TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO

RESOLUTION NO. 12 (SERIES 2021)

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS FOR GREEN'S LANDING SUBDIVISION

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of Scott and Cappie Green ("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 9th day of March, 2021 by a vote of in favor and _____ against.

TOWN OF GYPSUM

Mayor Pro Tem, Tom Edwards

ATTES

Lily Lude Live Town Clerk

BILL OF SALE

GREEN'S LANDING SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: Scott and Cappie Green, ("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 bike path along the north side of Cottonwood Pass Road from Grundel Way to Kings Meadow Road, all potable water main lines with fire hydrants and related appurtenances (excluding services), sanitary sewer main lines, lift station, and related appurtenances (excluding services), 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 Green's Landing Subdivision.

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 letter of credit 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 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 Developer has caused its name to be hereunto subscribed this day of ________, 2021.

DEVELOPER Scott Green and Cappie Green BY: Scott Green BY: Cappie Green STATE OF COLORADO) ss. COUNTY OF EAGLE The foregoing instrument was subscribed and sworn to before me this day of day of day. 2021, by Scott Green and Cappie Green.

Witness my hand and official seal.

Notary Public

My Commission expires: 125 a3

REBECCA WOOD

MOTARY PUBLIC - STATE OF COLORADO

MY COMMISSION EXPIRES DEC 5, 2023

EXHIBIT A

PUBLIC IMPROVEMENTS

Green's Landing Warranty Calculations Scott Green Excavating, Inc.



February 11, 2021

							L	
						Contraction and Contraction Co		
						TOTAL	ä	DEDICATION-
						COMPLETED		FINAL
						TO DATE	\$	WARRANTY
#	DESCRIPTION OF WARRANTY ITEM	LINI	QUANTITY	UNIT PRICE	TOTAL			COSTS
1	Engineering/soils/surveying/Env.	ST	-	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	€9	2,000.00
7	8" SDR35 Sewer Main	占	1905	\$ 65.00	\$ 123,825.00	\$ 123,825.00	S	123,825.00
3	3" HDPE Dual sewer force main to Grundel	当	982	\$ 35.00	\$ 34,370.00	\$ 34,370.00	S	34,370.00
4	Sewer Lift Station (Gorman Rupp)	S	-	\$20,000.00	\$ 20,000.00	\$ 64,000.00	S	64,000.00
S	2000 gal Concrete Vault (sewer vault)	S	-	00.000,9 \$	\$ 6,000.00	\$ 6,000.00	8	6,000.00
9	Sewer Video & Testing	当	1905	\$ 3.00	\$ 5,715.00	\$ 5,715.00	S	5,715.00
1	4' Diameter Sewer Manhole	EA	8	\$ 4,000.00	\$ 32,000.00	\$ 32,000.00	S	32,000.00
∞	4" PVC Sewer Service w/ cleanout (9 each)	느	1142	\$ 38.00				
6	8" class 52 DIP Water Main	坮	1632	\$ 80.00	\$ 130,560.00	\$ 130,560.00	S	130,560.00
10	8" Gate valves	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00	S	3,600.00
11	8" Mechanical Bends, Tees	EA	17	\$ 200.00	\$ 8,500.00	\$ 8,500.00	€9	8,500.00
12	1" Pure Core Water Service w/ curb stop	占	1237	\$ 20.00	9			
13	1" PurCOre Water Service to Lift Station	늬	632	\$ 20.00	\$ 31,600.00	\$ 4,200.00	S	4,200.00
14	Fire Hydrant Assembly	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 13,500.00	∞	13,500.00
15	8' Bike Path 6" Class 6 & excavation	NL	75	\$ 45.00	\$ 3,375.00	\$ 3,375.00	S	3,375.00
16	8' Bike Path 3" Asphalt	TN	39	\$ 130.00	\$ 5,070.00	\$ 5,070.00	S	5,070.00
17						Total =	9	436,715.00
18					16	15% Warranty =	%	65,507.25