

Planning File No. SPN-2012-569

1. **Parties:** The parties to this Development Improvements Agreement (Agreement) are

HD-OP, LLC
(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 Planning Director.

RECITALS

The Developer seeks approval to develop property described on Exhibit A (Property). The property known as: 2430 PATTERSON RD

has been reviewed and approved under the above-referenced planning file number. (Development). SPN-2012-569

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- and off-site improvements listed on Exhibit B (Improvements).

3a. The Developer agrees to pay the City for its administration of the Development. The hourly rate for those services is \$45.00/hour. Administration includes but is not limited to the time expended by the City's planner, engineer 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 security are administration services and shall be charged at \$45.00/hour. See paragraph 19 concerning attorneys'/ litigation fees.

3b. The Developer agrees to pay a flat fee of \$ _____ for construction inspection. If in the City's determination the scope of this project is such that the City needs 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 financial guarantee. The Developer is required to post security in an amount of \$ 11,768.40 (120% of the approved cost estimate for the improvements) in a form and with terms acceptable to the City (Security). The Security shall be in the form of a cash deposit made to the City, a letter of credit, a disbursement agreement or other form approved by the City Attorney. The Security specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Form of Security (select one): CASH

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

6. **Warranty:** The Developer shall warrant the Improvements for one year following acceptance of the Improvements 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 repair or replacement thereof shall comply with the approved construction plans site plan and 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 of the Improvements by the City the Developer shall provide a Maintenance Guarantee in an amount of \$ 1961.40 (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 Attorney.

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.

8. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations 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 the Effective Date.

9. **Notice of Defect:** The Developer shall provide timely written notice to the issuer of the Security and the Director when the Developer and/or his/her/its engineer has knowledge that an improvement does not conform to City standards or is otherwise defective in whole or in part. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days of such notice.

10. **Acceptance of Improvements:** The City will not accept Improvements until the Developer documents that the Developer owns the Improvements in fee simple and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted in writing by the City Attorney.

10a. 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 has been accepted in writing by the City.

10b. The City will 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 appropriate electronic form, stamped and sealed by a professional engineer 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 construction were in conformance with City-approved plans and specifications.

10c. Acceptance by the City shall only occur when the City's engineer sends a writing to such effect.

10d. Acceptance of Improvements does not constitute a waiver by the City of any right it may have to demand correction of a defect in or failure of Improvements detected or occurring after acceptance.

11. Reduction of Security: Upon acceptance of the Improvements, the City will release \$ 9807.00 (Line G1, Exhibit B, Total Improvement Costs) of the Security, except that a developer in default under this Agreement has no right to a release of the Security in any amount.

12. Use of Proceeds: The City shall use Security funds only to complete the Improvements, correct failed or defective improvements or pay administration, inspection development fees or impact fees.

13. Events of Default: The following shall constitute a default by the Developer:

13a. Developer's failure to complete all of the Improvements on or before the Completion date;

13b. Developer's failure to take reasonable actions 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;

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;

13e. With regard to the Property or any portion thereof, initiation of any foreclosure action regarding any lien or encumbrance, initiation of mechanics lien(s) procedure(s) or assignment or conveyance of the Property in lieu of foreclosure;

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

Except in the event of 13c, 13d and 13e above, in which the City may immediately declare a default without prior notice to the Developer, the City may not declare a default until written notice has been sent to the Developer in accordance with section 26 below.

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 and completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements 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 by the amount of the Security.

15. City's Rights Upon Default: Upon default the City may draw on or proceed to collect the Security up to the full face amount. The City may also exercise its rights to disbursement of loan proceeds or other funds under the 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 Security 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. That developer or lender shall then have the same rights of completion as the City hereunder 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.

15d. 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 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 is named as a defendant in an action concerning the performance of work pursuant to this Agreement except in a suit in which 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 to a waiver of any other provision nor shall it be deemed 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 or different 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 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 in-house attorney time 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 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, promise or inducements that 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 an abandonment period, completion date or other date hereunder and 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 in writing if it finds 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 covenants running with the Property.

25b. The City may assign its rights under this Agreement.

