

DEVELOPMENT IMPROVEMENTS AGREEMENT

Planning File SUB-2012-399

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are **Blue Star Industries, 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 Public Works & Planning Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as **Heritage Estates, Filing 1** has been reviewed and approved under Planning file number: **SUB-2012-399** ("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.

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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 \$391,107.36 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantees specific to this Agreement is attached as Exhibit C and Exhibit D and are incorporated by this reference as if fully set forth. They include:

Disbursement Agreement (for improvements obligations, in amount of \$325,922.80, which is 100% of the amount for the Improvements)

and

Deed of Real Property (for warranty obligations - 20% of the amount for improvements)

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 **\$65,184.56** (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: **09/01/2012**

Completion Date: **09/01/2013**

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 \$325,922.80 (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: **Blue Star Industries, LLC** -----Name -Developer/Company
2350 G Road -----Address (Street and Mailing)
Grand Junction, Co. 81505 ----- City, State & Zip Code
(970) 255-8853 ----- Telephone Number
(970)245-1452 ----- Fax Number
kkerk@bluestarindustries.com -- E-mail

Cc:

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

Cc: Community Development Department
250 North 5th Street
Grand Junction, CO 81501

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

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

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

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

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

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

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

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer: (i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification; (ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials; (iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and (iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that

the materials and the compaction of the materials that are required to be compacted, were in conformance with City approved plans and specifications.

By: 

Developer: **Blue Star Industries, LLC**

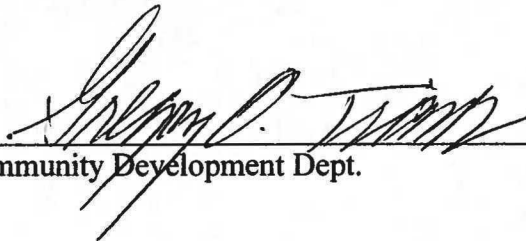
Date: 10/05/12

Name (printed): L. John Davis

Corporate Attest:

Name Date

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

 12/3/12
Community Development Dept. Date

Type legal description below.

EXHIBIT A

NW4SE4NE4 & S2SE4NE4 SEC 4 1S 1W EXC BEG 2637FT N OF SE COR SD SEC 4 N 88DEG41' W 280FT N 0DEG28' W 456FT S 87DEG51' W 374FT N 2DEG14' W 184FT S 89DEG12' E 664FT S 623FT TO BEG & ALSO EXC THAT PTN OF A PARCEL OF LAND LYG IN S2SE4NE4 SD SEC 4 DESC-FOLLS BEG N 89DEG50'54SEC W 30FT FR E4 COR SD SEC 4 N 89DEG50'54SEC W 924.71FT S 82DEG17'43SEC W 367.27FT N 89DEG52'54SEC E 991.43FT N 0DEG00'38SEC W 50FT S 89DEG52'54SEC E 988.14FT N 82DEG17'43SEC E 403.95FT N 89DEG52'42SEC E 641.5FT S 0DEG26'16SEC E 31.95FT S 88DEG39'16SEC E 249.99FT S 0DEG01'44SEC W 17.71FT TO BEG

EXHIBIT B

IMPROVEMENTS COST ESTIMATE

DATE:

June 11, 2012

Revised: September 11, 2012

October 4, 2012

DEVELOPMENT NAME:

HERITAGE ESTATES FILING 1

LOCATION:

24 3/4 Road, Grand Junction, CO

PERSON PREPARING:

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
A. SANITARY SEWER					
1	8" PVC Sanitary Sewer Main	LF	644	\$ 20.00	\$ 12,880.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	EA	15	\$ 400.00	\$ 6,000.00
5	Sanitary Sewer Manhole	EA	4	\$ 2,500.00	\$ 10,000.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 1,000.00	\$ 1,000.00
8	Concrete Encasement	LF			\$ -
Subtotal Part A Sanitary Sewer					\$ 29,880.00
B. DOMESTIC WATER					
1	4 " PVC Water Main	LF			\$ -
2	8" PVC Water Main	LF	845	\$ 30.00	\$ 25,350.00
3	" PVC Water Main	LF			\$ -
4	4 " Gatevalve	EA			\$ -
5	8" Gatevalve	EA	10	\$ 1,200.00	\$ 12,000.00
6	" Gatevalve	EA			\$ -
7	Water Services (copper)	EA	10	\$ 500.00	\$ 5,000.00
8	Connect to Existing Water Line	EA	1	\$ 1,500.00	\$ 1,500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,500.00	\$ 5,000.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	3	\$ 1,500.00	\$ 4,500.00
12	UTE Water Tap Fee	EA			\$ -
Subtotal Part B - Domestic Water					\$ 53,350.00
C1 STREETS					
1	4" PVC Utility/Irrigation sleeves	LF			\$ -
2	Dry Utility Trenching	LF			\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
3	Xcel (Gas & Electric) Services	EA	10		\$ -
4	Qwest and Bresnan Services	EA	10		\$ -
5	Aggregate Base Course (Class 6) (6" Compacted Thickness)	CY	0	\$ 20.00	\$ -
6	Aggregate Base Course (Class 6) (12" Compacted Thickness)	CY	1,738	\$ 20.00	\$ 34,760.00
7	Hot Bituminous Paving, Grading (3" thick)	TON	433	\$ 90.00	\$ 38,970.00
8	Hot Bituminous Paving, Grading (5" thick)	TON	174	\$ 90.00	\$ 15,660.00
9	Hot Bituminous Paving, Patching (___ Thick)	TON			\$ -
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 (6.5' Wide)	LF	169	\$ 20.00	\$ 3,380.00
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	1,370	\$ 20.00	\$ 27,400.00
16	Concrete Sidewalk (___ ' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (6" Thick)	SY			
18	Concrete Drainage Pan (6' Wide, 6" Thick)	LF	54	\$ 15.00	\$ 810.00
19	Concrete Corner Fillet	EA			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner - curb ramp included	EA	22	\$ 500.00	\$ 11,000.00
22	Concrete Driveway (6" Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Street Signs	EA	7	\$ 250.00	\$ 1,750.00
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA	3		\$ -
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, ___ " , ___ PVC	LF			\$ -
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				\$ 133,730.00

