#### SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Pecos Logistics Park, LLLP, 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.

- a. <u>Developer's Obligations.</u> 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 Exhibits C, D, E and F and the signal design included in Exhibit B attached hereto, and by this reference made a part hereof.
- b. <u>County's Obligations</u>. County shall furnish, at its own expense, all engineering and other services and necessary permits in connection with the design of the half street improvements described and detailed in Exhibit B. Developer shall be responsible for the construction and costs for improvements on the west half of Pecos Street as outlined in Exhibit B.
- 2. **Drawings and Estimates**. The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit B, C, D, E and F for approval by the County. Cost estimates are detailed on Exhibit G. 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 Exhibits B, C, D, E and F.
- 4. **Time for Completion**. Improvements shall be completed according to the terms of this agreement by no later than December 31, 2021. 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, C, D and E. 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 \$2,548,622, 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 Preliminary Acceptance.

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. No certificate of occupancy will be issued until the improvements described in Exhibit B, C, D and E have been preliminarily accepted by the Department of Public Works.

Building permits will only be issued if access for emergency vehicles is provided and a temporary sediment basin is constructed. To facilitate the construction of the sediment basin, grading and retaining wall(s) construction will be required. The County agrees to issue grading, utility and retaining wall permits in advance of final plat approval and building permits to accommodate this requirement. A Certificate of Occupancy will not be issued until such time as the permanent pond is constructed and accepted by Adams County and the improvements described in Exhibits B, C, D, E and F have been preliminarily accepted by the Department of Public Works.

6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibits B, C, D and E 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.

Developer shall maintain all landscape and water quality features included in public right-of-way as designated on Exhibits B, C, D and E.

- 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:

Public improvements include half street improvements on Pecos St, 56<sup>th</sup> Avenue, Tejon St and Vallejo St. Improvements to consist of improved roadway cross sections, curb and gutter, sidewalks, water quality swales, utilities and landscaping. Developer shall design and construct Pecos temporary transition details, Adams County shall design and construct Pecos median structure.

See Exhibits B, C, D and E for detailed description.

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 Exhibits B, C, D and E.

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:

Right of way along Pecos Street, 56<sup>th</sup> Avenue and Vallejo Street are to be dedicated by the Final Plat and the Platting Process.

Jason J. Miller Authorized Signatory Pecos Logistics Park, LLLP Developer	
By: Name, Title	By: Name, Title
The foregoing instrument was acknown 2020, by	owledged before me this day of,
My commission expires:	
Address:	Mataux Dulalia
APPROVED BY resolution at the n	eeting of, 2020
shall be required in the amount of	with this agreement and construction of public improvement \$2,548,622. No building permits shall be issued until sait required and in a form acceptable to the Board of Count
ATTEST:	BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO
Clerk of the Board	Chair

### EXHIBIT A

Legal Description: See attached Legal Description							
Public Improvements: See attached Exhibits B, C, D, E							
Construction Completion Date: By December 31, 2021							
Initials or signature of Developer:							

# PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

#### LIST OF EXHIBITS TO THE AGREEMENT

**Exhibit A:** Pecos Logistics Park Legal Description

**Exhibit B:** Pecos Street Improvement Drawings & Proposed New Pecos Street

**Traffic Signal Drawings** 

**Exhibit C:** 56<sup>th</sup> Street Improvement Drawings

**Exhibit D:** Vallejo Street Improvement Drawings

**Exhibit E:** Tejon Street Improvement Drawings

**Exhibit F:** Tract A Detention Pond Drawings

**Exhibit G:** Opinion of Estimated Costs for Exhibits B-F

## PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

#### EXHIBIT A: LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER <sup>1</sup>/<sub>4</sub> CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A FOUND 2" DIA. ALLOY CAP STAMPED PLS 24942 IN RANGE BOX; THENCE S02°55'20"W, 924.39 FEET TO THE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000084369, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PECOS STREET; THENCE ALONG THE SAID WEST RIGHT-OF-WAY LINE OF PECOS STREET THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

- 1. THENCE S00°59'29"E, 297.70 FEET;
- 2. THENCE S00°58'57"E, 117.77 FEET;
- 3. THENCE S00°00'00"W, 100.17 FEET;
- 4. THENCE S00°06'02"E, 147.43 FEET;
- 5. THENCE S00°00'00"W, 742.71 FEET;
- 6. THENCE S89°48'07"W, 10.30 FEET;
- 7. THENCE S00°00'00"W, 267.86 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PECOS STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 56TH AVENUE THE FOLLOWING FIVE (5) COURSES:

- 1. THENCE S89°48'07"W, 948.20 FEET:
- 2. THENCE S00°05'00"E, 10.00 FEET:
- 3. THENCE S89°48'07"W, 271.20 FEET;
- 4. THENCE N00°05'00"W, 10.00 FEET;
- 5. THENCE S89°48'07"W, 30.00 FEET TO A POINT ON THE EAST LINE OF TEJON STREET;

THENCE N00°05'00"W ALONG THE SAID EAST LINE OF SAID TEJON STREET, 481.60 FEET; THENCE DEPARTING FROM SAID EAST LINE OF SAID TEJON STREET S89°48'07"W, 362.20 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2012000088342 OF THE ADAMS COUNTY RECORDS; THENCE S00°05'00"E ALONG THE EAST LINE OF SAID PARCEL OF LAND AND SAID LINE EXTENDED, 276.60 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2016000021659 OF THE ADAMS COUNTY RECORDS; THENCE S89°48'07"W ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 332.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS; THENCE N00°05'00"W ALONG THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, 90.62 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2013000012831 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF VALLEJO STREET; THENCE N89°48'07"E ALONG THE SOUTH LINE OF VALLEJO STREET, 10.00 FEET TO A POINT ON THE EAST LINE OF VALLEJO STREET; THENCE ALONG THE EAST LINE OF VALLEJO STREET THE FOLLOWING TWO (2) COURSES:

- 1. THENCE N00°05'00"W, 314.38 FEET;
- 2. THENCE N00°01'00"E, 393.38 FEET;

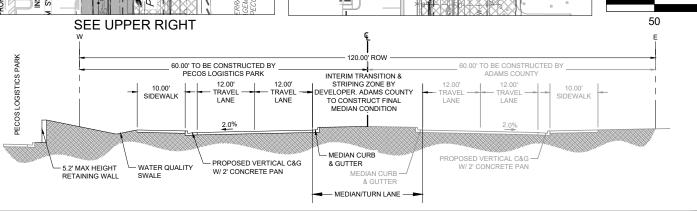
THENCE S89°51'16"W, 10.00 FEET; THENCE N00°01'00"E ALONG THE EAST LINE OF VALLEJO STREET AND SAID LINE EXTENDED, 517.61 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2007000058444 OF THE ADAMS COUNTY RECORDS, SAID POINT BEING ON THE SOUTH LINE OF THE BNSF RAILROAD RIGHT-OF-WAY AS RECORDED AT RECEPTION NO. 2019000015214 OF THE ADAMS COUNTY RECORDS; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SAID BNSF RAIRLROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 396.20 FEET, A RADIUS OF 1475.85 FEET, A CENTRAL ANGLE OF 15°22'53", A CHORD DISTANCE OF 395.01 FEET AND WHOSE CHORD BEARS \$85°50'00"W TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BNSF RAILROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 106.88 FEET, A RADIUS OF 1382.69 FEET, A CENTRAL ANGLE OF 04°25'43", A CHORD DISTANCE OF 106.85 FEET AND WHOSE CHORD BEARS \$75°19'31"W; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD \$73°06'32"W, 181.25 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE N00°16'37"W ALONG THE SAID WEST LINE OF THE SAID SOUTHWEST ¼ OF SAID SECTION 9, 104.36 FEET; THENCE N73°06'39"E ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD, 151.41 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD, 151.41 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 115.66 FEET, A RADIUS OF 1482.69 FEET, A CENTRAL

ANGLE OF 04°28'10", A CHORD DISTANCE OF 115.63 FEET AND WHOSE CHORD BEARS N75°20'49"E TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 737.76 FEET, A RADIUS OF 1575.85 FEET, A CENTRAL ANGLE OF 26°49'26", A CHORD DISTANCE OF 731.04 FEET AND WHOSE CHORD BEARS S88°26'43"E; THENCE CONTINUING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF THE BNSF RAILROAD S75°02'00"E, 560.87 FEET; THENCE N01°28'00"W, 125.57 FEET; THENCE N88°32'00"E, 427.11 FEET; THENCE S75°02'00"E, 47.91 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND IN DEED RECORDED AT RECEPTION NO. 2018000084369 OF THE ADAMS COUNTY RECORDS; THENCE N02°21'23"E ALONG THE WEST LINE OF SAID PARCEL OF LAND, 86.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE N85°52'05"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND, 617.19 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS, STATE OF COLORADO

THE ABOVE DESCRIBED PARCEL CONTAINS 2,899,197 SQUARE FEET OR 66.56 ACRES MORE OR LESS.

