details and extent, before doing this work. There may be erosion control products that will work as well or better than rip rap. Also, since the detention basin is no longer required the limits can probably be modified. We agreed this work can be delayed but if so a Planning Clearance hold will be placed on the affected lots since this is a safety issue.
- o. Item 12 is recommended but not required for acceptance.

All other items on the July 31, 2011 punch list will be completed by the Developer in the order of priority agreed upon by the City and the Developer to the extent of the Developer's \$180,000 commitment before the City will issue acceptance.

We agreed to the items listed below during the November 2, 2011 walkthrough and as modified at the November 22nd meeting.

Development Improvements Guarantee Recap Sheet

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

Date	January 5, 2012
Project File No.	FP-2007-319
Project Name	Red Rocks Valley
Project Location	South Camp Road
Purpose of DIA	Public & Private Improvements
Payee Name	Red Rocks Real Estate Partners, LLC/The Pauls Corporation
Payee Mailing Address	270 St. Paul Street, Suite 300
Payee City, State Zip Code	Denver, CO 80206
Payee Telephone No.	(303) 371-9000
DIA Completion Date:	June 30, 2012
Project Planner	Lori Bowers
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$180,000.00	01/06/12	Check # 1	LOC Amount			
Refund							
BALANCE	\$180,000.00			BALANCE			

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

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
 Denver, CO 80206
 (303) 371-9000

Alpine Bank
 Grand Junction
 225 North 5th Street
 Grand Junction, CO 81501

1021
 03407

DATE: December 16, 2011 CHECK NO.: 1 AMOUNT: \$****180,000.00

Pay:*****One hundred eighty thousand dollars and no cents

PAY TO THE ORDER OF: City of Grand Junction
 250 N 5th Street
 Grand Junction, CO 81501

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

REVENUE RECAP SHEET

DEPARTMENT: Planning TODAY'S DATE: 11/6/2012

TICKET # _____ thru _____ PERIOD COVERED: ___/___/___ thru ___/___/___

YR	INDEX	FUND	ORGN	ACCT	PRG	ACTVTY	AMOUNT
DESCR: <u>Red Rocks Valley Agreement to DIA/FP-2007-319</u>							
		<u>207</u>		<u>2090</u>			<u>180,000.00</u>
DESCR:							
DESCR:							
DESCR:							
DESCR:							
Bank Card Total							
Checks Total							<u>180,000.00</u>
Cash Total							
PREPARED BY: <u>Jeslin</u> pg <u>1</u> of <u>1</u> GRAND TOTAL..							<u>180,000.00</u>

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - The Pauls Corporation	RRVDisburse#1	Red Rocks Valley/FP-2007-319/Disbursement #1	02/24/2012	02/24/2012	02/28/2012			No	Gross: 5,890.00
Invoice Department: 06-630 PW&P,Planning 270 St. Paul Street, Ste 300 270 St. Paul Street, Ste 300 Denver, CO 80206									
Check Sort Code: Check Code: Manual Check: No Check Number:									
Bank Account: Accounts Payable Clearing Invoice Terms:									
Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: \$5,890.00									

Detail:	P.O. Number	C/D/F/T/ A/I099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #1	1.0000	EA	5,890.0000	5,890.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	5,890.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$5,890.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	5
Batch Total Gross:	\$6,093.08
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$6,093.08
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	5
Grand Total Gross:	\$6,093.08
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00
Grand Total Net:	\$6,093.08

RECEIVED

FEB 22 2012

COMMUNITY DEVELOPMENT
DEPT.

THE PAULS CORPORATION

270 ST. PAUL STREET
DENVER, COLORADO 80206
303.371.9000 FAX: 303.371.1465

February 17, 2012

City of Grand Junction
Attn: Mr. Rick Dorris, PE, CFM
250 North 5th Street
Grand Junction, CO 81501

RE: Red Rocks Valley Infrastructure – Draw Summary No. 01

Dear Mr. Dorris:

Pursuant to your letter dated December 15, 2011, we are submitting invoices to you, in a draw summary format, for costs relating to Red Rocks Valley (City file number FP-2007-319-Agreement). The first invoice is for reimbursement to us, Red Rocks Real Estate Partners, for invoices that were paid to River City Consultants (Invoices #13815 / #13867 / #13914). The second invoice is from River City Consultants, invoice #13988, this invoice has not been paid.

Similar to the enclosed, we will submit all future invoices, along with a draw summary report, to your attention.

Should you have any questions, please don't hesitate to call me at (303) 371-9000 or email me at Valentina.Markina@paulscorp.com

Sincerely,



Valentina Markina
Staff Accountant

The Pauls Corporation
270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)-371-9000
Fax: (303)-371-1465

Cc: File
Brad Pauls (w/o enclosures)

Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request #1

January 31, 2012

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	180,000	(5,890)	-	174,110
Total	180,000	(5,890)	-	174,110

Infrastructure Costs

Vendors:

River City Consultants Inc

Total

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
	3,080	2,810	5,890	5,890
Total	3,080	2,810	5,890	5,890

Draw Approval for	\$ 5,890
-------------------	----------

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)371-9000

Invoice No. 01/31/12RR
Invoice Date 1/31/2012
Job Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction
Attention: Rick Dorris, PE, CFM
Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13815		\$ 715.00
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13867		\$ 1,540.00
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13914		\$ 825.00
<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>			
		Subtotal	\$ 3,080.00
		Taxes	-
		TOTAL	\$ 3,080.00



Payment is Due On Receipt of Invoice

Dates from 01-01-2012 to 01-31-2012

2310-230002 Red Rocks RE Partners - Infrs

	<u>Original Estimate</u>	<u>Approved Changes</u>	<u>Total Estimate</u>	<u>Prior Cost</u>	<u>Current Cost</u>	<u>Total Cost</u>	<u>Cost to Complete</u>
Professional Fees							
22-280 Special Consultants					3,080.00	3,080.00	3,080.00-
Professional Fees Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Primary Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Red Rcks RE Prtnrs - Infrs Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Report Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*

2310-230002 Red Rocks RE Partners - Infrac Include Closed Jobs: No

<u>Cat</u>	<u>Acctg</u> <u>Date</u>	<u>Description</u>	<u>Vendor Name</u>	<u>Units</u>	<u>Amount</u>
Professional Fees					
22-280 Special Consultants					
O	01-31-2012	RR InfrstrSpecConsultThru10-31	River City Consultants Inc		715.00
O	01-31-2012	RR InfrstrSpecConsultThru11/30	River City Consultants Inc		1,540.00
O	01-31-2012	RR InfrstrSpecConsultThru12/31	River City Consultants Inc		825.00
O	01-31-2012	RR InfracstrSpecConsultThru1/31	River City Consultants Inc		2,809.70
O	01-31-2012	(Rev)RR InfracstrSpecConsultThr	River City Consultants Inc		2,809.70-
				Other Total	3,080.00*
				Special Consultants Total	3,080.00*
				Primary Total	3,080.00*
				Red Rocks RE Partners - Infrac Total	3,080.00*
				Report Total	3,080.00*

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-03-11	13815	RR InfrstrSpecConsul	2031023	715.00
CHECK DATE	2-06-12	CHECK NUMBER	2	TOTAL > 715.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-03-11	13815	RR InfrstrSpecConsul	2031023	715.00
CHECK DATE	2-06-12	CHECK NUMBER	2	TOTAL > 715.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

TAC (TM VALENTINAM) 01/20/12 11:44:41 06/04/09 2012 15 26 47 7216 05

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 2 AMOUNT \$*****715.00

Pay:*****Seven hundred fifteen dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Cl. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Nov 3, 2011
Invoice Num: 13815
Billing Through: Oct 31, 2011

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
10/10/2011	Thies D	Administration/Meetings/Miscellaneous Telephone with Ed Small	0.50	\$110.00	\$55.00
10/11/2011	Thies D	Administration/Meetings/Miscellaneous Prepare for and attend meeting with Ed and City Staff	2.00	\$110.00	\$220.00
10/19/2011	Thies D	Administration/Meetings/Miscellaneous Email plans/plat to Ed - telephone conversation	0.50	\$110.00	\$55.00
10/20/2011	Thies D	Administration/Meetings/Miscellaneous Meeting with Ed and Site visit	2.00	\$110.00	\$220.00
10/31/2011	Thies D	Administration/Meetings/Miscellaneous Geotechnical reports to the City/Pauls. CCR's to Pauls. Coordinate meeting.	1.50	\$110.00	\$165.00

Total Service Amount: \$715.00

Amount Due This Invoice: \$715.00

This invoice is due on 12/3/2011

PROP Red Rocks
 PROJ 2010-230002
 DESC Spec. Consultants
 CODE 22-280
 APPVD _____ DATE _____



Invoice Approved by Project Manager

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
12-05-11	13867	RR InfrstrSpecConsul	2031023	1540.00
CHECK DATE	2-06-12	CHECK NUMBER	3	TOTAL > 1540.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
12-05-11	13867	RR InfrstrSpecConsul	2031023	1540.00
CHECK DATE	2-06-12	CHECK NUMBER	3	TOTAL > 1540.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

TAC (TM) VALENTINAM AB2021C-1AA-01-000-0P 20/012 13 20 47 3 1540.00

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 3 AMOUNT \$*****1,540.00

Pay:*****One thousand five hundred forty dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months


Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED DETAILS ON BACK



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Dec 5, 2011
Invoice Num: 13867
Billing Through: Nov 30, 2011

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
11/2/2011	Thies D	Administration/Meetings/Miscellaneous Site meeting with City and Client.	3.50	\$110.00	\$385.00
11/3/2011	Thies D	Administration/Meetings/Miscellaneous Meeting follow-up correspondence, emails, telephone, negotiations, etc.	2.00	\$110.00	\$220.00
11/4/2011	Thies D	Administration/Meetings/Miscellaneous Meeting follow up. Telephone with Brad. Alpine Bank telephone and transfer of documents.	1.00	\$110.00	\$110.00
11/7/2011	Thies D	Administration/Meetings/Miscellaneous Revise cost estimate.	1.00	\$110.00	\$110.00
11/8/2011	Thies D	Administration/Meetings/Miscellaneous Cost estimate revisions, distribution.	1.00	\$110.00	\$110.00
11/22/2011	Thies D	Administration/Meetings/Miscellaneous Prepare for and attend meeting with owners and City.	2.00	\$110.00	\$220.00
11/28/2011	Thies D	Administration/Meetings/Miscellaneous work on RRV costs	1.00	\$110.00	\$110.00
11/29/2011	Thies D	Administration/Meetings/Miscellaneous Review City letter.	1.00	\$110.00	\$110.00
11/30/2011	Thies D	Administration/Meetings/Miscellaneous Work on costs and task priorities	1.50	\$110.00	\$165.00

Total Service Amount: \$1,540.00

Amount Due This Invoice: \$1,540.00

This invoice is due on 1/4/2012

PROJ Red Rocks
PROJ 2310-230002
DESC Special Consultants
CODE 22-280
APPVD _____ DATE _____



Invoice Approved by Project Manager

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
1-05-12	13914	RR InfrstrSpecConsul	2031023	825.00
CHECK DATE	2-06-12	CHECK NUMBER	4	TOTAL > 825.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
1-05-12	13914	RR InfrstrSpecConsul	2031023	825.00
CHECK DATE	2-06-12	CHECK NUMBER	4	TOTAL > 825.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

TAC (TM) VALENTINAM AR420E1C-1AA401-0028-07 26/2012 15 26 47 4 821 00

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 4 AMOUNT \$*****825.00

Pay:*****Eight hundred twenty-five dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months


Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK



River City Consultants Inc.

