

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR
BARTLEY SUBDIVISION PHASE III

Resolution 2015-399

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; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on January 11, 2006, the public improvement construction plans were approved by Adams County Public Works Department to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements; and

WHEREAS, on April 22, 2013, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase I, approved the final acceptance of public improvements for Phase I; and

WHEREAS, on June 10, 2014, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase II, approved the final acceptance of public improvements for Phase II; and

WHEREAS, the Developer is requesting to start construction on Phase III of the Bartley Subdivision and has provided updated and approved construction plans for Phase III; and

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the Subdivision Improvements Agreement for Bartley Subdivision Phase III, Case No. PLT2005-00048.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, the Subdivision Improvements Agreement for Bartley Subdivision Phase III, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Tedesco_____Aye
O'Dorisio_____Aye
Henry_____Aye
Hansen_____Aye
Pawlowski_____Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 8th day of September, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy

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BARTLEY SUBDIVISION
Case No. PLT2005-00048

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and ELG Investors, LLC, a Colorado limited liability company, 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 \$ 498,974.00 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC 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 may be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and the improvements described in Exhibit "B" have been preliminarily accepted by the BoCC.

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 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, shall become 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.

Development Agreement
ELG Investors, LLC
BARTLEY SUBDIVISION
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8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Completion of Phase III on-site improvements for the Bartley Subdivision shall include:

- Construction of East 161st Avenue, Newark Lane, Paris Way, Oakland Court, Newark Street, East 162nd Drive and Nome Street.
- Construction of temporary turnarounds per the approved Construction Plans for Paris Way and Nome Street.
- Construction of related drainage ways and culverts.

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:

- Roadway and drainage easements for the temporary cul-de-sacs located on Nome Street and Paris Way.

All remaining rights-of-way and associated land for other public purposes were dedicated and conveyed to the County by warranty deed with the recording of the Final Plat for the Bartley Subdivision as filed for record in the Office of the Adams County Clerk and Recorder in the State of Colorado on the 26th day of January, 2006.

The County agrees to vacate the roadway and drainage easements on Nome Street and Paris Way upon approval by the BoCC of a subdivision improvements agreement for the remaining public improvements within the Bartley Subdivision.

ELG Investors, LLC
Developer

By:

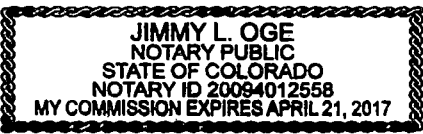
George R. Hanlon, Jr., Manager

The foregoing instrument was acknowledged before me this 19th day of August, 2015, by George R. Hanlon, Jr.

My commission expires: 04/21/2017

Address: 10450 E 159th Court
Brighton CO 80602

Jimmy L. Oge
Notary Public



Development Agreement
ELG Investors, LLC
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APPROVED BY resolution at the meeting of the Adams County Board of Commissioners, this
8th day of ~~August~~ *September*, 2015.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$498,974.00. 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.

UNOFFICIAL
ATTEST: BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

[Signature]

Chairman

APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

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Development Agreement
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EXHIBIT A

Legal Description: BARTLEY SUBDIVISION:

A part of the South One-Half of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, as recorded in the Clerk and Recorders Office of Adams County at reception number 20060126000092280:

- Phase III:** See Phasing Diagram.
- Block 6, Lots 21-24
 - Block 7, Lots 6-20
 - Block 8, Lots 1-19
 - Block 9, Lots 1-3 & 10, 11

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Development Agreement
ELG Investors, LLC
BARTLEY SUBDIVISION
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EXHIBIT B

Public Improvements: Phase III

East 162nd Drive from Sta: 46+00 to 50+50
Nome Street from Sta: 50+50 to 54+50
East 161st Avenue from Sta: 60+50 to 88+00
Paris Way from Sta: 2+00 to 11+50
Newark Street, Oakland Court, Newark Lane

Description	Qty Type	Est. Qty	Est. Price	Est. Cost
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Storm Water and Drainage:

Earthwork for Roads	CY	15,000.00	1.20	\$ 18,000.00
Seeding for Roads at Disturbed Areas	AC	1.00	400.00	\$ 400.00
Seeding for Roadside Ditches	AC	2.23	400.00	\$ 892.00
Install Rock Check Dam	EA	30.00	25.00	\$ 750.00
Install Vehicle Tracking	EA	2.00	500.00	\$ 1,000.00
Drainage work related to Pond C	LS	1.00	6,782.47	\$ 6,782.47

E 162ND Drive and Nome Street:

Fine Grading for Roadway Improvements.	SY	2,300.00	1.10	\$ 2,530.00
Paving [4.5" inch] 162nd Drive	SY	2,300.00	16.65	\$ 38,295.00
Rd. Base [6" inch] - 162nd Dr.	SY	2,300.00	3.85	\$ 8,855.00
Shoulder - 162nd Drive	SY	1,133.33	3.85	\$ 4,363.33
Street Signs	EA	2.00	500.00	\$ 1,000.00

E 161ST Avenue:

Fine Grading for Roadway Improvements.	SY	5,100.00	1.10	\$ 5,610.00
Paving [4.5" inch] - 161st Avenue	SY	5,100.00	16.65	\$ 84,915.00
Rd. Base [6" inch] - 161st Avenue	SY	5,100.00	3.85	\$ 19,635.00
Shoulder - 161st Avenue	SY	2,533.33	3.85	\$ 9,753.33
Street Signs	EA	1.00	500.00	\$ 500.00

Newark Street:

Fine Grading for Roadway Improvements.	SY	2,400.00	1.10	\$ 2,640.00
Paving [4.5" inch] - Newark Street	SY	2,400.00	16.65	\$ 39,960.00
Rd. Base [6" inch] - Newark Street	SY	2,400.00	3.85	\$ 9,240.00
Shoulder - Newark Street	SY	1,204.00	3.85	\$ 4,635.40
Newark Street Culvert w/ FES at Nome Street	LF	76.00	105.00	\$ 7,980.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

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EXHIBIT B
(Continued)

Description	Qty Type	Est. Qty	Est. Price	Est. Cost
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Newark Lane:

Fine Grading for Roadway Improvements.	SY	1,100.00	1.10	\$ 1,210.00
Paving [4.5" inch] - Newark Lane	SY	1,100.00	16.65	\$ 18,315.00
Rd. Base [6" inch] - Newark Lane	SY	1,100.00	3.85	\$ 4,235.00
Shoulder - Newark Lane	SY	533.33	3.85	\$ 2,053.33
Street Signs	EA	2.00	500.00	\$ 1,000.00

Oakland Court:

Fine Grading for Roadway Improvements.	SY	1,300.00	1.10	\$ 1,430.00
Paving [4.5" inch] - Oakland Court	SY	1,300.00	16.65	\$ 21,645.00
Rd. Base [6" inch] - Oakland Court	SY	1,300.00	3.85	\$ 5,005.00
Shoulder - Oakland Court	SY	666.67	3.85	\$ 2,566.67
Oakland Court Culvert w/FES	LF	68.00	65.00	\$ 4,420.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

Paris Way:

Fine Grading for Roadway Improvements.	SY	2,500.00	1.10	\$ 2,750.00
Paving [4.5" inch] - Paris Way	SY	2,500.00	16.65	\$ 41,625.00
Rd. Base [6" inch] - Paris Way	SY	2,500.00	3.85	\$ 9,625.00
Shoulder - Paris Way	SY	1,266.67	3.85	\$ 4,876.67
Paris Way Culvert w/FES	LF	88.00	72.00	\$ 6,336.00
Rip Rap for Culverts	CY	9.00	50.00	\$ 450.00
Street Signs	EA	2.00	500.00	\$ 1,000.00

TOTAL PHASE III	\$ 399,179.20
20% Administration	\$ 79,835.84
5% Inflation for 1 year	\$ 19,958.96
TOTAL GUARANTEE - PHASE III	\$ 498,974.00

Construction Completion Date: December 2015

Initials or signature of Developer:_____
