

VIL05BEE

TYPE OF RECORD: PERMANENT  
CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**  
NAME OF CONTRACTOR: VILLAGE HOMES OF COLORADO INC  
SUBJECT/PROJECT: BEEHIVE ESTATES  
LOCATION: EAST OF DEWEY PLACE  
TAX PARCEL #: 2945-034-00-067  
FILE #: FP-2003-253  
CITY DEPARTMENT: COMMUNITY DEVELOPMENT  
YEAR: 2005  
EXPIRATION DATE: NONE  
DESTRUCTION DATE: NONE

**COPY**

## **DEVELOPMENT IMPROVEMENTS AGREEMENT**

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are **Village Homes of Colo., Inc.**, ("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 Community Development 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 **Beehive Estates** has been reviewed and approved under Community Development file #**FP-2003-253** ("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 \$ **979,901.00** (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)  x  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 \$ **163,317.00**(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: ~~December 14, 2004~~ FEBRUARY 1, 2005  
Completion Date: ~~May 15, 2004~~ FEBRUARY 1, 2006

**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 **\$ 816,584.00** (Line 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: **Village Homes of Colo., Inc.**-----Name -Developer/Company  
**6 West Dry Creek Circle**-----Address (Street and Mailing)



Littleton, Co 80102----- City, State & Zip Code  
(303) 795-1976-----Telephone Number  
(303)795-9575 ----- Fax Number

C/O Doug Champion

Cc:

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

Cc: Widick & Associates (303) 809-4208  
7750 Prairie Lake Trail  
Parker, Co 80134

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.

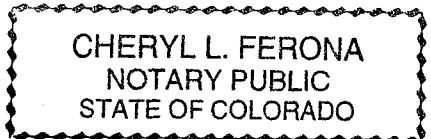
30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Acceptance by the City.

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: [Signature]  
Date: 12-10-04  
Name (printed): Wright Champion M.B. D.S. Pres.



Corporate Attest:  
Cheryl L. Ferona  
Name Date  
My Commission Expires 09/21/2006 12-10-04

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

[Signature: Pat Cass] 2/28/05  
Community Development Dept. Date

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

**EXHIBIT A**

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**SCHEDULE A — Continued**

2. Covering the Land in the State of Colorado, County of Mesa  
Described as:

Beginning at the Northeast corner of the SW1/4 SE1/4 of Section 3,  
Township 1 South, Range 1 West of the Ute Meridian,  
thence West 662 feet,  
thence South 0°16' East 914.8 feet,  
thence East 261.4 feet,  
thence North 79°58' East 405.04 feet,  
thence North 0°11' West 843.5 feet to the point of beginning.

