

**City of Fort Collins, Colorado**  
**DEVELOPMENT CONSTRUCTION PERMIT**

**Permit Number:** 99-45 **Issuance Date:** 1/10/2000

**Project Name:** 218 West Magnolia Street  
**Project A.K.A.:** The Edwards Residence

**Project Location:** 218 West Magnolia Street

**Permittee:** Douglas A. Dohn, Dohn Construction Inc.

**City and developer contacts:** *See attached Exhibit "A" for names and phone numbers of all contact persons for this project.*

<b>Fees:</b> Permit Application Fee (paid at the time of application)	\$ <u>150.00 (paid)</u>
Construction Inspection Fee (paid prior to issuance of this permit)	\$ <u>359.00</u>
Total	\$ <u>509.00</u>

**Development Bond or other approved security:**

Amount of security deposited with the City to guarantee the completion of all public improvements to be constructed as shown on the approved plans for the development.  
 \$ 7286.50

Form of security deposited with the City: Letter of Credit

**PERFORMANCE REQUIREMENTS OF THIS PERMIT :**

1. The Permittee shall be responsible to require their Project Engineer to incorporate into all design drawings and specifications the certification of all materials testing by an Engineer. The Permittee shall have an Engineer prepare revised design drawings and secure City approval for all revisions to the Utility Plans and related documents. The Permittee shall have an Engineer represent, as required by the City in the Development Agreement, that the improvements are constructed in conformance with the approved Utility Plans and the standards and specifications of the City. The Permittee shall provide "as-constructed" plans prepared by an Engineer prior to the City's acceptance of the constructed public improvements. (All references above to the terms "Project Engineer" and "Engineer" shall mean a Professional Engineer licensed in Colorado.)
2. All contractors who perform work on this project must be bonded and licensed in conformance with City requirements.
3. Construction time restrictions: \_\_\_\_\_

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4. The applicant understands that additional permits may be required for this development project and the applicant shall secure those permits directly from the issuing departments.

5. This permit, along with a complete set of all approved plans and documents for this project (utility plans, site plan, landscape plan, development agreement, soils report, pavement design, traffic study, drainage report, plat easements and any other official documents), shall be kept on the development site available for use by City staff doing inspections.

6. Permit Expiration (in accordance with Section 29-12 of the Transitional Land Use Regulations or Section 2.6.3(K) of the Land Use Code, whichever is applicable):

a. If construction has not begun within sixty (60) days from the date of issuance of this permit, this permit shall expire and the applicant will **forfeit the permit fee** paid for this permit, whereupon the applicant must re-apply for a new permit.

b. In addition, this permit shall expire one year from the date of issuance. The applicant may apply for an extension by reapplication at least two weeks prior to the expiration date. Such application shall contain information sufficient to justify the granting of the extension. An extension may be granted for up to six months.

7. Building permits and certificates of occupancy will only be issued when all conditions contained in the Development Agreement and Sections 3.3.2(C) and (D) of the Land Use Code or Sections 29-678 and 29-679 of the Transitional Land Use Regulations, whichever is applicable, are met. If the Development Agreement does not specify times for completion of public improvements, or if there is no Development Agreement, then the improvement requirements specified in Section 24-95 of the City Code shall apply, which provides that construction of all improvements shall be required prior to the time of issuance of the first building permit .

8. Acceptance by the City of the public improvements shall be after (1) final inspection has been conducted by the City ; (2) punch list items from the final inspection are completed and accepted by the City; and (3) required certifications from the licensed professional engineer that improvements are completed to City standards, specifications and approved Utility Plans and the "as-constructed" plans have been received and accepted by the City.

9. The warranty on street improvements is for five (5) years from the date of acceptance by the City of the completed improvements, in accordance with Sections 29-13 and 29-14 of the Transitional Land Use Regulations and/or Sections 2.2.3(C)(3)(g), 3.3.1(C)(2), and 3.3.2(C) of the Land Use Code, as applicable.

10. The City Erosion Control Inspector must be notified at least twenty four (24) hours prior to any planned construction on this project. All required perimeter silt fencing and other erosion/sediment control best management practices (BMP's) that can be installed prior to

construction must be in place and inspected by the City Erosion Control Inspector before any land disturbing activity begins.