744 Horizon Ct. - # 110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jan 5, 2012
Invoice Num: 13914
Billing Through: Dec 31, 2011

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
12/6/2011	Thies D	Administration/Meetings/Miscellaneous Telephone Brad, work on priority list.	1.00	\$110.00	\$110.00
12/7/2011	Thies D	Administration/Meetings/Miscellaneous Finish priority list and budget	1.00	\$110.00	\$110.00
12/12/2011	Thies D	Administration/Meetings/Miscellaneous Telephone Brad, distribute priority list.	1.00	\$110.00	\$110.00
12/13/2011	Thies D	Administration/Meetings/Miscellaneous Misc admin - contractor recommendations.	1.00	\$110.00	\$110.00
12/20/2011	Thies D	Administration/Meetings/Miscellaneous Discuss priority list items, email final docs	1.00	\$110.00	\$110.00
12/28/2011	Thies D	Administration/Meetings/Miscellaneous Research railing req., review adcock estimate	1.00	\$110.00	\$110.00
12/29/2011	Thies D	Administration/Meetings/Miscellaneous Site visit to check out retaining walls.	1.50	\$110.00	\$165.00

Total Service Amount: \$825.00

Amount Due This Invoice: \$825.00

This invoice is due on 2/4/2012

PROJ: Red Rocks
PRCJ: 2310-230002
DESC: Special Consultants
CODE: 22-250
APPVD: _____ DATE: _____



Invoice Approved by Project Manager



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Feb 6, 2012
Invoice Num: 13988
Billing From: Jan 01, 2012
Billing To: Jan 31, 2012

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

<u>Services</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Administration/Meetings/Miscellaneous			
▶ Professional Engineer	10.00	\$110.00	\$1,100.00
CAD Technician			
▶ Technician	2.75	\$70.00	\$192.50
Topography			
▶ Surveyor	13.00	\$115.00	\$1,495.00
Total Service Amount:			\$2,787.50

Reimbursable Expenses:

<u>Date</u>	<u>Employee ID</u>	<u>Description</u>	<u>Amount</u>
1/10/2012	George S	Mileage	\$11.10
1/11/2012	George S	Mileage	\$11.10
Total Expenses:			\$22.20

Amount Due This Invoice: \$2,809.70

This invoice is due on 3/7/2012

~~PROP Red Rocks~~
~~PROJ 2310-230002~~
~~DESC Spec Consultants~~
~~CODE 22-280~~
~~APPV [Signature] DATE [Signature]~~

Not paid



Invoice Approved by Project Manager

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-630 PW&P,Planning			Batch Date: 03/21/2012		Batch Number: 2012-00000756		Batch Description: Leslie		
6009 - Red Rocks Real Estate Partners	RRVDisburse#1A	Red Rocks Valley/FP-2007-319/Disbursement #1/Reissue	03/19/2012	03/19/2012	03/21/2012	03/19/2012		No	Gross: 5,890.00
									Freight: 0.00
Invoice Department: 06-630 PW&P,Planning			Check Sort Code:		Bank Account: Accounts Payable Clearing		State Tax: 0.00		
270 St. Paul Street, Ste 300			Check Code:		Invoice Terms:		County Tax: 0.00		
270 St. Paul Street, Ste 300			Manual Check: No				Local/City Tax: 0.00		
Denver, CO 80206			Check Number:				Discount: 0.00		
									Retainage: 0.00
									Net Amount: \$5,890.00

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #1/Reissue	1.0000	EA	5,890.0000	5,890.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	5,890.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$5,890.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$5,890.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$5,890.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$5,890.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00

Leslie Ankrum - Fwd: RE: Red Rocks Valley

From: Rick Dorris
To: Leslie Ankrum
Date: 3/14/2012 11:42 AM
Subject: Fwd: RE: Red Rocks Valley

CK # 199372 voided to Pauls Corporation and reissued to Red Rocks Real Estate Partners as directed below.

See below. Can we get this done?

Thanks,

Rick Dorris, PE, CFM
Development Engineer
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
voice 970-256-4034
fax 970-256-4031

email: rickdo@gjcity.org>>> On 3/14/2012 at 11:03 AM, in message <AEBCA070C3163A4B97A14934530652430B3FEAC39E@pcorp-mail.paulscorp.com>, Valentina Markina <Valentina.Markina@paulscorp.com> wrote:

Rick,

I was about to deposit the check when I noticed that it is made to Pauls Corporation instead of Red Rocks Real Estate Partners. The bank is very strict about the right name, and considering that we are going to receive the checks on the regular basis, we really need you to issue the checks to the right name.

Is it possible to reissue the check # 199372 (\$5890.00) to Red Rocks Real Estate Partners? I can write "void" across the check and send it back to you.

Thank you,

Valentina Markina
Staff Accountant
The Pauls Corporation
303-307-5092 Direct
303-371-1465 Fax

From: Rick Dorris [mailto:rickdo@ci.grandjct.co.us]
Sent: Tuesday, March 06, 2012 11:58 AM
To: Valentina Markina
Cc: Leslie Ankrum

RECEIVED

FEB 22 2012

COMMUNITY DEVELOPMENT
DEPT.

THE PAULS CORPORATION

270 ST. PAUL STREET
DENVER, COLORADO 80206
303.371.9000 FAX: 303.371.1465

February 17, 2012

City of Grand Junction
Attn: Mr. Rick Dorris, PE, CFM
250 North 5th Street
Grand Junction, CO 81501

RE: Red Rocks Valley Infrastructure – Draw Summary No. 01

Dear Mr. Dorris:

Pursuant to your letter dated December 15, 2011, we are submitting invoices to you, in a draw summary format, for costs relating to Red Rocks Valley (City file number FP-2007-319-Agreement). The first invoice is for reimbursement to us, Red Rocks Real Estate Partners, for invoices that were paid to River City Consultants (Invoices #13815 / #13867 / #13914). The second invoice is from River City Consultants, invoice #13988, this invoice has not been paid.

Similar to the enclosed, we will submit all future invoices, along with a draw summary report, to your attention.

Should you have any questions, please don't hesitate to call me at (303) 371-9000 or email me at Valentina.Markina@paulscorp.com

Sincerely,



Valentina Markina
Staff Accountant

The Pauls Corporation
270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)-371-9000
Fax: (303)-371-1465

Cc: File
Brad Pauls (w/o enclosures)

Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request #1

January 31, 2012

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	180,000	(5,890)	-	174,110
Total	180,000	(5,890)	-	174,110

Infrastructure Costs**Vendors:**

River City Consultants Inc

Total

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	3,080	2,810	5,890	5,890
Total	3,080	2,810	5,890	5,890

Draw Approval for	\$ 5,890
-------------------	----------

Red Rocks Real Estate Partners, LLC
270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)371-9000

Invoice No. 01/31/12RR
Invoice Date 1/31/2012
Job Red Rocks Valley
Infrastructure

Customer:
City of Grand Junction
Attention: Rick Dorris, PE, CFM
Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13815		\$ 715.00
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13867		\$ 1,540.00
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #13914		\$ 825.00
<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>			
		Subtotal	\$ 3,080.00
		Taxes	-
		TOTAL	\$ 3,080.00

Payment is Due On Receipt of Invoice

Pauls Companies
Operator: Valentina
As of 01-31-2012

Current Cost Spreadsheet

Dates from 01-01-2012 to 01-31-2012

2310-230002 Red Rocks RE Partners - Infrs

	<u>Original Estimate</u>	<u>Approved Changes</u>	<u>Total Estimate</u>	<u>Prior Cost</u>	<u>Current Cost</u>	<u>Total Cost</u>	<u>Cost to Complete</u>
Professional Fees							
22-280 Special Consultants					3,080.00	3,080.00	3,080.00-
Professional Fees Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Primary Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Red Rcks RE Prtnrs - Infrs Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*
Report Totals	.00*	.00*	.00*	.00*	3,080.00*	3,080.00*	3,080.00-*

2310-230002 Red Rocks RE Partners - Infrac Include Closed Jobs: No

Acctg					
Cat	Date	Description	Vendor Name	Units	Amount
Professional Fees					
22-280 Special Consultants					
0	01-31-2012	RR InfracSpecConsultThru10-31	River City Consultants Inc		715.00
0	01-31-2012	RR InfracSpecConsultThru11/30	River City Consultants Inc		1,540.00
0	01-31-2012	RR InfracSpecConsultThru12/31	River City Consultants Inc		825.00
0	01-31-2012	RR InfracSpecConsultThru1/31	River City Consultants Inc		2,809.70
0	01-31-2012	(Rev)RR InfracSpecConsultThr	River City Consultants Inc		2,809.70-
				Other Total	3,080.00*
				Special Consultants Total	3,080.00*
				Primary Total	3,080.00*
				Red Rocks RE Partners - Infrac Total	3,080.00*
				Report Total	3,080.00*

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-03-11	13815	RR InfrstrSpecConsul	2031023	715.00
CHECK DATE	2-06-12	CHECK NUMBER	2	TOTAL > 715.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-03-11	13815	RR InfrstrSpecConsul	2031023	715.00
CHECK DATE	2-06-12	CHECK NUMBER	2	TOTAL > 715.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 2 AMOUNT \$*****715.00

Pay:*****Seven hundred fifteen dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months


Two Signatures Required If Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Nov 3, 2011
Invoice Num: 13815
Billing Through: Oct 31, 2011

Red Rocks Valley Subdivision (1219-0011 E) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
10/10/2011	Thies D	Administration/Meetings/Miscellaneous Telephone with Ed Small	0.50	\$110.00	\$55.00
10/11/2011	Thies D	Administration/Meetings/Miscellaneous Prepare for and attend meeting with Ed and City Staff	2.00	\$110.00	\$220.00
10/19/2011	Thies D	Administration/Meetings/Miscellaneous Email plans/plat to Ed - telephone conversation	0.50	\$110.00	\$55.00
10/20/2011	Thies D	Administration/Meetings/Miscellaneous Meeting with Ed and Site visit	2.00	\$110.00	\$220.00
10/31/2011	Thies D	Administration/Meetings/Miscellaneous Geotechnical reports to the City/Pauls. CCR's to Pauls. Coordinate meeting.	1.50	\$110.00	\$165.00

Total Service Amount: \$715.00

Amount Due This Invoice: \$715.00

This invoice is due on 12/3/2011

PROJ Red Rocks
PROJ 2010-230002
DESC Spec. Consultants
CODE 22-250
APPVD _____ DATE _____



Invoice Approved by Project Manager

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
12-05-11	13867	RR InfrstrSpecConsul	2031023	1540.00
CHECK DATE	2-06-12	CHECK NUMBER	3	TOTAL > 1540.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
12-05-11	13867	RR InfrstrSpecConsul	2031023	1540.00
CHECK DATE	2-06-12	CHECK NUMBER	3	TOTAL > 1540.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpina Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 3 AMOUNT \$*****1,540.00

Pay:*****One thousand five hundred forty dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 8 Months


Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - # 110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Dec 5, 2011
Invoice Num: 13867
Billing Through: Nov 30, 2011

Red Rocks Valley Subdivision (1219-0011 t) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
11/2/2011	Thies D	Administration/Meetings/Miscellaneous Site meeting with City and Client.	3.50	\$110.00	\$385.00
11/3/2011	Thies D	Administration/Meetings/Miscellaneous Meeting follow-up correspondence, emails, telephone, negotiations, etc.	2.00	\$110.00	\$220.00
11/4/2011	Thies D	Administration/Meetings/Miscellaneous Meeting follow up. Telephone with Brad. Alpine Bank telephone and transfer of documents.	1.00	\$110.00	\$110.00
11/7/2011	Thies D	Administration/Meetings/Miscellaneous Revise cost estimate.	1.00	\$110.00	\$110.00
11/8/2011	Thies D	Administration/Meetings/Miscellaneous Cost estimate revisions, distribution.	1.00	\$110.00	\$110.00
11/22/2011	Thies D	Administration/Meetings/Miscellaneous Prepare for and attend meeting with owners and City.	2.00	\$110.00	\$220.00
11/28/2011	Thies D	Administration/Meetings/Miscellaneous work on RRV costs	1.00	\$110.00	\$110.00
11/29/2011	Thies D	Administration/Meetings/Miscellaneous Review City letter.	1.00	\$110.00	\$110.00
11/30/2011	Thies D	Administration/Meetings/Miscellaneous Work on costs and task priorities	1.50	\$110.00	\$165.00

Total Service Amount: \$1,540.00

Amount Due This Invoice: \$1,540.00

This invoice is due on 1/4/2012

PROJ Red Rocks
PROJ 2310-230000
DESC Special Consultants
CODE 22-280
APPVD _____ DATE _____



Invoice Approved by Project Manager

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
1-05-12	13914	RR InfrstrSpecConsul	2031023	825.00
CHECK DATE	2-06-12	CHECK NUMBER	4	TOTAL > 825.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
1-05-12	13914	RR InfrstrSpecConsul	2031023	825.00
CHECK DATE	2-06-12	CHECK NUMBER	4	TOTAL > 825.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE February 6, 2012 CHECK NO. 4 AMOUNT \$*****825.00

Pay.*****Eight hundred twenty-five dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashd Within 9 Months


Two Signatures Required If Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jan 5, 2012
Invoice Num: 13914
Billing Through: Dec 31, 2011