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**EXHIBIT B**

**IMPROVEMENTS COST ESTIMATE**

DATE: May 21, 2004

DEVELOPMENT NAME: Beehive Estates

LOCATION: South West Corner of G Road and 25 1/2 Road

PRINTED NAME OF PERSON PREPARING: Jessica Loveland

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	2485	23	\$57,155
2	" PVC Sanitary Sewer Main	LF			\$0
3	" PVC Sanitary Sewer Main	LF			\$0
4	Sewer Services	EA	58	500	\$29,000
5	Sanitary Sewer Manhole	EA	17	1700	\$28,900
6	Sanitary Sewer Drop Manhole	EA			\$0
7	Connection to Existing Manhole	EA	1	200	\$200
8	Concrete Encasement	LF			\$0
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$115,255</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	2800	22	\$61,600
2	" PVC Water Main	LF	170	12	\$2,040
3	" PVC Water Main	LF			\$0
4	" Gatevalve	EA			\$0
5	" Gatevalve	EA			\$0
6	" Gatevalve	EA			\$0
7	Water Services	EA	58	500	\$29,000
8	Connect to Existing Water Line	EA	2	250	\$500
9	Fire Hydrant with Valve	EA	5	180	\$900
10	Utility Adjustments	EA			\$0
11	Blowoff	EA			\$0
<b>Subtotal Part B - Domestic Water</b>					<b>\$94,040</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	" PVC Utility/Irrigation sleeves	LF			\$0
2	" PVC Utility/Irrigation sleeves	LF			\$0
3	Reconditioning	SY			\$0
4	Aggregate Base Course (Class 3)	TN			\$0
5	Aggregate Base Course (Class 3) (10" Compacted Thickness)	TN	3410	11	\$37,510
6	Aggregate Base Course (Class 6) (6" Compacted Thickness)	TN	2044	14	\$28,616
7	Hot Bituminous Paving, Grading (3" thick)	TN	1460	40	\$58,400
8	Hot Bituminous Paving, Grading ( " thick)	TN			\$0
9	Hot Bituminous Paving, Grading ( " thick)	TN			\$0
10	Geotextile	SY			\$0
11	Concrete Curb ( " Wide by " High)	LF			\$0
12	Concrete Curb and Gutter (2' wide)	LF			\$0
13	Concrete Curb and Gutter (1.5' wide)	LF	355	7	\$2,485
14	Monolithic, Vertical Curb, Gutter and Sidewalk ( ' Wide)	LF			\$0
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	9330	21	\$195,930
16	Concrete Sidewalk ( ' Wide)	LF			\$0
17	Concrete Gutter and Driveway Section ( " Thick)	SY			\$0
18	Concrete Drainage Pan (6' Wide, 8" Thick)	LF	84	6	\$504
19	Concrete Corner Fillet	SY	265	38	\$9,540
20	Concrete Curb Ramp	SY	9	36	\$324
21	Complete Concrete Corner	SY			\$0
22	Concrete Driveway ( " Thick)	SY			\$0
23	Driveway/Concrete Repair	SY			\$0
24	Retaining Walls	LF			\$0
25	Street Signs	EA	10	200	\$2,000
26	Striping (New, Remove/Replace)	LF			\$0
27	Street Lights	EA	4	1500	\$6,000
28	Signal Construction or Reconstruction	LS			\$0
29	Flowable Fill	CY			\$0
30	Sleeves, PVC	LF			\$0

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C2</b>	<b>BRIDGES</b>				
1	Box Culvert Pre-Cast	LS			\$0
2	Box Culvert Cast-in-Place	LS			\$0
3	Wingwalls	LS			\$0
4	Parapel Wall	LS			\$0
5	Railing (handrail, guardrail)	LS			\$0
	<b>Subtotal Part C - Streets and Bridges</b>				<b>\$341,309</b>
<b>D1</b>	<b>EARTHWORK</b>				
1	Mobilization	LS	1	400	\$400
2	Clearing and Grubbing	AC	20	190	\$3,800
3	Unclassified Excavation	CY			\$0
4	Unclassified Embankment	CY			\$0
5	Silt Fence	LF	1235	1	\$1,235
6	Water (Dust Control)	AC or LS			\$0
<b>D2</b>	<b>REMOVALS AND RESETTING</b>				
1	Removal of Asphalt	LS	1	3000	\$3,000
2	Removal of Miscellaneous Concrete	SY			\$0
3	Remove Curb and Gutter	LF			\$0
4	Removal of Culverts	LS			\$0
5	Remove Structures	EA			\$0
6	Remove Signs	EA			\$0
7	Remove Fence	LF			\$0
8	Adjust Manhole	EA			\$0
9	Adjust Valvebox	EA			\$0
10	Relocate or Adjust Utilities	LS			\$0
<b>D3</b>	<b>SEEDING AND SOIL RETENTION</b>				
1	Sod	SY			\$0
2	Seeding (Native)	SY of AC	2.8	96	\$269
3	Seeding (Bluegrass/Lawn)	SY			\$50
4	Hydraulic Seed and Mulching	SY of AC			\$0
5	Soil Retention Blanket	SY			\$0