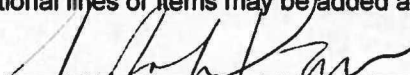
Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D1	EARTHWORK				
1	Mobilization	LS			\$ -
2	Clearing and Grubbing	AC			\$ -
3	Unclassified Excavation	CY			\$ -
4	Unclassified Embankment	CY			\$ -
5	Import Material	CY			\$ -
D2	REMOVALS AND RESETTING				
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -
11	House & Garage Demo	LS			\$ -
D3	EROSION CONTROL, SEEDING, AND SOIL RETENTION				
1	Sod	SY			\$ -
2	Seeding (Native)	AC	0.39	\$ 2,500.00	\$ 975.00
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -
6	Silt Fence	LF	200	\$ 2.00	\$ 400.00
7	Straw Waddles	LF			\$ -
8	Temporary Berms	LF	600	\$ 2.00	\$ 1,200.00
9	Inlet Protection	EA	7	\$ 500.00	\$ 3,500.00
10	Sediment Trap/Basin	EA			\$ -
11	Monthly Maintenance/Inspection	EA	12	\$ 60.00	\$ 720.00
12	Watering (Dust Control)	LS			\$ -
13	Temporary Irrigation	SF	16,978	\$ 0.10	\$ 1,697.80
14	Vehicle tracking control	EA	1	\$ 2,000.00	\$ 2,000.00
					\$ 10,492.80
D4	STORM DRAINAGE FACILITIES				
1	Finish Grading (incl. Swales, and Ponds)	LS			\$ -
2	18" ADS Storm Drain Pipe	LF	958	\$ 40.00	\$ 38,320.00
3	15" Storm Drain Pipe	LF			\$ -
4	18" RCP Storm Drain Pipe	LF			\$ -
5	12" RCP Storm Drain Pipe	LF	68	\$ 50.00	\$ 3,400.00
6	" Storm Drain Pipe	LF			\$ -
7	12" ADS Flared End Section	EA			\$ -
8	18" ADS Flared End Section	EA	1	\$ 500.00	\$ 500.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
9	48" Storm Drain Manhole	EA	1	\$ 3,000.00	\$ 3,000.00
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	1	\$ 1,500.00	\$ 1,500.00
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA	3	\$ 1,000.00	\$ 3,000.00
17	Detention Area Outlet structure	EA			\$ -
18	Rip-Rap D ₅₀ = 12"	CY	2	\$ 200.00	\$ 400.00
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
21	Concrete V-pan (2' wide x 6" thick)	LF	1,015	\$ 6.00	\$ 6,090.00
Subtotal Part D - Grading and Drainage					\$ 66,702.80
E1	IRRIGATION				
1	Connect to Existing Pipe	LS			\$ -
2	4" PVC Irrigation Pipe	LF	2,327	\$ 4.00	\$ 9,308.00
3	6" PVC Irrigation Pipe	LF	490	\$ 6.00	\$ 2,940.00
4	Fittings and Valves	LS	10	\$ 10.00	\$ 100.00
5	Services	EA	12	\$ 10.00	\$ 120.00
6	Pump System and Concrete Vault (Temporary)	LS	1	\$ 6,500.00	\$ 6,500.00
7	Irrigation Structure	EA	1	\$ 2,800.00	\$ 2,800.00
8	Vacuum Relief and/or Air Release Valve	EA	2	\$ 300.00	\$ 600.00
E2	LANDSCAPING				
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	LF			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil	CY			\$ -
Subtotal Part E - Landscaping and Irrigation					\$ 22,368.00
Subtotal Construction Costs					\$ 306,030.80
F.	MISCELLANEOUS ITEMS				
1	Construction staking/surveying	%	2.00%	\$ 306,030.80	\$ 6,120.62

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
2	Developer's inspection cost	%		\$ 306,030.80	\$ -
3	General construction supervision	%		\$ 306,030.80	\$ -
4	Quality control testing	%	2.00%	\$ 306,030.80	\$ 6,120.62
5	Construction traffic control	%	0.00%	\$ 306,030.80	\$ -
6	City inspection fees	%	0.50%	\$ 306,030.80	\$ 1,530.15
7	As-builts	%	2.00%	\$ 306,030.80	\$ 6,120.62
Subtotal Part F - Miscellaneous Items					\$ 19,892.00
% = Percentage of total site construction costs					
G.	COST SUMMARY				
1	Total Improvement Costs				\$ 325,922.80
2	City Security (20%)				\$ 65,184.56
3	Total Guarantee Amount				\$ 391,107.36

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

11-05-12
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

12/4/12
Date


Community Development

12/4/12
Date

DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: Blue Star Industries, LLC

BANK: Timberline Bank

PROPERTY: Heritage Estates

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 391,107.36.

This Agreement is entered into by and between Blue Star Industries, LLC ("Developer"), Timberline Bank ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to Heritage Estates ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to loan funds to the Developer for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ 391,107.36, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall dedicate or set aside the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Improvements Agreement, the terms of which are incorporated by this reference. All disbursements must comply with the following

procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify

the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by the signature of ~~L. John Davis, Owner / Mgr~~ (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorney's fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated this 3rd day of December, 2012

(BANK) Timberline Bank

By: [Signature]
Title Loan officer

633 24 Rd. Grand Jct., CO 81505
Address

(DEVELOPER) Blue Star Industries, LLC

By: [Signature]
Title Owner/ Manager

2350 G Rd. Grand Jct., CO 81505
Address

CITY OF GRAND JUNCTION

By: [Signature]
Director of Public Works & Planning

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Blue Star Industries, LLC Developer, Timberline Bank as Bank, and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

L. John Davis 
(name) (signature)

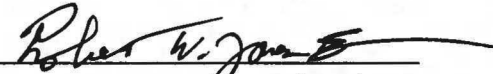
(name) (signature)

(name) (signature)

DEVELOPER'S GENERAL CONTRACTOR:

Blue Star Construction, LLC 
(name) (signature)

DEVELOPER'S PROJECT ENGINEER:

Robert Jones II 
(name) Vortex Engineering (signature)

DEVELOPER'S ARCHITECT:

(name) (signature)

CITY ENGINEER:

ERIC HAHN 
(name) (signature)

revised: May 15, 2007

RECORDING MEMORANDUM

Exhibit D

City of Grand Junction
Public Works and Planning Department
File Number: **SUB-2012-399**

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 **Blue Star Industries, LLC** (Developer) and the City of Grand Junction (City) pertaining to **Heritage Estates, Filing 1** (Project), located at **24 3/4 Rd. and F 3/4 Rd.**

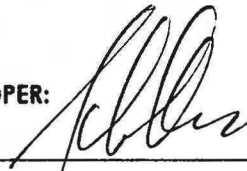
The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by 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 **SUB-2012-399**

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

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

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

DEVELOPER:

By:  _____

Date: **10-25-2012**

Type Name: **L. John Davis**

CITY OF GRAND JUNCTION:

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

 _____
Public Works and Planning Department

Date: **12/4/12**

Recording Fee

Date	December 5, 2012
Plan File No.	SUB-2012-399
Project Name	Heritage Estates, Filing 1
Project Location	24 2/4 Road and F 3/4 Road
Purpose of DIA	Public and private improvements
Payee Name	Heritage Estates
Payee Mailing Address	2305 G Road
Payee City, State Zip Code	Grand Junction, CO 81505
Payee Telephone No.	(970) 255-8853
DIA Completion Date	9/1/2013
Project Planner	Lori Bowers
Project Engineer	Eric Hahn

ACCOUNTING INFORMATION

	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	12/05/12	Check & Cash
RECORDING FEE FOR RECORDING RECORDING MEMORANDUM	\$ 11.00	12/05/12	
RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM	\$ -		
BALANCE	\$ 11.00		

Recording Fee Account No.	Mesa County Clerk Escrow Account
----------------------------------	---

WARRANTY DEED

THIS DEED is dated October 31st, 2012 and is made between The Arbors at Grand Junction LLC, the "Grantor," a corporation duly organized and existing under and by virtue of the laws of the State of Colorado and the City of Grand Junction, the "Grantee," a Colorado Municipal Corporation, whose address is 250 North 5th Street, Grand Junction, Colorado; 81501

WITNESS, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and its successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Mesa and the State of Colorado, described as follows:

Tract 1-B, Arbors Filing 2A

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, the reversions, rents, remainders, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; and **TOGETHER with an assignment of all rights of the Declarant under and pursuant to the Declaration of Covenants, Conditions and Restrictions for Arbors Subdivision, Filing One, as amended.**

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its successors and assigns forever.

The Grantor for itself and its successors and assigns does covenant, grant, bargain and agree to and with the Grantee and its successors and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee and its successors and assigns against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by a duly authorized signator thereof.

GRANTOR:

The Arbors at Grand Junction, LLC

By: L. John Davis

Name: L. John Davis

Its: manager

COUNTY OF MESA)
) ss
STATE OF COLORADO)

The foregoing instrument was subscribed and sworn to before me this 31st day of October, 2012 by L. John Davis
Kim C. Kerk

My commission expires: 04/14/2014

Kim C. Kerk

Notary Public

GRANTEE:

City of Grand Junction



My Commission Expires 04/14/2014

[Signature]
Rich Englehart, City Manager

COUNTY OF MESA)
) ss
STATE OF COLORADO)

The foregoing instrument was subscribed and sworn to before me this 8 day of ~~October~~ November, 2012 by Richard Englehart.

My commission expires: 12/29/13

Cassandra L. Kingman
Notary Public



Quit Claim Deed to be recorded by the Grantee.

