

MRF95MFS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: MOONRIDGE FALLS, LLC

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MOONRIDGE FALLS
SUBDIVISION ANNEXATION AND IMPROVEMENT

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

This agreement is dated this 25 day of MAY, 1995, between the City of Grand Junction (herein called "City") and Moonridge Falls, LLC (herein called "Developer").

RECITALS:

Filing #1, Moonridge Falls Subdivision (adjacent to 25.5 Road) was approved, recorded and constructed under Mesa County jurisdiction. Filing #2 was approved by Mesa County; the City assumed land use jurisdiction prior to recordation of the plat. Execution of the required improvements agreement and construction of required infrastructure will occur under the City's jurisdiction and pursuant to City standards. Annexation of Filings #1 & #2 and future filings of Moonridge Falls is in the process of completion.

The City requires that all streets be constructed with sidewalks on both sides of the streets. Mesa County's approvals of Filings #1 & #2 of Moonridge Falls allowed the Developer to install sidewalks on one side of the street only.

Given these facts and in consideration of the mutual covenants contained herein, the City and Developer agree as follows:

1. Developer acknowledges its obligation to pay a Transportation Capacity Payment (TCP) for all existing and unbuilt and all future lots within Moonridge Falls. The Developer acknowledges that it is entitled to no reduction in or credit against said TCP for any on- or off-site transportation improvements constructed, installed or made as a part of Filing #1.
2. If the City chooses to do so, Developer shall cooperate in the City's construction, at the City's cost, additional sidewalk(s) within Filing # 1.
3. The Developer shall, at its cost, construct sidewalk in Filing # 2 and any and all subsequent or future filings of Moonridge Falls on both sides of any and all streets and cul-de-sacs, in accordance with City specifications. The City agrees to pay, upon completion of the work in accordance with City standards and specifications, to the Developer that amount of money equal to cost of constructing the sidewalk which is in addition to that required by Mesa County in its approval of Filing # 2 and half of the sidewalk costs for future filings. Notwithstanding the foregoing, the City's obligation to pay for such additional sidewalk construction shall not exceed \$18,546.69, as shown in Exhibit "Sidewalk Costs", attached and incorporated by this reference as if fully set forth.

4. The Developer shall install sidewalks on both sides of each and every street (including each and every cul-de-sac) in each and all future filings of Moonridge Falls and any development whatsoever which that occurs on the Property (described on Exhibit "Moonridge Legal Description" attached hereto and incorporated by this reference). All costs and expenses associated with any such construction and/or installation of sidewalks and any and all other required improvements and infrastructure shall be the sole expense of the Developer without contribution or expectation of contribution from the City.
5. The Developer shall be obligated to install sidewalks on both sides of each street (and cul-de-sac) in each and every future filings (and for any development) of the Property even if the cost of such construction of any such sidewalk is over and above the sum stated in this agreement.
6. The City's agreement to pay, as set forth in paragraph 3, above, is limited to the existing plat of Filing # 2, that is, the Developer shall be solely liable for the cost of any additional or different sidewalk(s) which are necessitated or required by virtue of changing the existing plat, including but not limited to any replatting of Filing #2.
7. Future filings of Moonridge Falls shall comply with the then existing City development standards and processes.
8. The terms of this agreement are not mere recitals but are contractual in nature.
9. Developer shall cause this agreement to be recorded. The terms of this agreement shall bind the successors, assigns, and heirs of the parties and shall constitute a covenant running with the title to the Property.