### **EXHIBIT B - PECOS STREET IMPROVEMENTS** SEE LOWER LEFT CURB GUTTER -INSTALL CURB, ( INTERSECTION INSTALL HMA 77192 ĆURB -INSTALL CONCRETE PAVEMENT INSTALL CURB, GUTTER AND SIDEWALK INSTALL CURB, AND SIDEWALK CTOR TO INSTALL STRIPING PROPOSED TEMPORARY CONSTRUCTION EASEMENT N N RAMP **EXISTING** -INSTALL CURB ADJUST EXISTING MANHOLE MANHOLE NSTALL CURB EXISTING ADJUST ROVEMENTS BY DEVELOPER 4199 M RAMP CURB TE ASSET 17 LLC STREET ROPOSED INSTALL SYSTEM 0 100



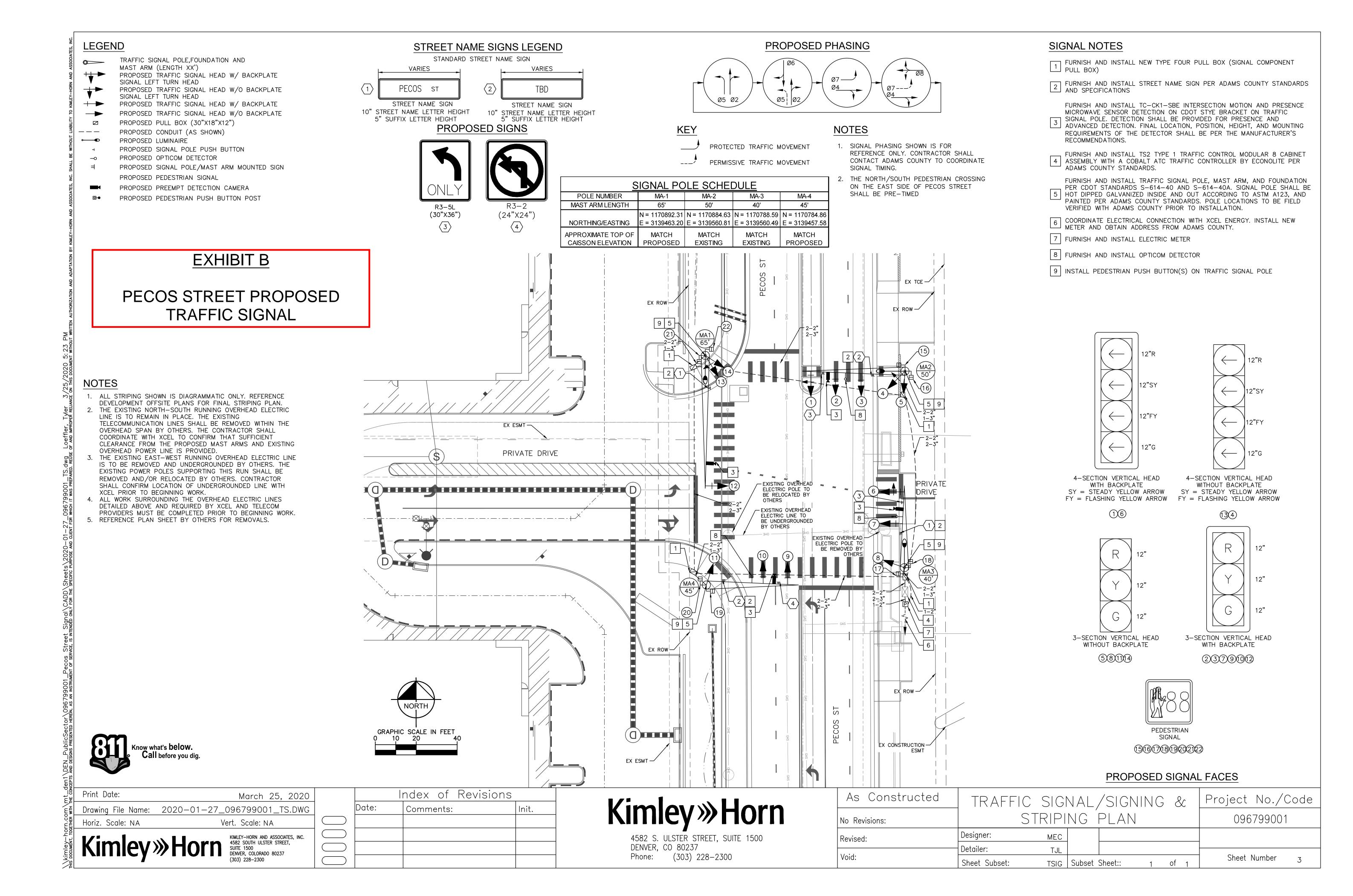


NORTH PECOS STREET
EXHIBIT
PECOS LOGISTICS PARK

**SHEET** 

В

SCALE:1" = 100' DATE: 04/03/20



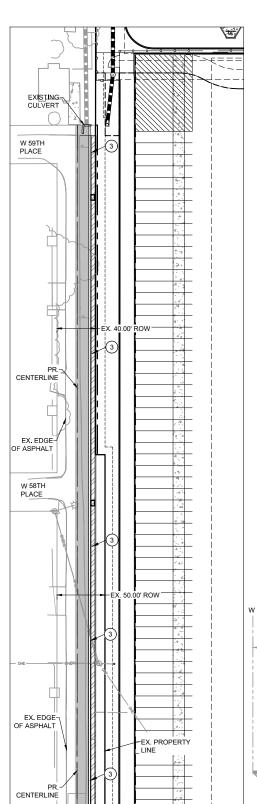


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**WEST 56TH AVENUE EXHIBIT** PECOS LOGISTICS PARK

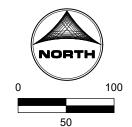
SCALE:1" = 100' DATE: 04/03/20