25c. The City shall expressly release the Security and/or contract obligations if it accepts new security from any developer or lender who subsequently acquires the Property; however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. The City agrees to state acceptance of the Improvements 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: *HD-OP, LLC*
Name/Developer/Company: *244 N. 7TH STREET*
Address (Street and Mailing): *GRAND JUNCTION CO 81501*
City, State and Zip Code:
Telephone and Fax Number: *970-263-2948 970 242-1254*
E-mail Address: *SID @ GJCOMMERCIAL.COM*

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

CC: **Planning Division
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 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 Security or the Maintenance Guarantee shall be deemed to be proper only in Mesa County, Colorado. 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.

By: Seamus Scinnell 2/4/14
Developer's Signature Date
Developer's Name

City of Grand Junction

Scott P. Pitzer 2-4-14
Project Manager's Signature Date

Scott Davis 2-5-14
Development Engineer's Signature Date

David [Signature] 2-5-14
Director or Planning Manager's Signature Date

EXHIBIT B IMPROVEMENTS COST ESTIMATE

DATE: 2-4-14
 DEVELOPMENT NAME: Home DEPT OUTLOT
 LOCATION: 2430 PATTERSON RD.
 PRINTED NAME OF PERSON PREPARING: SEO SYVIEREL

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
A. SANITARY SEWER					
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			\$ -
					\$ -
					\$ -
Subtotal Part A Sanitary Sewer					\$ -
B. DOMESTIC WATER					
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			\$ -
					\$ -
					\$ -
Subtotal Part B - Domestic Water					\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
C1.	STREETS				
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
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			\$ -
5	Silt Fence	LF			\$ -
6	Watering (Dust Control)	AC or LS			\$ -
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			\$ -
D3.	SEEDING AND SOIL RETENTION				
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
D4.	STORM DRAINAGE FACILITIES				
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 ₅₀ = ___"	CY			\$ -
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
	Subtotal Part D - Grading and Drainage				\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
E1.	IRRIGATION				
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			\$ -
E2.	LANDSCAPING				
1	Design/Architecture	LS			\$ 9807 -00
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				\$ -
					\$ -
					\$ -
Subtotal Part E - Landscaping and Irrigation					\$ 9807-00

[Faint, illegible text and signatures, likely representing project details and approvals.]

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
F.	Miscellaneous Items				
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%	\$ -	
Subtotal Part F - Miscellaneous Items					\$ -

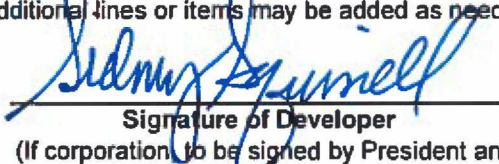
% = Percentage of total site construction costs

COST SUMMARY:


G1	Total Improvement Costs	\$ 9807 -00
G2	City Security (20%)	\$ 1961 -40
Total Guarantee Amount		\$ 11768 -40

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




 Date


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



 Planning Division



 Date

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	February 5, 2014
Project File No.	SPN-2012-569
Project Name	Home Depot Outlot
Project Location	2430 Patterson Road
Purpose of DIA	Landscaping
Payee Name	HD-OP, LLC
Payee Mailing Address	244 North 7th Street
Payee City, State Zip Code	Grand Junction, CO 81501
Payee Telephone No.	(970) 263-2948
DIA Completion Date:	February 5, 2015
Project Planner	Scott Peterson
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$11,768.40	02/05/15	Check #267100470	LOC Amount			
Refund							
BALANCE	\$11,768.40			BALANCE			

DIA Cash Fund/Account No.	207-2090
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REVENUE RECAP SHEET

DEPARTMENT: Planning TODAY'S DATE: 2/5/14
 TICKET # _____ thru _____ PERIOD COVERED: ___/___/___ thru ___/___/___

YR	INDEX	FUND	ORGN	ACCT	PRG	ACTVTY	AMOUNT
DESCR: <u>Home Depot Outlet DIA security/SPN-2012-569/HD-OP, LLC.</u>							
		<u>207</u>		<u>2090</u>			<u>11,768.40</u>
DESCR:							
DESCR:							
DESCR:							
DESCR:							
Bank Card Total							
Checks Total							<u>11,768.40</u>
Cash Total							
PREPARED BY: <u>Jaslin</u> pg <u>1</u> of <u>1</u>							GRAND TOTAL.. <u>\$11,768.40</u>

This document has a multi-color background, a micro-print signature line and a simulated watermark; absence of these features will indicate a copy. 267100470

MECHANICS LIEN WAIVER

By endorsing this check, payee waives and releases any mechanics lien rights which payee may have with respect to work performed or materials furnished by payee for which payment is made by this check.