Moonridge Falls LLC:

Walid Bou-Matar
Mr. Walid Bou-Matar

Date 5/25/95

City of Grand Junction:

Mark Achen
Mark Achen, City Manager

Date 7/15

EXHIBIT "Sidewalk Costs"

Cost per Linear Foot (LF) of 6.6' Curb, Gutter & Sidewalk = \$15.00
Cost per LF of 2.5' Curb & Gutter = \$ 9.00
Additional Concrete Cost per LF = \$ 6.00

Additional Base Gravel per LF
(4'x0.5'x1')/27(\$18.00 per C.Y.) = \$ 1.33

Additional Subgrade Prep
(4'x1')/9(\$0.80 per S.Y.) = \$ 0.36

TOTAL COST PER LINEAR FOOT = \$ 7.69

TOTAL CITY COST

2,411.79 linear feet times \$7.69 per linear foot = \$18,546.69

MOONRIDGE LEGAL DESCRIPTION

Beginning at a point which bears N 00°16'55" W a distance of 214.30 feet from the Southeast Corner of the NE 1/4 NW 1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado;

thence S 89°59'05" W a distance of 508.04 feet;

thence S 00°02'45" W a distance of 221.01 feet to a point on the South line of the NE 1/4 NW 1/4 of said Section 3;

thence S 89°13'48" W along said South line a distance of 149.98 feet;

thence N 00°16'08" W a distance of 10.80 feet to a point on the Northerly line of the abandoned Grand River Railroad;

thence S 89°37'45" W along said Northerly line a distance of 207.23 feet;

thence along the Easterly line of the abandoned Grand River Railroad the following two (2) courses and distances:

1. 617.77 feet along the arc of a curve to the right having a radius of 464.56 feet, a central angle of 76°11'30", and a long chord bearing N 52°16'30" W a distance of 573.25 feet;
2. N 14°10'45" W a distance of 782.54 feet to the centerline of Turpin Wash (Leach Creek);

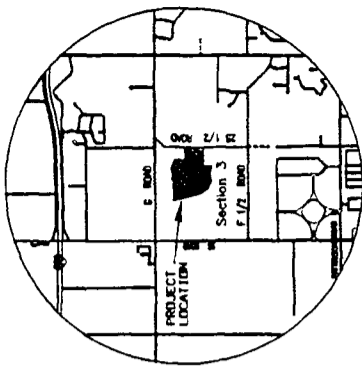
thence along the centerline of said Turpin Wash the following thirteen (13) courses and distances:

1. S 76°00'00" E a distance of 80.00 feet;
2. N 78°00'00" E a distance of 40.00 feet;
3. N 87°00'00" E a distance of 60.00 feet;
4. S 79°00'00" E a distance of 98.00 feet;
5. N 77°00'00" E a distance of 100.00 feet;
6. S 88°30'00" E a distance of 180.00 feet;
7. N 58°00'00" E a distance of 60.00 feet;
8. S 82°00'00" E a distance of 160.00 feet;
9. N 67°00'00" E a distance of 135.00 feet;
10. S 78°00'00" E a distance of 120.00 feet;
11. S 63°00'00" E a distance of 77.00 feet;
12. S 78°00'00" E a distance of 50.00 feet;
13. S 69°00'00" E a distance of 54.46 feet;

thence leaving said centerline, S 00°16'55" E a distance of 313.01 feet to the Northeast Corner of Moonridge Falls - Filing No. One;

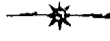
thence N 89°43'05" E along the North boundary line of Moonridge Falls - Filing No. One a distance of 336.55 feet to a point on the East line of the NE 1/4 NW 1/4 of said Section 3;

thence S 00°16'55" E along the East line of the NE 1/4 NW 1/4 of said Section 3 a distance of 548.58 feet to the Point of Beginning.