QUIT CLAIM DEED

THIS DEED is dated December 12, 2012 and is made between The City of Grand Junction, a Colorado Municipal Corporation, whose address is 250 North 5th Street, Grand Junction, Colorado the "Grantor," and the City of Grand Junction, The Arbors at Grand Junction LLC a corporation duly organized and existing under and by virtue of the laws of the State of Colorado. the "Grantee,";

WITNESS, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and its successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Mesa and the State of Colorado, described as follows:

Tract 1-B, Arbors Filing 2A

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, the reversions, rents, remainders, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; and TOGETHER with all rights of the Declarant under and pursuant to the Declaration of Covenants, Conditions and Restrictions for Arbors Subdivision, Filing One, as amended, that were assigned to the Grantor under the Warranty Deed recorded at Book 5397 and Page 391 on 12/5/12 in the records of the Mesa County Clerk and Recorder.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by a duly authorized signator thereof.

GRANTOR.

The City of Grand Junction

By:

[Signature]
Rich Englehart, City Manager

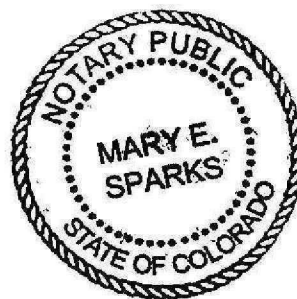
COUNTY OF MESA)
) ss
STATE OF COLORADO)

The foregoing instrument was subscribed and sworn to before me this 12 day of ~~October~~ ^{December} ^{MES}, 2012 by Rich Englehart, as City Manager for the City of Grand Junction.

My commission expires: 04/07/2014

Mary E. Sparks

Notary Public



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	December 12, 2012
Project File No.	SUB-2012-399
Project Name	Heritage Estates, Filing 1
Project Location	24 3/4 Road and F 3/4 Road
Purpose of DIA	Public and Private (Maintenance Guarantee Security)
Payee Name	Heritage Estates
Payee Mailing Address	2350 G Road
Payee City, State Zip Code	Grand Junction, CO 81505
Payee Telephone No.	(970) 255-8853
DIA Completion Date:	September 1, 2013
Project Planner	Lori Bowers
Project Engineer	Eric Hahn

ACCOUNTING INFORMATION							
CASH				LETTER OF CREDIT			
	AMOUNT	DATE	REFERENCE		AMOUNT	DATE	REFERENCE
DEPOSIT	\$65,184.56	12/12/12	Check #1175	LOC Amount			
Refund							
BALANCE	\$65,184.56			BALANCE			

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

REVENUE RECAP SHEET

DEPARTMENT: planning TODAY'S DATE: 12-12-12
 TICKET # _____ thru _____ PERIOD COVERED: ___/___/___ thru ___/___/___

YR	INDEX	FUND	ORGN	ACCT	PRG	ACTVTY	AMOUNT
DESCR: <u>Heritage Estates/Maintenance Guarantee Security/DIA-2012-560</u>							
		<u>207</u>		<u>2090</u>			<u>65,184.56</u>
DESCR:							
DESCR:							
DESCR:							
DESCR:							
Bank Card Total							
Checks Total							<u>65,184.56</u>
Cash Total							
PREPARED BY: <u>Jesui</u> pg <u>1</u> of <u>1</u>							GRAND TOTAL.. <u>65,184.56</u>

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Heritage Estates
 2350 G Road
 Grand Junction, CO 81505

Timberline Bank
 633 24 Road
 Grand Junction, CO 81505

1175

DATE 12/12/2012

82-706 / 1021

PAY TO THE ORDER OF City of Grand Junction

\$ **65,184.56

Sixty Five Thousand One Hundred Eighty-Four and 56/100 ***** DOLLARS

City of Grand Junction



[Handwritten Signature]

MEMO _____

Prolog.com • 11959 Bernardo Plaza Dr 351 • San Diego, CA • Tel 677-673-115

Heritage Estates

City of Grand Junction

12/12/2012

Release Arbors2B for Heritage Collateral

1175

65,184.56


DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Heritage Estates - Filing 1 (SSU-2012-399)
DEVELOPER: Blue Star Industries, LLC
ESCROW AGENCY: Timberline Bank

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

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$29,880.00	\$53,350.00	\$133,730.00	\$66,702.80	\$22,368.00	\$19,892.00	\$65,184.56	\$391,107.36
Disbursements									
20-Sep-13	ewh	\$29,880.00	\$53,350.00	\$133,730.00	\$66,702.80	\$22,368.00	\$19,892.00		\$325,922.80
									\$0.00
									\$0.00
									\$0.00
									\$0.00
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									\$0.00
									\$0.00
									\$0.00
Total Disbursed		\$29,880.00	\$53,350.00	\$133,730.00	\$66,702.80	\$22,368.00	\$19,892.00	\$0.00	\$325,922.80
Remaining Balance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,184.56	\$65,184.56

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$325,922.80, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Eric Hahn

Date: 9/23/13
 Title: City Development Engineer

**REQUEST FOR DISBURSEMENT AND
APPLICATION FOR PAYMENT NUMBER:**

Request to Disbursing Entity:

Payment to Owner:

for work at **Heritage Estates, Filing 1**

accomplished through **Sep 19, 2013** by
(subcontractor) as follows or on the Itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under
the work agreement between the undersigned and the owner, which work is referred to
above or Itemized in Exhibit 1, have been applied to discharge in full all obligations of the
undersigned subcontractor incurred in connection with the Work covered by the Application
For Payment Number **1** inclusive; AND title to all materials and equipment
incorporated in said Work or otherwise listed in or covered by this Application For Payment
will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims,
security interests and encumbrances.

Dated: Sep 19, 2013

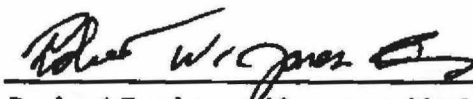
Attached

Subcontractor: Ben Dowd Excavating

Per paragraph 2(a) of the disbursement agreement for
(Project), the signatures below certify that all costs for which the advance is being requested
have been incurred in connection with the construction of the Improvements of the Property,
that all work performed and materials supplied are in accordance with the plans and
specifications submitted to and approved by the City; that the work has been performed in a
workmanlike manner; that no funds are being requested for work not completed, nor for
material not installed; the Project Engineer has inspected the Improvements for which
payment is requested; and that such Improvements have been completed in accordance
with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any
accompanying documentation) meets the requirements of the Contract Documents and
payment of the above Current Payment Due is recommended.

Dated: Sep 19, 2013



Project Engineer/Manager Vortex Engineering

Title: DESIGN ENGINEER, PRESIDENT V.E.I.

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated: *SEPT. 23, 2013*



City Development Engineer

Title:

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated: **Sep 19, 2013**



Company/Signature Name: Kim Kerk

for Newlage Estates

Title: Development Manager

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated: **Sep 19, 2013**



Developer: Kim Kerk

Title: Development Manager

REQUEST FOR DISBURSEMENT AND
APPLICATION FOR PAYMENT NUMBER:

Request to Disbursing Entity:

Payment to Owner:

for work at **Heritage Estates, Filing 1**
accomplished through **Sep 19, 2013** by
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Ben Dowd Excavating** (subcontractor)
certifies that all progress payments received from OWNERS on account of Work done under
the work agreement between the undersigned and the owner, which work is referred to
above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the
undersigned subcontractor incurred in connection with the Work covered by the Application
For Payment Number **1** inclusive; AND title to all materials and equipment
incorporated in said Work or otherwise listed in or covered by this Application For Payment
will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims,
security interests and encumbrances.

