

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Central Connection, LLC located at 1855 South Pearl Street, Suite 20, Denver, CO 80210, 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 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, such as a surety bond, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$652,884.75, 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 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.

**A. Improvements.**

Public Improvements:

Road (paving, curb, gutter, sidewalk) with related drainage improvements on the south side of E 73rd Avenue approximately +/-1,275 linear feet in length, spanning between the northwest corner of 1310 E 73rd Ave (Parcel # 0171935303015) to Gilpin Way, abutting County Parcel Numbers 0171935303015, 0171935303016, 0171935304008, 0171935304009, 0171935304003, 0171935407004, and Red Central Industrial Subdivision Filing No. 1 (Existing County Parcel # 0171935304006). Road (paving, curb and gutter) with related drainage improvements on both sides of Lafayette Street from E 73rd Avenue south to Red Central Industrial Subdivision Filing No. 1 (following the vacation of a portion of Lafayette St). (General description of construction.) See Exhibit "B" for description, estimated quantities and estimated construction costs. See Exhibit "C" for design of Public Improvements.

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.** N/A.

Name/s  
Central Connection, LLC

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

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 \$652,884.75. 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

**EXHIBIT A**

**Legal Description:**

THE EAST ½ OF BLOCK 15, NORTH SIDE GARDENS, EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED DECEMBER 17, 1980 IN BOOK 2516 AT PAGE 835, AND EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED JUNE 16, 1992 IN BOOK 3917 AT PAGE 55, AND EXCEPT THOSE PORTIONS TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED NOVEMBER 10, 1998 IN BOOK 5531 AT PAGE 999, COUNTY OF ADAMS, STATE OF COLORADO.

AND;

PARCEL C, YANTORNO EXEMPTION, ACCORDING TO THE MAP THEREOF RECORDED JULY 14, 2009 UNDER RECEPTION NO. 200900051566, COUNTY OF ADAMS, STATE OF COLORADO.

AND;

THAT PORTION OF BLOCK 18, NORTH SIDE GARDENS, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 18; THENCE WEST 219 FEET; THENCE SOUTH 140 FEET; THENCE EAST 219 FEET; THENCE NORTH 140 FEET TO THE POINT OF BEGINNING.

ALL TOGETHER BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF BLOCKS 15 AND 18, NORTH SIDE GARDENS, A SUBDIVISION OF A PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO AND PART OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ¾' IRON PIPE ON THE SOUTH RIGHT OF WAY LINE OF EAST 73RD AVENUE AND MARKING THE NORTHEAST CORNER OF BLOCK 18, NORTH SIDE GARDENS PER YANTORNO EXEMPTION PLAT PREPARED BY R.W.BAYER & ASSOCIATES:

THENCE FROM SAID POINT OF BEGINNING LEAVING THE SOUTH RIGHT OF WAY OF EAST 73RD AVENUE AND RUNNING ALONG THE WEST LINE OF NORTH SIDE GARDENS BUSINESS PARK AMENDED PLAT FOR LOT 2, S00°02'51"E 718.33' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT LOCATED ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 270, THENCE ALONG THE NORTH LINE OF SAID INTERSTATE 270 N71°07'48"W 276.55' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT, THENCE N76°10'51"W 217.92' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT, THENCE N84°32'50"W 57.00' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT, THENCE N00°01'16"W 40.35', THENCE S89°40'34"W 149.99' PASSING A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT AT 110.00', THENCE S00°02'39"W 7.14' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT, THENCE N75°23'21"W 330.75' TO A FOUND ALUMINUM COLORADO DEPARTMENT OF TRANSPORTATION MONUMENT, THENCE LEAVING SAID NORTH RIGHT OF WAY N00°03'34"E 344.60' TO THE NORTHWEST CORNER OF THE SUBJECT PROPERTY, THENCE S89°56'02"E 106.80', THENCE N00°03'58"E 107.00' TO THE SOUTH RIGHT OF WAY LINE OF EAST 73<sup>RD</sup> AVENUE, THENCE ALONG SAID RIGHT OF WAY S89°56'07"E 106.53', THENCE LEAVING SAID RIGHT OF WAY S00°03'58"W 107.00', THENCE S89°56'02"E 106.80 TO THE WEST RIGHT OF WAY LINE OF LAFAYETTE STREET, THENCE ALONG SAID RIGHT OF WAY S00°03'58"W 43.62', THENCE S89°57'21"E 39.47', THENCE N88°39'24"E 167.14', THENCE N00°01'17"W 37.82', THENCE N89°35'59"E 114.77' TO A FOUND 3/8" IRON PIPE, THENCE N89°36'05"E 128.00', THENCE N00°01'16"W 110.00' TO THE SOUTH RIGHT OF WAY LINE OF EAST 73RD AVENUE, THENCE ALONG SAID SOUTH RIGHT OF WAY N89°36'02"E 231.79' TO THE POINT OF BEGINNING.

