

SMH99BBC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEVELOPMENT IMPROVEMENTS AGREEMENT

NAME OF AGENCY OR CONTRACTOR: ST. MARYS HOSPITAL AND MEDICAL CENTER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: BOOKCLIFF BAPTIST CHURCH
PARKING LOT IMPROVEMENTS

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1999

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT

BOOK 2559 PAGE 234
1891671 03/05/99 0325PM
RONIKA TODD CLK® MESA COUNTY CO
REC FEE \$60.00 SURCHG \$1.00

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement" or "Agreement") are ST MARY'S HOSPITAL & MEDICAL CENTER ("the Developer") and **THE CITY OF GRAND JUNCTION**, Colorado ("the City" or "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 is {01/29/99 (mm/dd/yy)}.

RECITALS

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

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("the Improvements" or "Improvements"). The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The hourly rate of "in-house" inspection services is \$45.00 per hour. The scope of this project is such that the City may have to engage independent consultant(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer shall supply a financial guarantee, in a form and with terms acceptable to the City as indicated below:

- (I) disbursement agreement between a bank doing business in Mesa County and the City,
or
- (II) a good and sufficient letter of credit acceptable to the City, or
- (III) depositing with the City cash equivalent to the estimated cost of construction of the
improvements, or
- (IV) other: _____

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

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

7. **Commencement, Completion and Abandonment Periods:** The Developer will commence work on the Improvements within 10 days from the Effective Date of this Agreement ("the Commencement Period") and the Improvements, each and every one of them, shall be completed by the end of the FOURTH month from the Effective Date of this Agreement {06/15/99 (mm/dd/yy)} (the "Completion Period"). The Developer shall not cease construction activities for any period of more than 60 consecutive days ("the Abandonment Period").

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

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

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

on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

11. **Reduction of Security:** After the acceptance of any Improvement, the amount which the City is entitled to draw on the guarantee will be reduced by an amount equal to 90 percent of the estimated cost of the Improvement as shown in Exhibit B. At the written request of the Developer, the City will execute a certificate verifying the acceptance of the Improvement and waiving its right to draw on the guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such certification. Upon the acceptance of all of the Improvements the remaining balance that may be drawn under the guarantee shall be available to the City for 90 days after the expiration of the warranty period.

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

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

- a. Developer's failure to complete each portion of the Improvements in conformance with the time schedule provided in paragraph number seven (7.), above;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvement within the applicable correction period;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

Unless specifically provided herein the City may not declare a default until written notice has been sent to the Developer at the address on file with the development application. 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 will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. Administrative 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 will be prima facie evidence of the minimum cost of completion, however, neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

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

16. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property or the Property being developed pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing

waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

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

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, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. 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:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of the Property being developed.

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

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

23. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

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

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

There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City will constitute a release of the original Developer from his liability under this Agreement. When the Improvements are completed and approved by the City, the City agrees to state same in writing, with appropriate acknowledgments. The City will 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 will 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:

KEN TOMLON
ST MARY'S HOSPITAL & MEDICAL CENTER
2635 N. 7TH ST
GRAND JCT, CO 81501

If to City:

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

27. **Recordation:** Developer will pay for all costs to record this Agreement or a Memorandum thereof in the Clerk and Recorder's Office of Mesa County, Colorado.

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, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

30. a. **Conditions of Acceptance:** The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been finally accepted by the City.

b. **Phased Development:** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent

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

EXHIBIT A

**PARKING LOT
LEGAL DESCRIPTION**

Commencing at a Mesa County Survey Marker for the Southwest Corner of Section 1, Township One South, Range One West of the Ute Meridian, from whence a hinge nail and washer for the intersection of the west line of said Section 1 and the centerline of Hermosa Avenue bears N 00° 01' 00" E, according to the plat of Patterson Gardens; thence N 00° 01' 00" E, 276.31 feet; thence S 89° 59' 00" E 40.00 feet to the point of beginning; thence N 00° 01' 00" E on the east Right-of-Way line of 12th Street 207.99 feet to the south line of an east-west alley; thence S 89° 53' 35" E on said south line 202.00 feet; thence leaving said south line S 00° 01' 00" W, parallel to the west line of said Section 1, 207.67 feet; thence N 89° 59' 00" W 202.00 feet to the beginning.

