AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Moon Ridge Ran

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Moon Ridge Ranch LLC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Foxtrot Subdivision Development Improvement Agreement - scope of work and agreements therein.

Fiscal Impact:

Submitted by: Joseph Otsuka **Submitter's Email Address:** jotsuka@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/30/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 9/29/16

Reveiwed by: Discharge Date: 9/30/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/30/2016

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 10/4/2016

Revised April 2015

DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT ("Agreement") is entered into this _____ day of October, 2016 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and Moon Ridge Ranch, LLC., whose address is Moon Ridge Ranch, LLC., c/o David Leinsdorf, PO Box 187, Crested Butte, CO 81224 ("Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2015-00039 regarding the subdivision of 13.23 acres into four single-family residential lots ranging between 2.54 and 3.75 acres called the Foxtrot Subdivision as identified on the plat titled "PLAT OF FOXTROT SUBDIVISION", recorded September 6th, 2016 as Reception No. 641741 in the Office of the Gunnison County Clerk and Recorder, and attached hereto and incorporated herein by reference as Appendix "A", and the construction of the roadway FOXTROT TRAIL as identified on the site plan titled "ROADWAY", attached hereto and incorporated herein by reference as Appendix "B"; collectively ("Project"). The Project is located within SE1/4 SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., commonly known as The Foxtrot Subdivision, County of Gunnison, State of Colorado.

As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below ("Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2015-00039 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change Permit No: 2015-00039, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than December 1st, 2017. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be one hundred fifty-two thousand four hundred sixty and 00/100 U.S. Dollars ($ 152,460.00) including a contingency amount.

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an

irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of one hundred ninety thousand and five hundred seventy-five and 00/100 U.S. Dollars ($ 190,575.00) which is 125 percent (125%) of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest bearing account; the interest shall accrue to Developer at one percent (1%) less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent (10%) or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of one hundred ninety thousand five hundred seventy-five and 00/100 U.S. Dollars ($ 190,575.00), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than December 1st, 2017, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the Gunnison County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than December 1st, 2017, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so

provided.

7. Scope of Work.

A. The scope of work to be done by the Developer shall include, but not be limited to:

7.1 The PLAT OF FOXTROT SUBDIVISION drafted by NCW & Associates, Inc., bearing Reception No. 641741, and attached hereto as Appendix "A"; and

7.2 The site plan titled: "ROADWAY" drafted by NCW & Associates, Inc., attached hereto as Appendix "B"; and

7.3 The Engineers Cost Estimate prepared by Norman Whitehead, P.E. of NCW & Associates, Inc., attached hereto as Appendix "C"; and

7.4 Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: 2015-00039; and

7.5 The terms and conditions of Reclamation Permit No. 07-16 for the Foxtrot Subdivision and to the satisfaction and approval of the Gunnison County Weed Coordinator.

B. The conditions of this Agreement and Land Use Change Permit No: 2015-00039 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to thirty-eight thousand one hundred fifteen and 00/100 U.S. Dollars ($ 38,115.00) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement. Gunnison County shall have the right to retain all of the Reclamation costs in the amount of four thousand six hundred and 00/100 U.S. Dollars ($ 4,600.00) for a two year period after completion of initial reclamation efforts to ensure the disturbed areas have been reclaimed to Gunnison County's

satisfaction.

8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written certification by Developer's engineer stating the estimated cost of remaining completion; upon receipt of such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent (125%) of such estimated cost of remaining completion of Improvements plus 25 percent (25%) of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: Moon Ridge Ranch LLC. c/o David Leinsdorf, PO Box 187, Crested Butte, CO 81224. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

A. To specifically enforce the terms and conditions of this Agreement;

B. To draw upon or otherwise obtain the benefit of the security;

C. To exercise any other rights and obtain any other remedies provided by law;

D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to

guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.

E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested to the required party at the following addresses:

Gunnison County:	Board of Gunnison County Commissioners of the County of Gunnison, Colorado c/o Gunnison County Attorney 200 East Virginia Gunnison, CO 81230
Developer:	David Leinsdorf, Esq. Moon Ridge Ranch, LLC. PO Box 187 Crested Butte, CO 81224

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project. The Developer understands that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. Electronic Signature. An electronic signature shall have the same principle, force, and effect as an authentic ink signature by any party in the instant Agreement.

22. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

BOARD OF GUNNISON COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

MOON RIDGE RANCH LLC.,
A Colorado Limited Liability Corporation.

By: Dolores G. LaVigne
Delores G. LaVigne, as sole member of Moon Ridge Ranch LLC.

STATE OF COLORADO)
GUNNISON)ss.
COUNTY OF ~~COLORADO~~)

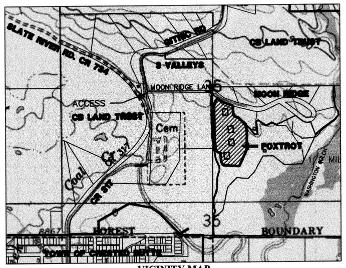
The foregoing instrument was acknowledged before me this 9th day of September, 2016 by Delores G. LaVigne, sole member of Moon Ridge Ranch LLC, Developer herein.

Witness my hand and seal.
My commission expires: _____.

DAVID LEINSDORF
Notary Public - State of Colorado
Notary ID 19964014769
My Commission Expires Sep 16, 2020

David Leinsdorf
Notary Public
Address:

APPENDIX A



VICINITY MAP
SCALE 1"=1000'±

ATTORNEY'S OPINION

I, David Leinsdorf, an attorney at law licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and shown upon this Plat. Such title is vested in Moon Ridge Ranch LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, except as follows:

1. The lien for 2016 real property taxes and assessments.
2. United States Patent reservations.
3. Right of Way Easements in Book 523 at Page 801 and Book 626 at Page 226.
4. Mutual Easement Agreement bearing Reception No. 445506.
5. Grants of Easement bearing Reception Nos. 460484 and 462484.
6. Boundary Agreements bearing Reception Nos. 462293 and 462294.
7. Grants of Utility Easement bearing Reception Nos. 465168 and 479581.

All Book and Page and Reception No. references are to records in the office of the Gunnison County Clerk and Recorder.

Dated this 24th day of August, A.D. 2016.

David Leinsdorf, Attorney at Law
Colorado Supreme Court Registration No.2740

NOTES:

1. Any person who acquires any interest in any of the real property platted on this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration of Protective Covenants of Foxtrot Subdivision recorded as Reception No. 641742

2. Moon Ridge Ranch LLC reserves the right to modify this Plat until one year following completion of all road and utility construction, subject to approval by Gunnison County.

3. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.

4. Upon completion of the installation or maintenance of any utilities, the property disturbed or damages by such installation or maintenance shall be restored as near as reasonably possible to its original condition by the utility. Moon Ridge Ranch LLC and Foxtrot Subdivision Association reserve the right to allow or deny any utility provider use of the easements reserved on this Plat.

5. Under Colorado's Fence Law, C.R.S. Title 35, Article 46, lot owners are hereby notified that fencing out livestock is the responsibility of the Foxtrot Subdivision Association or lot owners. Foxtrot Subdivision Association is responsible for maintaining the perimeter fence around Foxtrot Subdivision.

6. Driveways, except shared driveways, shall be located at least 15' from the side Lot lines.

7. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the Foxtrot Subdivision Association or the individual unit owner.

8. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.