Dated: Sep 19, 2013

Attached

Subcontractor: Ben Dowd Excavating

Per paragraph 2(a) of the disbursement agreement for
(Project), the signatures below certify that all costs for which the advance is being requested
have been incurred in connection with the construction of the improvements of the Property,
that all work performed and materials supplied are in accordance with the plans and
specifications submitted to and approved by the City; that the work has been performed in a
workmanlike manner; that no funds are being requested for work not completed, nor for
material not installed; the Project Engineer has inspected the improvements for which
payment is requested; and that such improvements have been completed in accordance
with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any
accompanying documentation) meets the requirements of the Contract Documents and
payment of the above Current Payment Due is recommended.

Dated: Sep 19, 2013



Project Engineer/Manager Vortex Engineering

Title: DESIGN ENGINEER, PRESIDENT V.E.I.

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

City Development Engineer

Title:

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated: Sep 19, 2013

Company/Signature Name: Kim Kerk

Title: Development Manager

*Kim Kerk, Blue Star Construction
for Stentage Estates*

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated: Sep 19, 2013

Developer: Kim Kerk

Title: Development Manager

Kim Kerk

CONSTRUCTION BUDGET
Heritage Estates, LLC
Blue Star Construction, Inc

Heriatge Estates F-1

ADDRESS: 24 3/4 Rd & F 3/4 Rd

CONTRACTOR: Ben Dowd Excavating, Inc

ITEM #	BUDGET ITEMS	Exhibit B BUDGET	DRAW 1	DRAW 2	TOTAL ADVANCED TO DATE	REMAINING BALANCE
A	SANITARY SEWER	\$29,880.00	\$29,880.00			
B	DOMESTIC WATER	\$53,350.00	\$53,350.00			
C	STREETS	\$133,730.00	\$133,730.00			
D	EARTHWORK	\$66,702.80	\$66,702.80			
D 1	REMOVALS					
D 2	EROSION CONTROL					
E	IRRIGATION/ LANDSCAPING	\$22,368.00	\$22,368.00			
F	MISCELLANEOUS	\$19,892.00	\$19,892.00	\$ 1,650.00		
	Subtotal	\$325,922.80				
	CITY SECURITY	\$65,184.56				
	DRAW TOTAL REQUEST		\$325,922.80	\$ 1,650.00		
	BUDGET TOTALS	\$325,922.80	\$0.00	(1,650.00)	\$327,572.80	
	Balance		\$0.00		\$0.00	\$0.00

EXHIBIT B

IMPROVEMENTS COST ESTIMATE

DATE:

June 11, 2012

Revised: September 11, 2012

October 4, 2012

DEVELOPMENT NAME:

HERITAGE ESTATES FILING 1

LOCATION:

24 3/4 Road, Grand Junction, CO

PERSON PREPARING:

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
A. SANITARY SEWER					
1	8" PVC Sanitary Sewer Main	LF	644	\$ 20.00	\$ 12,880.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	EA	15	\$ 400.00	\$ 6,000.00
5	Sanitary Sewer Manhole	EA	4	\$ 2,500.00	\$ 10,000.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 1,000.00	\$ 1,000.00
8	Concrete Encasement	LF			\$ -
Subtotal Part A Sanitary Sewer					\$ 29,880.00
B. DOMESTIC WATER					
1	4" PVC Water Main	LF			\$ -
2	8" PVC Water Main	LF	845	\$ 30.00	\$ 25,350.00
3	" PVC Water Main	LF			\$ -
4	4" Gatevalve	EA			\$ -
5	8" Gatevalve	EA	10	\$ 1,200.00	\$ 12,000.00
6	" Gatevalve	EA			\$ -
7	Water Services (copper)	EA	10	\$ 500.00	\$ 5,000.00
8	Connect to Existing Water Line	EA	1	\$ 1,500.00	\$ 1,500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,500.00	\$ 5,000.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	3	\$ 1,500.00	\$ 4,500.00
12	UTE Water Tap Fee	EA			\$ -
Subtotal Part B - Domestic Water					\$ 53,350.00
C1 STREETS					
1	4" PVC Utility/Irrigation sleeves	LF			\$ -
2	Dry Utility Trenching	LF			\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
3	Xcel (Gas & Electric) Services	EA	10		\$ -
4	Qwest and Bresnan Services	EA	10		\$ -
5	Aggregate Base Course (Class 6) (6" Compacted Thickness)	CY	0	\$ 20.00	\$ -
6	Aggregate Base Course (Class 6) (12" Compacted Thickness)	CY	1,738	\$ 20.00	\$ 34,760.00
7	Hot Bituminous Paving, Grading (3" thick)	TON	433	\$ 90.00	\$ 38,970.00
8	Hot Bituminous Paving, Grading (5" thick)	TON	174	\$ 90.00	\$ 15,660.00
9	Hot Bituminous Paving, Patching (___ Thick)	TON			\$ -
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 (6.5' Wide)	LF	169	\$ 20.00	\$ 3,380.00
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	1,370	\$ 20.00	\$ 27,400.00
16	Concrete Sidewalk (___ ' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (6" Thick)	SY			
18	Concrete Drainage Pan (6' Wide, 6" Thick)	LF	54	\$ 15.00	\$ 810.00
19	Concrete Corner Fillet	EA			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner - curb ramp included	EA	22	\$ 500.00	\$ 11,000.00
22	Concrete Driveway (6" Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Street Signs	EA	7	\$ 250.00	\$ 1,750.00
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA	3		\$ -
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, ___", ___ PVC	LF			\$ -
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				\$ 133,730.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
D1	EARTHWORK				
1	Mobilization	LS			\$ -
2	Clearing and Grubbing	AC			\$ -
3	Unclassified Excavation	CY			\$ -
4	Unclassified Embankment	CY			\$ -
5	Import Material	CY			\$ -
D2	REMOVALS AND RESETTING				
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -
11	House & Garage Demo	LS			\$ -
D3	EROSION CONTROL, SEEDING, AND SOIL RETENTION				
1	Sod	SY			\$ -
2	Seeding (Native)	AC	0.39	\$ 2,500.00	\$ 975.00
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -
6	Silt Fence	LF	200	\$ 2.00	\$ 400.00
7	Straw Waddles	LF			\$ -
8	Temporary Berms	LF	600	\$ 2.00	\$ 1,200.00
9	Inlet Protection	EA	7	\$ 500.00	\$ 3,500.00
10	Sediment Trap/Basin	EA			\$ -
11	Monthly Maintenance/Inspection	EA	12	\$ 60.00	\$ 720.00
12	Watering (Dust Control)	LS			\$ -
13	Temporary Irrigation	SF	16,978	\$ 0.10	\$ 1,697.80
14	Vehicle tracking control	EA	1	\$ 2,000.00	\$ 2,000.00
					\$ 10,492.80
D4	STORM DRAINAGE FACILITIES				
1	Finish Grading (incl. Swales, and Ponds)	LS			\$ -
2	18" ADS Storm Drain Pipe	LF	958	\$ 40.00	\$ 38,320.00
3	15" _____ Storm Drain Pipe	LF			\$ -
4	18" RCP Storm Drain Pipe	LF			\$ -
5	12" RCP Storm Drain Pipe	LF	68	\$ 50.00	\$ 3,400.00
6	" _____ Storm Drain Pipe	LF			\$ -
7	12" ADS Flared End Section	EA			\$ -
8	18" ADS Flared End Section	EA	1	\$ 500.00	\$ 500.00