(0.96 Acres)

EXHIBIT "B"

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IMPROVEMENTS LIST/DETAIL

(Page 1 of 3)

DATE: 2/17/99

NAME OF DEVELOPMENT: PARKING LOT - BOOKCLIFF BAPTIST CHURCH

LOCATION: 12th & PATTERSON

PRINTED NAME OF PERSON PREPARING: ROB JENKINS

SEE ATTACHED BID.

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	_____	_____	_____	_____
4. Sewer Services (incl. trenching, bedding, & backfill)	_____	_____	_____	_____
5. Sanitary sewer manhole(s)	_____	_____	_____	_____
6. Connection to existing manhole(s)	_____	_____	_____	_____
7. Aggregate Base Course	_____	_____	_____	_____
8. Pavement replacement	_____	_____	_____	_____
9. Driveway restoration	_____	_____	_____	_____
10. Utility adjustments	_____	_____	_____	_____
II. DOMESTIC WATER				
1. Clearing and grubbing	_____	_____	_____	_____
2. Cut and remove asphalt	_____	_____	_____	_____
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	_____	_____	_____	_____
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	_____	_____	_____	_____
5. Connect to existing water line	_____	_____	_____	_____
6. Aggregate Base Course	_____	_____	_____	_____
7. Pavement Replacement	_____	_____	_____	_____
8. Utility adjustments	_____	_____	_____	_____
III. STREETS				
1. Clearing and grubbing	_____	_____	_____	_____
2. Earthwork, including excavation and embankment construction	_____	_____	_____	_____
3. Utility relocations	_____	_____	_____	_____
4. Aggregate sub-base course (square yard)	_____	_____	_____	_____

- 12. General Construction Supervision _____
- 13. Other _____
- 14. Other _____

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ _____

SCHEDULE OF IMPROVEMENTS:

- I. SANITARY SEWER _____
- II. DOMESTIC WATER _____
- III. STREETS _____
- IV. LANDSCAPING _____
- V. MISCELLANEOUS _____

I have reviewed the estimated costs and time schedule shown above and based on the plans and the current costs of construction agree to construct and install the Improvements as required above

Robert Kubin 2/17/99
 SIGNATURE OF DEVELOPER date

(If corporation, to be signed by president and attested to by secretary together with the corporate seals.)

Reviewed and approved.

Kevin Ashbell 2/25/99
 CITY ENGINEER date

[Signature] 2-26-99
 COMMUNITY DEVELOPMENT date
 KKA

EXHIBIT "B"

PARKING LOT - BOOKCLIFF BAPTIST CHURCH

12th Street & Patterson Road
Grand Junction, Colorado 81506

CONSTRUCTION COST ESTIMATE

Revised, February 24, 1999

1.	General Construction	\$164,204.50
	Earthwork	
	Concrete	
	Asphalt Paving	
	Landscape/Irrigation	
2.	Electrical	<u>\$ 20,795.50</u>
	Site Lighting	
	Irrigation Power	
3.	TOTAL COST	\$185,000.00



RECEIVED
12-9-98

Proposal

BOOK 2559 PAGE 245

Asphalt & Specialists Supply, Inc.

2488 Industrial Blvd.
Grand Junction, Colorado 81505
(970) 242-8487 • (970) 242-4467 Fax
TOLL FREE 1-888-333-6539

PROPOSAL SUBMITTED TO:	Phone: 244-2169	Date: 12/09/98
St. Mary's Hospital Attention: Mr. Ron Greenhow P.O. Box 1628 Grand Junction, CO 81502	Job Name & Address: Parking Lot Improvements PARKING LOT CONSTRUCTION BOOKCLIFF BAPTIST CHURCH Grand Junction, CO	

We hereby propose to furnish the following asphalt maintenance services:


<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
EXCAVATION \EMB.	3,000	CY	5.35	16,050.00
EXPORT FILL	2,000	TN	2.00	4,000.00
S.G. PREP.	6,100	SY	0.60	3,660.00
(9")CLASS 6 BASE	2,800	TN	9.50	26,600.00
CONC. CURB CHASE	20	LF	22.20	444.00
18" CURB & GUTTER	1,400	LF	11.50	16,100.00
CONCRETE RIBBON CURB	30	LF	10.00	300.00
4' X 10" VALLEY PAN	1,520	SF	5.90	8,968.00
4" CONCRETE OVERHANG	570	SF	3.45	1,966.50
CONC. WEIR STRUCTURE	1	LS	350.00	350.00
ASPHALT	1,007	TN	38.00	38,266.00
STRIPING	1	LS	4,900.00	4,900.00
MISC. TRASH HAUL-OFF	1	LS	500.00	500.00
SURVEY STAKING\TESTING	1	LS	2,500.00	2,500.00
LANDSCAPE & IRRG.	1	LS	39,600.00	39,600.00