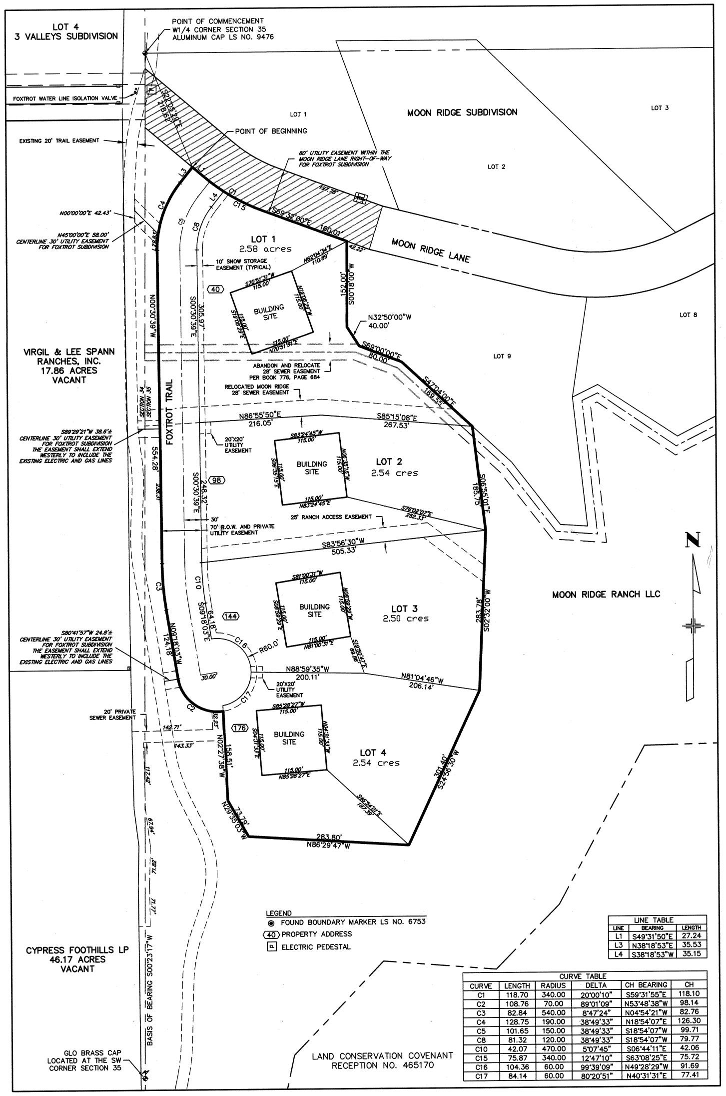
9. BASIS OF BEARING - S00°23'17"W between the aluminum cap LS No. 9476 found at the W1/4 Section 35 and the GLO brass cap found at the SW corner Section 35.

SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of FOXTROT SUBDIVISION as laid out, platted, dedicated and shown hereon, that such Plat was made by me from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this Plat satisfies requirements of the C.R.S. Section 38-33.3-209.

COLORADO LICENSED NORMAN C. WHITEHEAD 27739 P.E. AND P.L.S. 8/23/16

Norman C. Whitehead
Colorado P.L.S. No. 27739
P. O. Box 3688
Crested Butte, Colorado 81224



LINE TABLE

LINE	BEARING	LENGTH
L1	S49°31'50"E	27.24
L3	N38°18'53"E	35.53
L4	S38°18'53"W	35.15

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH
C1	118.70	340.00	20°00'10"	S59°31'55"E	118.10
C2	108.76	70.00	89°01'09"	N53°48'38"W	98.14
C3	82.84	540.00	8°47'24"	N04°54'21"W	82.76
C4	128.75	190.00	38°49'33"	N18°54'07"E	126.30
C5	101.65	150.00	38°49'33"	S18°54'07"W	99.71
C8	81.32	120.00	38°49'33"	S18°54'07"W	79.77
C10	42.07	470.00	5°07'45"	S06°44'11"E	42.06
C15	75.87	340.00	12°47'10"	S63°08'25"E	75.72
C16	104.36	60.00	99°39'09"	N49°28'29"W	91.69
C17	84.14	60.00	80°20'51"	N40°31'31"E	77.41

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

The property described on this Plat is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. 36, recorded at Reception No. 641740 of the records in the office of the Gunnison County Clerk and Recorder.

COMPLIANCE WITH CERTIFICATE OF APPROVAL

The property described on this Plat is subject to all the requirements, terms and conditions Certificate of Approval No. N/A, recorded at Reception No. N/A, of the records in the office of the Gunnison County Clerk and Recorder.