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
9	48" Storm Drain Manhole	EA	1	\$ 3,000.00	\$ 3,000.00
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	1	\$ 1,500.00	\$ 1,500.00
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA	3	\$ 1,000.00	\$ 3,000.00
17	Detention Area Outlet structure	EA			\$ -
18	Rip-Rap D ₅₀ = 12"	CY	2	\$ 200.00	\$ 400.00
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
21	Concrete V-pan (2' wide x 6" thick)	LF	1,015	\$ 6.00	\$ 6,090.00
Subtotal Part D - Grading and Drainage					\$ 66,702.80
E1	IRRIGATION				
1	Connect to Existing Pipe	LS			\$ -
2	4" PVC Irrigation Pipe	LF	2,327	\$ 4.00	\$ 9,308.00
3	6" PVC Irrigation Pipe	LF	490	\$ 6.00	\$ 2,940.00
4	Fittings and Valves	LS	10	\$ 10.00	\$ 100.00
5	Services	EA	12	\$ 10.00	\$ 120.00
6	Pump System and Concrete Vault (Temporary)	LS	1	\$ 6,500.00	\$ 6,500.00
7	Irrigation Structure	EA	1	\$ 2,800.00	\$ 2,800.00
8	Vacuum Relief and/or Air Release Valve	EA	2	\$ 300.00	\$ 600.00
E2	LANDSCAPING				
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	LF			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil	CY			\$ -
Subtotal Part E - Landscaping and Irrigation					\$ 22,368.00
Subtotal Construction Costs					\$ 306,030.80
F.	MISCELLANEOUS ITEMS				
1	Construction staking/surveying	%	2.00%	\$ 306,030.80	\$ 6,120.62

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
2	Developer's inspection cost	%		\$ 306,030.80	\$ -
3	General construction supervision	%		\$ 306,030.80	\$ -
4	Quality control testing	%	2.00%	\$ 306,030.80	\$ 6,120.62
5	Construction traffic control	%	0.00%	\$ 306,030.80	\$ -
6	City inspection fees	%	0.50%	\$ 306,030.80	\$ 1,530.15
7	As-builts	%	2.00%	\$ 306,030.80	\$ 6,120.62
Subtotal Part F - Miscellaneous Items					\$ 19,892.00

% = Percentage of total site construction costs

G.

COST SUMMARY

1 Total Improvement Costs

\$ 325,922.80

2 City Security (20%)

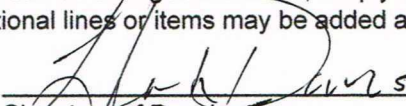
\$ 65,184.56

3 Total Guarantee Amount

\$ 391,107.36

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

10-30-12
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

Community Development

Date



LAND TITLE GUARANTEE COMPANY

LIEN WAIVER

ESCROW ACCOUNT # 3589CL

Check Number
213333

23-700
1020

PAY *** One Thousand Six Hundred Fifty and 00/100 ***
VOID AFTER 90 DAYS

Date	Amount
10/08/2012	\$1,650.00

VOID AFTER 90 DAYS

TO THE ORDER OF
DH SURVEYS INC
118 OURAY
GRAND JUNCTION, CO 81501

Authorized Signature

STEELE STREET STATE BANK
DENVER, CO 80206
303-376-3800

\$1,650.00 Receipt & Lien Waiver for the account of
HERITAGE ESTATES, LLC
(Owner). The amount stated is payment for labor, material and/or equipment furnished by payee toward construction of improvements on:
24 3/4 ROAD AND F 3/4 ROAD

(Property) and the undersigned hereby waives all lien rights whatsoever in respect to such labor, materials and/or equipment performed or furnished by payee. Pursuant to Section 38-22-119 C.R.S., that all debts owed to any third party by the undersigned person waiving the lien rights and relating to the goods or services covered by this waiver or lien rights have been paid or will be timely paid. (Invoices or work description is detailed on the check stub below.)

Check is not negotiable unless this lien waiver is signed and dated by payee(s)

Payee **DH SURVEYS INC**

By: _____

Date: _____

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK



PLEASE ENDORSE YOUR CHECK AND SIGN THE LIEN WAIVER EXACTLY AS DESCRIBED HEREIN, OR IT WILL BE RETURNED.

- THE PERSON RESPONSIBLE FOR EXECUTING THE LIEN WAIVER MUST SIGN THEIR PERSONAL NAME AND DATE HERE.
- ENDORSE THE BACK OF YOUR CHECK WITH YOUR COMPANY'S NAME.

Payee: [YOU MUST ENDORSE THE BACK OF YOUR CHECK EXACTLY AS THE NAME APPEARS HERE]

LIEN WAIVER

\$ _____ Receipt & Lien Waiver for the account of

(Owner). The amount stated is payment for labor, material and/or equipment furnished by payee toward construction of improvements on

(Property) and the undersigned hereby waives all lien rights whatsoever in respect to such labor, materials and/or equipment performed or furnished by payee. Pursuant to Section 38-22-119 C.R.S., that all debts owed to any third party by the undersigned person waiving the lien rights and relating to the goods or services covered by this waiver or lien rights have been paid or will be timely paid. (Invoices or work description is detailed on the check stub below)

Check is not negotiable unless waiver is signed and dated by payee(s)

Payee [YOUR COMPANY NAME WILL APPEAR HERE]

By i.e.: **John Doe**

Date (today's date)

LAND TITLE WILL NOT PAY FOR ANY BANK RETURNED CHECK CHARGES YOU MAY INCUR IF YOUR CHECK IS NOT ENDORSED CORRECTLY. PLEASE CALL (303) 850-4163 IF YOU HAVE ANY QUESTIONS. THANK YOU.

D H Surveys, Inc.

118 Ouray
Grand Junction, CO 81501

Invoice

Date	Invoice #
9/5/2012	8260

Bill To	For
Sonshine Construction 2350 G Rd. Grand Jct, CO 81505 Attn: Kim Kerk	Project: Heritage Estates Job #198-05-55

Item	Description	Amount
Aug. 2012	Calc and stake center line of roads for rough cuts, stake entire site for over lotting	1,650.00

KK

For Professional Services Rendered	Total	\$1,650.00
------------------------------------	--------------	------------

Make all checks payable to D H Surveys, Inc.
Questions? Contact: Michael Drissel

Phone #
970-245-8749



LAND TITLE GUARANTEE COMPANY

LIEN WAIVER

ESCROW ACCOUNT # 3589CL

Check Number
213335

23-700
1020

PAY *** One Hundred Forty Three Thousand Twenty Eight and 00/100 ***
VOID AFTER 90 DAYS

Date	Amount
10/08/2012	\$143,028.00

VOID AFTER 90 DAYS

TO THE ORDER OF BEN DOWD EXCAVATING INC
550 32 ROAD
CLIFTON, CO 81520

Authorized Signature

STEELE STREET STATE BANK
DENVER, CO 80206
303-376-3800

\$143,028.00 Receipt & Lien Waiver for the account of
HERITAGE ESTATES, LLC
(Owner). The amount stated is payment for labor, material and/or
equipment furnished by payee toward construction of
improvements on:
24 3/4 ROAD AND F 3/4 ROAD

(Property) and the undersigned hereby waives all lien rights
whatsoever in respect to such labor, materials and/or equipment
performed or furnished by payee. Pursuant to Section 38-22-119
C.R.S., that all debts owed to any third party by the undersigned
person waiving the lien rights and relating to the goods or services
covered by this waiver or lien rights have been paid or will be
timely paid. (Invoices or work description is detailed on the check
stub below.)

Check is not negotiable unless this lien waiver is signed and
dated by payee(s)

Payee **BEN DOWD EXCAVATING INC**

By: _____

Date: _____

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.

ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



PLEASE ENDORSE YOUR CHECK AND SIGN
THE LIEN WAIVER EXACTLY AS DESCRIBED
HEREIN, OR IT WILL BE RETURNED.

- THE PERSON RESPONSIBLE FOR EXECUTING THE LIEN WAIVER MUST SIGN THEIR PERSONAL NAME AND DATE HERE.
- ENDORSE THE BACK OF YOUR CHECK WITH YOUR COMPANY'S NAME.

Payee: **[YOU MUST ENDORSE THE BACK OF YOUR CHECK EXACTLY AS THE NAME APPEARS HERE]**

LIEN WAIVER

\$ _____ Receipt & Lien Waiver for the account of

(Owner). The amount stated is payment for labor, material and/or
equipment furnished by payee toward construction of
improvements on

(Property) and the undersigned hereby waives all lien rights
whatsoever in respect of such labor, materials and/or equipment
performed or furnished by payee. Pursuant to Section 38-22-119
C.R.S., that all debts owed to any third party by the undersigned
person waiving the lien rights and relating to the goods or services
covered by this waiver or lien rights have been paid or will be
timely paid. (Invoices or work description is detailed on the check
stub below.)

