

**DEVELOPMENT IMPROVEMENTS AGREEMENT**

Planning File No. 2013-~~880~~ 341 <sup>WB</sup>

1. **Parties:** The parties to this Development Improvements Agreement (Agreement) are **CMH Homes, 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 Planning Director.

**RECITALS**

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

**671 23 Road Grand Junction, CO 81505**

has been reviewed and approved under the above-referenced planning file number. (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- 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 \$ **N/A** 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 \$ **114842.40** (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 \$ **N/A** (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 **\$N/A** (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:

Name/Developer/Company: **CMH Homes, Inc.**

Address (Street and Mailing): **5000 Clayton Rd**

City, State and Zip Code: **Maryville, TN 37804**

Telephone and Fax Number: **970-245-9039**

E-mail Address: **Shawn.Ruse@ClaytonHomes.com**      **Doug.Carnathan@ClaytonHomes.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:

Shawn Ruse General Mgr. 3/28/14

Developer's Signature Date

Developer's Name: **Shawn Ruse, General Mgr.**

**City of Grand Junction**

Levi V. Bowers 4/4/14

Project Manager's Signature Date

Rick Davis 4/4/14

Development Engineer's Signature Date

Risa Cox 4-4-2014

Director or Planning Manager's Signature Date

Type legal description below.

**EXHIBIT A**

Lot 6 Block 2 of Grand West Business Park, Mesa County, Colorado



# EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: 3/28/14  
 DEVELOPMENT NAME: CMH HOMES, INC  
 LOCATION: 671 23 ROAD GRAND JCT, CO 81505  
 PRINTED NAME OF PERSON PREPARING: SHAWN RUSE G.M.

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	<b>PAVING TOTAL</b>		<b>\$ 18400 -</b>
8	Hot Bituminous Paving, Grading___ (___" thick)	SY		\$	-
9	Hot Bituminous Paving, Patching (___" Thick)	SY		\$	-
10	Geotextile	SY		\$	-
11	Concrete Curb (___" Wide by ___" High)	LF	<b>CURBING TOTAL</b>		<b>\$ 16500 -</b>
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		\$	<b>725 -</b>
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>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			\$ -
	<b>Subtotal Part D - Grading and Drainage</b>				<b>\$ -</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	LANDSCAPE COMPLETE		\$ 48595 -
5	Irrigation System	LS			\$ -
6	Curbing	LF			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil				\$ -
	FENCING (LANDSCAPE)				\$ 5466 -
	FENCING (STORAGE)				\$ 6016 -
<b>Subtotal Part E - Landscaping and Irrigation</b>					<b>\$ 60077</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F.</b>	<b>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>Subtotal Part F - Miscellaneous Items</b>					<b>\$ -</b>


% = Percentage of total site construction costs


**COST SUMMARY:**

<b>G1</b>	<b>Total Improvement Costs</b>	<b>\$ 95702</b>
<b>G2</b>	<b>City Security (20%)</b>	<b>\$ 19140.40</b>
<b>Total Guarantee Amount</b>		<b>\$ 114842.40</b>

**NOTES**

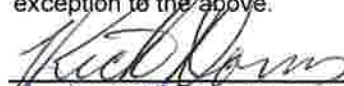
1. All prices shall be for items complete in place and accepted.
2. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.
3. Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere.
4. All concrete items shall include 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**

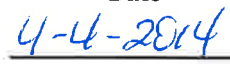
(If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

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.

  
 \_\_\_\_\_  
**City Development Engineer**

  
 \_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Planning Division**

  
 \_\_\_\_\_  
**Date**

**City of Grand Junction**  
**Accounts Payable Edit Listing**

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

**Batch Department:** 06-630 PW&P,Planning      **Batch Date:** 07/09/2014      **Batch Number:** 2014-00001324      **Batch Description:**

Ruse, Shawn      Golden Villa Hom      Refund of DIA cash funds secured      07/09/2014      07/09/2014      07/09/2014      No      Gross:      114,842.40

**Invoice Department:** 06-630 PW&P,Planning      Check Sort Code:      Bank Account: Accounts Payable Clearing      Freight:      0.00

c/o CMH Homes, Inc.      Check Code:      Invoice Terms:      State Tax:      0.00

5000 Clayton Road      Manual Check: No      Local/City Tax:      0.00

Maryville, TN 37804      Check Number:      Discount:      0.00

Retainage:      0.00

Net Amount:      \$114,842.40

Detail:	P.O. Number	C/D/F/T/ A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	REFUND - Refund of DIA cash funds secured	1.0000	EA	114,842.4000	114,842.40
G/L Distribution:	G/L Account/Project					Expensed	Unencumbered
	207.2090 ( Transportation Capacity Fund.Deposits Payable)					114,842.40	0.00

