

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Pascual Carrillo and Ana Carrillo, 8311 Ogden Street, Denver, CO 80229, hereinafter called "Developer."

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.
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 County may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **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 \$308,944.58, 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 the Transportation in accordance with section 5-02-06-01 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 completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Director of Transportation, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Director of Transportation. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff.

6. **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 preliminary 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.

7. **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.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. Improvements.

Public Improvements:

1. 430 LF of local roadway with requisite curb, gutter and sidewalk,
2. 2 stop signs and 2 street lights,
3. 695 LF of storm sewer with 2-10' Type R inlets and 4-4' diameter manholes,
4. 10,400 CF detention pond with requisite maintenance access, inflow velocity reducer, trickle channel, outlet structure and emergency spillway.


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".

The approval of the Raritan Estates Subdivision construction documents is valid through December 31st, 2017. Developer must commence permitting and construction of the public improvements prior to that date to retain the construction document approval. If construction permitting for the public improvements begins after December 31st, 2017, the construction documents must be re-reviewed and re-approved by the Adams County Community and Economic Development Department.

B. Public dedication of land for right-of-way purposes or other public purpose.

Upon Board of County Commissioners' approval of the final plat for the development of Raritan Estates, the Developer hereby agrees to convey by said plat to the County that land described thereupon as right-of-way or as for other purposes as therein indicated:

By legal descriptions and exhibits of the ROW and easements to be dedicated.

Name/s
Developer
By: 
Pascual Carrillo

By: 
Ana Carrillo

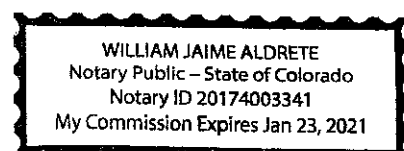
The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY, 2017, by PASCUAL CARRILLO and ANA CARRILLO.

My commission expires: 01/23/2021

Address: 3454 W. 72nd AVE.
WESTMINSTER CO. 80050


Notary Public

APPROVED BY resolution at the meeting of _____, 2017.



Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$308,944.58. 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: RARITAN ESTATES SUBDIVISION

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, IN TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT THE WEST 185 FEET OF THE SOUTH 90 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AND EXCEPT ANY PORTION LYING WITHIN STREETS OR ROADWAYS, COUNTY OF ADAMS, STATE OF COLORADO.

DESCRIBED PARCEL CONTAINS 90,580 SQUARE FEET OR 2.079 ACRES, MORE OR LESS.

EXHIBIT B

Public Improvements:

				
EXHIBIT B				
Engineer's Cost Estimate for Public Improvements				
RARITAN ESTATES SUBDIVISION				
15140				
October 13, 2016				
Item Description	Unit	Unit Cost	Estimated Quantity	Estimated Cost
Raritan Way Public Improvements			Phase 1	Phase 1
Asphalt Pavement	TON	\$ 81.70	672.2	\$ 54,919.56
Mountable Curb, Gutter and Sidewalk	LF	\$ 71.50	621	\$ 44,401.50
Vertical Curb and Gutter and Sidewalk	LF	\$ 68.00	267	\$ 18,156.00
Signs (Stop Sign)	EA	\$ 160.00	2	\$ 320.00
Street Light	EA	\$3,900.00	2	\$ 7,800.00
Concrete Retaining Wall (at south property line)	CY	\$ 650.00	5.5	\$ 3,575.00
Sidewalk Chase	EA	\$ 750.00	4	\$ 3,000.00
Cut	CY	\$ 1.96	751.7	\$ 1,473.33
Net (Fill)	CY	\$ 1.96		\$ -
Subtotal				\$ 133,645.39
Private Storm Sewer (HOA)				
18" RCP	LF	\$ 77.00	694	\$ 53,438.00
18" FES	EA	\$1,500.00	1	\$ 1,500.00
4' Dia. Manholes	EA	\$3,400.00	4	\$ 13,600.00
10' Type R inlets	EA	\$7,100.00	2	\$ 14,200.00
Detention Pond Retaining Wall	SF	\$ 80.00	70.3	\$ 5,620.00
Detention Pond Trickle Channel	CY	\$ 650.00	2.41	\$ 1,564.81
Detention Pond Forebay/Outlet Protection	CY	\$ 650.00	3.00	\$ 1,950.00
Detention Pond Outlet Structure	LS	\$8,000.00	1	\$ 8,000.00
Subtotal				\$ 99,872.81
Total Costs				
Subtotal				\$ 233,518.20
Administration Contingency--20%				\$ 46,703.64
Subtotal				\$ 280,221.84
Inflation Contingency--5% per year (year 1)				\$ 14,011.09
Subtotal				\$ 294,232.94
Inflation Contingency--5% per year (year 2)				\$ 14,711.65
TOTAL COLLATERAL				\$ 308,944.58

See attached Site Plan for details.

Construction Completion Date: September 30, 2017

Initials or signature of Developer: PCR
ARC