Check is not negotiable unless waiver is signed and
dated by payee(s)

Payee **[YOUR COMPANY NAME WILL APPEAR HERE]**

By i.e.: John Doe

Date (today's date)

LAND TITLE WILL NOT PAY FOR ANY BANK RETURNED CHECK CHARGES YOU MAY INCUR IF YOUR CHECK IS NOT ENDORSED CORRECTLY. PLEASE CALL (303) 850-4163 IF YOU HAVE ANY QUESTIONS. THANK YOU.

Ben Dowd

EXCAVATING, INC.

550 32 ROAD CLIFTON, CO 81520
 (970)434-8190 FAX (970)434-2159

August 29, 2012

BLUE STAR INDUSTRIES
 2350 G ROAD
 GRAND JUNCTION, CO 81505

INVOICE DATE: 6004
 DUE DATE: 9/28/12

RE: Heritage Estates, Phase 1-Pay Request #2

<u>REMOVALS & RESETTING</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Clearing & grubbing	ACRE	4	\$1,257.00	\$5,028.00
Rough cut, cut & fill entire site	80% of total CY	32000	\$3.45	\$110,400.00
TOTAL REMOVALS & RESETTING				\$115,428.00

Total Heritage Estates I-Pay Request #2: \$115,428.00

ck# 21335

New Draw
 reg. #3

(2) KK
 Copies all

ll

Ben Dowd

EXCAVATING, INC.

550 32 ROAD CLIFTON, CO 81520
(970)434-8190 FAX (970)434-2159

September 17, 2012

BLUE STAR INDUSTRIES
2350 G ROAD
GRAND JUNCTION, CO 81505

INVOICE DATE: 6013
DUE DATE: 10/17/12

RE: Heritage Estates, Phase 1-Pay Request #3

<u>REMOVALS & RESETTING</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Rough cut, cut & fill entire site	CY	8000	\$3.45	\$27,600.00
TOTAL REMOVALS & RESETTING				\$27,600.00

Total Heritage Estates I-Pay Request #3: \$27,600.00

Billing for final overlot grading.

pd.

Draw #12
CK# 213335

Heritage Estates

2350 G Road
Grand Junction, CO 81505

Timberline Bank
633 24 Road
Grand Junction, CO 81505

1168

DATE 12/12/2012

82-706 / 1021

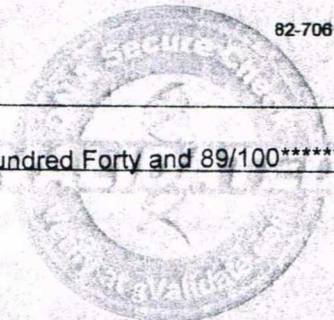
PAY TO THE
ORDER OF

Ben Dowd Excavating, Inc.

\$ **279,440.89

Two Hundred Seventy-Nine Thousand Four Hundred Forty and 89/100 ***** DOLLARS

Ben Dowd Excavating, Inc.
550 32 Road
Clifton, CO 81520



MEMO

Draw #4 - Heritage Phs 1



Heritage Estates

1168

Ben Dowd Excavating, Inc.

Date Type Reference
12/12/2012 Bill Draw #4

Original Amt.
279,440.89

Balance Due
279,440.89

12/12/2012
Discount

Check Amount

Payment
279,440.89
279,440.89

HE-Checking-Timberli Draw #4 - Heritage Phs 1

279,440.89

Ben Dowd

EXCAVATING, INC.

550 32 ROAD CLIFTON, CO 81520
(970)434-8190 FAX (970)434-2159

November 21, 2012

BLUE STAR INDUSTRIES
2350 G ROAD
GRAND JUNCTION, CO 81505

INVOICE #: 6059
DUE DATE: 12/21/12

RE: Heritage Estates I, Pay Request #4

<u>MOBILIZATION</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization	LS	0.8	\$4,565.00	\$3,652.00
			TOTAL MOBILIZATION	\$3,652.00

<u>REMOVALS & RESETTING</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Clearing & grubbing (after fence line removed)	LS	1	\$400.00	\$400.00
			TOTAL REMOVALS & RESETTING	\$400.00

<u>STREETS</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Aggregate base course (class 6, 12" compacted thickness)	TONS	2940.31	\$18.30	\$53,807.67
Hot bituminous paving, grading (3" thick)	TONS	674.5	\$99.60	\$67,180.20
Adjust water valves	EA	8	\$55.00	\$440.00
Raise manhole to finish grade	EA	4	\$495.00	\$1,980.00
Fabric under street (Mirafi 180N)	SY	686	\$4.58	\$3,141.88
			TOTAL STREETS	\$126,549.75

<u>DOMESTIC WATER</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>PRICE</u>
Furnish & install 8" PVC water main	LF	1056	\$28.60	\$30,201.60
Furnish & install 8" gate valves	EA	10	\$1,276.00	\$12,760.00
Furnish & install water services	EA	20	\$948.00	\$18,960.00
Connect to existing water line	EA	1	\$245.00	\$245.00
Furnish & install complete fire hydrant with valve	EA	2	\$3,948.00	\$7,896.00
			TOTAL DOMESTIC WATER	\$70,062.60

<u>SANITARY SEWER</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Furnish & install 8" PVC sewer main	LF	651	\$23.00	\$14,973.00
Furnish & install sewer services	EA	16	\$565.00	\$9,040.00
Furnish & install sanitary sewer manholes	EA	4	\$1,630.00	\$6,520.00
Connect to existing manhole	EA	1	\$2,510.00	\$2,510.00
	TOTAL SANITARY SEWER			\$33,043.00

<u>STORM DRAINAGE</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Furnish & install 18" ADS piping	LF	970	\$31.60	\$30,652.00
Furnish & install 12" RCP piping (changed to 18" RCP)	LF	23	\$37.70	\$867.10
Furnish & install 48" storm drain manholes	EA	1	\$1,559.00	\$1,559.00
Connection to existing manhole	EA	1	\$265.00	\$265.00
Single curb opening storm drain inlet	EA	1	\$1,691.00	\$1,691.00
Area storm drain inlet	EA	3	\$1,608.00	\$4,824.00
	TOTAL STORM DRAINAGE			\$39,858.10

<u>UTILITY CROSSINGS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
8" Utility sleeves	LF	180	\$8.31	\$1,495.80
4" grey conduits	LF	480	\$2.19	\$1,051.20
4" white conduits	LF	724	\$2.31	\$1,672.44
Labor & equipment to excavate & backfill crossings	LS	1	\$1,656.00	\$1,656.00
	TOTAL UTILITY CROSSINGS			\$5,875.44

Total Pay Request #4: \$279,440.89

Ben Dowd **EXCAVATING, INC.**

550 32 ROAD CLIFTON, CO 81520
(970)434-8190 FAX (970)434-2159

February 4, 2013

RE: Heritage Estates, Filing 1

To whom it may concern,

Ben Dowd Excavating, Inc. has been paid in full for work completed and invoiced for Heritage Estates, Filing 1.

Please feel free to call if you need further information.

Respectfully Submitted,



Rebecca Dowd, Office Manager
Ben Dowd Excavating, Inc

Ms. Kim Kerk

October 8, 2013

Email address: kkerk@bluestarindustries.com (This letter sent by email only; hardcopy will NOT follow.)