LOCATION MAP

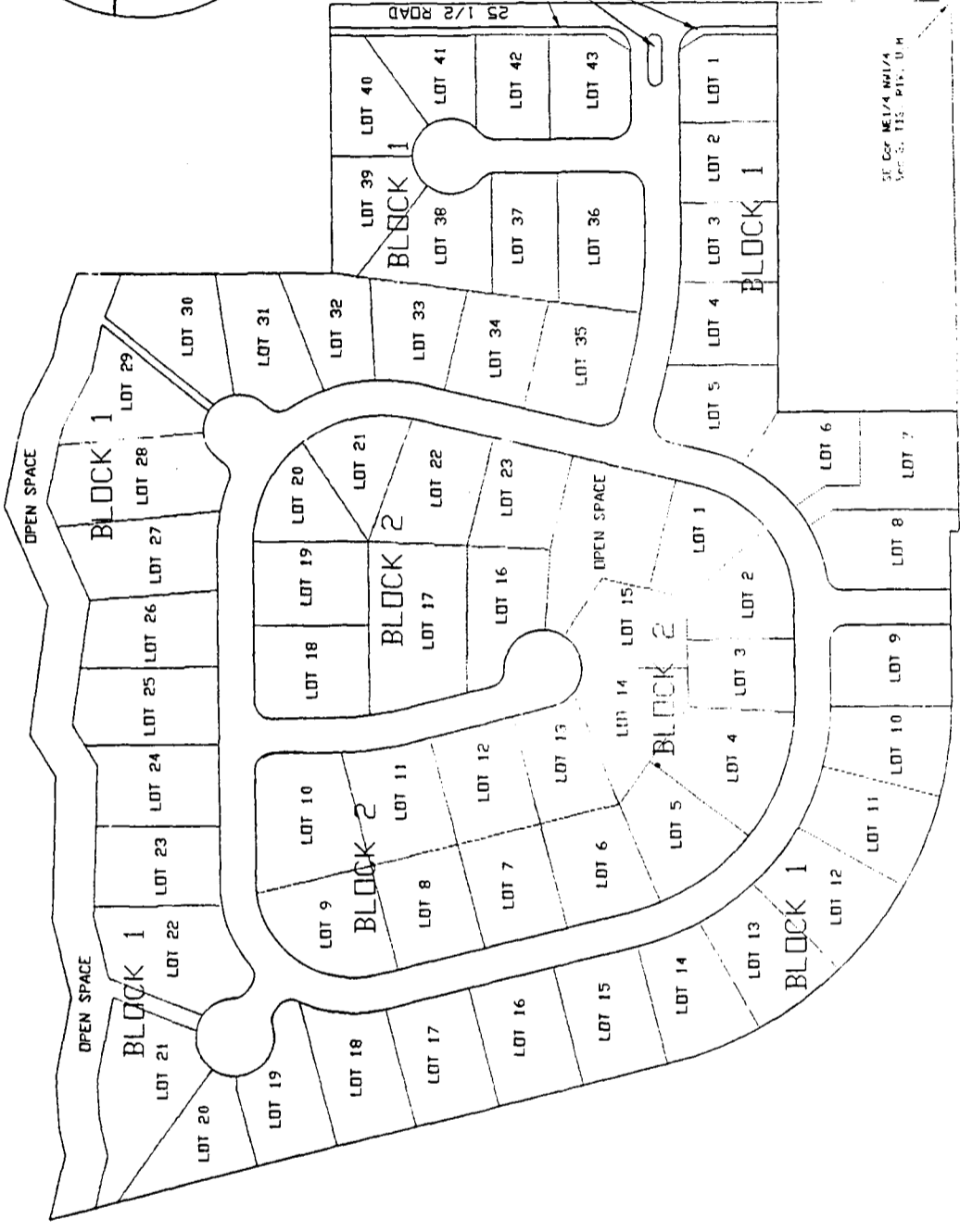
OPEN SPACE/LANDSCAPING AREA



SCALE: 1" = 60'



	OFFICIAL DEVELOPMENT PLAN MOONRIDGE FALLS
	LOCATED IN NE 1/4 NW 1/4 Section 3, T15. 34N., R11E., M14. CO., MI. 115. 34N. 11E. M14. CO. MI. 115. 34N. 11E. M14. CO. MI. 115. 34N. 11E. M14. CO. MI.



DATE: 10/19/04 11:00 AM