PLAT OF
FOXTROT SUBDIVISION
GUNNISON COUNTY, COLORADO

LOCATED WITHIN THE
SE1/4 SECTION 35, TOWNSHIP 13 SOUTH
RANGE 86 WEST, OF THE 6TH PRINCIPAL MERIDIAN

DEDICATION

Moon Ridge Ranch LLC, a Colorado limited liability company ("Declarant"), being the owner of the land described as follows:

Commencing at the NW corner of the SE1/4 Section 35, Township 13 South, Range 86 West, of the 6th Principal Meridian; thence S22°05'29"E a distance of 218.62 feet to the POINT OF BEGINNING; thence along the right-of-way line of Moon Ridge Lane the following 3 courses: 1) S49°31'50"E a distance of 27.24 feet to a point of curve to the left; 2) along said curve 118.70 feet, said curve having a radius of 340.00 feet, a central angle of 20°00'10", and a chord of S59°31'55"E, 118.10 feet; 3) S69°32'00"E a distance of 160.01 feet;thence S00°18'00"W a distance of 152.00 feet; thence S32°50'00"E a distance of 40.00 feet; thence S69°00'00"E a distance of 80.00 feet; thence S47°04'00"E a distance of 169.55 feet; thence S06°55'01"E a distance of 185.75 feet; thence S02°32'00"W a distance of 283.78 feet; thence S24°56'30"W a distance of 301.40 feet; thence N86°29'47"W a distance of 283.80 feet; thence N29°35'03"W a distance of 73.79 feet; thence N02°27'38"W a distance of 158.51 feet to a point of a non-tangent curve to the right; thence along Said curve an arc length of 108.76 feet, said curve having a central angle of 89°01'09", a radius of 70.00 feet, a chord bearing of N53°48'38"W and a chord distance of 98.14 feet; thence N09°18'03"W a distance of 124.18 feet to a point of curve to the right; thence along said curve 82.84 feet, said curve having a radius of 540.00 feet, a central angle of 08°47'24", and a chord of N04°54'21"W, 82.76 feet; thence N00°30'39"W a distance of 554.28 feet to a point of curve to the right; thence along said curve 128.75 feet, said curve having a radius of 190.00 feet, a central angle of 38°49'33", and a chord of N18°54'07"E, 126.30 feet; thence N38°18'53"E a distance of 35.53 feet to the POINT OF BEGINNING.

containing 515,112 square feet or 11.825 acres, more or less,

in Gunnison County, Colorado, under the name of FOXTROT SUBDIVISION, has laid out, platted and subdivided the same as shown on this Plat and does hereby permanently dedicate and convey to the Foxtrot Subdivision Association, a Colorado non-profit corporation, but not to the public at large, the streets, alleys, roads and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. Declarant hereby dedicates easements for irrigation ditches, as shown on this Plat. Declarant hereby dedicates utilities easements between the Building Site and the front, rear and side boundary lines of each Lot and in all common areas. Declarant reserves for itself, its representatives, successors and assigns, a non-exlusive easement over Foxtrot Trail for access, with or without vehicles, to and from Declarant's adjacent land for all purposes connected with the use and/or development of such land.

IN WITNESS WHEREOF, Moon Ridge Ranch LLC has subscribed its name this 24th day of August, A.D. 2016.

Moon Ridge Ranch LLC, a Colorado limited liability company

By: Dolores G. LaVigne
Sole member

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Dedication was acknowledged before me this 24th day of August, 2016 by Dolores G. LaVigne as sole member of Moon Ridge Ranch LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

Notary Public

DAVID LEINSDORF
Notary Public - State of Colorado
Notary ID 19964014769
My Commission Expires Sep 16, 2020

GUNNISON COUNTY PLANNING COMMISSION RECOMMENDATION

The Planning Commission of Gunnison County, Colorado hereby recommends approval of this Plat, such recommendation being made at a meeting of said Planning Commission held on this 15 day of ~~August~~ July, 2016.

Gunnison County Planning Commission

By: ✓ Chairperson

BOARD OF COUNTY COMMISSIONERS APPROVAL

This Plat of FOXTROT SUBDIVISION is approved this 6 day of September A.D. 2016 and the dedication of roads and common areas is approved on the condition that such roads and commons areas shall be maintained and snowplowed by and at the expense of the lot owners, and not by Gunnison County or any other public agency.