Total Invoice Items:      1      Invoice Amount Expensed:      \$114,842.40      Invoice Amount Unencumbered:      \$0.00

Batch Total Invoices:      1

Batch Total Gross:      \$114,842.40

Batch Total Freight:      \$0.00

Batch Total State Tax:      \$0.00

Batch Total County Tax:      \$0.00

Batch Total Local/City Tax:      \$0.00

Batch Total Discount:      \$0.00

Batch Total Retainage:      \$0.00

Batch Total Net:      \$114,842.40

Batch Total Unencumbered:      \$0.00

Grand Total Invoices:      1

Grand Total Gross:      \$114,842.40

Grand Total Freight:      \$0.00

Golden Villa Hom

07/09/2014

Refund of DIA cash funds secured

114,842.40

07/09/2014

\$114,842.40

One Hundred Fourteen Thousand Eight Hundred Forty-Two and 40/100 Dollars

Shawn Ruse  
c/o CMH Homes, Inc.  
5000 Clayton Road  
Maryville, TN 37804





July 8, 2014

Mr. Shawn Ruse, General Manager  
CMH Homes, Inc.  
5000 Clayton Road  
Maryville TN 37804

**Re: Development Improvement Agreement DIA-2014-141  
Golden Villa Homes, CMH Homes Planning File SPN-2013-341**

Dear Mr. Ruse,

We acknowledge receipt of the signed Inspection and Compliance of Grading Plan from Rhino Engineering and a letter from Julee Wolverton, Landscape Architect that the landscape plan complies with the approved plan.

Please find enclosed a check in the amount of \$114,842.40 for the release/return of cash funds secured by the above referenced DIA.

If you have any questions, please feel free to call Sue Mueller at 970/256-4016.

Sincerely,



Tim Moore  
Deputy City Manager

Cc: Planning File #SPN-2013-341  
Peggy Sharpe, Administrative Assistant

207-2070



www.rhinoengineers.com  
info@rhinoengineers.com

---

June 26, 2014

Rick Dorris, PE  
Development Engineer  
City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501

RE: Inspection and Compliance of Grading Plan  
Clayton Homes Site Development  
671 23 Road  
Grand Junction, CO 81505  
SPN-2013-341

Rick,

I made an inspection on June 26th of the finished grading for the Clayton Home site at 671 23 Road. The overall finished grading of the site corresponds to the intent of the grading plan. No as built survey was completed to verify actual finished grades.

The storm drain and inlets were installed per the plans. The only item noted that was not completed was the concrete collar around the small area inlet grate in the gravel parking area. No concrete collar was installed. I talked with the owner's representative and he didn't have a problem with leaving the inlet as is, and should excessive gravel occur in the bottom of the inlet box, they would do periodic maintenance.

If you have any questions, please let me know.

Regards,

John E. Kornfeld, P.E.

Julee Wolverton  
Landscape Architect



61945 Nighthawk Road  
Montrose, Colorado 81403  
phone.970.249.9392  
cell.970.417.1779  
wolverton@montrose.net

June 23, 2014

City Planning and Community Development  
City of Grand Junction  
Grand Junction, CO 81501

**Landscape Letter of Compliance:  
671 23 Road - Clayton Homes #1037  
(Formerly Golden Villa Homes)**

This letter certifies that the landscape installation for Clayton Homes located at 671 23-Road in Grand Junction complies with the approved landscape plan drawings and specifications dated 7-29-13 and revised 8-28-13. A few of the plant species were substituted for other approved species. The locations of the trees were field fit around the existing trees. The landscape contractor also replaced some of the dead HOA trees at the site.

Please contact me if you have any comments or questions regarding the landscape installation.

Sincerely,

Julee Wolverton, RLA  
Landscape Architect



**Sue Mueller - Re: Fwd: DIA 671 23 Road**

---

**From:** Rick Dorris  
**To:** Sue Mueller  
**Date:** 7/7/14 1:59 PM  
**Subject:** Re: Fwd: DIA 671 23 Road  
**CC:** Lori Bowers

---

Sue,

You are okay to release this DIA. I received the letter. Unfortunately I can't put my hands (or mouse as the case may be) on it right now but that isn't their fault.

Thanks,

Rick Dorris, PE, CFM  
Development Engineer  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice [970-256-4034](tel:970-256-4034)  
fax [970-256-4031](tel:970-256-4031)  
email: [rickdo@gjcity.org](mailto:rickdo@gjcity.org)

Rick,  
Please read email trail below. Thank you.