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
12/6/2011	Thies D	Administration/Meetings/Miscellaneous Telephone Brad, work on priority list	1.00	\$110.00	\$110.00
12/7/2011	Thies D	Administration/Meetings/Miscellaneous Finish priority list and budget	1.00	\$110.00	\$110.00
12/12/2011	Thies D	Administration/Meetings/Miscellaneous Telephone Brad, distribute priority list.	1.00	\$110.00	\$110.00
12/13/2011	Thies D	Administration/Meetings/Miscellaneous Misc admin - contractor recommendations.	1.00	\$110.00	\$110.00
12/20/2011	Thies D	Administration/Meetings/Miscellaneous Discuss priority list items, email final docs	1.00	\$110.00	\$110.00
12/28/2011	Thies D	Administration/Meetings/Miscellaneous Research railing req., review adcock estimate	1.00	\$110.00	\$110.00
12/29/2011	Thies D	Administration/Meetings/Miscellaneous Site visit to check out retaining walls.	1.50	\$110.00	\$165.00

Total Service Amount: \$825.00

Amount Due This Invoice: \$825.00

This invoice is due on 2/4/2012

PROJ: Red Rocks
 PRCJ: 2310-230002
 DESC: Special Consultants
 CODE: 28-260
 APPVD: _____ DATE: _____



Invoice Approved by Project Manager



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
Info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Feb 6, 2012
Invoice Num: 13988
Billing From: Jan 01, 2012
Billing To: Jan 31, 2012

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Services

Administration/Meetings/Miscellaneous

- ▶ Professional Engineer

CAD Technician

- ▶ Technician

Topography

- ▶ Surveyor

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10.00	\$110.00	\$1,100.00
2.75	\$70.00	\$192.50
13.00	\$115.00	\$1,495.00
Total Service Amount:		\$2,787.50

Reimbursable Expenses:

<u>Date</u>	<u>Employee ID</u>	<u>Description</u>	<u>Amount</u>
1/10/2012	George S	Mileage	\$11.10
1/11/2012	George S	Mileage	\$11.10
Total Expenses:			\$22.20

Amount Due This Invoice: \$2,809.70

This invoice is due on 3/7/2012

~~PROP Red Rocks~~
~~PROJ 2310-230000~~
~~DESC Spec Consultants~~
~~CODE 22-280~~
~~APPV ok DATE _____~~

Not paid



Invoice Approved by Project Manager

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - Red Rocks Real Estate Partners	RRVDisburse#2	Red Rocks Valley/FP-2007-319/Disbursement #2	03/29/2012	03/29/2012	04/04/2012	03/29/2012		No	Gross: 22,626.35
Invoice Department: 06-630 PW&P,Planning 270 St. Paul Street, Ste 300 270 St. Paul Street, Ste 300 Denver, CO 80206									
Check Sort Code: Check Code: Manual Check: No Check Number:									
Bank Account: Accounts Payable Clearing Invoice Terms:									
Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: \$22,626.35									

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
	N/N/N/N/N/N		REFUND - Red Rocks Valley/FP-2007-319/Disbursement #2	1.0000	EA	22,626.3500	22,626.35

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	22,626.35	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$22,626.35 Invoice Amount Unencumbered: \$0.00

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Red Rocks Valley - REPAIR
DEVELOPER: Red Rocks Real Estate Partners
ESCROW AGENCY: City Cash on Deposit
FP-2007-319

Construction Costs: \$180,000.00
20% City Security:
Total DIA Amount: \$180,000.00

DIA NOT RECORDED:
DIA RECORDED:

Book - _____
 Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$270.00	\$0.00	\$21,586.35	\$0.00	\$0.00	\$6,660.00	\$28,516.35
Remaining Disbursable Balance		\$19,480.00	\$21,840.00	\$60,323.65	\$32,500.00	\$0.00	\$17,340.00	\$151,483.65

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$28,516.35, including all previous payments, to the Developer for work completed on the Project.

Signature: _____

Date: _____

Name: Rick Dorris

Title: Development Engineer

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)371-9000

Invoice No. 03/23/2012RR
Invoice Date 3/23/2012
Job Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction

Attention: Rick Dorris, PE, CFM
Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City Consultants Inc. for Invoice #14056		\$ 770.00
1	Reimbursement for Payment to Adcock Concrete for Invoice #4129		\$ 21,856.35
<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>			
		Subtotal	\$ 22,626.35
		Taxes	-
		TOTAL	\$ 22,626.35



Payment is Due On Receipt of Invoice

Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request # 2

February 29, 2012

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	174,110	(22,626)	-	151,484
Total	174,110	(22,626)	-	151,484

Infrastructure Costs**Vendors:**River City Consultants Inc
Adcock Concrete

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
	770	-	770	6,660
	21,856	-	21,856	21,856
Total	22,626	-	22,626	28,516

Draw Approval for	\$ 22,626
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Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE/AMOUNT
3-05-12	14056	RR InfrastrSpecConsu	2031023	770.00
CHECK DATE	3-16-12	CHECK NUMBER	7	TOTAL > 770.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
3-05-12	14056	RR InfrastrSpecConsu	2031023	770.00
CHECK DATE	3-16-12	CHECK NUMBER	7	TOTAL > 770.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

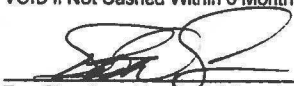
1021
03407

DATE: March 16, 2012 CHECK NO.: 7 AMOUNT: \$*****770.00

Pay:*****Seven hundred seventy dollars and no cents

PAY TO THE ORDER OF
River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months


Two Signatures Required if Over \$10,000





River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Mar 5, 2012
Invoice Num: 14056
Billing From: Feb 01, 2012
Billing To: Feb 29, 2012

Red Rocks Valley Subdivision (1219-00111): - Managed by (Thies D)

Services

Administration/Meetings/Miscellaneous

- ▶ Professional Engineer

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	7.00	\$110.00	\$770.00
Total Service Amount:			\$770.00
Amount Due This Invoice:			\$770.00

This invoice is due on 4/4/2012



PROF: Red Rocks
 PROJ: 2310-230002
 DESC: Spec Consultants
 CODE: (22-280)
 APPVD: _____ DATE: _____

Invoice Approved by Project Manager

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT#	INVOICE AMOUNT	
2-09-12	4129	RRValley InfrastrctC	2031023	21856.35	
CHECK DATE	3-14-12	CHECK NUMBER	6	TOTAL >	21856.35

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
 Denver, CO 80206
 (303) 371-9000

Alpine Bank
 Grand Junction
 225 North 5th Street
 Grand Junction, CO 81501

1021
 03407

DATE: March 14, 2012 CHECK NO.: 6 AMOUNT: \$*****21,856.35

Pay:*****Twenty-one thousand eight hundred fifty-six dollars and 35 cents

PAY TO THE ORDER OF
 Adcock Concrete
 2458 Industrial Blvd
 Suite 1
 Grand Junction, CO 81505



VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000

SECURITY FEATURES INCLUDED. DETAILS ON BACK

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
2/9/2012	4129

BILL TO

River City Consultants

Terms

30 days

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Raise Manholes at Red Rocks Valley Subdivision	3	EA	160.00	480.00
Remove and Replace 6'6" Rollover Curb, Gutter and Sidewalk	10	lf	47.50	475.00
Remove and Replace Concrete Pavement	1,398	sf	7.30	10,205.40
Pour back Concrete pavement at previously removed areas	676	sf	4.95	3,346.20
Repair Concrete pop outs at various locations	1	ls	380.00	380.00
Remove and Replace cracked fillet at Boulder and Rocky Valley Rd	1	ls	410.00	410.00
Remove and Replace crack at patched area	1	ls	1,090.00	1,090.00
Clean debris and grout frames at inlets	2	ea	135.00	270.00
Re-caulk V-pan at Boulder and Trail Ridge	1	ls	60.00	60.00
Clean and seal control joints including grouting	1	ls	3,790.00	3,790.00
Winter Protection	2,139	sf	0.25	534.75
Additional sawcutting	1	LS	435.00	435.00
Additional grouting voids under existing slabs.	1	LS	380.00	380.00



PROP Red Rocks
 PROJ 2310-230002
 DESC Curb & gutter
 CODE 31510 (5)
 APP'D [Signature] DATE _____
 OK

We Appreciate Your Business!

Total

\$21,856.35

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - Red Rocks Real Estate Partners	RRVDisburse#3	Red Rocks Valley/FP-2007-319/Disbursement #3	05/01/2012	05/01/2012	05/02/2012	05/01/2012		No	Gross: 16,165.20
Invoice Department: 06-630 PW&P,Planning 270 St. Paul Street, Ste 300 270 St. Paul Street, Ste 300 Denver, CO 80206									
Check Sort Code: Check Code: Manual Check: No Check Number:									
Bank Account: Accounts Payable Clearing Invoice Terms:									
Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: \$16,165.20									

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #3	1.0000	EA	16,165.2000	16,165.20

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	16,165.20	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$16,165.20 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	3
Batch Total Gross:	\$16,286.58
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$16,286.58
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	3
Grand Total Gross:	\$16,286.58
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00
Grand Total Net:	\$16,286.58

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Red Rocks Valley - REPAIR
DEVELOPER: Red Rocks Real Estate Partners
ESCROW AGENCY: City Cash on Deposit
FP-2007-319

Construction Costs: \$180,000.00
20% City Security:
Total DIA Amount: \$180,000.00

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

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$4,905.80	\$0.00	\$33,115.75	\$0.00	\$0.00	\$6,660.00	\$44,681.55
Remaining Disbursable Balance		\$14,844.20	\$21,840.00	\$48,794.25	\$32,500.00	\$0.00	\$17,340.00	\$135,318.45

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$44,681.55, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 5-1-12
 Title: Development Engineer

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300

Denver, CO 80206

Tel: (303)371-9000

Invoice No.

04/25/2012RR

Invoice Date

4/25/2012

Job

Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction

Attention: Rick Dorris, PE, CFM

Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to Adcock Concrete for Invoice #4143 <i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>		\$ 16,165.20
		Subtotal	\$ 16,165.20
		Taxes	-
		TOTAL	\$ 16,165.20

Payment is Due On Receipt of Invoice

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
3-08-12	4143	RedRocksValleyInfras	2031023	16165.20
CHECK DATE	3-28-12	CHECK NUMBER	8	TOTAL > 16165.20

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
3-08-12	4143	RedRocksValleyInfras	2031023	16165.20
CHECK DATE	3-28-12	CHECK NUMBER	8	TOTAL > 16165.20

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE: March 28, 2012
CHECK NO.: 8
AMOUNT: \$*****16,165.20

Pay:*****Sixteen thousand one hundred sixty-five dollars and 20 cents

PAY TO THE ORDER OF
Adcock Concrete
2458 Industrial Blvd
Suite 1
Grand Junction, CO 81505

VOID if Not Cashed Within 6 Months

Two Signatures Required If Over \$10,000

SECURITY FEATURES INCLUDED. DETAILS ON BACK

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
3/8/2012	4143

BILL TO

River City Consultants

*OK
D. How
3/15/2012*

Terms

30 days

DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
Red Rocks Valley Subdivision - Trail Ridge Road to Ruby Mountain: Sawcut and joint seal at driveway	1	ls	860.00	860.00	ST
Remove and replacement at driveway, where stones did not come together	146	sf	7.30	1,065.80	PL
Grout fill wide joints where aggregate interlock is lost at driveway	1	ls	420.00	420.00	ST
Raise Manholes and grout	3	ea	160.00	480.00	PL
Clean debris at inlets and grout frames	2	ea	135.00	270.00	PL
Repair concrete "popouts"	1	ls	190.00	190.00	ST
Caulking and grinding at Boulder and Trail Ridge	1	ls	80.00	80.00	ST
Repair wings of driveway (#19)	1	ls	90.00	90.00	PL
Remove and Replace concrete at bike path (#20)	1	ls	2,250.00	2,250.00	PL
Repair wings and trail corner at driveway (#23)	1	ls	480.00	480.00	PL
Grout fill at wide joints and centerline of road (#18)	1	ls	3,120.00	3,120.00	ST
Additional sawcuts at both sides of centerline and joint seal	1	ls	1,580.00	1,580.00	ST
Clean and seal remaining joints at roadway	1	ls	1,790.00	1,790.00	ST
Additional removal and replacement at roadway where joints did not come together	478	sf	7.30	3,489.40	ST
<p>PROP <u>Red Rocks Infrastr.</u> PROJ <u>2310-230002</u> DESC <u>Flatwork</u> CODE <u>(3-112)</u> APP'D <u>[Signature]</u> DATE _____</p>					
					ST
We Appreciate Your Business!			Total	\$16,165.20	