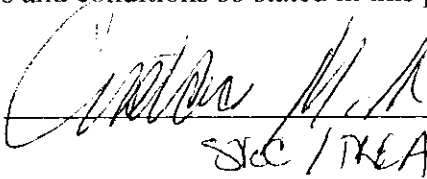
11. No work (including grading) shall be started in State Highway right-of-way until a permit is issued by the Colorado Department of Transportation to allow such work to begin.

12. Other conditions: Fees are based on the assumption that water and sewer services can be procured without having to cut into Magnolia Street. It is understood between the City and the Applicant that if water and/or sewer services need to be tapped to the main, the construction inspection fee will increase and an Excavation on Public Property Application will be required of the Applicant.

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**Permittee's acknowledgment signature:**

By signing this permit I acknowledge that I am acting with the knowledge, consent, and authority of the owners of the property (including all owners having legal or equitable interest in the real property, as defined in Section 1-2 of the City Code; and including common areas legally connected to or associated with the property which is the subject of this application) without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit City officials to enter upon the property for purposes of inspection and, if necessary, to enter upon such property to perform work required of the applicant if the applicant were to fail to perform the required work. I also acknowledge that I have read this permit document with all its requirements and conditions, and I agree to all of the terms and conditions so stated in this permit.

Applicant/Project Manager's Signature:  Date: 1/10/00  
SEC/TREAS

**Approval for issuance:**

City Engineer Approval:  Date: 1/10/2000  
(Permit Issuance Date)



January 03, 2000

Norwest Bank Colorado, N.A.  
Fort Collins-South  
3500 John F. Kennedy Parkway  
Post Office Box 2067  
Fort Collins, Colorado 80522-2067  
970/223-3600

City of Fort Collins  
300 LaPorte Avenue  
Fort Collins, Colorado 80521

Dear Sirs:

We hereby establish, at the request and for the account of David L. Edwards and Paula R. Edwards, in your favor as beneficiary, our Irrevocable Letter of Credit No. 101, in the amount of Seven Thousand Two Hundred Eighty Six and 50/100 Dollars (\$7,286.50) (as more fully described below), effective immediately and expiring at the close of banking business on January 3, 2002, at our office at 3500 John F. Kennedy Parkway, Fort Collins, Colorado 80525.

This Letter of Credit is intended for the funding required for the Edwards Residence, 218 W. Magnolia St. Development Project ("Development Project") for the assurance of the completion of the construction and the maintenance and repair of the public infrastructure in connection with the aforesaid development project and its associated development agreement and development construction permit. Funds under this Letter of Credit are available to you for one or more drawings prior to the close of business on January 3, 2002, against sight drafts in an aggregate cumulative amount not to exceed \$7,286.50, dated the date of presentment, drawn on our office referred to above, referring thereon to the number of this Letter of Credit and accompanied by your written certificate signed by you and acknowledged as therein provided in the form of Exhibit 1 hereto.

Presentation of such draft and certificate shall be made at our office referred to above.

Upon the earlier of (i) our honoring your draft(s) totaling \$7,286.50 in the aggregate presented on or before this Letter of Credit expires pursuant to the terms herein or (ii) the surrender to us by you of this Letter of Credit for cancellation, this Letter of Credit shall automatically terminate.

It is understood that the amount of this Letter of Credit may be reduced as public improvements are constructed and accepted by the City. As components of the infrastructure are satisfactorily completed in accordance with approved utility plans, the value of the completed components may be established from the Development Construction Permit worksheet for determining costs of infrastructure construction and inspection fees, whereupon the amount of this letter of credit may be reduced by the

value of the completed component(s), upon execution of a "Request for Amendment to Letter of Credit" in the form attached hereto as Exhibit 2.

This letter of credit shall be subject to the Uniform Commercial Code as in effect in the State of Colorado, and, to the extent not inconsistent with the terms of this Letter of Credit and the Uniform Commercial Code, the Uniform Customs and Practice for Documentary Credits, 1993 revisions, ICC publication number 500.

