

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Country Club Ranchettes, LLC, 1635 E. Layton Drive, Englewood, CO 80113, 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 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 \$2,089,209, 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 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:
Grading, drainage ditches, ponds and culverts, and pavement. 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 DEDICATIONS WERE MADE AT THE TIME OF PLATTING.

Country Club Ranchettes, LLC
1635 E Layton Drive, Englewood CO 80113

By: Jay B. Scolnick By: _____
Name, Title Manager Name, Title

The foregoing instrument was acknowledged before me this 4 day of December, 2019, by Jay B. Scolnick as Manager of Country Club Ranchettes, LLC

My commission expires: 6-19-21

Address: 7125 W. Jefferson Ave #160 Linora C Furlong
Englewood, CO 80235 Notary Public

LINORA C FURLONG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974010195
MY COMMISSION EXPIRES JUNE 19, 2021

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 \$2,089,209. 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
ADAMSCOUNTY,COLORADO

Clerk of the Board

Chair

COUNTRY CLUB RANCHETTES SUBDIVISION

Development Agreement

Case No. PLT201900005

EXHIBIT A

Legal Description: LOTS 1 THROUGH 56, BLOCK 1, COUNTRY CLUB RANCHETTES,
FILING NO. 1, ADAMS COUNTY, COLORADO

EXHIBIT B

ATTACHED

Construction Completion Date: June 30, 2020

Initials or signature of Developer: _____

A handwritten signature in blue ink, appearing to read "J B [unclear]", is written over a horizontal line. Below this line is another horizontal line.

Exhibit B to SIA**Country Club Ranchettes Filing #1 Subdivision**

162nd Avenue & Hayesmount Road, Adams County, Colorado

SIA COSTS FOR PUBLIC IMPROVEMENTS

	Acct Name	Quantity	Unit	\$/Unit	AMOUNT
	<u>STORM SEWER</u>				
	Connect to existing Stub				\$3,200
208	18" RCP- Labor installed & material	230	LF	\$45	\$10,350
208	18" FES with dropwalls	4	ea	\$2,125	\$8,500
208	24" RCP	390	LF	\$65	\$25,350
208	24" FES with dropwalls	11	ea	\$3,645	\$40,095
208	30" RCP	390	LF	\$105	\$40,950
208	30" North Pond Headwall	1	Ea	\$2,645	\$2,645
208	4' x 2' Box Headwalls	1	Ea	\$5,685	\$5,685
208	4' x 2' Box Culvert- material	60	LF	\$405	\$24,300
208	8' x 4' Box Culvert- material installed	133	LF	\$685	\$91,105
208	8' x 4' Box Culvert- Labor to install	133	LF	\$605	\$80,465
208	8' x 4' & 7' x 3' Box Wingwalls	1	LS	\$83,500	\$83,500
208	6' x 3' Box Culvert- material installed	272	LF	\$525	\$142,800
208	6' x 3' Box Wingwalls	1	Ea	\$49,500	\$49,500
208	Outlet Structures, North Pond & South Pond	2	Ea	\$18,900	\$37,800
208	Concrete Trickle Channel	950	LF	\$49	\$46,550
208	30" Type M Soil Rip Rap (north & south ponds)	50	CY	\$81	\$4,050
208	Overflow Spillway Type L Rip Rap 2' North Pond	497	SY	\$49	\$24,353
208	Overflow Spillway Type L Rip Rap 2' South Pond	245	SY	\$49	\$12,005
208	Concrete cutoff wall outlet south pond	67	LF	\$145	\$9,715
208	Concrete cutoff wall outlet north pond	124	LF	\$144	\$17,856
	Total Storm Sewer Costs				\$760,774
	<u>Roadway</u>				
224	Shoulders-material and labor	9,860	SY	\$7.32	\$72,175
224	Deceleration Lane-Hayesmount Road	4,190	SY	\$23.00	\$96,370
224	Pavement Streets- 6"	31,014	SY	\$6.60	\$204,692
224	Pavement Streets- 4"	23,110	SY	\$19.50	\$450,645
224	Mobilization				\$1,500
225	Fire Access 24' wide, 6" deep CL 6 Base Course	1,026	SY	\$10.50	\$10,773
227	South Pond Access CL 6, 6" deep	593	SY	\$10.50	\$6,227
227	North Pond Access CL 6, 6" deep	946	SY	\$10.50	\$9,933
229	Soils Eng/Compaction Testing		\$0.00		\$10,000
217	Sub-Grade Preparation, 12" scarify & recompact	34,649	SY	\$0.96	\$33,263
226	Street Sign Fees	\$19	\$0.00		\$1,750
	Total Roadway Costs				\$897,328
	SIA Total Public Improvement Budget				\$1,658,102
	20% Administrative				\$331,620
	Sub-Total				\$1,989,723
	5% Inflation				\$99,486
	Total SIA Costs including inflation & Administrative Fee				\$2,089,209

Jim Bavel 12-6-2019