

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams State of Colorado, hereinafter called "County," and Powder Coating & Welding Works, Inc., hereinafter called "Developer".

The purpose of this Development Agreement is to specify certain public improvements to be constructed by the Developer as described in Exhibit "A" and to provide payment to the County for certain public improvements as described in Exhibit "B". These public improvements consist of new roadway asphalt, storm sewer pipe and curb, gutter and sidewalk as described in Exhibits "A" and "B".

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 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 as described in Exhibits "A" and "B".

WHEREAS, Developer shall provide the County a cash-in-lieu rather than construct certain improvements as described in Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** The 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 in Exhibit "A" 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. **Cash-in Lieu.** The Developer shall furnish cash-in-lieu in accordance with the improvements and estimated costs detailed in Exhibit "B" and as described in paragraph 6 of this Development Agreement.
4. **Construction,** Developer shall furnish and construct, at its own expense and in accordance with the drawings and materials approved by the County, the improvements described in Exhibit "A".

5. **Time for Completion.** Improvements shall be completed according to the terms of this agreement and within the “construction completion date”, September 30, 2021. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all improvements appearing in said Exhibit “A”. 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.
6. **Payment of Cash-in-Lieu.** Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit “B” in the amount of \$11,875.00.
7. **Guarantee of Compliance.** No building permits shall be issued until said cash-in-lieu is furnished in the amount required and, in a form, acceptable to the Board of County Commissioners. No certificate of occupancy shall be issued until the improvements described in Exhibit “A” have been preliminarily accepted by the Department of Public Works and the Community Economic and Development Department.
8. **Acceptance and Maintenance of Public Improvements.** All improvements designated as “public” on Exhibit “A” 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 sure repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

Landscaping maintenance within the right-of-way adjacent to property shall be the responsibility of the property owner and/or owners association as indicated in Section 5-03-05-04 of the County’s Development Standards and Regulations. All landscaping within the public right-of-way shall consist of native vegetation and can be removed by the Public Works Department for the maintenance and construction of drainage and roadway improvements.
9. **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.
10. **Improvements and Conveyance.** The undersigned Developer hereby agrees to provide payment for the following improvements, and to convey the described easement.

**A. Improvements.** Public Improvements:

- a. Developer shall furnish and construct the improvements in accordance with all County requirements and specifications as described and detailed in Exhibit “A”.

b. Developer shall provide fees-in-lieu for all improvements described and detailed in Exhibit "B".

**B. Public dedication of land for right-of-way purposes or other public purpose.** A deed for dedication of land for right-of-way purposes has been provided to Adams County. No further dedication is required by the Developer.

Developer: **Powder Coating & Welding Works, Inc.**

By: \_\_\_\_\_  
Manager

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_\_\_.

No building permits shall be issued until said cash-in-lieu is furnished in the amount required and, in a form, acceptable to the Board of County Commissioners. No certificate of occupancy shall be issued until the improvements described in Exhibit "A" have been preliminarily accepted by the Department of Public Works and the Community Economic and Development Department.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_

\_\_\_\_\_

Clerk of the Board

Chair

## **EXHIBIT “A”**

### **Description of Work:**

The property owner will build a new building, parking lot, and drainage facilities for the site at 7631 Dahlia Street, Commerce City, CO. Parcel Number; 0172131200012

## EXHIBIT “B”

### Public Improvements: 7631 Dahlia Street – PROPOSED ROW BUILDOUT

<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>		<u>Est Unit Cost</u>	<u>Est Cost</u>
<b>TRANSPORTATION</b>					
Full-Depth Asphalt	188	SY	\$	30	\$5,640.00
6" Curb and Gutter	107	LF	\$	15	\$1,605.00
5' Sidewalk	42	SY	\$	15	\$630.00
ADA Curb Ramps	2	EA	\$	2,000	\$4,000.00
<b>Total</b>					<u>\$11,875.00</u>
Cost Estimate from Exhibit B					\$11,875.00
Additional 20% for Administration					<u>\$2,375.00</u>
Total Cost with 20% Admin					\$14,250.00
Additional 5% per year of Total Cost with 20% Admin					\$712.50
Total					<u><u>\$14,962.50</u></u>

Construction Completion Date: September 30, 2021