Gunnison County Board of Commissioners

By: ____ Chairperson

Attest:
Deputy
Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

GUNNISON COUNTY CLERK & RECORDER'S ACCEPTANCE

This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this 6 day of September, 2016, Reception No. 641741, Time 1:31 pm

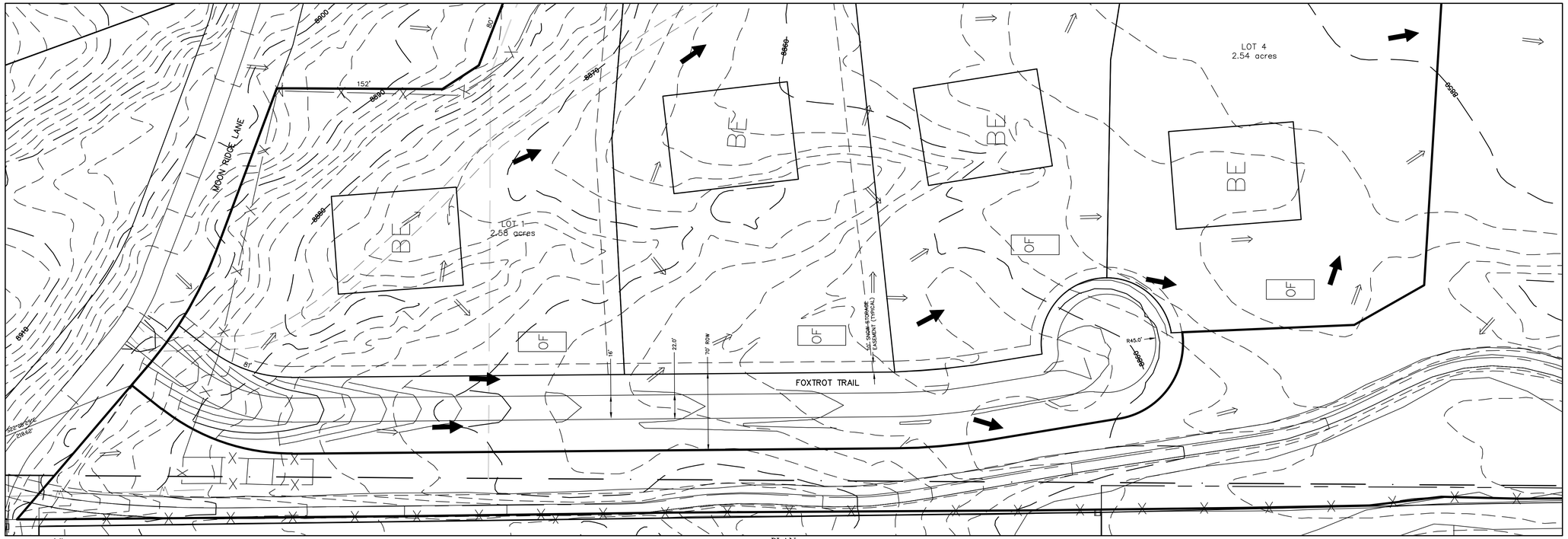
Deputy
Gunnison County Clerk and Recorder

K Simillion Gunnison County, CO 641741
9/6/2016 1:31:10 PM Page 1 of 1
305 R 11.00 D [fee:doc]