TOTAL PRICE \$164,204.50

- Exported material will be hauled down to lot on 11th and Wellington and stockpiled and bermed on east side of lot on Wellington Avenue.
- Miscellaneous trash haul-off, includes asphalt removal.
- Parking lot striping includes installing speed bumps and car-stops.
- The price for landscape includes installing all items on drawing, including irrigation pipe and sprinkler system of sufficient size. However, the price does not include piping of existing irrigation ditch if required by city. Also, since pump location is not addressed, electrical is not included in price, but irrigation pump is.

IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to Asphalt Specialists & Supply, Inc. _____ days from above date, or shall expire. *To accept this proposal, please sign the back of white copy and return to Asphalt Specialists & Supply, Inc. Asphalt Specialists & Supply, Inc. shall not be bound herein to execute a contract unless the owner provides satisfactory evidence of adequate financing.

Respectfully submitted
ASPHALT SPECIALISTS & SUPPLY, INC.

by 
Jim Roussin, Estimator

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RZ-1997-159

1891672 03/05/99 0325PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

CITY OF GRAND JUNCTION

POWER OF ATTORNEY FOR ALLEY IMPROVEMENT

OWNERS Bookcliff Baptist Church, John C. Robbins, Pastor

Trustees - Cindy Lambert, Billy Thompson

ADDRESS OF PROPERTY 2702 Patterson Rd.

TAX PARCEL # 294501300955

LEGAL DESCRIPTION OF PROPERTY: * see attached

DESCRIPTION OF ALLEY: E-W Alley S of Hermosa Avenue and East of 12th street

BE IT KNOWN THAT:

I, (WE), Trustees - Billy Thompson, Cindy Lambert as owner(s) of the real property described above, located in the City of Grand Junction Colorado, agree that, as a condition of City approval of development of the property, the alley(s) which adjoin(s) the above described property is (are) required to be improved or reconstructed to City standards and specifications. The required improvement or reconstruction has, with the consent of the City Manager, been deferred to such time, if any, as an alley improvement district, or equivalent legal mechanism, is formed for that certain alley described above. The estimated cost to the owners, or their heirs, successors and assigns, in 1998 dollars is \$14,625. The actual cost which I will pay will be determined in accordance with rates and policies established by the City at the time of formation of the improvement district.

I, (WE) as owners of the above described real property do hereby agree to participate in an improvement district, if one is formed, for the improvement or reconstruction of said alley(s) either as a part of a larger scope of work or otherwise, to the then existing standards and do hereby designate and appoint the City Clerk of the City of Grand Junction as my (our) Attorney in Fact, to execute any and all petitions, documents and instruments to effectuate my (our) intention to participate in said improvement district for such purpose, or to otherwise act in conformity with said general direction. The City Clerk is empowered by me (us) to do and perform any and all acts which the City Clerk shall deem necessary, convenient or expedient to accomplish such improvements or reconstruction as fully as I (we) might do if personally present.

This instrument shall be recorded and shall be deemed to be a covenant which runs with the land. This authority and the covenant created thereby shall be binding upon any and all successors in interest to the above described property and shall not cease upon my death (the death of either or both of us) or the dissolution of marriage, partnership, corporation or other form of association which may hold title, or claim an interest to the property described herein.

As a further covenant to run with the land, I (we) agree that in the event a counter-petition to any proposed improvements or improvement district is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City.

This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district as herein described.

IN WITNESS WHEREOF, I, (WE), have signed, executed and acknowledged this instrument on this 18th day of December, 19 98.

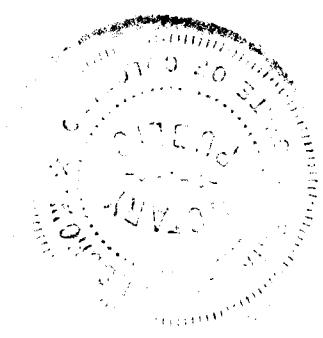
John C. Robbins
Billy J. Thompson
Cynthia A. Lambert

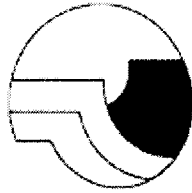
STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was subscribed and sworn to before me this 18th day of December, 19 98.

