

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, between Trash Mahal Colorado, LLC, a Limited Liability Corporation qualified to do business in Colorado ("Developer"), whose address is 461 E 66th Avenue and the Board of County Commissioners of the County of Adams, State of Colorado ("County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof ("Improvements").
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$229,096.71 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to Building or Construction Permit issuance. No Certificate of

Occupancy shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and dedicate described property.

A. Improvements.

Public Improvements:

The public improvements include full-depth improvements for the existing E 66th Ave as recommended by the off-site Geotechnical Report performed by Earth Engineering Consultants, Inc. The improvement to the E 66th Ave right-of-way includes a 24-foot asphalt road, extending from the site access point at the west end of E 66th Ave to approximately 180 feet west of the Washington Street intersection.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

Private Improvements:

The private improvements include the on-site detention pond and grass swale (Swale S). The detention pond improvements including the concrete rundowns, pond access road, forebays, trickle channel, outlet structure, spillway wall, and concrete spillway slope paving.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

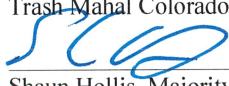
The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

An access easement shall be dedicated to the County through the site to provide access to the on-site detention pond.

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Development Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.


- A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
- B. **County Right to Completion of Development Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:
- a. The County shall have the right to complete the Development Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the Property described in Exhibit "A" to complete said Improvements.
- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

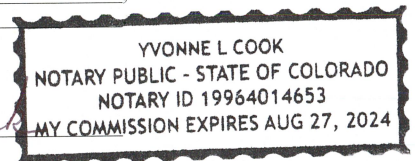
Developer
Trash Mahal Colorado, LLC
By: 
Shaun Hollis, Majority Owner

The foregoing instrument was acknowledged before me this 15th day of July, 2022 by Shaun W Hollis

My commission expires: 8/27/2024

Address: 6130 Huron St
Denver CO 80221


Notary Public



APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$229,096.71. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

Lot 1, Mapleton Addition Amendment No. 6, County of Adams, State of Colorado

EXHIBIT B

BLUE BEAR WASTE
DEVELOPMENT AGREEMENT - EGR2021-00025
June 17, 2022

PUBLIC IMPROVEMENTS: E 66TH AVENUE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE, \$	TOTAL COST, \$
Demo Existing Asphalt (E 66th Ave)	sf	10,462	\$ 2.00	\$ 20,923.60
Demo Existing Concrete (E 66th Ave)	sf	826	\$ 2.00	\$ 1,650.34
Sawcut Existing Asphalt at E 66th Ave connection	lf	43	\$ 4.00	\$ 173.94
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink)	cy	46	\$ 5.00	\$ 228.30
Surface to Surface Earthwork Cut and temp stockpile excess	cy	1,943	\$ 4.00	\$ 7,773.40
Scarify, Moisture Condition, & Re-compact (12")	sy	1,142	\$ 3.00	\$ 3,426.00
Aggregate Base Course (6")	sy	1,142	\$ 10.00	\$ 11,420.00
Roadway Fine Grading	sy	1,142	\$ 1.00	\$ 1,142.00
6" Depth Asphalt	sy	1,142	\$ 45.00	\$ 51,390.00
SUBTOTAL:			\$	\$ 98,127.59

PRIVATE IMPROVEMENTS: BLUE BEAR WASTE ON-SITE DRAINAGE IMPROVMENTS

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE, \$	TOTAL COST, \$
Demo Existing Asphalt (Drainage Easement)	sf	14,651	\$ 2.00	\$ 29,301.75
Demo Existing Fence (Drainage Easement)	ls	1	\$ 500.00	\$ 500.00
Detention Pond Fine Grading	sy	1,628	\$ 1.00	\$ 1,627.88
18" RCP	lf	15	\$ 110.00	\$ 1,650.00
2' Cobble Pre-Treatment Trench	lf	325	\$ 10.00	\$ 3,250.00
2' Concrete Runaround Channel	lf	182	\$ 60.00	\$ 10,920.00
1' Concrete Trickle Pan	lf	163	\$ 10.00	\$ 1,633.16
Pond Access Road	sf	1277	\$ 7.00	\$ 8,942.42
Concrete Spillway Wall	cy	5	\$ 600.00	\$ 3,120.00
Spillway Concrete Slope Paving	sf	150	\$ 5.00	\$ 750.00
Pond Concrete Forebay w/ 24" Thick Type M Soil Riprap	each	2	\$ 6,000.00	\$ 12,000.00
Pond Outlet Structure	each	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL:			\$	\$ 83,695.20

CONSTRUCTION COST ESTIMATE: \$ 181,822.79
20% ADMINISTRATION: \$ 36,364.56
5% INFLATION: \$ 10,909.37
TOTAL COLLATERAL: \$ 229,096.71

Estimated Construction Completion Date:

6/30/23
SLC

Initials or Signature of Developer:

Completion date: July 7, 2023