

**TOWN COUNCIL TOWN OF GYPSUM, STATE OF COLORADO**

**RESOLUTION NO. 16 (SERIES 2023)**

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS  
FOR BUCKHORN VALLEY PHASE 7**

WHEREAS, the Town of Gypsum ("Gypsum") has approved the subdivision of Buckhorn Valley Phase 7 with Phase 7 Buckhorn Valley, 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 12th day of December 2023 by a vote of 4 in favor and 0 against.

TOWN OF GYPSUM

BY: 

Stephen M. Carver, Mayor

ATTEST:

BY: 

Becky Close, Town Clerk



**EXHIBIT A**  
**BILL OF SALE**

**BILL OF SALE**  
**BUCKHORN VALLEY PHASE 7**

KNOW ALL MEN BY THESE PRESENTS: Phase 7 Buckhorn Valley, LLC, a Colorado limited liability corporation ("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 Blackhawk Road from the intersection of Arawak Way to a temporary cul-de-sac, 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 7.

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 three-year warranty period of Public 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

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 cash to repair defects to the Public Improvements arising within the three-year warranty period. Should defects arise during the warranty period, Developer shall extend the security 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 30<sup>th</sup> day of November, 2023.

DEVELOPER

Phase 7 Buckhorn Valley, LLC

BY: 

TITLE: Brad Hagedorn, Manager

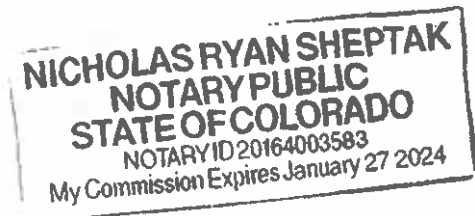
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EAGLE )

The foregoing instrument was subscribed and sworn to before me this 30 day of November, 2023, by Brad Hagedorn as Manager of Phase 7 Buckhorn Valley, LLC.

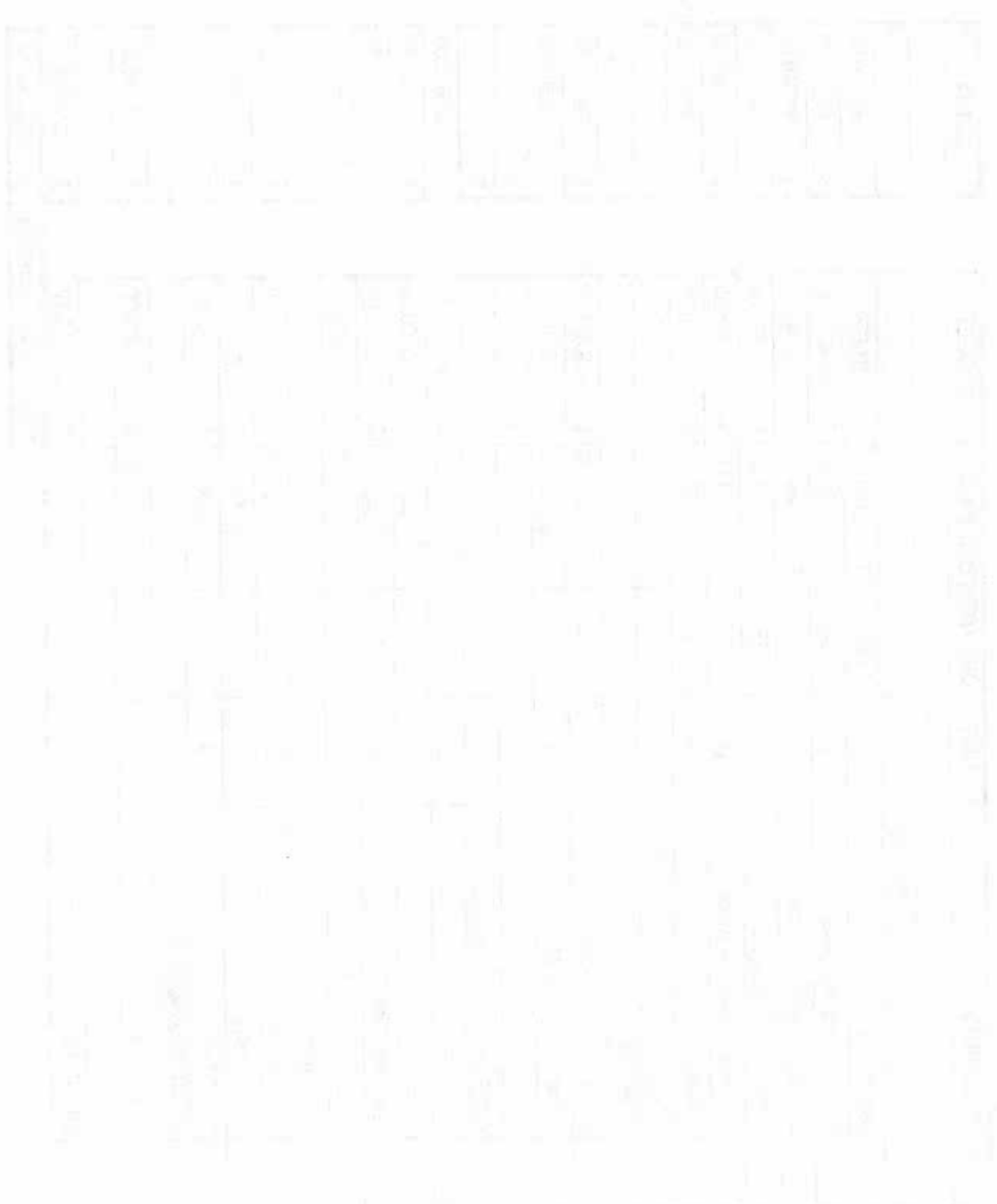
Witness my hand and official seal.