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Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>D4</b>	<b>STORM DRAINAGE FACILITIES</b>				
	Finish Grading (incl. Channels, Swales, and Ponds)	CY	15000	3.15	\$47,250
1	6" PERF Storm Drain Pipe	LF	775	1.5	\$1,163
2	8" HDPE Storm Drain Pipe	LF	77	2.5	\$193
3	30" RCP Storm Drain Pipe	LF	20	25	\$500
4	" RCP Storm Drain Pipe	LF			\$0
5	" RCP Storm Drain Pipe	LF			\$0
6	30" Flared End Section	EA	2	750	\$1,500
7	" Flared End Section	EA			\$0
8	48" Storm Drain Manhole	EA			\$0
9	60" Storm Drain Manhole	EA			\$0
10	72" Storm Drain Manhole	EA			\$0
11	Manhole with Box Base	EA			\$0
12	Connection to Existing MH	EA			\$0
13	Single Curb Opening Storm Drain Inlet	EA			\$0
14	Double Curb Opening Storm Drain Inlet	EA			\$0
15	Area Storm Drain Inlet	EA	5	400	\$2,000
16	Detention Area Outlet Structure	EA			\$0
17	Rip-Rap $D_{50} = 18"$	CY	45	12	\$540
18	Sidewalk Trough Drain	EA			\$0
19	Pump Systems including Electrical	LS			\$0
	<b>Subtotal Part D - Grading and Drainage</b>				<b>\$61,899</b>

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Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
1	Connect to Existing Pipe	LS	1	5850	\$5,850
2	" Irrigation Pipe	LF			\$0
3	" Irrigation Pipe	LF			\$0
4	Fittings and Valves	LF			\$0
5	Services	EA	1	5400	\$5,400
6	Pump System and Concrete Vault	LS	1	22700	\$22,700
7	Irrigation Structure	EA	1	3500	\$3,500
8	Vacuum Relief and/or Air Release Valve	EA			\$0
	Total System	LS			\$0
<b>E1</b>	<b>LANDSCAPING</b>				
1	Design/Architecture	LS			(PAID)
2	Earthwork	CY			NA
3	Hardscape Features	LS	1	25471	\$25,471
4	Plant Material & Planting	LS	1	25901	\$25,901
5	Irrigation System	LS	1	34634	\$34,634
6	Curbing	LF			NA
7	Fencing	LS	1	18355	\$18,355
8	1 Year Maintenance Agrmnt.	LS			(INCL)
9	Topsoil	LS			NA
10	Benches / Bollards	LS	1	6500	\$6,500
11	Misc. - General Requirements	LS	1	5932	\$5,932
	<b>Subtotal Part E - Landscaping and Irrigation</b>				<b>\$154,243</b>
	<b>Total A-E</b>				<b>\$766,746</b>



Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F. Miscellaneous Items</b>					
1	Construction staking/surveying	%	2.00%		\$15,335
2	Developer's inspection cost	%			\$0
3	General construction supervision	%			\$0
4	Quality control testing	%	2.00%		\$15,335
5	Construction traffic control	%			\$0
6	City inspection fees	%	0.50%		\$3,834
7	As-builts	%	2.00%		\$15,335
<b>Subtotal Part F - Miscellaneous Items</b>					<b>\$49,838</b>
% = Percentage of total site construction costs					
<b>G. COST SUMMARY</b>					
1	Total Improvement Costs				\$816,584
2	City Security (20%)				\$163,317
3	Total Guarantee Amount				\$979,901

**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.

Signature of Developer

Date

(If corporation, to be signed by President and attested to by

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.

City Development Engineer

Date

Community Development

Date

# Guaranty BANK

City of Grand Junction  
C/o Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Irrevocable Letter of Credit No. 1207

Dated: February 7, 2005

Expiration: August 8, 2005 subject to the automatic extensions started below.

Dear Sirs:

We hereby establish our irrevocable Letter of Credit No. 1207 in favor of the City of Grand Junction at the request of and for the account of Village Homes of Colorado (Developer) in the amount of Nine Hundred Seventy-Nine Thousand Nine Hundred One and .00/100 (\$979,901.00) U.S. dollars.