10403 W. COLFAX AVE.
LAKEWOOD, CO 80215
(800) 984-3444

82-504/1070

01/31/2014

PAY TO THE ORDER OF CITY OF GRAND JUNCTION

\$11,768.40 DOLLARS

EXACTLY ELEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 40 / 100

CITY OF GRAND JUNCTION
C/O SID SQUIRREL
289 W MORRISON CT
GRAND JUNCTION, CO 81507
NOTICE TO CUSTOMER

CONSTRUCTION ACCOUNT
THIS INSTRUMENT SHALL BE VOID AND NON-NEGOTIABLE 180 DAYS AFTER DATE OF ISSUANCE.

[Handwritten Signature]
AUTHORIZED SIGNATURE

The purchase of an Indemnity Bond will be required before any official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

MEMO [Redacted]

267100470



10403 W. COLFAX AVE.
LAKEWOOD, CO 80215
(800) 984-3444

82-504/1070

Payee: CITY OF GRAND JUNCTION
 Borrower: HD-OP, LLC
 Builder: ASCO CONSTRUCTION
 Property: LOT 2 HOME DEPOT USA INC REPLAT MESA CTY CO STATE, MESA, CO
 Invoice:

01/31/2014
\$11,768.40

Category	Code	Amount
SITE WORK	C - 3002	8,133.76
CONTINGENCY	C - 3052	3,634.64

RECORDING MEMORANDUM

Exhibit D

City of Grand Junction
Planning Division

File Number: SPN-2012-569

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado is by and between HO-OP, LLC (Developer) and the City of Grand Junction (City) pertaining to HOME DEPOT OUTLOT (Project), located at 2430 PATTERSON 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 number

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: Shirley Squinell

2/4/14

Date:

Type Name:

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, Planning Division, 250 North 5th Street, Grand Junction Colorado.

D. L. [Signature]

Date:

Feb 5, 2014

Planning Division

Recording Fee

Date	February 5, 2014
Plan File No.	SPN-2012-569
Project Name	Home Depot Outlot
Project Location	2430 Patterson Road
Purpose of DIA	Landscaping
Payee Name	HD-OP, LLC
Payee Mailing Address	244 North 7th Street
Payee City, State Zip Code	Grand Junction, CO 81501
Payee Telephone No.	263-2948
DIA Completion Date	February 5, 2015
Project Planner	Scott Peterson
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION

	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	02/05/14	Cash
RECORDING FEE FOR RECORDING RECORDING MEMORANDUM	\$ 11.00	02/05/14	
RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM	\$ -		
BALANCE	\$ 11.00		

Mesa County Clerk Escrow



Sheila Reiner
 Clerk and Recorder
 200 S. Spruce St.
 Grand Junction, CO 81501
 (970)-244-1679



Print Date:
 2/5/2014 12:24:24 PM

Transaction #: **181781**
 Receipt #: **2014074963**
 Cashier Date: **2/5/2014 12:22:02 PM**

Mailing Address:
 P.O. BOX 20,000-5007
 Grand Junction, CO 81502
 (970)-244-1679

www.mesacounty.us

Customer Information	Transaction Information	Payment Summary
(CITYOFGJ) CITY OF GRAND JCT COM DEVELOP 250 N 5TH ST GRAND JCT, CO 81501 Escrow Balance: \$240.00	Date Received: 02/05/2014 Source Code: Over The Counter Return Code: Over The Counter Trans Type: Recording	Total Fees \$11.00 Total Payments \$11.00