My commission expires 6-2-2001. Shirley Telschow
Notary Public

* If the legal description is lengthy, attach as Exhibit "POA"





Mesa County

Property Search Results (Continued)

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Owner's Name:	BOOKCLIFF BAPTIST CHURCH
Mailing Address:	2702 PATTERSON RD GRAND JUNCTION, CO 81506-4031
Parcel Identifier:	2945-013-00-955
Legal Description:	BEG 30FT N & 40FT E OF SW COR SEC 1 1S 1W E 216.4FT N 300FT W 216.4FT S 300FT TO BEG & ALSO BEG 256.4FT E & 209.4FT N OF SW COR SD SEC 1 E 386.88FT N 130.6FT E 16.72FT N 290FT W 620FT S 300FT E 216.4FT S TO BEG EXC B & B SUB & EXC ALLEYS AS DESC IN B-911 P-660/661 & ALSO EXC RD ROW ON S & W AS DESC IN B-1435 P-844 MESA CO RECORDS
Property Address:	2702 PATTERSON
NeighborHood:	Exempt-Commercial
Land Unit 1:	
Schedule Type:	CHURCH-CHAPEL
Units:	3.0
Unit Type:	Acres
Land Unit 2:	
Schedule Type:	CHURCH-CHAPEL
Units:	1.67
Unit Type:	Acres
	Building Characteristics (Including Drawings and Information)

Tax Information

NORWEST BANKS

NORWEST BANK COLORADO, NA
LETTER OF CREDIT DEPARTMENT
1740 BROADWAY
ONE NORWEST CENTER
DENVER, CO 80274-8685
TELEX NUMBER: 6737198 NORWEST NBC
SWIFT ADDRESS: NWNBUS55
PHONE (303)863-4654 OR (303)863-4859 FAX (303)863-4898

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE NUMBER: S801803
FEBRUARY 23, 1999

TO: (BENEFICIARY)
THE CITY OF GRAND JUNCTION COLORADO
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501-2668

ACCOUNT PARTY:
ST. MARY'S HOSPITAL & MEDICAL
CENTER
2635 NORTH 7TH STREET
P.O. BOX 1628
GRAND JUNCTION, CO 81502

WE OPEN IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S801803 IN
THE AMOUNT OF U.S. DOLLARS 185,000.00 (ONE HUNDRED EIGHTY FIVE
THOUSAND AND 00/100 U.S. DOLLARS).

IN FAVOUR OF YOURSELVES

EXPIRES AT THE COUNTERS OF INTERNATIONAL BANKING AT 3:00 P.M.
DENVER TIME ON JUNE 15, 1999.

THIS IS A CLEAN LETTER OF CREDIT AVAILABLE AGAINST DRAFTS DRAWN
AT SIGHT ON NORWEST BANK COLORADO, N.A. DENVER, CO BEARING THE
CLAUSE: ''DRAWN UNDER STANDBY LETTER OF CREDIT NUMBER S801803 OF
NORWEST BANK COLORADO, N.A.'' ACCOMPANIED BY THIS ORIGINAL
LETTER OF CREDIT FOR ENDORSEMENT.

PAYMENT WILL BE MADE AT THE COUNTERS OF NORWEST BANK COLORADO,
N.A.

***CONTINUED ON NEXT PAGE ***

THIS CREDIT IS ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

CANCELLATION OF L/C PRIOR TO EXPIRATION:
THIS LETTER OF CREDIT (AND AMENDMENTS) MUST BE RETURNED TO US FOR CANCELLATION WITH A STATEMENT PURPORTEDLY SIGNED BY THE BENEFICIARY STATING THAT:
"THIS LETTER OF CREDIT IS NO LONGER REQUIRED BY US AND IS HEREBY RETURNED TO THE ISSUING BANK FOR CANCELLATION."

UNLESS OTHERWISE STATED, ALL DOCUMENTS ARE TO BE FORWARDED TO NORWEST BANK COLORADO, N.A., 1740 BROADWAY, DENVER, CO 80274-8685 ATTN:INTERNATIONAL LETTERS OF CREDIT.

WE HEREBY ENGAGE WITH DRAWERS AND/OR BONA FIDE HOLDERS THAT DRAFTS DRAWN AND NEGOTIATED IN STRICT CONFORMITY WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION.

NORWEST BANK COLORADO, NATIONAL ASSOCIATION
BY:

Lynne P. Stetson
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