This Letter of Credit is subject to the following terms and conditions:

- 1) It is effective upon signature;
- 2) It expires on 08/07/2005 subject to the automatic extensions discussed below;
- 3) This Letter of Credit is available by sight draft(s) drawn and marked "Drawn under Guaranty Bank Letter of Credit No. 1207 dated February 7, 2005";
- 4) This Letter of Credit is established for the use and benefit of the City of Grand Junction by reason of the Village Homes of Colorado (Developer) being obligated to pay or perform in accordance with the provisions of the Grand Junction Zoning and Development Code;
- 5) The following statement signed by an authorized designee of the City of Grand Junction must accompany the sight draft;
- 6) **"Village Homes of Colorado (Developer) has failed to comply with the terms, conditions, provisions and requirements of the Grand Junction Zoning and Development Code and/or plans, specifications or agreements relating to the construction of improvements required by the City of Grand Junction. The monies received from this drawing are required to construct those improvements. The City of Grand Junctions therefore requests the payment of \$979,901.00.**
- 7) It is a condition of this Letter of Credit that it will be automatically extended for a period of six (6) months from the present or any future expiration date unless; (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full or (c) the Bank notifies the City of Grand Junction at 250 N. 5<sup>th</sup> Street Grand Junction CO 81501, by certified mail return receipt requested, at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.
- 8) Except as stated above no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the City's Director of Community Development or his designee;
- 9) This Letter of Credit is neither negotiable nor assignable;
- 10) Partial Drawings are permitted;
- 11) We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit, drafts must be presented at the main banking quarters ("Main Office") of Guaranty Bank at 8333 Douglas Avenue, Dallas, Texas 75225 Attention: Home Builder Finance,

**RECORDING MEMORANDUM  
Exhibit D**

City of Grand Junction  
Community Development Department Community Development  
File: # FP 2003-253

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 Village Homes of Colo (Developer) and the City of Grand Junction (City) pertaining to Beehive Estates Subdivision (Project), located at East of Dewey Place, Grand Jct, Colo.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 3845, Pages 25-26.)

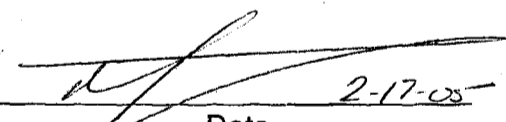
The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by 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 2003-253

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.

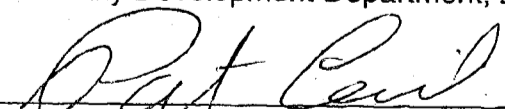
**DEVELOPER:**

By: Village Homes of Colo  2-17-05  
Date

(Print Name) Douglas Chapman M.D. Div. Pres.

**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, Community Development Department, 250 N. 5<sup>th</sup> Street, Grand Junction Colorado.

 2/24/05  
Community Development Department Date



January 17, 2006

Lisa Cox  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: Request for extension of DIA for Beehive Estates Subdivision under Community Development file #FP-2003-253 with original dates of the following: Commencement date February 1, 2005 and complete date February 1, 2006.

Dear Lisa:

Village Homes of Colorado requests an extension of the DIA for six (6) months from February 1, 2006 until August 1, 2006. The development has been completed and inspected except for those items named in the attached Schedule B. Schedule B includes the re-seeding of the City Park and Open Space, the construction of the drop structure (weir) in the eastern canal (needs to be designed by the city engineer) and the irrigation pump/sprinkler system. Please note the attached letter from Land Escapes, Inc. (the landscaper) stating the price to re-seed the City Park and Open Space.

The retaining wall and fence on the western boundary is not included as they are under construction with a completion date of January 31, 2006 and the Drainage Swale/Storm Drain was completed January 8, 2006.

Also, not included, is the sign for the City Park. Beehive Estates is required by previous agreement to escrow \$900. In lieu of the escrow, enclosed is a check from Village Homes payable to the City of Grand Junction for the \$900 satisfying the requirement.

Please advise what else is required to extend the DIA. I can be reached at Village Home's main office in Denver or call 303-809-4208. Thank you for your consideration.

Sincerely,

Merlin Widick



IRREVOCABLE LETTER OF CREDIT  
NUMBER 1207  
AMENDMENT NUMBER 1

January 18, 2006

Beneficiary:

City of Grand Junction  
C/O Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: Lisa Cox

Applicant:

Village Homes of Colorado, Inc.  
100 Inverness Terrace East, Ste. 200  
Englewood, CO 80112

Gentlemen:

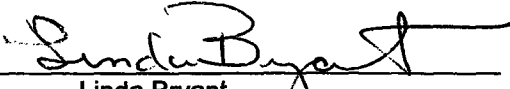
We hereby amend our Irrevocable Letter of Credit No 1207 dated February 7, 2005 as follows:

1. The amount of the Letter of Credit is reduced and amended to "\$17,675.00".
2. The expiry date of the Letter of Credit is August 1, 2006".