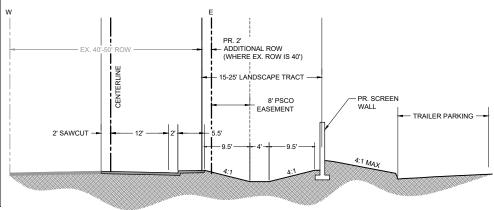
### **EXHIBIT D - VALLEJO STREET IMPROVEMENTS**



#### **KEYNOTES:**

- 1) VERTICAL CURB AND GUTTER W/ 2' PAN
- (2) 5' WALK
- (3) VERTICAL CURB AND GUTTER W/ 2' PAN AND WALK
- 4 OVERHEAD UTILITY TO REMAIN
- 1 4" SOLID DOUBLE YELLOW STRIPE
- $\overline{\langle 2 \rangle}$  4" SOLID WHITE STRIPE







HRGreen.com

SEE TOP LEFT

VALLEJO STREET
EXHIBIT
PECOS LOGISTICS PARK

SHEET

 $\square$ 

SCALE:1" = 100' DATE: 04/23/20

**EXHIBIT** 

PECOS LOGISTICS PARK

Ε

SCALE: 1" = 60'

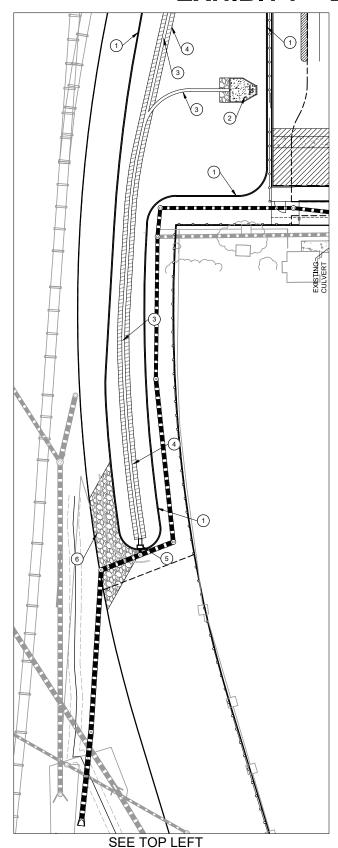
DATE: 12/13/19

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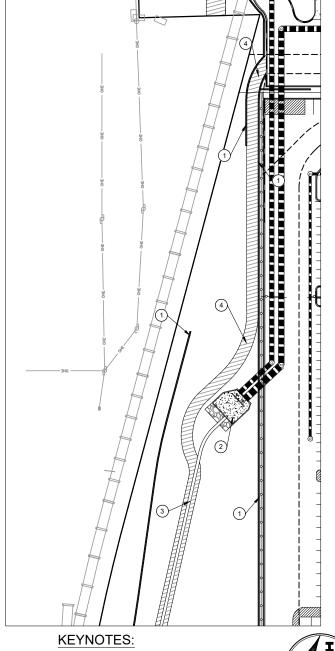
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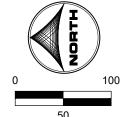
### **EXHIBIT F - DETENTION POND**



