

TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 03 (SERIES 2021)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS
FOR AIRWALK BUSINESS PARK PARCEL B

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of Airwalk Business Park Parcel B ("Developer") on the condition that certain required improvements as listed in the Bill of Sale as **Exhibit A**, attached hereto and incorporated herein ("Public Improvements") be constructed, conveyed and dedicated to Gypsum consistent with the plans approved by Gypsum; and

WHEREAS, the Town Engineer and Public Works Department has reviewed and inspected the Public Improvements and has determined that they have been constructed in compliance with Gypsum specifications; and

WHEREAS, Developer has provided reproducible as-built mylar and AutoCAD drawings, an affidavit affirming payment for all materials and work related to the construction of these Public Improvements and provided warranty security for all construction related to the Public Improvements.

NOW, THEREFORE, be it resolved and agreed by the Town Council of the Town of Gypsum, Colorado, and Developer that the Public Improvements, as listed in the Bill of Sale attached as Exhibit A, are hereby dedicated and conveyed to, and accepted by, Gypsum.

Introduced, read, and approved by the Town Council of the Town of Gypsum, Colorado, at its regular meeting held at the Town of Gypsum on the 12th day of January, 2021 by a vote of 7 in favor and 0 against.

TOWN OF GYPSUM

BY: 
Stephen M. Carver, Mayor

ATTEST:

BY: 
Lily Lubertovics

EXHIBIT A
BILL OF SALE

BILL OF SALE
ILB Partners I, LLC

KNOW ALL MEN BY THESE PRESENTS: ILB Partners I, LLC (the "Developer"), for and in consideration of the mutual promises and assurances made herein, the sufficiency of which is hereby acknowledged, and other valuable consideration by the Town of Gypsum, Colorado, a home rule municipality organized pursuant to Article XX of the Colorado Constitution, ("Gypsum"), according to the terms and conditions contained hereon has bargained and sold and by these presents does dedicate, grant and convey unto Gypsum, its successors and assigns, the following property:

The water main line, fire hydrant, and related appurtenances (excluding services), as described in Exhibit A, attached hereto and incorporated herein ("Public Improvements"), which were constructed by Developer to serve the property generally known as Parcel B1 and Parcel B 2 of the Airwalk Business Park Parcel B Final Plat recorded on July 29, 2020 at Reception No. 202012164 at the Eagle County Clerk and Recorders office, Eagle County, Colorado.

To have and to hold the same, unto Gypsum, its successors and assigns forever, and Developer, for itself, its successors or assigns, covenants and agrees to and with Gypsum, its successors and assigns, to warrant and defend the sale of said Public Improvements, hereby made unto Gypsum, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Public Improvements to Gypsum, its successors and assigns, is made free from any claim or demand whatsoever.

The Developer further agrees and assures:

1. That all the Public Improvements described herein were installed in substantial compliance with Gypsum's Ordinances, Rules and Regulations and applicable construction standards, and that they are in first-class working order, free from any defect whatever.
2. That no charges for materials or labor are due and payable on any of the Public Improvements described herein, and that Developer shall indemnify, defend, and hold Gypsum and its agents, employees, engineers and attorneys, harmless from and against all claims, damages, judgements, losses, and expenses of every nature, including reasonable attorney's fees, arising at any time out of defects in materials or workmanship of Developer and its employees, subcontractors and their employees, and all other persons directly or indirectly performing work for Developer on the Public Improvements described herein.
3. During the period of three (3) years after the effective date of this acceptance, Developer shall, at its sole cost and expense make all needed and necessary repairs and replacements to the Public Improvements due to defective materials, design and/or workmanship, breach of contract or failure to abide by Gypsum approved plans or standards. If after thirty (30) days from mailing of a written notice to

Developer requesting repairs, which thirty (30) days shall be extended for weather conditions preventing such work, Developer shall not have undertaken with due diligence to make such maintenance or repairs, then Gypsum may make the same at Developer's expense, either by bid or negotiated price. In case of emergency, such thirty (30) day period is waived.

- 4. Developer has posted a three-year warranty in cash in the amount of \$7,912.50 to repair defects to the Public Improvements arising within the three-year warranty period. Should defects arise during the warranty periods, Developer shall extend the warranty of cash to provide a full three-year warranty period following the repair of the defect to Gypsum's reasonable satisfaction. Should the Town, because of weather or otherwise be prohibited from making proper inspection of the improvements to determine their acceptance prior to the expiration of the warranty period and letter of credit or cash, the warranty period and letter of credit or cash shall be extended for such time as is reasonably necessary to allow inspection. This paragraph shall not limit Gypsum's right to pursue any other legal means to collect the costs incurred to repair any defects during the warranty period, including withholding building permits, certificates of occupancy, or any other approvals requested by Developer or for any phase of the Subdivision.

IN WITNESS WHEREOF, the Developer has caused its name to be hereunto subscribed this 31st day of December, 2020

DEVELOPER

ILB PARTNERS I, LLC

BY: [Signature]

TITLE: manager

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing instrument was subscribed and sworn to before me this 31st day of December, 2020 by Robert T Trotter as manager of ILB Partners I, LLC.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: 02/11/2024

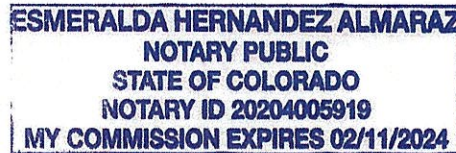


EXHIBIT A
SECURITY AS-BUILT

Scott Green Excavating, Inc.

P.O. Box 1237
Gypsum, CO 81637

Invoice

DATE	INVOICE #
9/10/2020	2597

BILL TO
ILBI Partners Rob Trotter 11157 Gypsum Creek Road Gypsum, CO 81637

P.O. NO.	TERMS	PROJECT
	Due on receipt	

DESCRIPTION	QUANTITY	RATE	AMOUNT
Install 8" DIP to new fire hydrant Parcel B Airwalk Business Center			
Contract Price Original Estimate	1	48,000.00	48,000.00
Contract Price Additional Footage	1	9,000.00	9,000.00
Contract Price Additional <u>8x6 Tee and Valve for future service PSI</u>	1	2,700.00	2,700.00
<div style="border: 1px solid blue; padding: 5px; margin: 10px auto; width: fit-content;"> <p>Three-Year Warranty: $\\$48,000 + \\$9,000 = \\$57,000$ $15\% \text{ of } \\$57,000 = \\$8,550.00$</p> </div>			
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>Total list of water assets added to Town inventory (Nth to Sth):</p> <ol style="list-style-type: none"> 1) 12"x12"x8" tee and 8" valve. 2) 510' of 8" Ductile Iron Pipe. 3) 8" x 8" x 6" tee and 6" gate valve. 4) 6" gate valve to fire hydrant. 5) Fire hydrant. </div>			
All work is complete!		Total	\$59,700.00