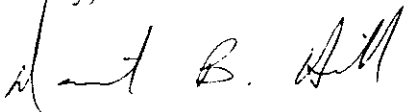
This Letter of Credit will be automatically extended without amendments for one year from the present, and each future, expiration date thereof, unless Issuer delivers written notice at least sixty (60) days prior to any such expiration date to the City of Fort Collins of its intent not to renew this Letter of Credit. Any such notice shall be in writing and shall be delivered with an acknowledged receipt, either in hand or by certified mail.

The City may at any time request that the Bank amend this Letter of Credit by submitting to the Bank a fully executed certificate in the form of Exhibit 2. The Bank shall thereafter promptly issue an amendment to the Letter of Credit corresponding to the change or changes requested in such certificate.

This Letter of Credit is not transferrable.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificate and draft(s) referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate and draft(s).

Sincerely,



Norwest Bank Colorado, N.A.  
Fort Collins-South location  
David B. Hill  
President

## Letter of Credit

Subdivision / Project: Two One Eight (218) West Magnolia Street

Development Agreement Dated: n/a  
DCP Dated: January 10, 2000  
Initial LOC Dated: January 12, 2000  
Initial LOC Amount: \$7,286.50  
Initial LOC #: 101  
Initial LOC Expiration Date: January 3, 2002

Requested By: David L. Edwards and Paula R. Edwards

Reductions:

x	\$0.00
x	\$0.00
x	\$0.00

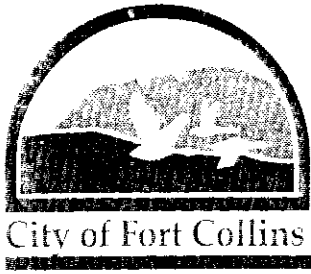
Replacement:

November 6, 2000	\$7,286.50
# x	

Current Value: \$0.00

Notes:

11/21/00 LOC Covers



Transportation Services

Engineering Department

EXHIBIT 2

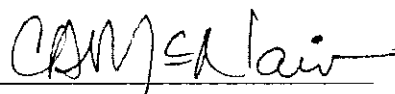
Request for Amendment to Letter of Credit #101  
Project Name: Two One Eight (218) West Magnolia Street

The City of Fort Collins certifies that the person signing below is authorized to execute this Request for Amendment or release of the Letter of Credit on behalf of the City of Fort Collins, and further certifies with respect to the provisions contained in the Development Construction Permit dated January 10, 2000 and/or the Development Agreement dated n/a, between the City of Fort Collins (Beneficiary) and David L. Edwards and Paula R. Edwards (Developer), the following:

- Release Letter of Credit.
- Release Original Letter of Credit upon receipt of separate replacement Maintenance Letter of Credit in the amount of \_\_\_\_\_.
- The Letter of Credit is to be reduced to \_\_\_\_\_.
- The expiration date of the Letter of Credit is revised to be \_\_\_\_\_.
- The 60-day automatic one-year renewal provision contained in the Letter of Credit is no longer in effect.

In witness whereof, the undersigned has executed this certificate on behalf of the City of Fort Collins on January 22, 2001.

CITY OF FORT COLLINS, COLORADO  
a Colorado municipal corporation

By:   
Cam McNair  
City Engineer

**COPY**

Operations Group  
Northern California  
525 Market Street, 25th Floor  
San Francisco, CA 94105



PAGE: 1

DATE: OCTOBER 26, 2000

LETTER OF CREDIT NO.  
NVS373126

BENEFICIARY:  
CITY OF FORT COLLINS  
P.O. BOX 580  
FORT COLLINS, CO 80522

APPLICANT:  
DAVID L. EDWARDS  
PAULA R. EDWARDS  
903 RULE DR. APT 7  
FORT COLLINS, CO 80525  
S407382

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION ("NORWEST"), WHICH HAS ISSUED, ADVISED, AND/OR CONFIRMED THE ABOVE-REFERENCED STANDBY LETTER OF CREDIT (THE "L/C"), HAS CHANGED ITS NAME TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION ("WELLS MINNESOTA"). AS A RESULT, THE ROLE OF NORWEST AS THE ISSUER, ADVISER, AND/OR CONFIRMER OF THE L/C HAS NOW BEEN TAKEN OVER BY AN AFFILIATE OF WELLS MINNESOTA, WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO").