1 Payments	
CASH	\$11.00


1 Recorded Items <i>Home Depot Outlet DIA SPN-2012-569</i>	
(MEMO) MEMORANDUM	<i>BK/PG: 5570/825 Reception Number: 2681354 Date: 2/5/2014 12:22:00 PM From: To:</i>
Recording @ \$10 per page \$1 Surcharge	\$11.00

0 Search Items

0 Miscellaneous Items



Sheila Reiner
Clerk and Recorder
200 S. Spruce St.
Grand Junction, CO 81501
(970)-244-1679



Print Date:
2/5/2014 12:29:40 PM

Transaction #: 181782
Receipt #: 2014074964
Cashier Date: 2/5/2014 12:27:14 PM

Mailing Address:
P.O.BOX 20,000-5007
Grand Junction, CO 81502
(970)-244-1679

www.mesacounty.us

Customer Information	Transaction Information	Payment Summary
(CITYOFGJ) CITY OF GRAND JCT COM DEVELOP 250 N 5TH ST GRAND JCT, CO 81501 Escrow Balance: \$251.00	Date Received: 02/05/2014 Source Code: Over The Counter Return Code: Filed Trans Type: Search	Total Fees \$0.00 Total Payments \$11.00 Escrow Deposit \$11.00

1 Payments <i>Home Depot Outlet DIA SPN-2012-569</i>		
 CASH		\$11.00
Escrow Deposit	11	\$11.00

0 Recorded Items

0 Search Items

0 Miscellaneous Items

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: 07/28/2014		Batch Number: 2014-00001434		Batch Description: marysp batch 1 7-30-2014		
HD-OP, LLC	7-28-2014	Reimbursement Home Depot Outlot DIA-2014-55	07/28/2014	07/28/2014	07/28/2014			No Gross:	11,768.40
Invoice Department: 06-630 PW&P,Planning		Check Sort Code:	Check Code:		Bank Account: Accounts Payable Clearing		Freight: 0.00		
244 North 7th Street		Manual Check: No	Check Number:		Invoice Terms:		State Tax: 0.00		
Grand Junction, CO 81501							County Tax: 0.00		
							Local/City Tax: 0.00		
							Discount: 0.00		
							Retainage: 0.00		
							Net Amount: <u>\$11,768.40</u>		

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 - Reimbursement Home Depot Outlot DIA-2014-55	1,0000	EA	11,768.4000	11,768.40
G/L Distribution:	G/L Account/Project					Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund Deposits Payable)					11,768.40	0.00
Total Invoice Items:	1		Invoice Amount Expended:	\$11,768.40	Invoice Amount Unencumbered:	\$0.00	

Mary Sparks - SPN-2013-254, Home Depot Outlot

From: Rick Dorris
To: Mary Sparks
Date: 7/28/2014 2:24 PM
Subject: SPN-2013-254, Home Depot Outlot
CC: Scott Peterson

The developer has met all his requirements for this site plan. Would you please release the DIA and security?

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

Home Depot Outlot

Development Improvements Guarantee Recap Sheet

Check One: Cash Deposit Letter of Credit (LOC)
 Cash Refund LOC Release

Date	February 5, 2014
Project File No.	SPN-2012-569
Project Name	Home Depot Outlot
Project Location	2430 Patterson Road
Purpose of DIA	Landscaping
Payee Name	HD-OP, LLC
Payee Mailing Address	244 North 7th Street
Payee City, State Zip Code	Grand Junction, CO 81501
Payee Telephone No.	(970) 263-2948
DIA Completion Date:	February 5, 2015
Project Planner	Scott Peterson
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$11,768.40	02/05/15	Check #267100470	LOC Amount			
Refund							
BALANCE	\$11,768.40			BALANCE			

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

Make check payable to
 HD-OP, LLC
 244 N 7th Street
 (6) 81501

\$ 11,768.40
 207-2090

TICKET # _____ thru 0 PERIOD COVERED: ___/___/___ thru ___/___/___

YR	INDEX	FUND	ORGN	ACCT	PRG	ACTVTY	AMOUNT
DESCR: Home Depot Outlet DIA security/SPN-2012-569/HD-OP, LLC.							
		207		2090			11,768.40
DESCR:							
DESCR:							
DESCR:							
DESCR:							
DESCR:							
							Bank Card Total
							Checks Total
							Cash Total
PREPARED BY: <u>Justin</u> pg 1 of 1							GRAND TOTAL..
							11,768.40
							11,768.40