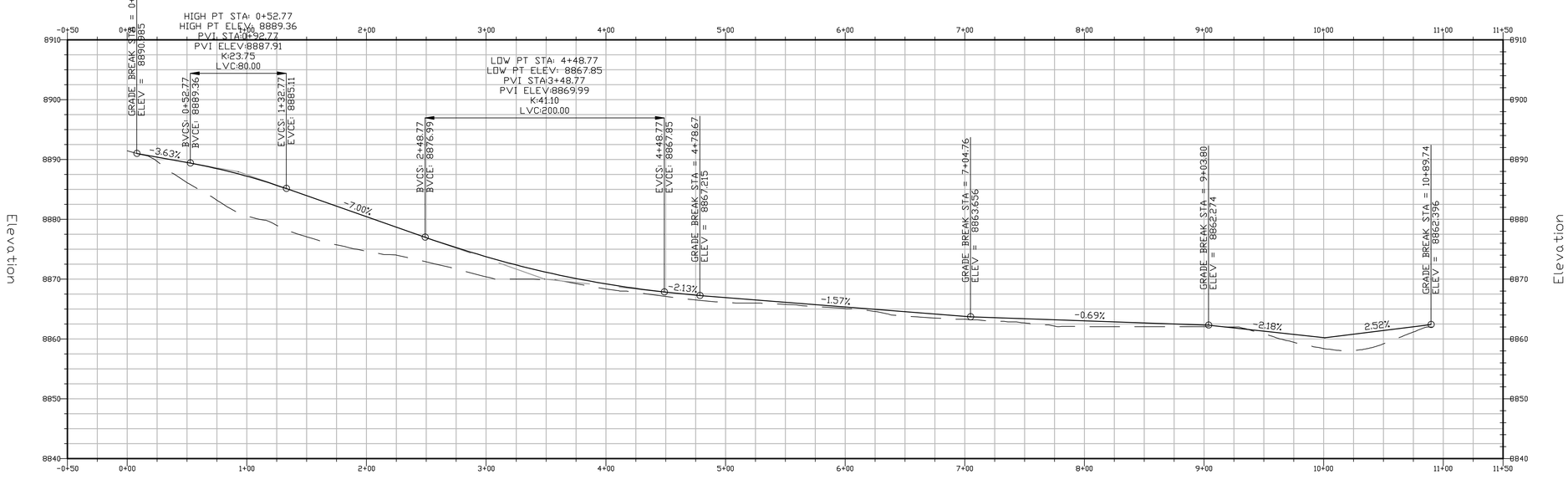
PLAT OF FOXTROT SUBDIVISION GUNNISON COUNTY, COLORADO	
Prepared By: NCW & Associates, Inc. P.O. Box 3688 (970) 349-6384 Crested Butte Colorado 81224	
PROJECT: 15160.00	DWG.: PLAT
DATE: 8/22/16	SHEET 1 OF 1

GUNNISON COUNTY SEAL COLORADO

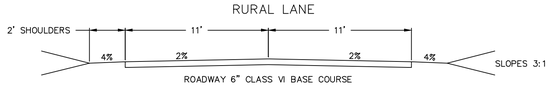
APPENDIX B



PLAN



PROFILE



NOTES:

1. ALL DRIVEWAY SHALL HAVE A COUNTY STANDARD TEE TURNAROUND AT FOXTROT TRAIL.

50 25 0 50 100

HORZ: 1" = 50'
VERT: 1" = 10'

Prepared By:
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(970) 349-6384 Colorado 81224

FOXTROT GUNNISON COUNTY, COLORADO		SITE PLAN ROADWAY	
PROJECT: 15160.00	DWG.:14SITE080116	DATE: 8/7/16	SHEET 1 OF 1

APPENDIX C

Engineer's Cost Estimate

FOXTROT SUBDIVISION

Item	Units	Unit	Unit Cost	8/7/16 Total
Roads				
Embankment complete in place	1,798	cy	15	26,970
Class 6 road base 6"	885	tons	30	26,550
Water Line	725	lf	25	18,125
Electric line	928	lf	15	13,920
Electric Peds	3	ea	3500	10,500
Phone Trench	244	lf	12	2,928
Phone wire	984	lf	5	4,920
Utility conduit	80	lf	6	480
Gas	880	lf	23	20,240
Asphalt Patch	192	sf	7.5	1,440
Reclamation	34,200	sf	0.05	1,710
				$127,783
Construction Observation & Staking				4,791
				$132,574
Contingency			15%	19,886
				$ 152,460

Prepared By:

COLORADO LICENSED
NORMAN C. WHITEHEAD
27798
P.E. AND P.L.S.

Norman Whitehead, P.E.-P.L.S.
NCW & Associates, Inc.