RE: Project Name: Heritage Estates, Filings 1 & 2
Project Number: SSU-2012-399 and SUB-2012-533

Dear Ms. Kerk:

On September 27, 2013, representatives from the Public Works Division conducted an initial inspection of the public improvements at Heritage Estates, Filings 1 & 2. The following items were found to be deficient and must be addressed before the City can issue Initial Acceptance and begin the one-year warranty for these public improvements:

1. Install end-of-road barriers at dead-ends of F $\frac{3}{4}$ Road and 24 $\frac{3}{4}$ Road.
2. Place and compact base course to establish a road shoulder on the west side of 24 $\frac{3}{4}$ Road. Repair the edge of asphalt as necessary. Also create a drainage swale at base of shoulder to convey nuisance runoff southward.
3. The runoff that discharges from the gutter at the south end of 24 $\frac{3}{4}$ Road must be conveyed into the ditch, per the approved drawings.
4. There is a crack in the sidewalk behind the drainage inlet at the southeast corner of 24 $\frac{3}{4}$ and F $\frac{3}{4}$ Roads. This can remain unrepaired until the end of the one-year warranty, at which time City staff will determine what repairs must be made.
5. There is a crack in the fillet at the northeast corner of 24 $\frac{3}{4}$ and Orion. This can remain unrepaired until the end of the one-year warranty, at which time City staff will determine what repairs must be made.
6. The City Planner may have specific requirements regarding the remaining landscaping that must be completed. Please contact Lori Bowers at 256-4033.
7. The sewer TV inspections are currently being conducted and/or reviewed. The results of these inspections will be provided by email when they are ready.

In addition to the field items listed above, the following paperwork must also be addressed:

1. If any fees have been deferred, they must be paid.
2. Submit final as-built drawings.
3. Submit final bound set of ALL Quality Assurance testing.
4. Submit final bound set of ALL engineer's observation reports.
5. Submit final pond certification letter from a Professional Engineer certifying the water quality ponds have adequate volume AND that all components of the facilities were accurately constructed and will perform as designed.
6. Provide a copy of the acceptance letter from Ute Water.
7. Submit a Maintenance Guarantee secured with adequate financial instrument in the amounts of **\$65,184** for Filing 1 and **\$53,573** for Filing 2.

Once the above issues are resolved and you have verified that the Planning Division has no further concerns, City staff will release any remaining DIA security and begin the one-year warranty. Thank you for your efforts in closing this project.

Sincerely,



Eric Hahn, PE
Development Engineer

Electronic copy:

Lori Bowers, Senior Planner
Mark Barslund, Development Inspector
Leslie Ankrum, Senior Admin. Assistant

DEED OF TRUST

THIS DEED OF TRUST is entered into this 4th day of December, 2013 between Sonshine IV Construction & Development, LLC, a Colorado limited liability company (Grantor), whose address is 2350 G Road, Grand Junction Colorado 81505, and the Public Trustee of the County of Mesa, State of Colorado, for the benefit of the City of Grand Junction (Beneficiary), whose address is 250 North 5th Street, Grand Junction, Colorado 81501.

Witness that the Grantor, to secure the obligations of Developers Blue Star Industries, LLC and Heritage Estates, LLC under those certain Development Improvements Agreements dated 11/5/12 (SUB-2012-531 Filing 2), 12/4/12 (SUB-2012-399 Filing 1), 6/27/13 (SUB-2012-531 Filing 3), and 8/29/13 (SUB-2013-216 Filing 4) between Blue Star Industries, LLC (Filing 1)/Heritage Estates (Filings 2 through 4) and the City of Grand Junction and to secure said Developer's warranty and maintenance obligations for Filings 1 through 4 of Heritage Estates related to the aforementioned Grand Junction Planning File Numbers, hereinafter referred to as Agreements, in the principle sum of One Hundred Seventy Six Thousand Four Hundred Five and 19/100 Dollars (\$176,405.19), hereinafter referred to as the Secured Indebtedness, payable to the Beneficiary, does hereby grant and convey unto said Public Trustee the following described property situate in the County of Mesa in the State of Colorado, to wit:

Lot 1 and Lot 7, Greystone Estates II

referred to herein as "the Property" or "property."

TO HAVE AND TO HOLD the same, together with all appurtenances, in trust nevertheless, in case of default on the obligations in the Agreements, or any part thereof, or in the performance of any covenants hereinafter set forth, then the Beneficiary may demand the property be sold by filing a notice of election and demand for sale with the Public Trustee. The Public Trustee shall mail and publish a combined notice of sale and grantor's rights in compliance with Colorado law. Such legal notice is to be published as required by law in a newspaper in the county or counties where the property is located. A copy of the combined notice shall be mailed to all persons entitled to receive notice as required by law. It shall then be lawful for the Public

Trustee to sell the property at auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of the sale the Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principle sum above referenced to the Beneficiary, rendering the overplus, if any, to the Grantor; and the Trustee shall execute and deliver to the purchaser a confirmation deed to the property no later than nine days after the date of sale, or if later, the expiration of all redemption periods and the receipt by the Trustee of all statutory fees and costs. The Beneficiary may purchase the property or any part thereof at such sale.

The Grantor covenants that at the time of the delivery of these presents, Grantor is seized of the property in fee simple, and that the property is free of encumbrances.

The Grantor also covenants that the Grantor will keep all buildings, whether now existing or hereafter constructed, insured with a company approved by the Beneficiary for fire and extended coverage in an amount equal to the Secured Indebtedness with loss payable to the Beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against the property and amounts due on prior encumbrances. If Grantor fails to pay insurance premiums, taxes and amounts due on prior encumbrances, the Beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in the case of foreclosure, the Grantor will pay attorney's fees of \$1,500.00 for in-house counsel, or the total reasonable attorney's fees charged to Beneficiary by contracted counsel.

Should the Beneficiary be made a party to any action affecting this deed of trust or the title to the property the Grantor agrees that all court costs and reasonable attorney's fees shall become additional indebtedness due hereunder; and the Grantor does hereby waive and release all claims in the property of a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without Beneficiary's prior written consent excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, of (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that such person will assume all obligations contained in the Agreements secured hereby.

It is agreed that in the case of default of the Grantor on any of the obligations under the Agreements or a breach of any of the covenants herein, then the Secured Indebtedness may at the

option of the Beneficiary become due and payable at once, anything in the Agreements to the contrary notwithstanding, and possession of the property will thereupon be delivered to the Beneficiary, and on failure to deliver such possession the Beneficiary shall be entitled to a receiver for the property, who may be appointed by any court of competent jurisdiction.

Grantor will continuously maintain its existence as a Colorado Limited Liability Company as currently constituted.

Grantor shall furnish to the Beneficiary copies of all lease forms to be used to lease any portion of the Property. No such lease form shall be effective without the prior written consent of Beneficiary. Such approval shall not be unreasonably withheld.

All the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

GRANTOR:

Sonshine IV Construction & Development, LLC,
a Colorado limited liability company

By: Blue Star Construction, Inc., a Colorado
corporation, Member


By: 
John Davis, President

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was subscribed and sworn to before me this 4th day of December, 2013 by John Davis as president of Blue Star Construction, Inc., a Colorado corporation, a Member of Sonshine IV Construction & Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:




Notary Public



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



Print Date:
 12/12/2013 4:14:06 PM

Transaction #: 178774
 Receipt #: 2013072047
 Cashier Date: 12/12/2013 4:14:06 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: \$198.00	Date Received: 12/12/2013 Source Code: Over The Counter Return Code: Over The Counter Trans Type: Recording	Total Fees \$21.00 Total Payments \$21.00

1 Payments

CASH	\$21.00
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1 Recorded Items *Heritage Estates # 1 through # 4*

(TD) DEED OF TRUST	BK/PG: 5556/119 Reception Number: 2677168 Date: 12/12/2013 4:14:05 PM From: To:
Recording @ \$10 per page \$1 Surcharge	3 \$21.00