#### **EXHIBIT B**

**Public Improvements:** See Attached.

Exhibit B – East 73<sup>rd</sup> Improvements

#### **EXHIBIT C**

**Public Improvements Design:** See Attached.

Exhibit B – East 73<sup>rd</sup> Improvements Design

**Construction Completion Date:** DECEMBER 31, 2020

Initials or signature of Developer:\_\_\_\_\_

**EXHIBIT B**  
**East 73<sup>rd</sup> Improvements Design**

**EXHIBIT B - EAST 73RD IMPROVEMENTS**

Red Central Two Industrial Subdivision Filing No. 1

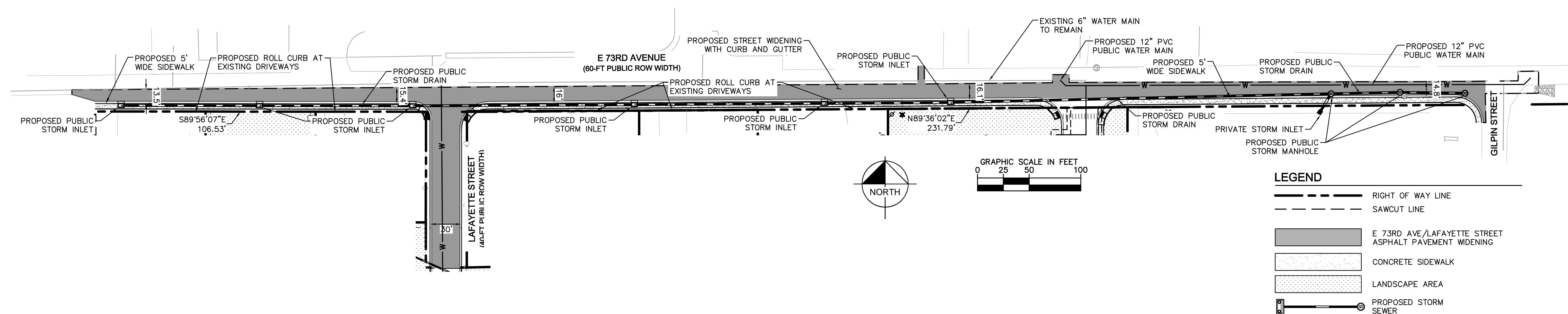
Engineers Estimate - Site Civil Related Public Improvements - East 73rd Avenue Improvements

28-May-19

ITEM	Unit	Estimate Quantity	Approximate Unit Price	Total Cost
<b>MOBILIZATION</b>				
Mobilization	ls	1.00	\$ 2,175.00	\$ 2,175.00
<b>SUBTOTAL</b>				<b>\$ 2,175.00</b>
				<b>\$ -</b>
<b>MISC/GENERAL CONDITIONS</b>				
Site Testing	ls	1.00	\$ 7,500.00	\$ 7,500.00
Site Layout	ls	1.00	\$ 3,500.00	\$ 3,500.00
<b>SUBTOTAL</b>				<b>\$ 11,000.00</b>
				<b>\$ -</b>
<b>EARTHWORK</b>				
Demo Existing	sf	45,500	\$ 0.55	\$ 25,025.00
Prep Subgrade	sf	45,500	\$ 1.08	\$ 49,140.00
Finish grade	sf	45,500	\$ 1.77	\$ 80,535.00
<b>SUBTOTAL</b>				<b>\$ 154,700.00</b>
<b>EROSION CONTROL</b>				
VTC	ea	1.00	\$ 475.00	\$ 475.00
Silt Fence	lf	2,500	\$ 1.70	\$ 4,250.00
<b>SUBTOTAL</b>				<b>\$ 4,725.00</b>
<b>SITE UTILITIES</b>				
Storm Inlets/Outlet Structures	ea	2.00	\$ 3,612.50	\$ 7,225.00
Relocate Fire Hydrants	ea	2.00	\$ 2,337.50	\$ 4,675.00
<b>SUBTOTAL</b>				<b>\$ 11,900.00</b>
<b>ASPHLAT PAVING</b>				
Asphalt Paving	sf	47,500	\$ 2.55	\$ 121,125.00
New Asphalt Patch	ls	29,650	\$ 3.00	\$ 88,950.00
Asphalt Striping Bid - Road	ls	1.00	\$ 8,075.00	\$ 8,075.00
<b>SUBTOTAL</b>				<b>\$ 218,150.00</b>
<b>SITE CONCRETE</b>				
Curb and Gutter	lf	1,850	\$ 35.00	\$ 64,750.00
Sidewalks & Flatwork (4")	sf	9,250	\$ 4.25	\$ 39,312.50
<b>SUBTOTAL</b>				<b>\$ 104,062.50</b>
<b>LANDSCAPING</b>				
Reset Mailboxes	ls	1.00	\$ 2,200	\$ 2,200.00
Repair Fencing	ls	1.00	\$ 2,500	\$ 2,500.00
Repair/Replace Landscaping	ls	1.00	\$ 6,750	\$ 6,750.00
<b>SUBTOTAL</b>				<b>\$ 11,450.00</b>
<b>SUBTOTAL</b>				<b>\$ 518,162.50</b>
Administrative Costs	20.00%			\$ 103,632.50
<b>SUBTOTAL</b>				<b>\$ 621,795.00</b>
Inflation Costs (1 Year)	5.00%			\$ 31,089.75
<b>TOTAL ESTIMATE COST</b>				<b>\$ 652,884.75</b>



K:\DEN\_Civil\096501002\_7220 Lafayette St\CADD\Exhibits\2019\_0722 ROW exhibit.dwg



7220 LAFAYETTE STREET  
PUBLIC RIGHT OF WAY EXHIBIT  
07/23/2019

**Kimley»Horn**

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.  
4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237  
PHONE: 303-228-2300