All other terms and provisions remain as stated in the original Letter of Credit dated February 7, 2005.

This Amendment is to be considered as part of Letter of Credit No. 1207 and **must be attached thereto.**

Guaranty Bank

By:   
Name: Linda Bryant  
Title: Sr. VP/Dir. Home Builder Finance, Ln Support

# Guaranty BANK

City of Grand Junction  
C/o Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Irrevocable Letter of Credit No. 1207

Dated: February 7, 2005

Expiration: August 8, 2005 subject to the automatic extensions started below.

Dear Sirs:

We hereby establish our irrevocable Letter of Credit No. 1207 in favor of the City of Grand Junction at the request of and for the account of Village Homes of Colorado (Developer) in the amount of Nine Hundred Seventy-Nine Thousand Nine Hundred One and .00/100 (\$979,901.00) U.S. dollars.

This Letter of Credit is subject to the following terms and conditions:

- 1) It is effective upon signature;
- 2) It expires on 08/07/2005 subject to the automatic extensions discussed below;
- 3) This Letter of Credit is available by sight draft(s) drawn and marked "Drawn under Guaranty Bank Letter of Credit No. 1207 dated February 7, 2005";
- 4) This Letter of Credit is established for the use and benefit of the City of Grand Junction by reason of the Village Homes of Colorado (Developer) being obligated to pay or perform in accordance with the provisions of the Grand Junction Zoning and Development Code;
- 5) The following statement signed by an authorized designee of the City of Grand Junction must accompany the sight draft;
- 6) **"Village Homes of Colorado (Developer) has failed to comply with the terms, conditions, provisions and requirements of the Grand Junction Zoning and Development Code and/or plans, specifications or agreements relating to the construction of improvements required by the City of Grand Junction. The monies received from this drawing are required to construct those improvements. The City of Grand Junctions therefore requests the payment of \$979,901.00."**
- 7) It is a condition of this Letter of Credit that it will be automatically extended for a period of six (6) months from the present or any future expiration date unless; (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full or (c) the Bank notifies the City of Grand Junction at 250 N. 5<sup>th</sup> Street Grand Junction CO 81501, by certified mail return receipt requested, at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.
- 8) Except as stated above no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the City's Director of Community Development or his designee;
- 9) This Letter of Credit is neither negotiable nor assignable;
- 10) Partial Drawings are permitted;
- 11) We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit, drafts must be presented at the main banking quarters ("Main Office") of Guaranty Bank at 8333 Douglas Avenue, Dallas, Texas 75225 Attention: Home Builder Finance,

*Review for  
file copy.  
FP 2003-253*

March 23, 2007

Linda Gournay  
Guaranty Bank  
8333 Douglas  
Dallas, TX 75225

Re: Cancellation of Letter of Credit Number 1207 and Amendment Number 1  
Village Homes of Colorado, Inc.  
Internal Reference: Beehive Estates

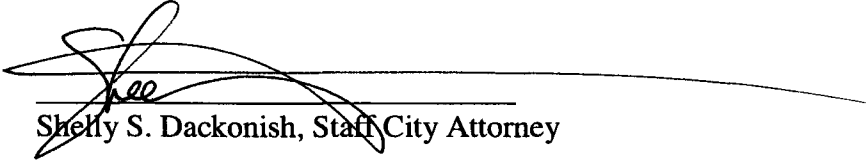
Dear Ms. Bryant:

Enclosed please find the Letter of Credit Number 1207 and Amendment No. 1 for Village Homes of Colorado, Inc. As beneficiary, the City of Grand Junction informs you that the Letter of Credit is being returned to you for cancellation. This letter is being provided at the direction of the Director of Community Development for the City.

If you have any questions, please inform me.