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			
6679 - Heritage Estates, LLC	Reimb2013-12-27	Refund/Heritage Estates, Filing I/Maint security/SUB-2012-399	12/20/2013	12/20/2013	12/24/2013	12/24/2013		No	Gross: 65,184.56			
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"> Invoice Department: 06-630 PW&P,Planning 2350 G Rd 2350 G Rd Grand Junction, CO 81505 </td> <td style="width: 30%;"> Check Sort Code: Check Code: Manual Check: No Check Number: </td> <td style="width: 30%;"> Bank Account: Accounts Payable Clearing Invoice Terms: </td> <td style="width: 10%; text-align: right;"> Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: <u>\$65,184.56</u> </td> </tr> </table>									Invoice Department: 06-630 PW&P,Planning 2350 G Rd 2350 G Rd Grand Junction, CO 81505	Check Sort Code: Check Code: Manual Check: No Check Number:	Bank Account: Accounts Payable Clearing Invoice Terms:	Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: <u>\$65,184.56</u>
Invoice Department: 06-630 PW&P,Planning 2350 G Rd 2350 G Rd Grand Junction, CO 81505	Check Sort Code: Check Code: Manual Check: No Check Number:	Bank Account: Accounts Payable Clearing Invoice Terms:	Freight: 0.00 State Tax: 0.00 County Tax: 0.00 Local/City Tax: 0.00 Discount: 0.00 Retainage: 0.00 Net Amount: <u>\$65,184.56</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 - Refund/Heritage Estates, Filing I/Maint security/SUB-2012-399	1.0000	EA	65,184.5600	65,184.56

G/L Distribution:	G/L Account/Project	Expensed	Unencumbered
	207.2090 (Transportation Capacity Fund,Deposits Payable)	65,184.56	0.00

Total Invoice Items: 1 Invoice Amount Expensed: \$65,184.56 Invoice Amount Unencumbered: \$0.00

Leslie Ankrum - Fwd: RE: Deed of Trust

From: Lori Bowers
To: Leslie Ankrum
Date: 12/19/2013 8:37 AM
Subject: Fwd: RE: Deed of Trust
Attachments: RE: Deed of Trust

Leslie,

We need to release the cash we are holding on Filing 1, Heritage Estates, (File number SUB-2012-399) DIA 2012-560, as the security is now covered by the Deed of Trust. The amount due is \$65,184.56. We have Maintenance Agreements for Filings 1 through 4, but they will not be signed until we have initial acceptance. Please let me know if you need anything else from me.

Thank you,

Lori

Lori V. Bowers, Senior Planner

Planning Division

970-256-4033

lorib@gjcity.org

Leslie Ankrum - RE: Deed of Trust

From: Kim Kerk <kkerk@bluestarindustries.com>
To: Lori Bowers <lorib@ci.grandjct.co.us>
Date: 12/19/2013 8:49 AM
Subject: RE: Deed of Trust

I will pick it up!!!

Bless you lol

Kim A Kerk, gm
Development Mgr
kkerk@bluestarindustries.com
Blue Star Industries, LLC
2350 G Rd
Grand Jct., CO 81505
970-640-6913 cell
970-255-8853 x130 ofc

From: Lori Bowers [lorib@ci.grandjct.co.us]
Sent: Thursday, December 19, 2013 8:40 AM
To: Kim Kerk
Subject: RE: Deed of Trust

Kim,

The check will be ready on Friday, the 27th. Do you want it mailed or do you want to pick it up here at City Hall?

Lori

Lori V. Bowers, Senior Planner
Planning Division
970-256-4033

lorib@gjcity.org

>>> On 12/17/2013 at 2:09 PM, in message
<10BE4F238D44DC40A913D7A6E61D16174A1591@S11MAILD008N2.sh11.lan>, Kim Kerk
<kkerk@bluestarindustries.com> wrote:

Hi Lori,
Hope you are well.
I am back.even surgery days off go too fast!
Can you tell me where we are at with the release of Filing 1
security dollars. and if & when the DOT was recorded, regarding Filings 1,2,3 & 4.
My last piece of info was to deliver \$21. to record Greystone DOT.
Thanks!

Kim A Kerk,gm
Development Mgr
kkerk@bluestarindustries.com
Blue Star Industries,LLC
2350 G Rd
Grand Jct., CO 81505
[970-640-6913](tel:970-640-6913) cell
[970-255-8853](tel:970-255-8853) x130 ofc

From: Lori Bowers [<mailto:lorib@ci.grandjct.co.us>]
Sent: Wednesday, December 11, 2013 1:35 PM
To: Jennifer Borg
Cc: Kim Kerk
Subject: Deed of Trust

Jennifer,

We need to record the Deed of Trust on the Greystone properties. Can someone drop off a check,
(made payable to the Mesa County Clerk and Recorder) or cash in the amount of \$21?

Thank you,

Lori

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

2013

Other Deposits Payable - DIA

Fund 207 Account 2090

DATE	DIA #	DESCRIPTION	DEBITS	CREDITS	BALANCE
7/10/2007	FP-2006-218	The Brickyard at Wellington			\$12,941.76
3/6/2008	CUP-2006-242	Metro Motors Car Sales 2712 Hwy 50			\$24,138.32
4/8/2009	PFP-2007-030	Crystal Brooke Subdivision/Abstract & Title			\$98,303.63
3/2/2011	SPR-2010-208	Carville's Auto Mart			\$8,796.00
1/6/2012	FP-2007-319	Red Rocks Valley Agreement to DIA			\$73,439.82
3/13/2012	CUP-2011-1281	McDonalds - 1212 North Avenue/King Ventures II, LLC			\$360.00
12/12/2012	SUB-2012-399	Heritage Estates, Filing 1/Maintenance Security			<u>\$65,184.56</u>

Beginning DIA Balance 1/1/2013: \$283,164.09

2013 DIA Activity

1/10/2013	SPN-2012-290	Colman Multifamily/GJ Housebuyers, LLC		\$3,780.00	\$286,944.09
4/24/2013	FP-2007-319	Red Rocks Valley /Real Estate Partners	\$6,360.00		\$280,584.09
5/15/2013	SPN-2012-290	Colman Multifamily/GJ Housebuyers, LLC	\$3,780.00		\$276,804.09
5/30/2013	SPN-2013-31	Salon Professional Academy/Aspire Holding Company		\$21,650.00	\$298,454.09
6/19/2013	SPN-2013-31	Salon Professional Academy/Aspire Holding Company	\$21,650.00		\$276,804.09
8/21/2013	FP-2007-319	Red Rocks Valley /Real Estate Partners	\$1,935.00		\$274,869.09
9/18/2013	FP-2007-319	Red Rocks Valley /Real Estate Partners	\$52,489.00		\$222,380.09
11/20/2013	FP-2007-319	Red Rocks Valley /Real Estate Partners	\$2,475.00		\$219,905.09
12/24/2013	SUB-2012-399	Heritage Estaes, Filing 1	\$65,184.56		\$154,720.53

Current DIA Balance: \$154,720.53

Warranty Inspection Checklist

Date: March 7, 2014
Project Number: SSU-2012-399
Project Name: Heritage Estates, Filing 1
Developer / Rep.: Bluestar (Kim Kerk)
Development Engineer: Eric Hahn

A warranty inspection was conducted on February 26, 2014. The following deficiencies were noted during the inspection and shall be corrected by the Developer:

1. Crack-fill the joint between edge-of-asphalt and lip-of-gutter, throughout the entire filing.
2. Crack-fill the asphalt joint at the filing boundary, for all streets.
3. Raise or otherwise expose the fire hydrant at the corner of Tabor and Routt, per City specifications.
4. Repair the cracked concrete in the fillet at the northeast corner of 24³/₄ Road & Orion. Contact Mark Barslund (201-1362) to discuss the appropriate remedy.
5. Clean all dead-end manholes.
6. Check rubber-neck in all sewer manholes, trim as necessary.

The Developer shall notify the Development Engineer when all of the deficiencies have been corrected. The Development Engineer and/or the Development Inspector will conduct a follow up inspection.