  
Notary Public

My Commission expires: 1/27/24



**EXHIBIT A**  
**PUBLIC IMPROVEMENTS**



Buckhorn Valley Phase 7  
 Actual Public Infrastructure Cost  
 10/6/2023

EXHIBIT A BILL OF SALE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BUDGET	ACTUAL
	<b>SITE</b>					
	Asphalt (4")	TN	451	\$ 150.00	\$ 67,650.00	\$ 67,650.00
	Concrete curb and gutter	LF	1385	\$ 32.00	\$ 44,320.00	\$ 44,320.00
	Concrete sidewalk (4' wide)	LF	1385	\$ 44.00	\$ 60,940.00	\$ 60,940.00
	Concrete curb and gutter prep	LF	1385	\$ 3.00	\$ 4,155.00	\$ 4,155.00
	Concrete sidewalk (4' wide) Prep	LF	1385	\$ 3.00	\$ 4,155.00	\$ 4,155.00
	Streetlight	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 20,000.00
	<b>UTILITY</b>					
	<b>Sewer</b>					
	8" SDR 35 Sewer Main	LF	672	\$88.40	\$ 59,404.80	\$ 59,404.80
	4' Diameter Sewer Manhole	LF	3	\$5,200.00	\$ 15,600.00	\$ 15,600.00
						\$ -
	<b>Water</b>					
	8" DIP Water Main	LF	675	\$97.20	\$ 65,610.00	\$ 65,610.00
	8" Bend	EA	3	\$900.00	\$ 2,700.00	\$ 2,700.00
	Temporary Blowoff	EA	1	\$1,200.00	\$ 1,200.00	\$ 1,200.00
	8" Cap	EA	1	\$500.00	\$ 500.00	\$ 500.00
	Fire Hydrant Assembly	EA	2	\$8,400.00	\$ 16,800.00	\$ 16,800.00
	6" DIP Water Main	LF	32	\$67.00	\$ 2,144.00	\$ 2,144.00
	6" Gate Valve	EA	2	\$2,100.00	\$ 4,200.00	\$ 4,200.00
	8" x 6" Tee	EA	2	\$650.00	\$ 1,300.00	\$ 1,300.00
	<b>STORM SEWER</b>					
	Type C Inlet	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
	<b>GRAND TOTAL</b>				\$ 384,878.80	\$ 374,878.80
						\$ 56,231.82

Only two lights installed