*PL = 4635.80
ST = 11529.40*

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - Red Rocks Real Estate Partners	RRVDisburse#4	Red Rocks Valley/FP-2007-319/Disbursement #4	07/31/2012	07/31/2012	08/14/2012	08/10/2012		No	Gross: 30,132.53
Invoice Department: 06-630 PW&P,Planning 270 St. Paul Street, Ste 300 270 St. Paul Street, Ste 300 Denver, CO 80206									
Check Sort Code: Check Code: Manual Check: No Check Number:									
Bank Account: Accounts Payable Clearing Invoice Terms:									
Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: \$30,132.53									

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #4	1.0000	EA	30,132.5300	30,132.53

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	30,132.53	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$30,132.53 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	5
Batch Total Gross:	\$31,756.77
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$31,756.77
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	5
Grand Total Gross:	\$31,756.77
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00
Grand Total Net:	\$31,756.77

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION


PROJECT: Red Rocks Valley - REPAIR
DEVELOPER: Red Rocks Real Estate Partners
ESCROW AGENCY: City Cash on Deposit
FP-2007-319

Construction Costs: \$180,000.00
20% City Security:
Total DIA Amount: \$180,000.00

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

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$8,065.80	\$0.00	\$51,607.50	\$0.00	\$0.00	\$15,140.78	\$74,814.08
Remaining Disbursable Balance		\$11,684.20	\$21,840.00	\$30,302.50	\$32,500.00	\$0.00	\$8,859.22	\$105,185.92

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$74,814.08, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 7-10-12
 Title: Development Engineer

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
6/13/2012	4230

BILL TO
River City Consultants

*OK
D. Harris
6/18/2012*

Terms
30 days

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Raise manholes & grout Red Rocks Valley at Grand Cache Court.	1	EA	160.00	160.00
Clean and grout inlets (Item 21 and 27)	4	EA	170.00	680.00
Clean and seal joints.	1	LS	1,288.00	1,288.00
Grout fill joints that are wider in cul-de-sac and centerline.	1	LS	3,840.00	3,840.00
Grind high spots that heaved.	139	LF	2.10	291.90
Remove and replace stone that has multiple cracks. (Item #28)	1	LS	1,100.00	1,100.00

*PL
PL
} that*

*Red Rocks
PROP ~~Red # (2510-230002)~~
PROJ ~~Final Site Cost~~
DESC ~~23-350 (0)~~
CODE _____
APPVD _____ DATE _____*

ENTERED

*OK.
D.P.*

We Appreciate Your Business!	Total	\$7,359.90
------------------------------	--------------	------------

1156 303-511-9000

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
6/13/2012	4231

BILL TO
River City Consultants

*OK
D. Thies
6/18/2012*

Terms
30 days

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Raise Manholes and grout in Red Rocks Valley Trail Ridge Road from Ruby Mountain to the North end of Trail Ridge Road.	6	EA	160.00	960.00
Clean and grout inlets. (Item 21 and 27)	8	EA	170.00	1,360.00
Clean and seal joints.	1	LS	2,264.75	2,264.75
Grout fill joints at centerline where separation has occurred. (Item 24)	1	LS	5,040.00	5,040.00
Grind high spots where heaving has occurred.	184	LF	2.10	386.40
Epoxy crack repair.	71	LF	14.80	1,050.80
Repair concrete "popouts" (Approx. 10 locations)	1	LS	380.00	380.00
Additional sawcuts and joint seal left and right of centerline.	1	LS	1,875.00	1,875.00
(Item 29) Repair curb & gutter that has cracked.	1	LS	440.00	440.00
(Item 30) Broken wing at shared drive	1	LS	160.00	160.00
Additional removal and repair of concrete.	13	SF	7.30	94.90
Clean debris at culverts and re-shape berm along trail ridge road.	1	LS	280.00	280.00

PL

PL

Sheet

PROP Red Rocks
 PROJ Proj # (2310-23000)
 DESC Final Site Cont
 CODE 23850 (0)
 APP'D _____ DATE _____



*OK.
D. Thies*

We Appreciate Your Business!	Total	\$14,291.85
------------------------------	--------------	-------------



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Apr 4, 2012
Invoice Num: 14124
Billing Through: Mar 31, 2012

Red Rocks Vailey Subdivision (1219-00111) - Managed by (Thies D)

Services	Hours	Rate	Amount
Administration/Meetings/Miscellaneous			
▶ Professional Engineer	6.50	\$110.00	\$715.00
Control Surveys			
▶ Surveyor	3.00	\$115.00	\$345.00
Designer			
▶ Professional Engineer	4.00	\$80.00	\$320.00
Total Service Amount:			\$1,380.00

Reimbursable Expenses:

Date	Employee ID	Description	Amount
3/30/2012	George S	Mileage	\$8.33

Total Expenses: \$8.33

Amount Due This Invoice: \$1,388.33

This invoice is due on 5/4/2012



PROF Red Rocks
 PROJ job # (2210-230002)
 DESC Spec. Consult.
 CODE 22-23010
 APPVD _____ DATE _____

Invoice Approved by Project Manager



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Apr 4, 2012
Invoice Num: 14145
Billing Through: Mar 31, 2012

Construction Observation/Management (1219-00111:CO) - Managed by (Thies D)

Services

Construction Observation/Management

- ▶ Professional Engineer

Hours	Rate	Amount
4.00	\$110.00	\$440.00
Total Service Amount:		\$440.00
Amount Due This Invoice:		\$440.00

This invoice is due on 5/4/2012



PROP Red Rocks
PROJ job # (1210-29002)
DESC Const. Mgmt
CODE 29-120 (b)
APPVD _____ DATE _____



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: May 4, 2012
Invoice Num: 14201
Billing From: Apr 01, 2012
Billing To: Apr 30, 2012

Red Rocks Valley Subdivision (1219-00111) - Managed by (Thies D)

Services	Hours	Rate	Amount
Administration/Meetings/Miscellaneous			
▶ Professional Engineer	6.50	\$110.00	\$715.00
Construction			
▶ Professional Surveyor	1.00	\$110.00	\$110.00
▶ Professional Surveyor	9.50	\$115.00	\$1,092.50
Designer			
▶ Professional Engineer	32.50	\$80.00	\$2,600.00
Topography			
▶ Surveyor	15.50	\$115.00	\$1,782.50
▶ Professional Surveyor	1.00	\$110.00	\$110.00
Total Service Amount:			\$6,410.00



Reimbursable Expenses:

Date	Employee ID	Description	Amount
4/2/2012	George S	Mileage	\$12.21
4/3/2012	George S	Mileage	\$11.10
4/6/2012	George S	Lath	\$12.80
4/20/2012	Shellhorn D	Guineas	\$12.60
4/20/2012	Shellhorn D	Quick stakes	\$14.70
4/23/2012	Shellhorn D	Guineas	\$6.48
4/23/2012	Shellhorn D	Quick Stakes	\$7.56

PROP Red Rocks
 PROJ job # (231000002)
 DESC Spec. Consult.
 CODE 22-260(0)
 APPVD _____ DATE _____

Total Expenses: \$77.45

Amount Due This Invoice: \$6,487.45

This invoice is due on 6/3/2012

Invoice Approved by Project Manager



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: May 4, 2012
Invoice Num: 14202
Billing From: Apr 01, 2012
Billing To: Apr 30, 2012

Construction Observation/Management (1219-00111:CO) - Managed by (Thies D)

Services

Construction Observation/Management

- ▶ Professional Engineer

Hours Rate Amount

1.50 \$110.00 \$165.00

Total Service Amount: \$165.00

Amount Due This Invoice: \$165.00

This invoice is due on 6/3/2012

PROP Red Rocks
PROJ Job # (2310-130002)
DESC Constr. Mgmt
CODE 29-120 (6)
APPVD _____ DATE _____

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
6-13-12	4230	RedRcksInfrastr-FinS	2031023	7359.90	
CHECK DATE	6-22-12	CHECK NUMBER	9	TOTAL >	7359.90

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
6-13-12	4231	RedRcksInfrastr-FinS	2031023	14291.85	
CHECK DATE	6-22-12	CHECK NUMBER	10	TOTAL >	14291.85

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
4-04-12	14124	RedRcksInfrastr-Spec	2031023	1388.33	
CHECK DATE	6-22-12	CHECK NUMBER	11	TOTAL >	1388.33

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
4-04-12	14145	RedRcksInfrastr-Cons	2031023	440.00	
CHECK DATE	6-22-12	CHECK NUMBER	12	TOTAL >	440.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
5-04-12	14201	RedRcksInfrastr-Spec	2031023	6487.45	
CHECK DATE	6-22-12	CHECK NUMBER	13	TOTAL >	6487.45

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
5-04-12	14202	RedRcksInfrastr-Cons	2031023	165.00	
CHECK DATE	6-22-12	CHECK NUMBER	14	TOTAL >	165.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - Red Rocks Real Estate Partners	RRVDisburse#5	Red Rocks Valley/FP-2007-319/Disbursement #5	09/30/2012	09/30/2012	10/17/2012	10/16/2012		No	Gross: 29,861.10
									Freight: 0.00
Invoice Department: 06-630 PW&P,Planning			Check Sort Code:			Bank Account: Accounts Payable Clearing			State Tax: 0.00
270 St. Paul Street, Ste 300			Check Code:			Invoice Terms:			County Tax: 0.00
270 St. Paul Street, Ste 300			Manual Check: No						Local/City Tax: 0.00
Denver, CO 80206			Check Number:						Discount: 0.00
									Retainage: 0.00
									Net Amount: \$29,861.10

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #5	1.0000	EA	29,861.1000	29,861.10

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	29,861.10	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$29,861.10 Invoice Amount Unencumbered: \$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR
DEVELOPER: Red Rocks Real Estate Partners
ESCROW AGENCY: City Cash on Deposit
FP-2007-319

Construction Costs: \$180,000.00
20% City Security:
Total DIA Amount: \$180,000.00

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

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$16,614.33	\$0.00	\$78,070.75	\$0.00	\$0.00	\$9,990.10	\$104,675.18
Remaining Disbursable Balance		\$3,135.67	\$21,840.00	\$3,839.25	\$32,500.00	\$0.00	\$14,009.90	\$75,324.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$104,675.18, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 10-16-12
 Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300

Denver, CO 80206

Tel: (303)371-9000

Invoice No.

9/30/2012RR

Invoice Date

9/30/2012

JobRed Rocks Valley
Infrastructure**Customer:**City of Grand Junction

Attention: Rick Dorris, PE, CFM

Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to Adcock Concrete for Invoice #4283		\$ 4,148.53
2	Reimbursement for Payment to Adcock Concrete for Invoice #4252		\$ 6,468.10
3	Reimbursement for Payment to Adcock Concrete for Invoice #4251		\$ 6,145.35
4	Reimbursement for Payment to Adcock Concrete for Invoice #4254		\$ 18,249.80
5	Reimbursement for Payment to River City for Invoice #14282		\$ 1,225.10
6	Reimbursement for Payment to River City for Invoice #14365		\$ 1,500.00
7	Reimbursement Payment to River City for Invoice #14124 (Red Rocks Valley)		\$ (1,388.33)
8	Reimbursement Payment To River City for Invoice #14201 (Red Rocks Valley)		\$ (6,487.45)
		Subtotal	\$ 29,861.10
		Taxes	-
		TOTAL	\$ 29,861.10

*Please make check payable to
Red Rocks Real Estate Partners, LLC*

Payment is Due On Receipt of Invoice

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
8-07-12	4283	RedRcksInfrastr-Sign	2031023	4148.53	
CHECK DATE	9-25-12	CHECK NUMBER	202	TOTAL >	4148.53

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
8/7/2012	4283

BILL TO
River City Consultants

*OK
D. Hrus
9/4/2012*

Terms
Due on Receipt

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Supply, install and repair of sign posts as per plan at Red Rocks Valley	1	ls	4,283.53	4,283.53
Deduction for 1 speed limit sign. Existing speed limit sign to be used at current location	1	ls	-135.00	-135.00



PROP Red Rocks
 PROJ Job # 2310-230002
 DESC Event Site Costs
 CODE 23 350(c)
 APPVD [Signature] DATE _____

We Appreciate Your Business!	Total	\$4,148.53
------------------------------	--------------	------------

