

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 17th day of January, 2017 there were present:

Steve O'Dorisio	Commissioner
Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Erik Hansen	Commissioner
Mary Hodge	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR
BARTLEY SUBDIVISION PHASE IV

Resolution 2017-009

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 May 19, 2014, the Board of County Commissioners, in Case No. PLT2005-00048, Bartley Subdivision Phase II, approved the final acceptance of public improvements for Phase I; and

WHEREAS, on June 30, 2016, the Director of the Transportation Department, granted preliminary acceptance of public improvements for Phase III; and

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

O'Dorisio_____Aye
Henry_____Aye
Tedesco_____Aye
Hansen_____Aye
Hodge_____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 17th day of January, A.D. 2017.

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

Stan Martin:



By:



Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Equinox Development, LLC, 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 **\$267,226.00**, 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 Transportation Department 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 County, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Transportation Department.

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 that, 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.** Designate separately each public and private improvement.

Public Improvements:

- Construction of 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:

All rights-of-way and associated land for other public purposes was dedicated and conveyed to the County by 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, at Reception No. 2006066000092280.

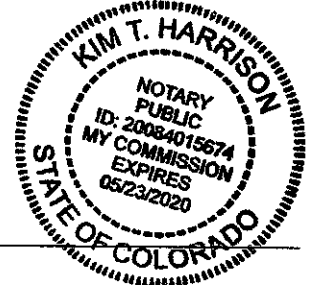
Equinox Development, LLC
Developer

By:

George R. Hanlon, Jr., Manager

By:

Name, Title



The foregoing instrument was acknowledged before me this 5 day of Dec, 2016, by George Hanlon.

My commission expires: 5/23/2020

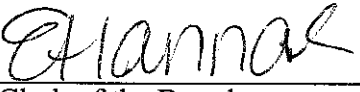
Address: 9200 E Mineral
Centennial Co

Kim T. Harrison
Notary Public

APPROVED BY resolution at the meeting of January 17, 2016.

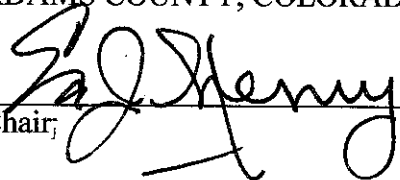
Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of **\$267,226.00**. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:



Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO



Chair

APPROVED AS TO FORM
COUNTY ATTORNEY


EXHIBIT A

Legal Description: Bartley Subdivision located in the South One-Half of Section 2, Township 1 South, Range 67 West, 6th Prime Meridian, County of Adams, State of Colorado.

EXHIBIT B

Public Improvements: The estimated costs for the Public Improvements to be built for Phase 4 of the Bartley Subdivision are as follows:

See attached Exhibit B

Construction Completion Date: February 28, 2017

Initials or signature of Developer: _____

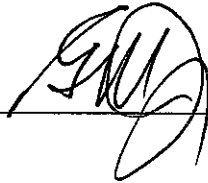
A handwritten signature in black ink, appearing to be 'ELG', is written over a horizontal line. A second horizontal line is drawn below the first one.

EXHIBIT B					
BARTLEY SUBDIVISION - PHASE IV					
PROJECTED SCHEDULE OF PUBLIC IMPROVEMENTS					
December 5, 2016					
	Item	Quantity	Unit	Unit Price	Total
1	STREETS				
a.	Nome Street				
	HMA Pavement (2" Bottom Lift)	1584	SY	\$8.90	\$14,097.60
	HMA Pavement (2" Top Lift)	1584	SY	\$8.22	\$13,020.48
	Soil Treatment	1	LS	\$7,331.00	\$7,331.00
	Gravel	1584	SY	\$6.00	\$9,504.00
	Class 6 Road Base (shoulders)	648	SY	\$6.75	\$4,374.00
	Mobilization	1	LS	\$1,260.00	\$1,260.00
	NOME ST. SUBTOTAL				\$49,587.08
b.	Paris Way				
	HMA Pavement (2" Bottom Lift)	2816	SY	\$8.90	\$25,062.40
	HMA Pavement (2" Top Lift)	2816	SY	\$8.22	\$23,147.52
	Soil Treatment	1	LS	\$13,033.00	\$13,033.00
	Gravel	2816	SY	\$6.00	\$16,896.00
	Class 6 Road Base (shoulders)	1152	SY	\$6.75	\$7,776.00
	Mobilization	1	LS	\$2,240.00	\$2,240.00
	PARIS WAY SUBTOTAL				\$86,154.92
	STREET TOTAL				\$137,742.00
2	DRAINAGE SYSTEM				
a.	Storm Sewer				
	36-inch RCP	112	LF	\$75.00	\$8,400.00
	36-inch FES	2	LS	\$1,250.00	\$2,500.00
	Pipe Bedding	55	TON	\$10.00	\$550.00
	Type M Rip Rap	390	TON	\$18.00	\$7,020.00
	Rip Rap Type L Drop Structure	1	EA	\$670.00	\$670.00
	Rip Rap Placement	392	TON	\$8.00	\$3,136.00
	STORM SUBTOTAL				\$22,276.00
b.	Box Culvert				
	RCB HL93 (6'x4'x7')	1	LS	\$48,691.00	\$48,691.00
	Pipe Bedding	110	TON	\$8.00	\$880.00
	BOX CULVERT SUBTOTAL				\$49,571.00
	DRAINAGE TOTAL				\$71,847.00
3	TOTAL PUBLIC IMPROVEMENT COSTS				\$209,589.00
a.	ADMINISTRATION FEE (20%)				\$41,917.80
	SUBTOTAL				\$251,506.80
b.	INTEREST FEE (5% FOR 15 MOS)				\$15,719.18
4	TOTAL BONDED AMOUNT				\$267,225.98