

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Pipe Fitters Home Association, hereinafter called "Developer."

The purpose of this Development Agreement is to provide collateral to the County for the following public improvements: The installation of storm sewer pipe, curb, gutter, and sidewalk at 6350 Broadway in accordance to the approved construction plans and as described in Exhibit "B".

WITNESSETH:

WHEREAS, Developer is the contractor responsible for the improvements on the 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 the Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing in Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions 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 \$187,763.69, 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 Adams County 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 Certificate of Occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. Construction of Public Improvements may be constructed concurrently with construction of building improvements. No Certificate of Occupancy will be issued for any building until preliminary acceptance of the Public Improvements is granted by Adams County.

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: (See Exhibit "B")

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:

A 30 foot wide Right-of-Way Dedication situated in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 10, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado more particularly described as follows:

Commencing at the North Quarter Corner of said Section 10 and considering the west line of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10 to bear S 00°07'40" E a distance of 1315.71 feet, said line forming the basis of bearings of this description;

Thence S 00°07'40" E along said west line a distance of 170.00 feet;
Thence N 89°41'58" E a distance of 30.00 feet to the east right-of-way line of
Colorado Highway 53 (Broadway) and the **Point of Beginning**;

Thence continuing S 00°07'40" E along said west right-of-way line a distance of
487.56 feet;
Thence N 89°39'20" E a distance of 30.00 feet;
Thence N 00°07'40" W a distance of 487.53 feet;
Thence S 89°41'58" W a distance of 30.00 feet to the east right-of-way line of
Colorado Highway 53 and the **Point of Beginning**.

Parcel contains 14,626 square feet (0.3358 acre) more or less.

Developer: Pipefitters Home Association

By: _____
Gary Arnold, Business Manager

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2019.

Collateral to guarantee compliance with this agreement and construction of public improvements
shall be required in the amount of _____. No construction, building or change-in-use
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

Chairman

EXHIBIT A

Legal Description:

Pipefitters Home Association will be making public improvements on Broadway, in Adams County, Colorado. The improvements include: construction of 552 lineal feet of combination curb, gutter and 5 foot wide attached sidewalk; replacement of the main access drive to the Pipefitters property with a new 30 foot wide drive, curb returns and cross-pan; replacement of a secondary fire department only access drive with a new 24 foot wide curb cut; installation of a sidewalk chases and pedestrian ramps; installation of a Type R Curb Inlet, 18 inch RCP storm drain with riprap outlet, and a water quality grass swale at the north end of the project near 64th Avenue; asphalt paving/patching between the existing pavement and the new gutter; and a grass lined swale. The work includes asphalt sawcutting, pavement demolition, topsoil stripping/stockpiling/replacement, excavation and earthwork and turn lane striping. Traffic control and a storm management plan to meet Adams County Standards and Regulations will be provided.

EXHIBIT B

PUBLIC IMPROVEMENTS:

Broadway

DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
Survey	1	LS	\$ 2,100.00	\$ 2,100.00
Demolition				
Sawcut Asphalt	640	LF	\$ 2.50	\$ 1,600.00
Remove Asphalt	193	SY	\$ 13.40	\$ 2,586.20
Remove Conc. Curb	30	LF	\$ 5.00	\$ 150.00
Earthwork				
Topsoil: Strip/ Stockpile/Replace	210	CY	\$ 16.00	\$ 3,360.00
Excavate/Haul-Off	1070	CY	\$ 20.00	\$ 21,400.00
Fill/Compact	136	CY	\$ 8.00	\$ 1,088.00
Concrete				
Curb & Gutter	552	LF	\$ 23.50	\$ 12,972.00
Conc. Walk	360	SY	\$ 53.21	\$ 19,155.60
Conc. Pan/Apron	667	SF	\$ 30.50	\$ 20,343.50
Curb Ramps	4	EA	\$ 250.00	\$ 1,000.00
Drainage				
5' Type Curb Inlet	1	EA	\$ 3,075.00	\$ 3,075.00
18" RCP	14	LF	\$ 60.00	\$ 840.00
18" FES	1	EA	\$ 400.00	\$ 400.00
Riprap	4.5	CY	\$ 185.00	\$ 832.50
Grass Swale	160	SF	\$ 4.00	\$ 640.00
Asphalt/Striping				
9" Asphalt Patch	298	TON	\$ 140.00	\$ 41,720.00
Striping	1060	LF	\$ 2.60	\$ 2,756.00
Subtotal				\$ 149,018.80
20% Administration				\$ 29,803.76
Subtotal				\$ 178,822.56
5% Inflation year 2019				\$ 8,941.13
Total				\$ 187,763.69

Construction Completion Date: **November 1, 2019**

Developer Signature: _____