Punch list

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
7-05-12	4252	RedRcksInfrastr-FinS	2031023	6468.10
CHECK DATE	9-25-12	CHECK NUMBER	200	TOTAL >
				6468.10

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

ADCOCK CONCRETE


2458 Industrial Blvd. Ste I
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
7/5/2012	4252

BILL TO
River City Consultants

OK
D. Hrus
7/13/2012

DESCRIPTION	QTY	UNIT	RATE	AMOUNT	Terms
					Due on Receipt
Red Rock Valley Subdivision at Red Point Road: Raise manholes and grout	2	ea	160.00	320.00	<i>Punch punch sheet sheet sheet sheet sheet</i>
Clean and grout inlets	3	ea	170.00	510.00	
Clean and seal joints	1	ls	1,776.70	1,776.70	
Grout fill joints that are wider at centerline locations and at voids	1	ls	3,374.40	3,374.40	
Grind high spots that have heaved	70	lf	2.10	147.00	
Reinstall caulking at fillets that has previously failed	20	lf	2.80	56.00	
Additional sawcuts and joint seal left and right of centerline	1	ls	284.00	284.00	
 PROP <i>Red Rocks</i> PROJ <i>no # 2310-230007</i> DESC <i>Final Site Cost</i> CODE <i>23-85010</i> APPV <i>[Signature]</i> DATE _____					
We Appreciate Your Business!			Total	\$6,468.10 - 830	

5638.10

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
7-05-12	4251	RedRcksInfrastr-FinS	2031023	6145.35	
CHECK DATE	9-25-12	CHECK NUMBER	199	TOTAL >	6145.35

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
7/5/2012	4251

BILL TO

River City Consultants

*OK
P. Hrus
7/13/2012*

Terms

Due on Receipt

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
Red Rocks Valley Subdivision at Ruby Canyon Road: Raise manholes and grout	1	ea	160.00	160.00
Clean and grout inlets	1	ea	170.00	170.00
Clean and seal joints	1	ls	1,228.95	1,228.95
Grout fill and void fill joints that are wider at centerline	1	ls	2,140.80	2,140.80
Grind high spots that have heaved	142	lf	2.10	298.20
Remove and replace concrete	130	sf	7.30	949.00
Epoxy fill crack	18	lf	14.80	266.40
Additional sawcuts and joint seal left and right of centerline	1	ls	932.00	932.00

*Punch
Punch
street
street
street
street
street*



PROP Red Rocks
 PROJ Job # 2310-230002
 DESC Fixed Site Costs
 CODE 23-850(0)
 APPVD _____ DATE _____

[Handwritten signature]

We Appreciate Your Business!

Total

\$6,145.35

*- 330
5815.35*

Red Rocks Real Estate Partners, LLC

ADC245

Adcock Concrete

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
7-05-12	4254	RedRcksInfrastr-FinS	2031023	18249.80	
CHECK DATE	9-25-12	CHECK NUMBER	201	TOTAL >	18249.80

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

ADCOCK CONCRETE

2458 Industrial Blvd. Ste 1
Grand Junction, CO 81505
Phone: 970-242-8567
Fax: 970-242-2061

Invoice

DATE	INVOICE #
7/5/2012	4254

BILL TO
River City Consultants

*OK
D. Huns
7/13/2012*

DESCRIPTION	QTY	UNIT	RATE	Terms	
				AMOUNT	Due on Receipt
Red River Subdivision <u>Rock Valley</u> : Raise manholes and grout	16	ca	160.00	2,560.00	<i>punch</i>
Clean and grout inlets	4	ea	170.00	680.00	<i>punch</i>
Clean and seal joints	1	ls	4,176.40	4,176.40	<i>street</i>
Grout fill and void fill joints that are wider at centerline	1	ls	6,672.00	6,672.00	<i>street</i>
Grind high spots that have heaved	204	lf	2.10	428.40	<i>street</i>
Remove and replace concrete	125	sf	7.30	912.50	<i>street</i>
Installation of expansion joint with slip dowels and caulking	25	lf	4.90	122.50	<i>street</i>
Additional sawcuts and joint seal left and right of centerline	1	ls	2,288.00	2,288.00	<i>street</i>
Repair concrete "popcuts" (approximately 12 locations)	1	ls	410.00	410.00	<i>street</i>
<p>PROJ <i>Red Rocks</i></p> <p>PROJ <i># 2319-230002</i></p> <p>DESC <i>Final Site Corr</i></p> <p>CODE <i>23/850(e)</i></p> <p>APPV <i>[Signature]</i> DATE _____</p>					
We Appreciate Your Business!				Total	\$18,249.80 - 3240.00

ENTERED

*2560
680
3240 punch*

15,009.80 street

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
6-05-12	14282	RedRcks-InfrastrSpec	2031023	1225.10	
CHECK DATE	8-29-12	CHECK NUMBER	185	TOTAL >	1225.10

PLEASE DETACH AND RETAIN FOR YOUR RECORDS



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jun 5, 2012
Invoice Num: 14282
Billing From: May 01, 2012
Billing To: May 31, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-0011:CO) - Managed by (Thies D)

Services	Hours	Rate	Amount
Construction Observation/Management			
▶ Professional Engineer	7.50	\$110.00	\$825.00
PC-Administration/Meetings/Miscellaneous			
▶ Project Coordinator	0.50	\$80.00	\$40.00
Stormwater Management			
▶ Professional Engineer	5.00	\$70.00	\$350.00
Total Service Amount:			\$1,215.00

Reimbursable Expenses:

Date	Employee ID	Description	Amount
5/8/2012	States T	Plots/Copies 8 1/2 by 11	\$10.10
Total Expenses:			\$10.10
Amount Due This Invoice:			\$1,225.10

This invoice is due on 7/5/2012



PROP Red Rocks Infrastr.
 PROJ job # 2310-230602
 DESC Spec. Consult.
 CODE 22-28010
 APPVD _____ DATE _____

OK

OK

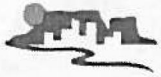
Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
7-06-12	14365	RedRcks-InfrastrSpec	2031023	1500.00	
CHECK DATE	8-29-12	CHECK NUMBER	187	TOTAL >	1500.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jul 6, 2012
Invoice Num: 14365
Billing From: Jun 01, 2012
Billing To: Jun 30, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Services

Construction Observation/Management

- ▶ Professional Engineer

Stormwater Management

- ▶ Professional Engineer

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Construction Observation/Management	2.50	\$110.00	\$275.00
Stormwater Management	17.50	\$70.00	\$1,225.00
Total Service Amount:			\$1,500.00
Amount Due This Invoice:			\$1,500.00

This invoice is due on 8/5/2012



PROP Red Rocks Tugrostr.
PROJ Job # 2310-230002
DESC Spec. Consult.
CODE 22-25010
APPVD _____ DATE _____

OK

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-630 PW&P,Planning		Batch Date: 12/12/2012	Batch Number: 2012-00003270		Batch Description: Leslie				
6009 - Red Rocks Real Estate Partners	RRVDisburse#6	Red Rocks Valley/FP-2007-319/Disbursement #6	12/10/2012	12/10/2012	12/12/2012	12/10/2012		No	Gross: 1,885.00
									Freight: 0.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:			Bank Account: Accounts Payable Clearing			State Tax: 0.00	
270 St. Paul Street, Ste 300		Check Code:			Invoice Terms:			County Tax: 0.00	
270 St. Paul Street, Ste 300		Manual Check: No						Local/City Tax: 0.00	
Denver, CO 80206		Check Number:						Discount: 0.00	
									Retainage: 0.00
									Net Amount: \$1,885.00

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #6	1.0000	EA	1,885.0000	1,885.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	1,885.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$1,885.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$1,885.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$1,885.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$1,885.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR	Construction Costs: \$180,000.00	DIA NOT RECORDED:
DEVELOPER: Red Rocks Real Estate Partners	20% City Security:	DIA RECORDED:
ESCROW AGENCY: City Cash on Deposit FP-2007-319	Total DIA Amount: \$180,000.00	Book - _____ Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$16,614.33	\$0.00	\$78,070.75	\$0.00	\$0.00	\$11,875.10	\$106,560.18
Remaining Disbursable Balance		\$3,135.67	\$21,840.00	\$3,839.25	\$32,500.00	\$0.00	\$12,124.90	\$73,439.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$106,560.18, including all previous payments, to the Developer for work completed on the Project.

Signature: _____

Date: _____

Name: Rick Dorris

Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

RECEIVED

DEC 10 2012

Red Rocks Real Estate Partners, LLC

COMMUNITY DEVELOPMENT
DEPT.

Infrastructure Draw Request # 6

November 30, 2012

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	75,325	(1,885)	-	73,440
Total	75,325	(1,885)	-	73,440

Infrastructure Costs

Vendors:

River City Consultants Inc
Adcock Concrete

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	-	1,885	1,885	11,875
Adcock Concrete	-	-	-	94,685
Total	-	1,885	1,885	106,560

Draw Approval for \$ 1,885

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300

Denver, CO 80206

Tel: (303)371-9000

Invoice No.

11/30/2012RR

Invoice Date

11/30/2012

Job

Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction

Attention: Rick Dorris, PE, CFM

Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City for Invoice #14432		\$ 955.00
2	Reimbursement for Payment to River City for Invoice #14503		\$ 435.00
3	Reimbursement Payment to River City for Invoice #14659		\$ 495.00
<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>			
		Subtotal	\$ 1,885.00
		Taxes	-
		TOTAL	\$ 1,885.00



Payment is Due On Receipt of Invoice

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
8-08-12	14432	RdRcksInfrastr-07/12	2031023	955.00
CHECK DATE	12-03-12	CHECK NUMBER	240	TOTAL > 955.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
8-08-12	14432	RdRcksInfrastr-07/12	2031023	955.00
CHECK DATE	12-03-12	CHECK NUMBER	240	TOTAL > 955.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
December 3, 2012	240	*\$955.00

Pay:*****Nine hundred fifty-five dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.





River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Aug 8, 2012
Invoice Num: 14432
Billing From: Jul 01, 2012
Billing To: Jul 31, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
7/2/2012	Thies D	Construction Observation/Management Sign plans, temp turn around plans, telephone Adcock.	1.50	\$110.00	\$165.00
7/12/2012	Thies D	Construction Observation/Management Review Adcock Invoices, email Adcock, etc.	2.00	\$110.00	\$220.00
7/18/2012	Mace J	Designer SWMP Inspection, mtg with Vance and contractor to discuss lot grading	2.50	\$80.00	\$200.00
7/18/2012	Thies D	Construction Observation/Management Acceptance/Punch list items - signage and temp turnaround	1.00	\$110.00	\$110.00
7/19/2012	Mace J	Designer Inspection form	0.50	\$80.00	\$40.00
7/20/2012	Thies D	Construction Observation/Management Sign estimate approval, review budget.	1.00	\$110.00	\$110.00
7/31/2012	Thies D	Construction Observation/Management Overall site inspection - looked a temp turn-around.	1.00	\$110.00	\$110.00

Total Service Amount: \$955.00

Amount Due This Invoice: \$955.00

This invoice is due on 9/7/2012

PROP Red Rocks Turfgrass.
 PROJ. NO. # 2310-230002
 DESC. Spec. Consult.
 CODE 22-28010
 APPROV. [Signature] DATE



Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
9-06-12	14503	RdRcksInfrastr-08/12	2031023	435.00
CHECK DATE	12-03-12	CHECK NUMBER	241	TOTAL > 435.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
9-06-12	14503	RdRcksInfrastr-08/12	2031023	435.00
CHECK DATE	12-03-12	CHECK NUMBER	241	TOTAL > 435.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407
AMOUNT

DATE CHECK NO.

December 3, 2012 241 *\$435.00

Pay:*****Four hundred thirty-five dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Sep 6, 2012
Invoice Num: 14503
Billing From: Aug 01, 2012
Billing To: Aug 31, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
8/16/2012	Thies D	Final Plan/Plat Red Canyon erosion control	1.00	\$110.00	\$110.00
8/22/2012	Mace J	Designer RAS model output, material selection for bank stabilization	2.00	\$80.00	\$160.00
8/22/2012	Thies D	Final Plan/Plat Erosion control - call GJ Pipe	1.50	\$110.00	\$165.00

Total Service Amount: \$435.00

Amount Due This Invoice: \$435.00

This invoice is due on 10/6/2012



PROP Red Rocks Infrastr.
 PROJ Job # 2310-230002
 DESC Spec. Consult.
 CODE 22-2500
 APPROV [Signature] DATE [Signature]

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-06-12	14659	RdRcksInfrastr-10/12	2031023	495.00
CHECK DATE	12-03-12	CHECK NUMBER	242	TOTAL > 495.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
11-06-12	14659	RdRcksInfrastr-10/12	2031023	495.00
CHECK DATE	12-03-12	CHECK NUMBER	242	TOTAL > 495.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
December 3, 2012	242	*\$495.00

Pay:*****Four hundred ninety-five dollars and no cents

PAY TO THE ORDER OF
River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.





