

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Vladimir Elizondo and Anselmo Rodriguez, 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 provide 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 designs 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 costs 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 or 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 \$469,363.12 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 Department of Transportation 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 on one year from the date of completion.

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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, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Transportation.

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, 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 herein:

Hayesmount Estates Subdivision, a Subdivision recorded on October 10, 2007 at Reception No. 2007000095461 of the records in the Office of the Clerk and Recorder of Adams County, Colorado

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

- A. **Improvements.** Public right-of-way construction and Public right-of-way landscape costs.

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

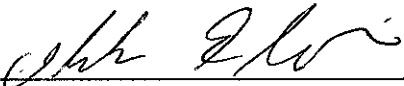
The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".


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

Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to confer by the plat of Hayesmount Estate Subdivision the following Land for right-of-way or other public purpose.

Hayesmount Road land East 165th Avenue as shown on Hayesmount Estates Subdivision, a Subdivision recorded on October 10, 2007 at Reception No. 2007000095461 of the records in the Office of the Clerk and Recorder of Adams County, Colorado.

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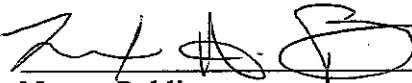
By: 
Vladimir Elizondo
Developer

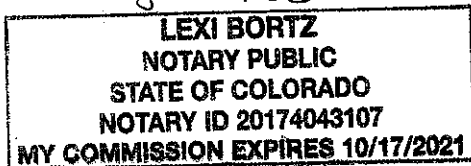

Anselmo Rodriguez
Developer

The foregoing instrument was acknowledged before me this 3rd day of November, 2017, by Lex: Bortz

My commission expires: 10th / 13 / 2021 ^{LB}

Address: 36 N 50th Ave
Brighton, CO 80601


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 _____. 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

Chairperson

EXHIBIT A

THAT PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 1
SOUTH, RANGE 65 WEST OF THE 6TH PM, DESCRIBED AS FOLLOWS,

BEGINNING ON THE SOUTH LINE OF SAID NORTHEAST ¼, 30 FEET WEST OF
THE SOUTHEAST CORNER; THENCE NORTH 89°04'46" WEST ALONG SAID
SOUTH LINE 1,965.99 FEET; THENCE NORTH 00°12'56" EAST A DISTANCE OF
787.12 FEET; THENCE SOUTH 89°23'10" EAST A DISTANCE OF 1,965.17 FEET
TO A POINT 30 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4;

THENCE SOUTH 00°09'50" WEST AND PARALLEL WITH SAID EAST LINE
797.65 FEET TO THE POINT OF THE BEGINNING, EXCEPT THAT PORTION IN
DEED TO ADAMS COUNTY, A BODY POLITIC, RECORDED NOVEMBER 19,
1985 IN BOOK 3075 A PAGE 479.

COUNTY OF ADAMS
STATE OF COLORADO

EXHIBIT B
HAYESMOUNT ESTATES SUBDIVISION
PUBLIC IMPROVEMENTS CONSTRUCTION COST ESTIMATES

Date: 11/1/2017
Prepared By: CES Consultants, LLC

EARTHWORK

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	On-Site Cut Volume	CY	19350	\$4.50	\$87,075.00
	On-Site Fill Volume	CY	3139	\$5.05	\$15,851.95
				TOTAL	\$102,926.95

WATER

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Tie into Existing Water Line	EA	2	\$800.00	\$1,600.00
	8" PVC Waterline	LF	1700	\$32.00	\$54,400.00
	8" Gate Valve and Box	EA	5	\$1,756.00	\$8,780.00
	8"x8" X6" Tee	EA	1	\$580.00	\$580.00
	Fire Hydrant Assembly	EA	5	\$5,676.00	\$28,380.00
				TOTAL	\$93,740.00

STORM SEWER

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	24" RCP Culverts	LF	110	\$76.93	\$8,462.30
	Riprap at Culvert Outlets And Drairage Swales	CY	109	\$23.25	\$2,534.25
				TOTAL	\$10,996.55

DETENTION POND

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Constuct Detention Pond including	EA	1	\$22,520.00	\$22,520.00
	Forebay Strorage, Outlet Structure,				
	Release Flow Pipe and Riprap, Emergency				
	Spillway, and Maintenance Access Road				
				TOTAL	\$22,520.00

STREETS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	4" Average Depth Asphalt	TON	1200	\$90.00	\$108,000.00
	6' Shoulders - 4" depth (Class VI Road Base)	TON	444	\$27.03	\$12,001.32
				TOTAL	\$120,001.32

LANDSCAPE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Site Landscaping	EA	1	\$4,587.00	\$4,587.00
				TOTAL	\$4,587.00

SUBTOTAL -	\$354,771.82
20% CONTINGENCY -	\$70,954.36
NEW SUBTOTAL -	\$425,726.18
5% INFLATION - 2017	\$21,286.31
5% INFLATION - 2018	\$22,350.62
HAYESMOUNT ESTATES GRAND TOTAL	\$469,363.12

ESTIMATED CONSTRUCTION COMPLETION DATE FOR HAYESMOUNT ESTATES SUBDIVISION -- MAY 31, 2018