267100470



82-504/1070

Payee: CITY OF GRAND JUNCTION
 Borrower: HD-OP, LLC
 Builder: ASCO CONSTRUCTION
 Property: LOT 2 HOME DEPOT USA INC REPLAT MESA CTY CO STATE, MESA, CO
 Invoice:

01/31/2014
 \$11,768.40

Category	Code	Amount
SITE WORK	C - 3002	8,133.76
CONTINGENCY	C - 3052	3,634.64

AUTHORIZED SIGNATURE

RELEASE MEMORANDUM
City of Grand Junction
Public Works & Planning Department
Plan: SPN-2012-569
DIA-2014-55

This Release relates to a Development Improvements Agreement dated February 5, 2014, by and between **HD-OP, LLC**, (Developer) and the City of Grand Junction, pertaining to **Home Depot Outlot** (Project), located at **2430 Patterson Road, Grand Junction, CO**.

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 Engineer:

Kirk Davis

Date:

7-28-14

City Planner:

Joe A. Patton

Date:

7-29-14

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]
Development Services Manager, Community Development

Date

7-29-14

The foregoing instrument was executed before me this 25th day of July, 2014, by Greg Moberg, of the Community Development Department for the City of Grand Junction, Colorado.

Witness my hand and official seal:



Mary E. Sparks
Mary E. Sparks, Notary Public

My commission expires on 4/7/2018

Release Recording Fee

Date	July 29, 2014
Plan File No.	SPN-2012-569
Project Name	Home Depot Outlot
Project Location	2430 Patterson Road
Purpose of DIA	Landscaping
Payee Name	HD-OP, LLC
Payee Mailing Address	244 North 7th Street
Payee City, State Zip Code	Grand Junction, CO 81501
Payee Telephone No.	263-2948
DIA Completion Date	February 5, 2015
Project Planner	Scott Peterson
Project Engineer	Rick Dorris

ACCOUNTING INFORMATION			
	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	02/05/14	CASH
RECORDING FEE FOR RECORDING RECORDING MEMORANDUM	\$ 11.00	02/05/14	
RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM	\$ 11.00	07/29/14	
BALANCE	\$ -		

Mesa County Clerk Escrow



Sheila Reiner
 Clerk and Recorder
 200 S. Spruce St.
 Grand Junction, CO 81501
 (970)-244-1679

Print Date:
 7/29/2014 12:45:46 PM

Transaction #: **192991**
 Receipt #: **2014085800**
 Cashier Date: **7/29/2014 12:45:47 PM**

Mailing Address:
 P.O.BOX 20,000-5007
 Grand Junction, CO 81502
 (970)-244-1679

www.mesacounty.us

Customer Information	Transaction Information	Payment Summary
(CITYOFGJ) CITY OF GRAND JCT COM DEVELOP 250 N 5TH ST GRAND JCT, CO 81501 Escrow Balance: \$250.00	Date Received: 07/29/2014 Source Code: Over The Counter Return Code: Over The Counter Trans Type: Recording	Total Fees \$33.00 Total Payments \$33.00

1 Payments	
ESCROW	\$33.00

3 Recorded Items	
(REL AGMT) REL AGMT	BK/PG: 5625/793 Reception Number: 2697248 Date: 7/29/2014 12:45:46 PM From: To:
Recording @ \$10 per page \$1 Surcharge	1 Home Depot Outlet \$11.00
(REL AGMT) REL AGMT	BK/PG: 5625/794 Reception Number: 2697249 Date: 7/29/2014 12:45:46 PM From: To:
Recording @ \$10 per page \$1 Surcharge	1 Eddy Subdivision \$11.00
(REL AGMT) REL AGMT	BK/PG: 5625/795 Reception Number: 2697250 Date: 7/29/2014 12:45:46 PM From: To:
Recording @ \$10 per page \$1 Surcharge	1 MC Workforce Center \$11.00

0 Search Items

0 Miscellaneous Items