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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: REDLANDS MESA, LLC, A COLORADO LIMITED LIABILITY COMPANY BY RONALD AUSTIN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED DECEMBER 6, 1999 CONVEYING CERTAIN LANDS AND RESTRICTIONS ON THE USE OF OPEN SPACE IN REDLANDS MESA PLANNED DEVELOPMENT

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT FOR RESTRICTIONS ON THE USE OF
OPEN SPACE IN REDLANDS MESA PLANNED DEVELOPMENT

THIS AGREEMENT is entered into the 1st day of December, 1999, between Redlands Mesa, LLC, a Colorado limited liability company ("Developer") and the City of Grand Junction, Colorado ("City").

WHEREAS, Developer is conveying by deed certain lands (the description of which is attached hereto as Exhibit A, and incorporated herein), located within the area known as the Redlands Mesa Plan Planned Development, which received Outlined Development Plan Approval from the City on December 16, 1998, and,

WHEREAS, the Parties have agreed to certain restrictions on the use of the open space by the City and wish to set forth those restrictions in this Agreement;

NOW THEREFORE, the Parties agree as follows:

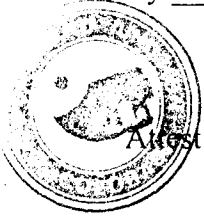
1. Unimproved, single-track trails have been located and are to be constructed in the open space consistent with the locations approved by the City throughout the approval process, and throughout the development of Redlands Mesa Planned Development in a manner so as to provide the best experience for the users of the trails, and to avoid adverse impact upon the residents of Redlands Mesa Planned Development and the individual lot owners therein. While it is agreed that the trails may be realigned or relocated by agreement between the City and the Developer or the Developer's successor, e.g. Homeowners Association, in some areas to accommodate additional use and to provide safer and easier trails, it is acknowledged and agreed that the realignment or relocation shall be such as to minimize impacts on privacy of the lot owners in Redlands Mesa Planned Development.
2. No playgrounds, recreational equipment or facilities, or recreational structures will be placed upon any of the open space within the development without the consent of Developer or the Homeowner's Association.
3. The terms of this Agreement shall be perpetual and shall run with the land. This Agreement shall be recorded in the Real Property Records of Mesa County, Colorado, and shall be binding upon the parties hereto, their heirs, successors and assigns.
4. The terms and conditions hereof may be enforced by seeking judicial relief in the nature of specific performance, injunctive relief, and such other relief as is appropriate and available in equity and in law, but damages shall not be a remedy available against the City. Reasonable attorneys' fees and cost incurred shall be awarded to the prevailing party in the event of a dispute resulting in court action and a judgment being entered.
5. Individual Lot owners are not third party beneficiaries of this agreement. The enforcement of this agreement shall be only by The City, the Developer or the Homeowner's Association.

6. The City Manager of Grand Junction, Colorado has been authorized by appropriate action of the City Council to execute this Agreement on behalf of the City.

CITY OF GRAND JUNCTION

By: Maureen Alchen
City Manager

Date: 12/6/99



Attest: Stephanie King
City Clerk

Date: 12/6/99

REDLANDS MESA, LLC

By: Paul D. Austin
Manager

Date: 12/2/99

By: _____
Manager

Date: _____

Address: 600 East Hopkins ave,
Suite 205
Aspen, Co. 81611

Agreement for Restrictions on the Use of Open Space in Redlands Mesa Planned
Development

ATTACHMENT A

Tracts A, B and C, Redlands Mesa Filing 1, according to the Final Plat thereof recorded #1957570, July 17, 2000 in Plat Book 17 at Page 354, Reception No. 1957570, excepting from said Tract A that portion, if any, lying within the road conveyed to Mesa County, Colorado by instrument recorded October 1, 1971 in Book 964 at Page 653.