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TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	SUNDANCE VILLAGE, LLC.
SUBJECT/PROJECT:	PRIVATE STREETS MAINTENANCE AGREEMENT
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

 PAGE DOCUMENT

**PRIVATE STREETS
MAINTENANCE AGREEMENT**

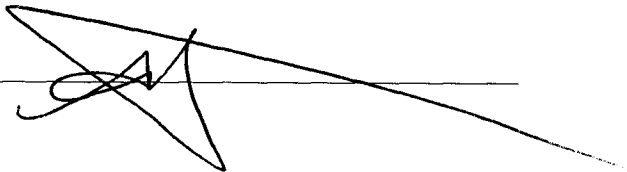
Sundance Village, LLC, a Colorado limited liability company, ("Sundance") as owner of the land described as Lots 1 and 2 of Block 1 and Block 2 of the Glens at Canyon View, Phase 1, a subdivision in the City of Grand Junction, County of Mesa, State of Colorado ("Property 1"), recorded in Book 4119 Page 37 of the Mesa County Clerk and Recorder's records and Hacienda Subdivision Association, Inc., a Colorado nonprofit corporation, ("Hacienda") the owner of Tracts A, B, and D of the Glens at Canyon View, Phase 1 ("Property 2"), covenant with the City of Grand Junction ("City") and agree to the following:

In the event that the road(s) and parking areas within Property 2 have not been maintained as set forth on Exhibit A and Sundance and Hacienda (collectively "Owners") fail to cure such failure within ninety (90) days after receipt of notice of such failure from the City (or such longer period as is reasonable under the circumstances), the City may cause such maintenance to be performed and charge the Owners, in accordance with Exhibit A, for the services performed. The City shall have and be irrevocably granted by recordation of this Declaration, authority to force assessment and/or if the assessment is not paid, the City may lien Property 1 and Property 2 including all Lots and Units therein for payment of services described in Exhibit A and as authorized by the Transportation and Engineering Design Standards.

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 therefor. It shall be the duty of both Sundance and Hacienda to pay any assessment levied for road maintenance within 20 days after the mailing of such notice to the Owners by the City. In case of the Owners' failure to so pay, the assessment shall become a personal obligation of the Owners and an assessment shall be a lien upon the Lots and Units within Property 1 and Property 2 from the time of the assessment. If the assessment is not paid within 20 days as provided by this declaration, 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.

SUNDANCE VILLAGE, LLC
A Colorado limited liability company,

By: _____



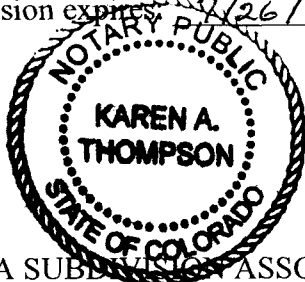
Its: Member

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2007, by Edward N. Slater as Member of Sundance Village, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 7/26/2010

(SEAL)



Karen A. Thompson
Notary Public

HACIENDA SUBDIVISION ASSOCIATION, INC.

By: ~~_____~~
Its: ~~_____~~

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2007, by Edward N. Slater as POA of the Hacienda Subdivision Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 7/26/2010

(SEAL)



Karen A. Thompson
Notary Public

Exhibit A

Private Streets Agreement for Sundance Village – Phase 1

The length of streets within the subdivision have been measured at approximately 1,020 linear feet and includes 0 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>0.4</u> single lane miles	\$ <u>8,000</u>	\$ <u>320</u> (10 yrs)
b) Seal Coating	<u>0.4</u> single lane miles	\$ <u>12,750</u>	\$ <u>510</u> (10 yrs)
c) Asphalt Overlay	<u>0.4</u> single lane miles	\$ <u>75,000</u>	\$ <u>2,000</u> (15 yrs)
d) Patching	<u>0.4</u> single lane miles	\$ <u>16,000</u>	\$ <u>6,400</u> (1 yr)
e) Street Sweeping	<u>0.4</u> curb lane miles	\$ <u>3,000</u>	\$ <u>1,200</u> (1 yr)
f) Leaf/Trash Pickup	<u>32</u> Residential Units	\$ <u>15/ea/mo</u>	\$ <u>5,760</u> (1 yr)

Crack filling and seal coating shall be performed once every 10 years. Asphalt overlays shall be 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 \$ 16,190 in year 2007 dollars. For successive year after 1995 the cost of maintenance services shall be adjusted to reflect the prevailing unit cost of materials together with increases in the Denver-Boulder CPI index over the specified year index.