

BVS06PSM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	BROOKWILLOW VILLAGE SUBDIVISION
SUBJECT/PROJECT:	PRIVATE STREETS MAINTENANCE AGREEMENT
LOCATION:	650 24 ½ ROAD
PARCEL#:	2945-041-09-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING DEPARTMENT
YEAR:	2006
EXPIRATION DATE:	NONE

BROOKWILLOW VILLAGE SUBDIVISION

Private Streets  
Maintenance Agreement

2315369 BK 4149 PG 918-920  
05/04/2006 03:20 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$15.00 SurChg \$1.00

"In the event that the road(s) have not been maintained as set forth on Exhibit A and the Association fails to cure such failure within ninety (90) days after receipt of notice of such failure from the City of Grand Junction (or such longer period as is reasonable under the circumstances), the City of Grand Junction may cause such maintenance to be performed and charge the Association, Owners and the Declarant (during the periods that the Declarant is an Owner), in accordance with Exhibit A, for the services performed. The City shall have and be irretrievably granted by recordation of this Declaration, authority to force assessment by the Association of its members and/or if the assessment is not paid, the City may lien the Property and any and all Lots therein for payment of services described in Exhibit "A" and as authorized by this section.

The City shall be entitled to exercise any and all legal remedies, processes or procedures provided in law, equity or by the provisions of this Declaration, to secure full and faithful performance of maintenance obligations and payment therefore. It shall be the duty of the Association, each Owner, member of the Association or the Declarant (during all periods that the Declarant is an Owner), to pay any assessment levied for road maintenance within 20 days after the mailing of such notice to the Association by the City. In case of the Associations failure to so pay, the assessment shall become a personal obligation of the Owner or member of the Association or Declarant (during all periods that the Declarant is an Owner), and such assessment shall be a lien upon the Lots from the time of the assessment. If the assessment is not paid within 20 days provided by this section, then it shall be the duty of the City Manager to certify the amount of the assessment to the Mesa County Treasurer or other officer of the county having custody of the tax list at the time of certification, to be placed by him/her upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with a 20% surcharge thereon to defray the costs and to provide an economic disincentive for violations and the continuation of violations. All of the laws of the State of Colorado for the assessment of general taxes, including the laws for the sale of property for taxes and the redemption thereof shall apply and have full effect."

Dated this 11 day of April, 2006

DARTER, LLC

By: [Signature]  
Manager

By: Ferry Lawrence  
Title: Manager

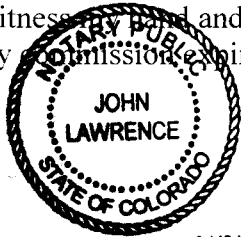
CITY OF GRAND JUNCTION

By: [Signature] Title: Assistant Community Dev. Director

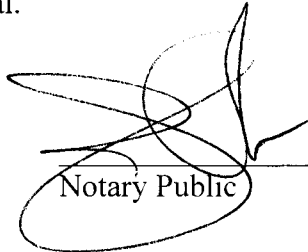
STATE OF COLORADO )  
 ) ss  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2006, by DARTER LLC, by Terry Lawrence, the Manger.

Witness my hand and official seal.  
My commission expires:



**My Commission Expires 04/21/2009**

  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of may, 2006, by the City of Grand Junction, By Katherine M. Partner the Asst. Community Dev. Director

Witness my hand and official seal.  
My commission expires: 10/29/2009




  
\_\_\_\_\_  
Notary Public

Exhibit "A"

Private Streets Agreement for Brockwillow Village Phase I

The length of streets within the subdivision have been measured at approximately 3872 linear feet and includes 2 cul-de-sacs. The City's costs for services are typically measured per lane mile of street, unless otherwise noted:

(1) Maintenance Services

		Lane Mile Cost	Annual Cost	
a.	Crack Filling	<u>0.73</u> single lane miles	\$ <u>89</u>	\$ <u>65</u>
b.	Seal Coating	<u>0.73</u> single lane miles	\$ <u>406</u>	\$ <u>296</u>
c.	Asphalt Overlay	<u>0.73</u> single lane miles	\$ <u>1996</u>	\$ <u>1458</u>
d.	Patching	<u>0.73</u> single lane miles	\$ <u>1094</u>	\$ <u>799</u>
e.	Street Sweeping	<u>0.72</u> curb lane miles	\$ <u>455</u>	\$ <u>328</u>
f.	Leaf/Trash Pickup	<u>100</u> Residential Units <u>0.73</u> single lane miles	\$ <u>444</u>	\$ <u>324</u>

Crack filling and seal coating shall be performed once every 10 years. Asphalt overlays shall be three (3) inches in thickness and performed by the Association or its Contractor once every 15 years. Patching shall be performed no less than annually. For purposes of this exhibit, the annual cost for providing these services has been estimated by taking the total cost of completing the service, divided by the frequency of service in years.

The total cost of the maintenance services is \$3270 in year 2005 dollars. For successive year after 2005, the cost of maintenance services shall be adjusted to reflect the prevailing unit cost of materials together with increases in the Denver-Boulder CPJ index over the specified year index.