Lori

Lori V. Bowers, Senior Planner  
Community Development  
[970-256-4033](tel:970-256-4033)  
[lorib@gjcity.org](mailto:lorib@gjcity.org)

>>> On 7/7/2014 at 11:25 AM, in message <53BA840C.68DE.0022.0@ci.grandjct.co.us>, Sue Mueller wrote:

Lori,

We need the letter from the Engineer.

Sue

>>> On 7/7/14 at 9:02 AM, in message <53BAB684.469 : 34 : 26846>, Lori Bowers wrote:

Mary,

I'm not sure who is covering for you in your absence for DIAs, but I have a request for the release/return of cash funds secured by DIA-2014-141. The amount is \$114,842.40, payable to CMH Homes. Please let me know if you need anything else to process this request. Thank you.

Lori

Lori V. Bowers, Senior Planner  
Community Development  
970-256-4033  
lorib@gjcity.org

>>> On 7/4/2014 at 7:49 AM, in message  
<F01A5439A705E7448DCA1C42297D4FC4014DB891@EXCHANGEMBX5.CMHCORP.Local>, "Ruse, Shawn"  
<prvs=72623b6ad4=shawn.ruse@claytonhomes.com> wrote:

The landscaper signed off and I understand the engineer sent a sign off letter to the city engineer. Is there anything else we need to provide to get request DIA funds?

Thanks

Shawn Ruse  
Clayton Homes #1037  
671 23 Road  
Grand Jct., CO 81505  
O 970-245-9039  
M 970-260-8809  
F 970-245-5475  
[www.ClaytonHomesGrandJunction.com](http://www.ClaytonHomesGrandJunction.com)

"Opening doors to a better life, one home at a time"

**CONFIDENTIALITY NOTICE**

This message and the accompanying documents contain information that belongs to the sender and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, you are hereby notified that you are strictly prohibited from reading, disseminating, distributing, copying, or taking action in reliance on the content of this communication. If you have received this e-mail in error, please notify the sender immediately and destroy the original transmission. Thank you.

# Development Improvements Guarantee Recap Sheet

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

<b>Date</b>	April 4, 2014
<b>Project File No.</b>	SPN-2013-341
<b>Project Name</b>	Golden Villa Homes, CMH Homes
<b>Project Location</b>	671 23 Road, Grand Junction, CO 81505
<b>Purpose of DIA</b>	Streets and Bridge, Landscaping
<b>Payee Name</b>	CMH Homes, Inc.
<b>Payee Mailing Address</b>	PO Box 9790
<b>Payee City, State Zip Code</b>	Maryville, TN 37802
<b>Payee Telephone No.</b>	865-380-3936
<b>DIA Completion Date:</b>	April 4, 2015
<b>Project Planner</b>	Lori Bowers
<b>Project Engineer</b>	Rick Dorris

## ACCOUNTING INFORMATION

CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
<b>DEPOSIT</b>	\$114,842.40	04/04/14	Check #4552774	<b>LOC Amount</b>			
<b>Refund</b>							
<b>BALANCE</b>	<b>\$114,842.40</b>			<b>BALANCE</b>			

<b>DIA Cash Fund/Account No.</b>	<b>207-2090</b>
----------------------------------	-----------------

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
000000000325929 CITY OF GRAND JUNCTION CMH-GRAND JCT	03/28/14	01037L 0103700755 ACCT FA	114842.40

114842.40

CHECK NO. 4552774 FOR QUESTIONS CALL 865 380-3936

PLEASE DETACH BEFORE DEPOSITING

THIS CHECK IS PRINTED ON A COLORED BACKGROUND WITH MICROPRINTING IN THE SIGNATURE LINES

CMH HOMES, INC.  
PO BOX 9790  
MARYVILLE, TN 37802  
865 380-3936

CHECK NO. **4552774**

CHECK DATE **4/01/14**

**SUNTRUST**  
SUNTRUST Bank, East Tennessee or  
SUNTRUST Bank, Northwest Georgia, N.A.

64-79/611

CHECK AMOUNT

PAY One Hundred Fourteen Thousand Eight Hundred Forty-two And 40/100 Dollar \*\*\*\*\*114842.40

TO THE ORDER OF CITY OF GRAND JUNCTION

VOID AFTER 180 DAYS

*Nathaniel Bell*  
*[Signature]*

TWO SIGNATURES REQUIRED ON AMOUNTS OF \$100,000 AND ABOVE

SPN-2013-341

DIA-2014-141 ⑈0004552774⑈ ⑆061100790⑆ 3195000116⑈

Golden v. 1000 Home