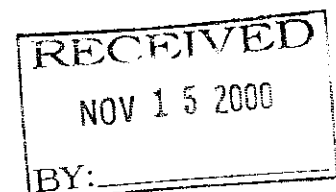
WELLS FARGO IS NOW THE ISSUER, ADVISER, AND/OR CONFIRMER OF THE L/C AND, EFFECTIVE IMMEDIATELY, ALL DRAFTS AND DEMANDS TO BE DRAWN OR MADE UNDER THE L/C ON NORWEST SHOULD BE DRAWN OR MADE ON WELLS FARGO AT WELLS FARGO BANK, N. A., TRADE SERVICES DIVISION, 525 MARKET STREET, 25TH FLOOR, SAN FRANCISCO, CALIFORNIA 94105, AND ALL DOCUMENTS AND OTHER COMMUNICATIONS TO BE PRESENTED UNDER THE L/C TO NORWEST SHOULD BE PRESENTED TO WELLS FARGO AT THAT SAN FRANCISCO ADDRESS.

THE L/C AS ORIGINALLY ISSUED, ADVISED, AND/OR CONFIRMED BY NORWEST WAS NUMBERED S407382 . THAT NUMBER HAS NOW BEEN CHANGED TO WELLS FARGO BANK LETTER OF CREDIT NUMBER NVS373126. ALL CORRESPONDENCE AND, WHERE APPLICABLE, DOCUMENTS MUST NOW BEAR THE NEW WELLS FARGO BANK LETTER OF CREDIT NUMBER.

IF THE L/C PRESENTLY EXPIRES AT THE COUNTERS OF NORWEST, THEN, EFFECTIVE IMMEDIATELY, THE ADDRESS OF THE PLACE OF EXPIRATION IS CHANGED TO THE ADDRESS OF WELLS FARGO IN SAN FRANCISCO INDICATED ABOVE. IF THE L/C PRESENTLY REFERS TO THE FACSIMILE NUMBER, SWIFT ID, OR TELEX NUMBER OF NORWEST, THEN, EFFECTIVE IMMEDIATELY, SUCH FACSIMILE NUMBER IS CHANGED TO (415)284-9453, SUCH SWIFT ID IS CHANGED TO WFBIUS6S SFO, AND SUCH TELEX NUMBER IS CHANGED TO "184904 WELLSUT".

IF YOU HAVE ANY QUESTIONS ABOUT THIS CHANGE, PLEASE CONTACT AGNES W. HUANG BY TELEPHONE AT 415-396-3087 INSTEAD OF THE NORWEST BANK MINNESOTA CONTACT NAMED IN THE L/C.

  
-----  
AUTHORIZED SIGNATURE



Original





WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION  
 ATTN: LETTERS OF CREDIT,  
 ROANOKE BUILDING, FIFTH FLOOR  
 109 SOUTH 7TH ST.,  
 MINNEAPOLIS, MN 55402  
 TELEX NUMBER: 6734665 SWIFT ADDRESS: NWNBUS44  
 IMPORTS/EXPORTS 1-800-553-3769  
 OCTOBER 12, 2000

TO:  
 CITY OF FORT COLLINS  
 P.O. BOX 580  
 FORT COLLINS, CO 80522

ACCOUNT PARTY:  
 DAVID L. EDWARDS  
 PAULA R. EDWARDS  
 903 RULE DR. APT 7  
 FORT COLLINS, CO 80525

OUR STANDBY LETTER OF CREDIT NUMBER S407382 DATED JANUARY 11,  
 2000  
 AMENDMENT NO. 001

1. THIS LETTER OF CREDIT IS CANCELLED IN ITS ENTIRETY.

THIS AMENDMENT IS ONLY EFFECTIVE UPON RECEIPT BY WELLS FARGO  
 BANK MINNESOTA NATIONAL ASSOCIATION OF BENEFICIARY'S WRITTEN  
 AGREEMENT. PLEASE INDICATE YOUR AGREEMENT OR DISAGREEMENT  
 BY SIGNING ATTACHED COPY AND RETURNING TO US.