SEE BOTTOM RIGHT



- 1 RETAINING WALL
- (2) FOREBA
- (3) TRICKLE CHANNEL
- (4) MAINTENANCE ACCESS
- 5 OUTLET STRUCTURE6 EMERGENCY OVERFLOW



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DETENTION POND
EXHIBIT
PECOS LOGISTICS PARK

SHEET

F

SCALE: 1" = 60' DATE: 04/22/20

## PECOS LOGISTICS PARK SUBDIVISION IMPROVEMENTS AGREEMENT

### EXHIBIT G: OPINION OF ESTIMATED COSTS FOR OFF-SITE STREET IMPROVEMENTS

		unit of					
Description	Quantity	measure	amount		total		
Pecos Street							
Layout	1214	If	\$	9 \$	10,926		
Sawcutting	1519			3 \$	4,557		
Demolition	32708			2 \$	65,416		
Excavation	48194			1 \$	49,640		
Street Utilities	1519		\$ 10		162,108		
Street Curb & Gutter	1482		\$ 1		26,469		
10' City Sidewalk	12340			5 \$	57,258		
Curbcuts	986		\$ 1		11,852		
City Handicap Ramps	5		\$ 1,85		9,250		
Asphalt Paving	3545		\$ 5		194,089		
Striping & Signage	1449		\$ 1		14,186		
Bio-Swale	1519		\$ 5		75,950		
Traffic Signal	1		\$ 225,00		225,000	\$ 906,699	Exhibit B - Pecos Street
56th Street							
Layout	1276		•	9 \$	11,484		
Sawcutting	1276			3 \$	3,828		
Demolition	7656			1 \$	8,651		
Excavation	26242			1 \$	27,554		
Street Utilities	308		\$ 8		26,787		
Street Curb & Gutter	1304		\$ 1		23,276		
5'-0" Sidewalk	6340			5 \$	30,495		
City Handicap Ramps	1	ea	\$ 1,85	0 \$	1,850		
Asphalt Paving	507	sy	\$ 7	0 \$	35,490		
Striping & Signage	4224	If	\$	2 \$	8,448		
Traffic Control	1276	If	\$ 1	0 \$	12,760	\$ 190,624	Exhibit C - 56th Street
Vallejo Street	1020	ı£			0.370		
Layout	1030		•	9 \$	9,270		
Sawcutting	1030			3 \$	3,090		
Demolition	10300			1 \$	11,639		
Excavation	21033			1 \$	21,664		
Erosion Control	1		\$ 5,86		5,860		
Bio-Swale	1030		\$ 5		51,500		
Street Curb & Gutter	1030		\$ 1		18,355		
City Sidewalks	5150			6 \$	30,488		
Asphalt Paving	704		\$ 8		56,700		
Rotomill & Overlay Existing Asphalt	687		\$ 3		21,297		
Striping & Signage	2060			2 \$	4,120		
Signage	6		\$ 25		1,500	4 252.000	5 1 1 1 1 5 1 1 1 1 5 1 1 1 1 1 1 1 1 1
Traffic Control	1030	If	\$ 1	5 \$	15,450	\$ 250,933	Exhibit D - Vallejo Street
Tejon Street							
Layout	530	If	\$	9 \$	4,770		
Sawcutting	656			3 \$	1,968		
Demolition	17166			1 \$	18,024		
Excavation	26076			1 \$	36,767		
Street Curb & Gutter	621		, \$ 1		11,004		
5' Sidewalk	2710			5 \$	13,252		
City Handicap Ramps	1		\$ 1,85		1,850		
Asphalt Paving	2479		\$ 6		148,740		
Striping & Signage	1128			2 \$	2,504		
Traffic Control	530		\$ 1		7,950		
Misc.	530		\$ 2		10,611	\$ 257,440	Exhibit E - Tejon Street
					• •		·
Tract A Pond and Outfall Structure							
Surveying & Layout	1	ea	\$ 7,50	0 \$	7,500		
Excavation & Grading	1	ea	\$ 64,65	0 \$	64,650		
Forebays	1	ea	\$ 42,00	0 \$	42,000		
Landscaping	1	ea	\$ 32,32	5 \$	32,325		
Trickle Channel	1		\$ 24,12		24,125		
Maintenance Road	1	ea	\$ 18,54		18,540		
Type "L" Rip Rap	1		\$ 90,16		90,160		
Outlet Structure	1	ea	\$ 41,40	0 \$	41,400	\$ 320,700	Exhibit F - Tract A Detention Pond

	Year 1		Year 2
Cost Estimate from Exhibit "B-F"	\$	1,926,396	
Additional 20% for Administration	\$	385,279	
Total Cost with 20% Admin	\$	2,311,675	
Additional 5% per year of Total Cost with 20% Admin	\$	115,584	\$ 121,363
Total Cost Per Year	\$	2,427,259	\$ 121,363
Grand Total			\$ 2,548,622