River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Nov 6, 2012
Invoice Num: 14659
Billing From: Oct 01, 2012
Billing To: Oct 31, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
10/8/2012	Thies D	Construction Observation/Management Work with Rick Dorris - invoices, status, etc.	1.50	\$110.00	\$165.00
10/23/2012	Thies D	Construction Observation/Management Red Canyon drainage design	1.50	\$110.00	\$165.00
10/31/2012	Thies D	Construction Observation/Management Red Canyon erosion control design	1.50	\$110.00	\$165.00

Total Service Amount: \$495.00

Amount Due This Invoice: \$495.00

This invoice is due on 12/6/2012

PROP Red Rocks Instrostr.
PROJ 126 # 1310-00002
DESC Spec. Consult.
CODE 22-28010
APPVD _____ DATE _____



City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 06-630 PW&P,Planning		Batch Date: 04/24/2013	Batch Number: 2013-00000799		Batch Description: Leslie				
6009 - Red Rocks Real Estate Partners	RRVDisburse#7	Red Rocks Valley/FP-2007-319/Disbursement #7	04/16/2013	04/16/2013	04/24/2013	04/16/2013		No	Gross: 6,360.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		Freight: 0.00				
270 St. Paul Street, Ste 300		Check Code:	Invoice Terms:		State Tax: 0.00				
270 St. Paul Street, Ste 300		Manual Check: No			County Tax: 0.00				
Denver, CO 80206		Check Number:			Local/City Tax: 0.00				
					Discount: 0.00				
					Retainage: 0.00				
					Net Amount: \$6,360.00				

Detail:	P.O. Number	C/D/F/T/ A/I/099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Red Rocks Valley/FP-2007-319/Disbursement #7	1.0000	EA	6,360.0000	6,360.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	6,360.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$6,360.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$6,360.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$6,360.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$6,360.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00
Grand Total Discount:	\$0.00
Grand Total Retainage:	\$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR	Construction Costs: \$180,000.00	DIA NOT RECORDED:
DEVELOPER: Red Rocks Real Estate Partners	20% City Security:	DIA RECORDED:
ESCROW AGENCY: City Cash on Deposit	Total DIA Amount: \$180,000.00	Book - _____
FP-2007-319		Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRIG.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
16-Apr-13	rad						\$6,360.00	\$6,360.00
								\$0.00
								\$0.00
								\$0.00
Total Disbursed		\$16,614.33	\$0.00	\$78,070.75	\$0.00	\$0.00	\$18,235.10	\$112,920.18
Remaining Disbursable Balance		\$3,135.67	\$21,840.00	\$3,839.25	\$32,500.00	\$0.00	\$5,764.90	\$67,079.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$112,920.18, including all previous payments, to the Developer for work completed on the Project.

Signature: *Rick Dorris*
Name: Rick Dorris

Date: 4-16-13
Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

2310-230002 Red Rocks RE Partners - Infrass Include Closed Jobs: No

<u>Cat</u>	<u>Acctg</u> <u>Date</u>	<u>Description</u>	<u>Vendor Name</u>	<u>Units</u>	<u>Amount</u>
Professional Fees					
22-280		Special Consultants			
0	12-31-2012	RedRck-SpecConsultNov12	River City Consultants Inc		165.00
0	02-28-2013	RedRcksInfrastr-01/13SpecConsu	River City Consultants Inc		1,690.00
0	02-28-2013	RedRocksInfrastr-02/13SpecCons	River City Consultants Inc		2,885.00
0	03-31-2013	RedRcksInfrastr-Dec12SpecConsu	River City Consultants Inc		1,620.00
				Other Total	6,360.00*
				Special Consultants Total	6,360.00*
				Primary Total	6,360.00*
				Red Rocks RE Partners - Infrass Total	6,360.00*
				Report Total	6,360.00*



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Dec 5, 2012
Invoice Num: 14732
Billing From: Nov 01, 2012
Billing To: Nov 30, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-0011 I:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
11/7/2012	Thies D	Construction Observation/Management Red Canyon Storm Drain Design	1.50	\$110.00	\$165.00

Total Service Amount: \$165.00

Amount Due This Invoice: \$165.00

This invoice is due on 1/4/2013

PROP Red Rocks - Turf
 PROJ 2310-00002
 DESC Spec. Consult.
 CODE 22-28010
 APPVD _____ DATE _____



=> see attached



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Feb 5, 2013
Invoice Num: 14832
Billing From: Jan 01, 2013
Billing To: Jan 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-0011 CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
1/2/2013	Mace J	Designer Red Canyon Wash HEC-RAS analysis, design rip rap for proposed grading, set up sheet	3.50	\$80.00	\$280.00
1/3/2013	Mace J	Designer red canyon wash channel and riprap design	3.00	\$80.00	\$240.00
1/3/2013	Thies D	Construction Observation/Management Rip- rap design. Look at limits of placement.	0.50	\$110.00	\$55.00
1/4/2013	Mace J	Designer import/export HEC-RAS data to/from autocad	3.50	\$80.00	\$280.00
1/8/2013	Mace J	Designer channel and rip rap design, rip rap limits	1.00	\$80.00	\$80.00
1/10/2013	Thies D	Construction Observation/Management Site visit - met with Vance	1.50	\$110.00	\$165.00
1/11/2013	Thies D	Construction Observation/Management Stormwater report, send to Vance.	0.50	\$110.00	\$55.00
1/30/2013	Mace J	Designer channel and riprap design, email to Rick Dorris	3.00	\$80.00	\$240.00
1/30/2013	Mace J	Designer channel and riprap design, email to Rick Dorris	1.00	\$80.00	\$80.00
1/31/2013	Thies D	Construction Observation/Management Rip-rap design - final	0.50	\$110.00	\$55.00
1/31/2013	Mace J	Designer comments from Rick re: riprap design	2.00	\$80.00	\$160.00

Total Service Amount: \$1,690.00

Amount Due This Invoice: \$1,690.00

This invoice is due on 3/7/2013

OK. [Signature]

PROP Red Rocks-Infrastructure
PROJ 2310-230008
DESC Spec. Consultants
CODE 22-760 (P)
APPVD _____ DATE _____





River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
Info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Mar 5, 2013
Invoice Num: 14883
Billing From: Feb 01, 2013
Billing To: Feb 28, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-0011) (CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
2/6/2013	Thies D	Construction Observallon/Management Site visit, inspection, report to Vance.	1.50	\$110.00	\$165.00
2/7/2013	Mace J	Designer Scour analysis per Rick Dorris comment	1.00	\$80.00	\$80.00
2/8/2013	Mace J	Designer Scour analysis.	1.00	\$80.00	\$80.00
2/11/2013	Mace J	Designer Scour analysis on channel	5.00	\$80.00	\$400.00
2/12/2013	Mace J	Designer Scour analysis	1.00	\$80.00	\$80.00
2/13/2013	Mace J	Designer Scour depth calcs	3.50	\$80.00	\$280.00
2/14/2013	Mace J	Designer Scour calcs and rip rap spreadsheet	2.00	\$80.00	\$160.00
2/15/2013	Mace J	Designer adding WSE to cross sections	3.00	\$80.00	\$240.00
2/18/2013	Mace J	Designer Addressing comments from Rick Dorris, Vert. exaggeration and WSE on x-sections,	3.00	\$80.00	\$240.00
2/19/2013	Mace J	Designer rip rap design, comments from Rick Dorris	2.50	\$80.00	\$200.00
2/20/2013	Mace J	Designer review RAS model for critical flow	1.00	\$80.00	\$80.00
2/21/2013	Mace J	Designer rip rap design	2.00	\$80.00	\$160.00
2/22/2013	Mace J	Designer address comments from city	1.00	\$80.00	\$80.00
2/25/2013	Reis N	CAD Technician clean up riprap design sheet, start grading lot 3	6.25	\$70.00	\$437.50
2/25/2013	Mace J	Designer Red Canyon Wash riprap/grading plan	0.50	\$80.00	\$40.00
2/25/2013	Thies D	Construction Observation/Management Site visit, storm water report	1.00	\$110.00	\$110.00
2/26/2013	Reis N	CAD Technician make riprap grading infrastructure	0.75	\$70.00	\$52.50

NEED
BROKEN
DOWN

ENTERED

PROP Red Canyon Infrastructure
 PROJ 2510-23002
 DESC Spec. Consultants
 CODE 22-26010
 APPVD _____ DATE _____

APPROVED

Total Service Amount: \$2,885.00

Amount Due This Invoice: \$2,885.00

This invoice is due on 4/1/2013



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jan 4, 2013
Invoice Num: 14779
Billing From: Dec 01, 2012
Billing To: Dec 31, 2012

Construction Observation/Mgmt. (City Acceptance) (1219-0011:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
12/3/2012	Thies D	Construction Observation/Management Red Canyon Drainage design.	2.00	\$110.00	\$220.00
12/10/2012	States T	Non-Billable Trying to get projects to reconcile with City records	1.75	\$80.00	No Charge
12/10/2012	Thies D	Construction Observation/Management drainage design - call Parkerson, rip-rap	1.00	\$110.00	\$110.00
12/13/2012	Mace J	Designer Meeting with city regarding channel lining	3.00	\$80.00	\$240.00
12/13/2012	Thies D	Construction Observation/Management Site meeting with Rick Dorris, Mark Barslund	2.00	\$110.00	\$220.00
12/17/2012	Mace J	Designer rip rap design	1.50	\$80.00	\$120.00
12/17/2012	Thies D	Construction Observation/Management Rip-rap design.	1.00	\$110.00	\$110.00
12/18/2012	Mace J	Designer rip rap sizing	2.00	\$80.00	\$160.00
12/19/2012	Mace J	Designer import topo to existing surface, proposed grading on channel	3.50	\$80.00	\$280.00
12/20/2012	Mace J	Designer export hec-ras sections	1.00	\$80.00	\$80.00
12/27/2012	Mace J	Designer HEC-RAS w/ proposed grading	1.00	\$80.00	\$80.00

Total Service Amount: \$1,620.00

Amount Due This Invoice: \$1,620.00

This invoice is due on 2/3/2013

PROP Red Rocks REP-Infrastr.
PROJ Job # 2310-230002
DESC Spec. Consult.
CODE 22-28010
APPVD _____ DATE _____



**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR	Construction Costs: \$180,000.00	DIA NOT RECORDED:
DEVELOPER: Red Rocks Real Estate Partners	20% City Security:	DIA RECORDED:
ESCROW AGENCY: City Cash on Deposit FP-2007-319	Total DIA Amount: \$180,000.00	Book - _____ Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRI.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
16-Apr-13	rad						\$6,360.00	\$6,360.00
20-Aug-13	rad						\$1,935.00	\$1,935.00
								\$0.00
								\$0.00
Total Disbursed		\$16,614.33	\$0.00	\$78,070.75	\$0.00	\$0.00	\$20,170.10	\$114,855.18
Remaining Disbursable Balance		\$3,135.67	\$21,840.00	\$3,839.25	\$32,500.00	\$0.00	\$3,829.90	\$65,144.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$114,855.18, including all previous payments, to the Developer for work completed on the Project.

Signature: 
Name: Rick Dorris

Date: 8-20-13
Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300

Denver, CO 80206

Tel: (303)371-9000

Invoice No.

