

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Fort Lupton, County of Weld, State of Colorado, hereinafter called "City" and FL Mountain Sky, LLC, a Colorado limited liability company, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of real property in the City of Fort Lupton, County of Weld, 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 City Council of Fort Lupton that where designated the Developer shall have entered into a written agreement with the City 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 City. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the City.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the City, 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 City may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the City a cash escrow deposit or other acceptable collateral, releasable only by the City, to guarantee compliance with this agreement. Upon completion of said improvements constructed according to the terms of this agreement, the collateral shall be released. Completion of said improvements shall be determined solely by the City, and a reasonable part of said collateral may be retained to

guarantee maintenance of public improvements for a period of one year from the date of completion.

6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the City 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 City, shall become necessary. If, within ten days of written notice to the Developer from the City requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make the same, the City 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. Designate separately each public and private improvement.

Public Improvements:

Completion of Phase I on-site improvements for the Mountain Sky Subdivision shall include:

- Construction of sanitary sewer from point of connection north of the northeast corner of the site to south side of CR 29 ½ including stubouts for extension into future filings.
- Construction of a water main extension along the Mountain Sky Drive south to County Road 29 ½ including stubouts for extension into future filings.
- Construction of a water main within County Road 29 ½ to the existing water main located near the water tank.
- Construction of a bypass drainage swale along the north property line from CR 29 east to CR 29 ½ including a partial box culvert for CR 29 ½.
- Construction of onsite storm sewer system within Filing No. 1 including stubouts for extension into future filings.
- Construction of internal roadways within Filing No.1 including streetscape, signage and striping.
- Construction of one-half street section for CR 29 ½ along frontage for Filing No. 1 including streetscape improvements, signage, striping, barriers, and lane transitions to align with existing 24 feet wide gravel road.
- Construction of a park and open space within Filing No. 1 including associated trails and landscape amenities.

See Exhibit "B" for description, estimated quantities and estimated construction

costs.

The improvements shall be constructed in accordance with all City 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 City Council of Fort Lupton, the Developer hereby agrees to convey by warranty deed to the City of Fort Lupton the following described land for right-of-way or other public purposes:

All right-of-ways and associated land for other public purposes was dedicated and conveyed to the City by warranty deed with the recording of the Final Plat for the Mountain Sky Subdivision as filed for record in the Office of the Weld County Clerk and Recorder in the State of Colorado on the ____ day of _____, _____.

FL Mountain Sky, LLC

Developer

By: _____
Gene Osborne., Manager

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____.

My commission expires: _____

Address: _____

Notary Public

Development Agreement
Mountain Sky Subdivision
FL Mountain Sky, LLC
Fort Lupton, Colorado

APPROVED BY resolution at the meeting of the Fort Lupton City Council, this _____ day of _____, 2016.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$_____. No Building Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Fort Lupton City Council.

ATTEST:

FORT LUPTON CITY COUNCIL
WELD COUNTY, COLORADO

Chairman

EXHIBIT A

Legal Description: See subdivision plans.

EXHIBIT B

Public Improvements: Street Name/s

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
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See engineers cost estimate attached.

Construction Completion Date:

Initials or signature of Developer: _____
