

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and RLJ Development, LLC, 38821 E. 145th Ave., Keenesburg, CO 80643, hereinafter called "Developer."

THIS proposed "Subdivision Improvements Agreement" is intended to amend a previous SIA between Adams County and Ute South, LLC, Case No. PRJ2004-00026. There is no found record of a previous agreement having been recorded.

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 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 is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
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 \$657,485.64, 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 completion.

No construction or 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 Public Works.

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, 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:

Construction of Roadway Improvements at East 144th Avenue and Manilla Road, construction of the Internal Roadway System and Storm Drainage Improvements. 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:

In Cavanaugh Hills Phase 3, Block 9, Lots 1, 5, 6, 11, 12, 17 & 18, there is an additional 20ft of Right-of Way along the west side of Manilla Rd. being dedicated by separate instrument.

RLJ Development, LLC
Developer

By: _____
Name, Title

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2018__, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2018__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$657,485.64. No construction or 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

Approved as to form:

County Attorney

EXHIBIT A

Legal Description: CAVANAUGH HILLS

That part of Section 15, Township 1 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Beginning at the N $\frac{1}{4}$ Corner of said Section 15, from which the NE Corner of said Section 15 bears S87°47'06"E a distance of 2646.71 feet (Basis of Bearing);
Thence S87°47'06"E a distance of 2646.71 feet along the North Line of the NE $\frac{1}{4}$ of said Section 15 to the NE Corner of said Section 15;
Thence S00°12'59"W a distance of 2650.81 feet along the East Line of the NE $\frac{1}{4}$ of said Section 15 to the E $\frac{1}{4}$ Corner of said Section 15;
Thence S00°12'44"W a distance of 2650.58 feet along the East Line of the SE $\frac{1}{4}$ of said Section 15 to the SE Corner of said Section 15;
Thence N88°13'10"W a distance of 2173.91 feet along the South Line of the SE $\frac{1}{4}$ of said Section 15 to the southeasterly corner of that tract of land conveyed to Kenneth J. Foos and Shirley A. Foos as described in warranty deed recorded January 14, 1980 in Book 2420 at Page 735, Adams County records;
Thence N01°47'47"E a distance of 402.56 feet along the easterly line of that tract of land as described in said Book 2420 at Page 735 to the northeasterly corner thereof;
Thence N88°12'53"W a distance of 600.74 feet along the northerly line of that tract of land as described in said Book 2420 at Page 735 to the northwesterly corner thereof;
Thence S01°45'07"W a distance of 402.68 feet along the westerly line of that tract of land as described in said Book 2420 at Page 735 to the South Line of the SW $\frac{1}{4}$ of said Section 15;
Thence N88°14'53"W a distance of 1171.96 feet along the South Line of the SW $\frac{1}{4}$ of said Section 15 to the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;
Thence N00°05'04"W a distance of 1325.79 feet along the West Line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 to the NW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;
Thence N88°14'04"W a distance of 1323.91 feet along the South Line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 to the SW Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15;
Thence N00°08'33"W a distance of 1326.16 feet along the West Line of the SW $\frac{1}{4}$ of said Section 15 to the W $\frac{1}{4}$ Corner of said Section 15;
Thence N00°08'02"W a distance of 1326.34 feet along the West Line of the NW $\frac{1}{4}$ of said Section 15 to the NW Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
Thence S88°25'23"E a distance of 1326.38 feet along the North Line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 to the NE Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
Thence N00°04'48"W a distance of 1330.99 feet along the West Line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15 to the NW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;
Thence S88°37'30"E a distance of 1327.50 feet along the North Line of the NW $\frac{1}{4}$ of said Section 15 to the N $\frac{1}{4}$ Corner of said Section 15, and the Point of Beginning.

Subject to Rights-of-Way for East 144th Avenue, East 152nd Avenue, Cavanaugh Road and Manilla Road..

Contains 558.026 Acres, more or less.

EXHIBIT B

Public Improvements: CAVANAUGH HILLS

PHASE 3: Block 9 (20 lots), East 144th Avenue, Manilla Road, East 145th Court, East 146th Court, East 147th Court & East 148th Court (See Lot Phasing Exhibit, Page 6)

<u>Description</u> <u>Cost</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct.</u>
<u>Street Construction</u>			
Earthwork (incl. Manilla)	11,757 Cu. Yds.	\$ 4.00/Cu.Yds.	\$ 47,028.00
Asphalt (5", incl. Manilla)	11,757 Sq.Yds.	\$ 19.00/Sq.Yd.	\$223,383.00
6' Shoulder (5", incl. Manilla)	2108 Tons	\$ 18.50/Ton	\$ 38,998.00
Roadbase (6" incl. Manilla)	11,757 Sq. Yds.	\$ 8.82/Sq.Yd.	\$103,697.00
Cut & Grade Shoulders	1 Each	\$	\$ 16,901.00
Erosion Control (Per plan)	1 Each	\$	<u>\$ 33,850.00</u>
		Subtotal	\$463,857.00
<u>Storm Drainage</u>			
Outlet Structure	1 Each	\$8,840.00/Each	\$ 8,840.00
9" Rip-rap	855 Ton	\$ 28.50/Ton	\$ 24,368.00
Labor to place Rip-rap	1 Each	\$12,897.00/Each	\$ 12,897.00
24" RCP	44.4 Lin.Ft.	\$ 56.00/Lin.Ft.	\$ 2,487.00
24" FES	2 Each	\$ 435.00/Each	\$ 870.00
36" RCP	40 Lin.Ft.	\$ 88.00/Lin.Ft.	\$ 3,520.00
36" FES	1 Each	\$1,500/Each	<u>\$ 1,500.00</u>
		Subtotal	\$ 54,482.00
<u>Signage</u>			
Stop Signs	5 Each	\$ 56.00/Each	\$ 280.00
Poles & Labor to install	15 Each	\$ 155.00/Each	\$ 2,325.00
Street Name Signs	10 Each	\$ 87.00/Each	<u>\$ 870.00</u>
		Subtotal	\$ 3475.00
TOTAL ESTIMATED CONSTRUCTION COST, PHASE 3:			\$521,814.00
	20% Administration Cost:		<u>\$104,362.80</u>
	Subtotal:		\$626,176.80
	5% Inflation Add:		<u>\$ 31,308.84</u>
	Total for SIA:		\$657,485.64

Construction Completion Date: December 31, 2018

Initials or signature of Developer:_____