06/30/2013RR

Invoice Date

6/30/2013

JobRed Rocks Valley
Infrastructure**Customer:****City of Grand Junction**

Attention: Rick Dorris, PE, CFM

Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City for Invoice #14940		\$ 405.00
2	Reimbursement for Payment to River City for Invoice #15015		\$ 825.00
3	Reimbursement Payment to River City for Invoice #15086		\$ 385.00
4	Reimbursement Payment to River City for Invoice #15167		\$ 320.00
		<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>	
		Subtotal	\$ 1,935.00
		Taxes	-
		TOTAL	\$ 1,935.00

Payment is Due On Receipt of Invoice

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
4-04-13	14940	RedRcksInfrastr-03/1	2031023	405.00	
CHECK DATE	5-23-13	CHECK NUMBER	503	TOTAL >	405.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC
270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
May 23, 2013	503	*\$405.00

Pay:*****Four hundred five dollars and no cents

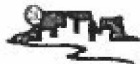
PAY TO THE ORDER OF
River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
Info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Apr 4, 2013
Invoice Num: 14940
Billing From: Mar 01, 2013
Billing To: Mar 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-0011 tCO) - Managed by (Thies D)

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/11/2013	Mace J	Designer Comments from Rick Dorris	1.00	\$80.00	\$80.00
3/12/2013	Mace J	Designer Address comments from Rick	1.00	\$80.00	\$80.00
3/13/2013	Mace J	Designer Comments from Rick Dorris on Red Canyon Wash	1.00	\$80.00	\$80.00
3/13/2013	Thies D	Construction Observation/Management Storm water inspection	1.00	\$110.00	\$110.00
3/14/2013	Thies D	Construction Observation/Management Storm water report, complete and distribute.	0.50	\$110.00	\$55.00

Total Service Amount: \$405.00

Amount Due This Invoice: \$405.00

This invoice is due on 5/4/2013

PROP Red Rocks Turbidity
 PROJ # 2310-230002
 DESC Spec. Consult.
 CODE 22-280(0)
 APPVD _____ DATE _____

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
5-08-13	15015	RedRcksInfrastr-04/1	2031023	825.00	
CHECK DATE	5-23-13	CHECK NUMBER	504	TOTAL >	825.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
May 23, 2013	504	*\$825.00

Pay:*****Eight hundred twenty-five dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: May 8, 2013
Invoice Num: 15015
Billing From: Apr 01, 2013
Billing To: Apr 30, 2013

Construction Observation/Mgmt. (City Acceptance) [1219-001] [CO] - Managed by (Thies D)

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/4/2013	Thies D	Construction Observation/Management Storm water site visit/report.	1.50	\$110.00	\$165.00
4/16/2013	Mace J	Administration/Meetings/Miscellaneous Phone calls with Marcus to explain rip rap plans.	1.00	\$110.00	\$110.00
4/17/2013	Mace J	Administration/Meetings/Miscellaneous Questions from Parkerson and Marcus regarding riprap	1.00	\$110.00	\$110.00
4/18/2013	Mace J	Administration/Meetings/Miscellaneous Discuss riprap design w/ Marcus, answer questions from Parkerson	1.00	\$110.00	\$110.00
4/19/2013	Mace J	Administration/Meetings/Miscellaneous floodplain for south channel, discuss with Rick Dorris, review Landesign files for delineation	2.50	\$110.00	\$275.00
4/30/2013	Mace J	Administration/Meetings/Miscellaneous discussions regarding RediRock vs riprap	0.50	\$110.00	\$55.00

Total Service Amount: \$825.00

Amount Due This Invoice: \$825.00

This invoice is due on 6/7/2013



PROP Red Rocks - Infrastr
 PROJ # 2310-230002
 DESC Spec. Construct.
 CODE CC-26010
 APPVD _____ DATE _____

Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE/AMOUNT
6-05-13	15086	RedRcksInfrastr-05/1	2031023	385.00
CHECK DATE	7-10-13	CHECK NUMBER	548	TOTAL > 385.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
July 10, 2013	548	*\$385.00

Pay:*****Three hundred eighty-five dollars and no cents

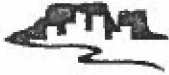
PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506



VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000

SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jun 5, 2013
Invoice Num: 15086
Billing From: May 01, 2013
Billing To: May 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-0011) (CO) - Managed by (Thies D)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/1/2013	Thies D	Construction Observation/Management Retaining wall block option.	0.50	\$110.00	\$55.00
5/9/2013	Mace J	Administration/Meetings/Miscellaneous Discuss riprap vs wall with Marcus	0.50	\$110.00	\$55.00
5/16/2013	Thies D	Construction Observation/Management Rip Rap quote from Kaus Construction	0.50	\$110.00	\$55.00
5/17/2013	Mace J	Administration/Meetings/Miscellaneous rip rap vs wall, discussions with contractors and city	1.00	\$110.00	\$110.00
5/21/2013	Thies D	Construction Observation/Management Work on rip-rap bids, telephone H-B, Vance, etc.	1.00	\$110.00	\$110.00

Total Service Amount: \$385.00

Amount Due This Invoice: \$385.00

This invoice is due on 7/5/2013

PROP Red Rocks - Juvrastr.
PROJ # 2210 - 250002
DESC Spec. Comput.
CODE 122-28010
APPVD _____ DATE _____

APPROVED
[Signature]



Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE/AMOUNT
7-05-13	15167	RedRcksInfrastr-06/1	2031023	320.00
CHECK DATE	7-10-13	CHECK NUMBER	549	TOTAL > 320.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Red Rocks Real Estate Partners, LLC

270 St. Paul Street, Suite 300
Denver, CO 80206
(303) 371-9000

Alpine Bank
Grand Junction
225 North 5th Street
Grand Junction, CO 81501

1021
03407

DATE	CHECK NO.	AMOUNT
July 10, 2013	549	*\$320.00

Pay:*****Three hundred twenty dollars and no cents

PAY TO THE ORDER OF River City Consultants Inc
744 Horizon Ct
#110
Grand Junction, CO 81506

VOID if Not Cashed Within 6 Months

Two Signatures Required if Over \$10,000



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Jul 5, 2013
Invoice Num: 15167
Billing From: Jun 01, 2013
Billing To: Jun 30, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-0011 (CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
6/6/2013	Mace J	Designer revise rip rap calcs for SG=2.5	2.00	\$80.00	\$160.00
6/13/2013	Mace J	Designer revise rip rap dwg for lower SG	1.50	\$80.00	\$120.00
6/19/2013	Mace J	Designer Answer contractor questions regarding riprap excavation	0.50	\$80.00	\$40.00

Total Service Amount: \$320.00

Amount Due This Invoice: \$320.00

This invoice is due on 8/4/2013

OPEN SPACE
APPROVED

PROP Red Rocks-Infrastructure
PROJ # 2310-23002
DESC Spcl. Comput.
CODE 22-2801
APPVD _____ DATE _____



Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request # 8

June 30, 2013

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	67,080	(1,935)	-	65,145
Total	67,080	(1,935)	-	65,145

Infrastructure Costs**Vendors:**

River City Consultants Inc

Adcock Concrete

Total

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	-	1,935	1,935	20,170
Adcock Concrete	-	-	-	94,685
Total	-	1,935	1,935	114,855

Draw Approval for	\$ 1,935
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City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
---------------------------	--------	-------------	--------------	----------	----------	---------------	-------------------------	-------	---------

Batch Department: 06-630 PW&P,Planning Batch Date: 09/18/2013 Batch Number: 2013-00001884 Batch Description: leslie
6009 - Red Rocks Real Estate Partners RRVDIsburse#9 Red Rocks Valley/FP-2007-319/Disbursement #9 09/18/2013 09/18/2013 09/18/2013 09/18/2013 No Gross: \$2,489.00

Invoice Department: 06-630 PW&P,Planning Check Sort Code: Bank Account: Accounts Payable Clearing Freight: 0.00
270 St. Paul Street, Ste 300 Check Code: Invoice Terms: State Tax: 0.00
270 St. Paul Street, Ste 300 Manual Check: No Local/City Tax: 0.00
Denver, CO 80206 Check Number: Discount: 0.00
Retainage: 0.00
Net Amount: \$52,489.00

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N	REIMBURSEMENT - Red Rocks Valley/FP-2007-319/Disbursement #9	1.0000	EA	52,489.0000	52,489.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund Deposits Payable)	52,489.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$52,489.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$52,489.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$52,489.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$52,489.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City:	\$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR	Construction Costs: \$180,000.00	DIA NOT RECORDED:
DEVELOPER: Red Rocks Real Estate Partners	20% City Security:	DIA RECORDED:
ESCROW AGENCY: City Cash on Deposit	Total DIA Amount: \$180,000.00	Book - _____
FP-2007-319		Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRIG.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
16-Apr-13	rad						\$6,360.00	\$6,360.00
20-Aug-13	rad						\$1,935.00	\$1,935.00
18-Sep-13	rad		\$19,450.00		\$32,500.00		\$539.00	\$52,489.00
								\$0.00
Total Disbursed		\$16,614.33	\$19,450.00	\$78,070.75	\$32,500.00	\$0.00	\$20,709.10	\$167,344.18
Remaining Disbursable Balance		\$3,135.67	\$2,390.00	\$3,839.25	\$0.00	\$0.00	\$3,290.90	\$12,655.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$167,344.18, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Date: 9-18-13

Name: Rick Dorris

Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request # 9

September 30, 2013

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	65,145	(52,489)	-	12,656
Total	65,145	(52,489)	-	12,656

Infrastructure Costs**Vendors:**

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	539	-	539	20,709
Adcock Concrete	-	-	-	94,685
Kaus Construction, LLC	51,950	-	51,950	51,950
Total	52,489	-	52,489	167,344

Draw Approval for	\$ 52,489
-------------------	-----------



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Aug 6, 2013
Invoice Num: 15251
Billing From: Jul 01, 2013
Billing To: Jul 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/1/2013	Thies D	Construction Observation/Management Disbursement review and response to Vance.	1.00	\$110.00	\$110.00
7/16/2013	Thies D	Construction Observation/Management Stormwater visit - Report	1.50	\$110.00	\$165.00
7/29/2013	Thies D	Construction Observation/Management Site visit/Storm Water report to Vance.	1.50	\$110.00	\$165.00
Total Service Amount:					\$440.00

Reimbursable Expenses:

7/1/2013	States T	Red Rocks Valley-Specific Gravity HBET			\$99.00
Total Expenses:					\$99.00
Amount Due This Invoice:					\$539.00

This invoice is due on 9/5/2013

PROP Red Rocks
PROJ 2310-230002
DESC Civil Engineer / Spec Consult
CODE 22-280(CO)
APPVD W DATE _____



Red Rocks Real Estate Partners, LLC

RIV744

River City Consultants Inc

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
8-06-13	15251	RR-SpecConsultthru7/	2031023	539.00
CHECK DATE	9-17-13	CHECK NUMBER	616	TOTAL > 539.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Kaus Construction, LLC

120 Desert Vista Ct
 Whitewater, CO 81527
 (970) 234-1236

Invoice



Date	Invoice #
8/18/2013	57

Bill To	PROJ <u>Red Rocks</u> PROJ <u>2310-230007</u> DESC <u>Infrastructure</u> CODE <u>2-220 (3)</u> APPVD _____ DATE _____
PAULS CORP. RED CANYON WASH RIP RAP AND GRADING vancevelarde@paulscorp.com	

APPROVED

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	MOBILIZATION	800.00	800.00
1	SHAPING AND SUBGRADE PREP	2,650.00	2,650.00
450	CLASS D-24" IN PLACE (CU. YD.)	90.00	40,500.00
200	CLASS D-50 IN PLACE (CU. YD.)	40.00	8,000.00
NO IMPORT OR EXPORT OF ANY MATERIALS OTHER THAN STATED ABOVE, TOP OF ROCKS WILL VARY DUE TO SHAPE OF ROCKS, SPECIFIC GRAVITY WAS SLIGHTLY LESS THAN SPEC. WHICH REQUIRES A MAJORITY TO BE 24" DIAMETER. THIS DIAMETER REQUIRES MORE LOADS TO ACCOMPLISH L X W =SQ.FT. OR TONS AS IT IS SOLD. ANY QUESTIONS PLEASE CALL ME (970)-234-1236			

We appreciate your prompt payment.