Sincerely,

OFFICE OF THE CITY ATTORNEY

  
Shelly S. Dackonish, Staff City Attorney

Encl. Letter of Credit No. 1207  
Amendment No. 1

Pc: Lisa Cox, Planning Department Director  
Eric Hahn, Development Engineer  
Will Bitler, Village Homes  
100 Inverness Terrace East, Suite 200, Englewood, CO 80112

**IRREVOCABLE LETTER OF CREDIT NO. 1207**

4/10/06

City of Grand Junction, Beneficiary  
C/O Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, Co. 81501  
Attn: Lisa Cox  
970-256-4036

Gentlemen:

Guaranty Bank's Letter of Credit No. 1207 for the account of Village Homes of Colorado, Inc. dated January 18, 2006 in the amount of \$17,675.00 is due to expire on August 1, 2006.

As you are aware, a 90 day notification of cancellation is a condition of this Letter of Credit. This is your official notification that Guaranty Bank will not consider renewal of Letter of Credit No. 1207 without notification from borrower.

GUARANTY BANK

By: 

Name: Linda Gourmay

Title: Loan Administrator

Cc: Pam Wismer  
Village Homes of Colorado



**EXHIBIT B**

**IMPROVEMENTS COST ESTIMATE**

DATE: January 10, 2006  
 DEVELOPMENT NAME: Beehive Estates Subdivision  
 LOCATION: 25 1/2 Road and Dewey Place  
 PRINTED NAME OF PERSON PREPARING: Merlin Widick

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	" PVC Sanitary Sewer Main	LF			\$ -
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC 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			\$ -
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ -</b>
<b>B. DOMESTIC WATER</b>					
1	" PVC Water Main	LF			\$ -
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	" Gatevalve	EA			\$ -
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
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			\$ -
<b>Subtotal Part B - Domestic Water</b>					<b>\$ -</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	___" PVC Utility/Irrigation sleeves	LF			\$ -
2	___" PVC Utility/Irrigation sleeves	LF			\$ -
3	Reconditioning	SY			\$ -
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (___" Compacted Thickness)	SY			\$ -
6	Aggregate Base Course (Class 6) (___" Compacted Thickness)	SY			\$ -
7	Hot Bituminous Paving, Grading (___" thick)	SY			\$ -
8	Hot Bituminous Paving, Grading (___" thick)	SY			\$ -
9	Hot Bituminous Paving, Patching (___" Thick)	SY			\$ -
10	Geotextile	SY			\$ -
11	Concrete Curb (___" Wide by ___" High)	LF			\$ -
12	Concrete Curb and Gutter (2' wide)	LF			\$ -
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -
14	Monolithic, Vertical Curb, Gutter and Sidewalk (___' Wide)	LF			\$ -
15	Drive Over Curb, Gutter, and Sidewalk (___' Wide)				\$ -
16	Concrete Sidewalk (___' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (___" Thick)	SY			\$ -
18	Concrete Drainage Pan (___' Wide, ___" Thick)	LF			\$ -
19	Concrete Corner Fillet	SY			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner	SY			\$ -
22	Concrete Driveway (___" Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Street Signs	EA			\$ -
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA			\$ -
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, ___", ___" PVC	LF			\$ -
					\$ -
					\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C2 BRIDGES</b>					
					\$ -
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			\$ -
					\$ -
					\$ -
<b>Subtotal Part C - Streets and Bridges</b>					<b>\$ -</b>
<b>D1 EARTHWORK</b>					
1	Mobilization	LS			\$ -
2	Clearing and Grubbing	AC or LS			\$ -
3	Unclassified Excavation	CY			\$ -
4	Unclassified Embankment	CY			\$ -
5	Silt Fence	LF			\$ -
6	Watering (Dust Control)	AC or LS			\$ -
<b>D2 REMOVALS AND RESETTING</b>					
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			\$ -
<b>D3 SEEDING AND SOIL RETENTION</b>					
1	Sod	SY			\$ -
2	Seeding (Native)	SY or AC			\$ -
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>D4</b>	<b>STORM DRAINAGE FACILITIES</b>				
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -
2	" Storm Drain Pipe	LF			\$ -
3	" Storm Drain Pipe	LF			\$ -
4	" Storm Drain Pipe	LF			\$ -
5	" Storm Drain Pipe	LF			\$ -
6	" Storm Drain Pipe	LF			\$ -
7	" Flared End Section	EA			\$ -
8	" Flared End Section	EA			\$ -
9	48" Storm Drain Manhole	EA			\$ -
10	60" Storm Drain Manhole	EA			\$ -
11	72" Storm Drain Manhole	EA			\$ -
12	Manhole with Box Base	EA			\$ -
13	Connection to Existing MH	EA			\$ -
14	Single Curb Opening Storm Drain Inlet	EA			\$ -
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA			\$ -
17	Detention Area Outlet structure	EA			\$ -
18	Rip-Rap D <sub>50</sub> = ___"	CY			\$ -
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
21	Install drip structure (Weir)				\$10,000.00
	<b>Subtotal Part D - Grading and Drainage</b>				<b>\$10,000.00</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
1	Connect to Existing Pipe	LS			\$ -
2	" Irrigation Pipe	LF			\$ -
3	" Irrigation Pipe	LF			\$ -
4	Fittings and Valves	LS			\$ -
5	Services	EA			\$ -
6	Pump System and Concrete Vault	LS			\$ -
7	Irrigation Structure	EA			\$ -
8	Vacuum Relief and/or Air Release Valve	EA			\$ -
<b>E2</b>	<b>LANDSCAPING</b>				
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Hardscape Features	LS			\$ -
4	Plant Material & Planting	LS			\$ -
5	Irrigation System	LS			\$ -
6	Curbing	LF			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil				\$ -
10	Re-Seeding Park/Open Space				\$ 1,725.00
11	Irrigation Pump/Sprinklers				\$ 3,000.00
<b>E</b>	<b>Subtotal Part E - Landscaping and Irrigation</b>				\$ 4,725.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F. Miscellaneous Items</b>					
1	Construction staking/surveying	%	2.00%	\$ -	
2	Developer's inspection cost	%		\$ -	
3	General construction supervsn	%		\$ -	
4	Quality control testing	%	2.00%	\$ -	
5	Construction traffic control	%		\$ -	
6	City inspection fees	%	0.50%	\$ -	
7	As-builts	%	2.00%	\$ -	
<b>E Subtotal Part F - Miscellaneous Items</b>					<b>\$ -</b>
% = Percentage of total site construction costs					
<b>G. COST SUMMARY</b>					
<b>1 Total Improvement Costs</b>					<b>\$ 14,725.00</b>
<b>2 City Security (20%)</b>					<b>\$ 2,950.00</b>
<b>3 Total Guarantee Amount</b>					<b>\$ 17,675.00</b>