AGREEMENT-----*ME*----- DATE-----*11/6/00*-----  
*per some new*  
 DISAGREEMENT----- DATE-----

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
 WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION

*[Signature]*  
 -----  
 AUTHORIZED SIGNATURE

*[Signature]*  
 -----  
 AUTHORIZED SIGNATURE

## Letter of Credit

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Requested By: David L. Edwards and Paula R. Edwards

Reductions:  
\$0.00 x  
\$0.00 x  
\$0.00 x

Replacement:  
Amount: \$0.00  
LOC #: x  
Date: x

Current Value: \$7,286.50

Notes:

02/28/00 LOC Covers



January 03, 2000

Norwest Bank Colorado, N.A.  
Fort Collins-South  
3500 John F. Kennedy Parkway  
Post Office Box 2067  
Fort Collins, Colorado 80522-2067  
970/223-3600

City of Fort Collins  
300 LaPorte Avenue  
Fort Collins, Colorado 80521

Dear Sirs:

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Presentation of such draft and certificate shall be made at our office referred to above.

Upon the earlier of (i) our honoring your draft(s) totaling \$7,286.50 in the aggregate presented on or before this Letter of Credit expires pursuant to the terms herein or (ii) the surrender to us by you of this Letter of Credit for cancellation, this Letter of Credit shall automatically terminate.

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value of the completed component(s), upon execution of a "Request for Amendment to Letter of Credit" in the form attached hereto as Exhibit 2.

This letter of credit shall be subject to the Uniform Commercial Code as in effect in the State of Colorado, and, to the extent not inconsistent with the terms of this Letter of Credit and the Uniform Commercial Code, the Uniform Customs and Practice for Documentary Credits, 1993 revisions, ICC publication number 500.

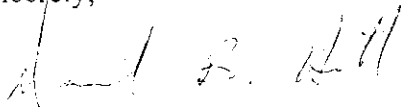
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The City may at any time request that the Bank amend this Letter of Credit by submitting to the Bank a fully executed certificate in the form of Exhibit 2. The Bank shall thereafter promptly issue an amendment to the Letter of Credit corresponding to the change or changes requested in such certificate.

This Letter of Credit is not transferrable.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificate and draft(s) referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate and draft(s).

Sincerely,



Norwest Bank Colorado, N.A.  
Fort Collins-South location  
David B. Hill  
President

"PROJECT QUANTITIES AND COST ESTIMATE SHEET"

A	B	C	D	E	F	G	H
1	(PROJECT NAME AS EXISTS ON THE DEVELOPMENT PERMIT)						
2	218 West Magnolia Street						
3	The Edwards Residence						
4	A.K.A.						
5	DESCRIPTION	UNITS OF MEASURE	ESTIMATED QUANTITY (PROVIDED BY THE PROJECT ENGINEER)	INFRASTRUCTURE COST PER UNIT OF MEASURE (COST ESTIMATE APPROVED BY THE CITY)	TOTAL ESTIMATED INFRASTRUCTURE COST	INSPECTION FEE PER UNIT (PROVIDED BY THE CITY)	TOTAL INSPECTION FEE (SAMPLE FORMULA)
6	(LIST ALL PUBLIC AND APPLICABLE PRIVATE IMPROVEMENTS)						
7	Storm Sewer	L.F.					
8	Reinforced Concrete Pipe	L.F.				\$0.60	
9	Trench	L.F.				\$0.60	
10	Concrete Headwall	C.Y.				\$3.00	
11	Water Quality Outlet Structure	C.Y.				\$3.00	
12	All Inlet Types	EACH				\$90.00	
13	Manhole	EACH				\$90.00	
14	Curb Chase	EA.	1	360.00	360.00	90.00	90.00 ✓
15	Water & Sanitary Sewer						
16	Sanitary Sewer Main	L.F.				\$0.60	
17	Water Main	L.F.				\$0.60	
18	Trench	L.F.				\$0.60	
19	Water/Sewer Service Line Stub	EACH	2	1100	2200.00	\$60.00	120.00 ✓
20	Fire Hydrant	EACH				\$60.00	
21	Manhole	EACH				\$90.00	
22	Valves	EACH				\$60.00	
23	Meter Pit (1")	EACH				\$30.00	
24	Fitting ( Bend, Tee, Cross )	EACH				\$30.00	
25	Water Main Connection	EACH				\$30.00	
26	Street System						
27	Grading	L.S.					
28	Pavement	S.Y.	45	38.40	1728.00	\$0.30	90.00 ✓
29	Curb & Gutter	L.F.	20	12.00	240.00	\$0.80	60.00
30	Detached Sidewalk	L.F.	50	11.25	562.50	\$0.80	60.00
31	Pedestrian Ramps	L.F.				\$0.80	
32	Apron - Drive Approach	S.F.	420	5.00	2100.00	\$0.10	97.00
33	Crossspan	S.F.				\$0.10	
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TOTAL INSPECTION FEES 517.00