Total \$51,950.00

Red Rocks Real Estate Partners, LLC

KAU120

Kaus Construction, LLC

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT	
8-18-13	57	RedRocks-InfrastrucD	2031023	51950.00	
CHECK DATE	9-17-13	CHECK NUMBER	615	TOTAL >	51950.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
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Batch Department: 06-630 PW&P,Planning Batch Date: 11/20/2013 Batch Number: 2013-00002267 Batch Description: Leslie

6009 - Red Rocks Real Estate Partners	RRVDisburse#10	Red Rocks Valley/FP-2007-319/Disbursement #10	11/08/2013	11/08/2013	11/15/2013	11/14/2013		No	Gross: 2,475.00
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Invoice Department: 06-630 PW&P,Planning
 270 St. Paul Street, Ste 300
 270 St. Paul Street, Ste 300
 Denver, CO 80206

Check Sort Code:
 Check Code:
 Manual Check: No
 Check Number:

Bank Account: Accounts Payable Clearing
 Invoice Terms:

Freight:	0.00
State Tax:	0.00
County Tax:	0.00
Local/City Tax:	0.00
Discount:	0.00
Retainage:	0.00
Net Amount:	\$2,475.00

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
	N/N/N/N/N/N		REIMBURSEMENT - Red Rocks Valley/FP-2007-319/Disbursement #10	1.0000	EA	2,475.0000	2,475.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	2,475.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$2,475.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$2,475.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$2,475.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$2,475.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City:	\$0.00

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Red Rocks Valley - REPAIR	Construction Costs: \$180,000.00	DIA NOT RECORDED:
DEVELOPER: Red Rocks Real Estate Partners	20% City Security:	DIA RECORDED:
ESCROW AGENCY: City Cash on Deposit	Total DIA Amount: \$180,000.00	Book - _____
FP-2007-319		Page - _____

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRIG.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
16-Apr-13	rad						\$6,360.00	\$6,360.00
20-Aug-13	rad						\$1,935.00	\$1,935.00
18-Sep-13	rad		\$19,450.00		\$32,500.00		\$539.00	\$52,489.00
8-Nov-13	rad						\$2,475.00	\$2,475.00
Total Disbursed		\$16,614.33	\$19,450.00	\$78,070.75	\$32,500.00	\$0.00	\$23,184.10	\$169,819.18
Remaining Disbursable Balance		\$3,135.67	\$2,390.00	\$3,839.25	\$0.00	\$0.00	\$815.90	\$10,180.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$169,819.18, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Date: 11-8-13

Name: Rick Dorris

Title: Development Engineer

10/16/2012 There was a mix up with River City's invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.

Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request # 10

October 31, 2013

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	12,656	(2,475)	-	10,181
Total	12,656	(2,475)	-	10,181

Infrastructure Costs**Vendors:**

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	-	2,475	2,475	23,184
Adcock Concrete	-	-	-	94,685
Kaus Construction, LLC	-	-	-	51,950
Total	-	2,475	2,475	169,819

Draw Approval for	\$ 2,475
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Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300
Denver, CO 80206
Tel: (303)371-9000

Invoice No. 10/31/2013RR
Invoice Date 10/31/2013
Job Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction

Attention: Rick Dorris, PE, CFM
Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City for Invoice #15329		\$ 1,205.00
2	Reimbursement for Payment to River City for Invoice #15407		\$ 1,270.00
		<i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>	
		Subtotal	\$ 2,475.00
		Taxes	-
		TOTAL	\$ 2,475.00

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Payment is Due On Receipt of Invoice



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Sep 6, 2013
Invoice Num: 15329
Billing From: Aug 01, 2013
Billing To: Aug 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/8/2013	Mace J	Designer resolving rip rap issues, 3xD50 dimension	1.00	\$80.00	\$80.00
8/8/2013	Thies D	Construction Observation/Management Rip rap precon - site visit - followup	2.00	\$110.00	\$220.00
8/9/2013	Thies D	Construction Observation/Management Rip-rap	1.00	\$110.00	\$110.00
8/12/2013	Mace J	Designer Riprap meeting to discuss size and SG	2.00	\$80.00	\$160.00
8/12/2013	Thies D	Construction Observation/Management Rip-rap	0.50	\$110.00	\$55.00
8/15/2013	Mace J	Designer riprap meeting and revisions resulting from new SG results	3.00	\$80.00	\$240.00
8/15/2013	Thies D	Construction Observation/Management rip-rap inspection/report	1.00	\$110.00	\$110.00
8/16/2013	Thies D	Construction Observation/Management Site visit - photos	1.00	\$110.00	\$110.00
8/22/2013	Mace J	Designer riprap letter	0.50	\$80.00	\$40.00
8/23/2013	Mace J	Designer As constructed letter for Red Canyon riprap to Rick Dorris	1.00	\$80.00	\$80.00

Total Service Amount: \$1,205.00

Amount Due This Invoice: \$1,205.00

This invoice is due on 10/6/2013

PROP Red Rocks
PROJ 2316-230007
DESC Civil Engineer / SPPA CONSULT
CODE 22-28066
APPVD IN DATE _____





River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Oct 4, 2013
Invoice Num: 15407
Billing From: Sep 01, 2013
Billing To: Sep 30, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
9/11/2013	Thies D	Construction Observation/Management Project accounting - look at receipts, outstanding work, etc.	1.00	\$110.00	\$110.00
9/19/2013	Thies D	Construction Observation/Management Site visit - final wrap up meeting w/City Staff.	1.50	\$110.00	\$165.00
9/20/2013	States T	PC-Administration/Meetings/Miscellaneous	0.25	\$80.00	\$20.00
9/20/2013	Thies D	Construction Observation/Management Document search - sign offs, as-builts, etc.	1.50	\$110.00	\$165.00
9/23/2013	States T	PC-Administration/Meetings/Miscellaneous Scanning and saving Phase I Plans	1.50	\$80.00	\$120.00
9/23/2013	Thies D	Construction Observation/Management Prepare and check as-built copies for City.	1.00	\$110.00	\$110.00
9/24/2013	Thies D	Construction Observation/Management Work on finding acceptance docs for Rick Dorris. Copy and email.	1.50	\$110.00	\$165.00
9/25/2013	Thies D	Construction Observation/Management Final documents and as-builts to Rick Dorris.	1.50	\$110.00	\$165.00
9/26/2013	Reis N	CAD Technician clean up catchment basin map, print pdf	2.00	\$70.00	\$140.00
9/26/2013	Thies D	Construction Observation/Management Final drainage report.	1.00	\$110.00	\$110.00

Total Service Amount: \$1,270.00

Amount Due This Invoice: \$1,270.00

This invoice is due on 11/3/2013

PROP Ray Pauls
PROJ 2310-230002
DESC Envl Engineer / Spec Consult.
CODE 22-25010
APPVD W DATE _____



City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
6009 - Red Rocks Real Estate Partners	04/30/2014RR	Red RocksValley Draw Disbursement #11	06/10/2014	06/10/2014	06/10/2014			No	Gross: 110.00
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Bank Account: Accounts Payable Clearing		Invoice Terms:		Freight: 0.00		
270 St. Paul Street, Ste 300		Check Code:					State Tax: 0.00		
270 St. Paul Street, Ste 300		Manual Check: No					County Tax: 0.00		
Denver, CO 80206		Check Number:					Local/City Tax: 0.00		
							Discount: 0.00		
							Retainage: 0.00		
							Net Amount: \$110.00		

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	CONTRACT SERVICES - Red RocksValley Draw Disbursement #11	1.0000	EA	110.0000	110.00

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund.Deposits Payable)	110.00	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$110.00 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	2
Batch Total Gross:	\$167.25
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$167.25
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	2
Grand Total Gross:	\$167.25
Grand Total Freight:	\$0.00

City of Grand Junction
Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
								Grand Total State Tax:	\$0.00
								Grand Total County Tax:	\$0.00
								Grand Total Local/City Tax:	\$0.00
								Grand Total Discount:	\$0.00
								Grand Total Retainage:	\$0.00
								Grand Total Net:	\$167.25
								Grand Total Unencumbered:	\$0.00

Mary Sparks - Red Rocks Valley Draw

From: Rick Dorris
To: Mary Sparks
Date: 6/10/2014 2:22 PM
Subject: Red Rocks Valley Draw
Attachments: redrocksdraw11.pdf

This is one where we have the cash on deposit. Can you please have a check cut for \$110 and mail it to them. I'll bring you the hard copies.

Thanks,

Rick Dorris, PE, CFM
Development Engineer
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
voice [970-256-4034](tel:970-256-4034)
fax [970-256-4031](tel:970-256-4031)
email: rickdo@gjcity.org

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**


PROJECT: Red Rocks Valley - REPAIR
DEVELOPER: Red Rocks Real Estate Partners
ESCROW AGENCY: City Cash on Deposit
FP-2007-319

Construction Costs: \$180,000.00
20% City Security:
Total DIA Amount: \$180,000.00

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

DATE	BY	PUNCH LIST	CONTINGENCY	STREETS	EROSION CONTROL AND BMP/STORMWATER	LANDSCAPE and IRRIG.	ENGINEERING	TOTAL
Original Construction Cost Estimates By Category								
1-Jan-12	rad	\$19,750.00	\$21,840.00	\$81,910.00	\$32,500.00		\$24,000.00	\$180,000.00
Disbursements								
24-Feb-12	rad						\$5,890.00	\$5,890.00
29-Mar-12	rad	\$270.00		\$21,586.35			\$770.00	\$22,626.35
1-May-12	rad	\$4,635.80		\$11,529.40				\$16,165.20
10-Aug-12	rad	\$3,160.00		\$18,491.75			\$8,480.78	\$30,132.53
16-Oct-12	rad	\$8,548.53		\$26,463.25			(\$5,150.68)	\$29,861.10
10-Dec-12	rad						\$1,885.00	\$1,885.00
16-Apr-13	rad						\$6,360.00	\$6,360.00
20-Aug-13	rad						\$1,935.00	\$1,935.00
18-Sep-13	rad		\$19,450.00		\$32,500.00		\$539.00	\$52,489.00
8-Nov-13	rad						\$2,475.00	\$2,475.00
10-Jun-14	rad						\$110.00	\$110.00
Total Disbursed		\$16,614.33	\$19,450.00	\$78,070.75	\$32,500.00	\$0.00	\$23,294.10	\$169,929.18
Remaining Disbursable Balance								
		\$3,135.67	\$2,390.00	\$3,839.25	\$0.00	\$0.00	\$705.90	\$10,070.82

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$169,929.18, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Rick Dorris

Date: 6-10-14
 Title: Development Engineer

10/16/2012 There was a mix up with River City's Invoices at the Paul's corp and they mistakenly sought reimbursement for invoices 14124 and 14201, totaling \$7875.78, which were not reimbursable by the City. It was paid with draw number 4. I caught it on draw #5. The engineering item actually has a credit (7875.78 error - 2725.10 billed this time) this time.



Red Rocks Real Estate Partners, LLC

Infrastructure Draw Request # 11

April 30, 2014

Cash Summary

	Beginning Balance	Current Draw	Deposits	Ending Balance
Infrastructure	10,181	(110)	-	10,071
Total	10,181	(110)	-	10,071

Infrastructure Costs

Vendors:

	Current Draw			Cost to Date
	Paid Invoices	Pending Invoices	Total Invoices	
River City Consultants Inc	-	110	110	23,294
Adcock Concrete	-	-	-	94,685
Kaus Construction, LLC	-	-	-	51,950
Total	-	110	110	169,929

Draw Approval for \$ **110**

Red Rocks Real Estate Partners, LLC

270 St Paul Street, Suite 300

Denver, CO 80206

Tel: (303)371-9000

Invoice No.

04/30/2014RR

Invoice Date

4/30/2014

Job

Red Rocks Valley
Infrastructure

Customer:

City of Grand Junction

Attention: Rick Dorris, PE, CFM

Development Engineer

Qty	Description	Unit Price	Total
1	Reimbursement for Payment to River City for Invoice #15488 <i>Please make check payable to Red Rocks Real Estate Partners, LLC</i>		\$ 110.00
		Subtotal	\$ 110.00
		Taxes	-
		TOTAL	\$ 110.00

Payment is Due On Receipt of Invoice



River City Consultants Inc.

744 Horizon Ct. - #110
Grand Junction, CO 81506
Tel: (970) 241-4722 Fax: (970) 241-8841
info@rccwest.com
rccwest.com

Paid on 02/06/2014

Invoice

Brad Pauls
The Pauls Corporation
270 St. Paul Street
Denver, CO 80206

Invoice Date: Nov 7, 2013
Invoice Num: 15488
Billing From: Oct 01, 2013
Billing To: Oct 31, 2013

Construction Observation/Mgmt. (City Acceptance) (1219-00111:CO) - Managed by (Thies D)

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/4/2013	Thies D	Construction Observation/Management Review and submit revised drainage report to Rick Dorris.	1.00	\$110.00	\$110.00
10/25/2013	Kenney M	Non-Billable Work on water quality area figure as per Rick Dorris's comments on drainage report.	4.00	\$110.00	No Charge

Total Service Amount: **\$110.00**

Amount Due This Invoice: **\$110.00**

This invoice is due on 12/7/2013



Red Rocks - Infrastr.
PROJ *2310-230002*
DESC *Spk. Consult.*
CODE *22-280(0)*
APPROV