COPY

**NOTES**

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

*[Signature]* *10/17/05*  
 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.

*[Signature]* *1/20/05*  
 City Development Engineer Date

\_\_\_\_\_  
 Community Development Date

COPY



Dec. 15, 2005 CREATIVE SPACES FOR PEOPLE AND NATURE

Village Homes  
100 Inverness Terrace East  
Suite 200  
Englewood, CO 80113

Attention: Mr. Merlin Wiedick

The cost of over seeding Beehive Estates Park,  
after seed is watered and allowed to germinate  
will be \$1,725.00.

Thank you!

Sincerely,  
Chris Nash  
Land Escapes, LLC

**RELEASE OF RECORDING MEMORANDUM**  
**City of Grand Junction**  
**Public Works & Planning Department**  
**FILE: FP-2003-253**

This Release relates to a Recording Memorandum dated 3-1-05, by and between Village Homes of Colorado (Developer) and the City of Grand Junction, pertaining to Beehive Estates (Project), located at E. of Dewey Pl., recorded at Book 3845, Page 27, Mesa County Clerk and Recorders Office. Project is more particularly described as

**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: 5/23/08  
Planner: Ronnie Edwards Date: 5-23-08

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.

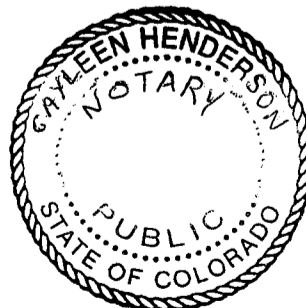
[Signature] Date 5.23.08  
Public Works & Planning Department

The foregoing instrument was executed before me this 23rd day of May, 2008, by Dreg Moberg, of the Public Works & Planning Department for the City of Grand Junction, Colorado.

