TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 11 (SERIES 2021)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS FOR BUCKHORN VALLEY PHASE 5

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of BV Tomahawk, LLC ("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 23rd day of February, 2021 by a vote of in favor and _____ against.

TOWN OF GYPSUM

tephen M. Carver, Mayor

ATTEST:

BY: Lily/udew

EXHIBIT A BILL OF SALE

BILL OF SALE BUCKHORN VALLEY PHASE 5

KNOW ALL MEN BY THESE PRESENTS: BV Tomahawk, LLC, ("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 street and sidewalk extension of Bridger Drive, street and sidewalks of Tomahawk Drive, all potable water main lines with fire hydrants and related appurtenances (excluding services), sanitary sewer main lines and related appurtenances (excluding services), all street signs, all street lights, and storm drainage improvements with the road platforms, including all related real and personal property, as described in Exhibit A, attached hereto and incorporated herein ("Public Improvements"), which were constructed or otherwise acquired by Developer to serve the property generally known as Buckhorn Valley Phase 5.

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 one (1) year for potable water, sanitary sewer, street lights, and street signs and three (3) years for road and sidewalk improvements 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

Kr

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 letter of credit to repair defects to the Public Improvements arising within the one and three year warranty period. Should defects arise during the warranty periods, Developer shall extend the letter of credit so as to provide a full one 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 security, the warranty period and security 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 Deve | loper has caused its name t_, 2021. | to be hereunto | subscribed th | is |
|------------------------------|-------------------------------------|----------------|---------------|----|
| | DEVELOPER | | | |
| | BV Tomahawk, LLC | 1,- | | |

STATE OF COLORADO)

DAUAS) ss.

COUNTY OF EAGLE

The foregoing instrument was subscribed and sworn to before me this 27th day of , 2021, by John V. Hill as Vice- President of BV Tomahawk, LLC.

John V. Hill,

Witness my hand and official seal.

Notary Public

My Commission expires: 1/21-2023

SANDRA BAUER
Notary Public, State of Texas
Comm. Expires 11-21-2023
Notary ID 128806675

Vice-President

EXHIBIT A PUBLIC IMPROVEMENTS



Exhibit A Public Improvements

Public Infrastructure Transferred to Town of Gypsum

| DESCRIPTION | UNIT | QTY | CONTRACT VALUE | |
|--|----------------|-------------|-------------------|---|
| Mobilization MISC | LS | | 1 | 20.000.00 |
| Traffic Control | LS | 1 | \$ | 20,000.00 |
| Construction Surveying & as-builts | LS | | - | 0.000.00 |
| | LS | 1 | \$ | 8,000.00 |
| Geotechnical Testing | | 0 | \$ | 10,000.00 |
| Clearing and Grubbing | LS | 1 | \$ | 4,000.00 |
| Revegetation | Acre | | \$ | 7,500.00 |
| TOTAL MISC | | • | \$ | 49,500.00 |
| Bridger (Sta 0+00 - 4+08) | THWORK | 5 | | |
| Topsoil Remove & Stockpile (6") | CV | 4.1. | T _A | |
| Topsoil Replace (4" in landscape | CY | 326 | \$ | 978.00 |
| Excavation | CY | 80 | \$ | 400.00 |
| | CY | 576 | \$ | 2,304.00 |
| Embankment | CY | 105 | \$ | 945.00 |
| Subgrade Preparation roads/ walks | SY | 2,166 | \$ | 3,666.00 |
| Tomahawk (Sta 1+72 - 8+23) | | | _ | |
| Topsoil Remove and Stockpile (6") | CY | 455 | \$ | 1,365.00 |
| Topsoil Replace (6" in landscape | CY | 110 | \$ | 550.00 |
| Excavation | CY | 720 | \$ | 2,880.00 |
| Embankment | CY | 255 | \$ | 2,295.00 |
| Subgrade Preparation roads/ walks | SY | 2166 | \$ | 4,332.00 |
| Bowie (Sta 0+50 - 6+31) | | | \$ | |
| Topsoil Remove and Stockpile (6") | CY | 474 | \$ | 1,422.00 |
| Excavation | CY | 782 | \$ | 3,128.00 |
| Embankment | CY | 25 | \$ | 225.00 |
| TOTAL EARTHWO | ORKS | | \$ | 24,490.00 |
| | SITE | | | |
| Bridger (Sta 0+00 - 4+08) | | | | |
| Asphalt (4") | TN | 270 | \$ | 28,350.00 |
| Basecourse (6") road, curb, | TN | 597 | \$ | 19,701.00 |
| Concrete curb and gutter | LF | 760 | \$ | 19,000.00 |
| Concrete sidewalk (4' wide) | LF | 760 | \$ | 30,400.00 |
| Concrete ADA ramp | EA | | | T - 1 1 2 2 2 1 1 1 1 2 1 1 1 1 1 1 1 1 1 |
| Signage | EA | 1 | \$ | 2,100.00 |
| Gravel Turnaround (6") | TN | 1 | | 575.00 |
| Streetlight | EA | 340 | \$ | 10,880.00 |
| Fomahawk (Sta 1+72 - 8+23) | EA | 1 | \$ | 8,000.00 |
| Asphalt (4") | TN | The Section | T. | |
| | | 309 | \$ | 32,445.00 |
| Basecourse (6") road, curb, | TN | 711 | \$ | 23,463.00 |
| Concrete drainage pan- 6' wide | SF | 444 | \$ | 6,660.00 |
| Concrete curb and gutter | LF | 936 | \$ | 23,400.00 |
| Concrete sidewalk (4' wide) | LF | 936 | \$ | 37,440.00 |
| Concrete ADA ramp | EA | 2 | \$ | 4,200.00 |
| Signage | EA | 2 | \$ | 1,150.00 |
| Gravel Turnaround (6") | TN | 340 | \$ | 10,880.00 |
| TOTAL SITE | | | \$ | 258,644.00 |
| L. | JTILITY | | | |
| Sewer | | | \$ | |
| Connect to exisitng sewer MH | EA | 1 | \$ | 1,100.00 |
| B" SDR 35 Sewer Main | LF | 1333 | \$ | 90,644.00 |
| Sewer Video & Testing | LF | 1333 | \$ | 3,999.00 |
| 4' Diameter Sewer Manhole | LF | 8 | \$ | 32,000.00 |
| Water | | - | + | 02,000.00 |
| Connect to existing water main | EA | 1 | \$ | 2,900.00 |
| B" DIP Water Main | LF | 680 | \$ | 48,960.00 |
| B" Gate Valve | EA | 7 | | |
| A PARTE A CHAR | | 2 | \$ | 3,800.00 |
| | EA | 4 | \$ | 1,800.00 |
| 3" Bend | FA | | \$ | 1,600.00 |
| B" Bend Femporary Blowoff | EA | 2 | | |
| 8" Bend Femporary Blowoff 8" Cap | EA | 2 | \$ | 1,000.00 |
| 3" Bend Femporary Blowoff 3" Cap Fire Hydrant Assembly | EA EA | | | 1,000.00 6,200.00 |
| 3" Bend Femporary Blowoff 3" Cap Fire Hydrant Assembly 5" DIP Water Main | EA EA LF | 2 | \$ | 1,000.00 |
| 3" Bend Femporary Blowoff 3" Cap Fire Hydrant Assembly | EA EA | 2 | \$ | 1,000.00 6,200.00 |

PROJECT TOTAL

\$ 529,337.00

My Mi