TOTAL INFRASTRUCTURE COST 7286.50

\* PRIVATE IMPROVEMENTS REQUIRING CITY INSPECTIONS WILL NEED TO BE INCLUDED. HOWEVER PRIVATE IMPROVEMENTS WILL NOT BE INCLUDED IN THE TOTAL INFRASTRUCTURE COST FOR BONDING.

**"PROJECT QUANTITIES AND COST ESTIMATE SHEET"**

1	2	A	B	C	D	E	F	G	H
PROJECT NAME AS EXISTS ON THE DEVELOPMENT PERMIT									
3	4	5	6	7	8	9	10	11	12
DESCRIPTION (LIST ALL PUBLIC AND APPLICABLE PRIVATE IMPROVEMENTS)	UNITS OF MEASURE	ESTIMATED QUANTITY (PROVIDED BY THE PROJECT ENGINEER)	INFRASTRUCTURE CONSTRUCTION COST PER UNIT OF MEASURE (COST ESTIMATE APPROVED BY THE CITY)	TOTAL ESTIMATED INFRASTRUCTURE COST	INSPECTION FEE PER UNIT (PROVIDED BY THE CITY)	TOTAL INSPECTION FEE (SAMPLE FORMULA)			
Storm Sewer	L.F.								
Reinforced Concrete Pipe	L.F.				\$0.60				
Trench	L.F.				\$0.60				
Concrete Headwall	C.Y.				\$3.00				
Water Quality Outlet Structure	C.Y.				\$3.00				
All Inlet Types	EACH				\$90.00				
Manhole	EACH				\$90.00				
Curb Chase	EA.	1			90.00	90.00			
Water & Sanitary Sewer	L.F.								
Sanitary Sewer Main	L.F.				\$0.60				
Water Main	L.F.				\$0.60				
Trench	L.F.				\$0.60				
Water/Sewer Service Line Stub	EACH	2			\$60.00	120.00			
Fire Hydrant	EACH				\$60.00				
Manhole	EACH				\$90.00				
Valves	EACH				\$60.00				
Meter Pit (1")	EACH				\$30.00				
Fitting ( Bend, Tee, Cross )	EACH				\$30.00				
Water Main Connection	EACH				\$30.00				
Street System									
Grading	L.S.								
Pavement PATCH	S.Y.	45			\$0.30	90.00			
Curb & Gutter	L.F.	20			\$0.80	60.00			
Detached Sidewalk	L.F.	50			\$0.80	60.00			
Pedestrian Ramps	L.F.				\$0.80				
Apron - Drive Approach	S.F.	420			\$0.10	97.00			
Crossspan	S.F.				\$0.10				
TOTAL INSPECTION FEE									517.00

**TOTAL INFRASTRUCTURE COST:**

\* PRIVATE IMPROVEMENTS REQUIRING CITY INSPECTIONS WILL NEED TO BE INCLUDED. HOWEVER PRIVATE IMPROVEMENTS WILL NOT BE INCLUDED IN THE TOTAL INFRASTRUCTURE COST FOR BONDING.