Witness my hand and official seal:

Gayleen Henderson  
Notary Public

My commission expires on 10/29/2009





January 17, 2007

Village Homes  
Attn: Merlin Widick  
100 Inverness Terrace East  
Ste 200  
Englewood, CO 80122

Re: Beehive Estates Subdivision (FP-2003-253)  
Notice of Final Acceptance for Maintenance

Dear Mr. Widick:

A final inspection of the public improvements for the Beehive Estates Subdivision was conducted and all warranty items were found to be corrected. All required Quality Assurance documents have been submitted and accepted. The developer has agreed to pay \$15,500 in-lieu of constructing a drainage overflow structure, which the City will construct as part of a larger project at a later date. This payment has not yet been received.

Therefore, once the City has received payment in the amount of \$15,500, all public improvements associated with the project will be accepted for maintenance by the City of Grand Junction, and your warranty obligation will then be released.

Thank you for your cooperation in the completion of the work on this project.

Sincerely,



Eric Hahn, PE  
City Development Engineer

cc: Doug Cline  
Mark Barslund  
Kathy Portner  
Shawn Cooper  
file FP-2003-253



PUBLIC WORKS  
& PLANNING

March 25, 2008

Mr. Merlin Widick  
Village Homes  
100 Inverness Terrace East, Suite 200  
Englewood, Colorado 80122

**RE: Notice of Final Acceptance -**

Project Name: Beehive Estates aka the Orchard Subdivision  
Project Number: FP-2003-253

The City has conducted a warranty inspection of the project and any needed follow-up inspections. The public infrastructure improvements have been found to be in satisfactory condition. All requirements for the final acceptance for the Project have been fulfilled.

The Developer's warranty obligation, for all materials and workmanship, has concluded and all warranty obligations are hereby released.

The following improvements within the public right-of-way are accepted for future maintenance by the City:

Public streets:

- All public streets as shown on the Project Plans.

-

Storm drainage system:

- Storm drain pipes, inlets and manholes within the public right of way.
- Maintenance of the detention pond and outlet works are the responsibility of the homeowners association.

Water distribution system:

- N/A – Served by Ute Water

Sanitary sewer:

- Sewer mains, manholes

I will contact the City Planner for release of the Development Improvements Agreement, the Maintenance Agreement and any financial security attached to the Project.

Sincerely,

Mike Best, Project Specialist

Electronic copy:

Greg Mobert, Planning Services Supervisor  
Darren Starr, Solid Waste and Streets Manager  
Peggy Sharpe, Administrative Assistant  
Chris Spears, Storm Drainage System  
Larry Brown, Sewage Collection System

Mark Barslund, Development Inspector  
Jamie Beard, Assistant City Attorney  
David VanWagoner, Street System  
Ed Tolen, Ute Water

250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501

FAX [970] 256-4031  
[www.gjcity.org](http://www.gjcity.org)

**RECORDING MEMORANDUM**  
**Exhibit D**

City of Grand Junction  
Community Development Department Community Development  
File: # FP 2003-253

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 Village Homes of Colo (Developer) and the City of Grand Junction (City) pertaining to Beehive Estates Subdivision (Project), located at East of Dewey Place, Grand Jct, Colo.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 3845, Pages 25-26.)

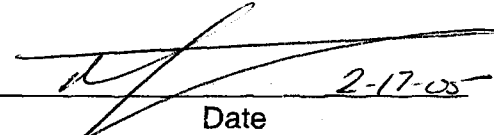
The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by 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 2003-253

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.

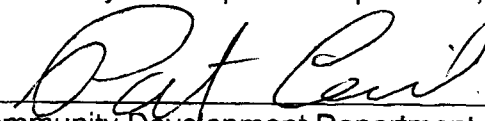
**DEVELOPER:**

By: Village Homes of Colo  2-17-05  
Date

(Print Name) Douglas Champion, President

**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, Community Development Department, 250 N. 5<sup>th</sup> Street, Grand Junction Colorado.

 2/24/05  
Community Development Department Date