

**AGREEMENT RELATING TO  
IMPROVEMENTS  
FOR EAGLE COUNTY ROAD 14**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the TOWN OF MINTURN, COLORADO, a home rule municipality whose address is 302 Pine Street, P.O. Box 309, Minturn, CO 81645 (the “Town”), EAGLE COUNTY, COLORADO, a political subdivision of the State of Colorado whose address is 500 Broadway, Eagle, CO 81631 (the “County”), and MINTURN CROSSING, LLC, a Colorado limited liability corporation whose address is 225 Main Street, Suite C-101, Edwards, CO 81632, (the “Developer”) (individually, a “Party”; collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Town of Minturn, Colorado known as Minturn North Planned Unit Development as described on **Exhibit A**, attached and incorporated by this reference (the “Property”); and

WHEREAS, on November 15, 2023, the Town granted approval for the Minturn North Planned Unit Development (the “PUD”) Final Plan by Ordinance No. 15, Series 2023, and Final Plat by Ordinance No. 17, Series 2023; and

WHEREAS, Ordinance No. 15, Series 2023 Sec. 3.3 is a condition of approval that requires “[t]he Applicant shall provide 100% construction level plans and cost estimates for County Road 14/the extension of Minturn Road within one year and constructed within three years of final plat approval”; and

WHEREAS, by the Planned Unit Development Agreement for Minturn North Planned Unit Development recorded at Reception No. \_\_\_\_\_ with the Eagle County Clerk and Recorder (the “PUD Agreement”), the Developer has agreed to security, acceptance, and warranty provisions as set forth therein that includes such for County Minturn Road Improvements; and

WHEREAS, the County owns County Road 14/Minturn Road (“Minturn Road”) which is located in-part outside of the corporate boundaries of the Town and will be the owner and beneficiary of the completed Improvements; and

WHEREAS, the County has granted conditional approval of the road improvements to Minturn Road located in the County subject to final approval of 100% construction level plans; (**Exhibit B**) (as described and depicted in Exhibit B, “County Minturn Road Improvements”) and

WHEREAS, the Parties wish to enter into an agreement to establish the County as a party to the foregoing commitments relating to the County Minturn Road Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants

contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the Parties.

2. County Third-Party Enforcement of PUD Agreement. The Parties agree that the County is a third-party beneficiary of the PUD Agreement as it relates to the County Minturn Road Improvements and is therefore entitled to pursue enforcement of the provisions relating thereto. In the event of a breach of the PUD Agreement by the Developer in any matter relating to the County Minturn Road Improvements, the County may provide notice of such breach to the Town and Developer and demand enforcement of the PUD Agreement against the Developer. Town shall take such actions necessary to ensure compliance with the covenants and promises of the PUD Agreement relating to the County Minturn Road Improvements against the Developer. This third-party right of enforcement shall be limited to the Public Improvements construction and warranty requirements described in the PUD Agreement pertaining to the County Minturn Road Improvements and drawing on the amount of security required by the PUD Agreement for the County Minturn Road Improvements (**Exhibit C**) (as described in Exhibit C – the “Security”). The County shall have the right to draw on the Security and to assert claims for enforcement as permitted in the PUD Agreement. Nothing herein shall preclude the Town from exercising its rights under the PUD Agreement as it relates to the County Minturn Road Improvements.

3. Notice and Cure. The Town and the County shall enforce rights provided for in this Agreement shall comply with the notice and cure provisions in the PUD Agreement.

4. Indemnification. The Developer agrees to indemnify and hold the County and Town harmless from any and all claims or losses of any nature whatsoever incurred by the County or Town resulting from the obligations herein and the PUD Agreement relating to the County Minturn Road Improvements. This indemnification shall include actual attorneys’ fees incurred in the event that any party brings an action against the County or Town for any of the provisions described herein. The Parties intend not to duplicate any legal services or other costs associated with the defense of any claims against any Party described in this section. Therefore, the Parties agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

5. Runs with the Land. Developer and all other parties with an interest in title to the Property as hereafter is subdivided hereby acknowledge, or are deemed to acknowledge by virtue of recordation of the deed by which such owner takes title to a Lot within the PUD, that this Agreement shall constitute an irrevocable covenant running with the title to the Property as a burden thereon for the benefit of the Town of Minturn and Eagle County, and assigns, and shall be binding on the Developer with respect to the Developer’s obligations under this Agreement and their successors or assigns. This agreement shall be enforceable by the Town of Minturn and its Town Council, Eagle County and its Board of County Commissioners and their respective successors and assigns, as applicable, or their designee, by any appropriate legal action including but not limited to specific performance, injunction, reversion, damages or eviction. The remedies provided herein are cumulative and not exclusive of all other remedies

provided by law.

6. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

Notice to County:

Eagle County Government  
500 Broadway  
P.O. Box 850  
Eagle, CO 81631  
\_\_\_\_\_ [email address]

With copy to:

Eagle County Attorney  
500 Broadway  
P.O. Box 850  
Eagle, CO 81631  
\_\_\_\_\_ [email address]

Notice to Town:

Town of Minturn  
P.O. Box 309  
Minturn, CO  
81645  
manager@minturn.org

With copy to:

Karp Neu Hanlon, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
[mjs@mountainlawfirm.com](mailto:mjs@mountainlawfirm.com)

Notice to Developer:

Minturn Crossing, LLC  
Attn: Rick Hermes, Manager  
225 Main Street, Ste. C-101  
Edwards, CO 81632

7. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the Parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Eagle County, Colorado.

10. Authority. Each person signing this PUD Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this PUD Agreement and to bind the Party it represents to the terms and conditions hereof.

11. No Agency, Joint Venture, or Partnership. It is specifically understood and agreed to that the Parties that this Agreement does not create any agency, joint venture, or partnership relationship between the Parties. The Town has no interest in responsibility for, or duty to, third parties concerning any improvements made hereunder until such time, and only until such time, that the Town accepts the Public Improvements under the provisions of this Agreement.

12. Execution, No Guarantee. The execution of this Agreement by the Town and County in no way represents that the Town or County will accept the public County Minturn Road Improvements set forth in the Construction Plans for title or maintenance purposes until said Improvements have been completed in strict compliance with Town standards, rules, and regulations.

13. Counterparts. This PUD Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

COUNTY OF EAGLE, STATE OF  
COLORADO, By and Through Its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Matt Scherr, Chair

TOWN OF MINTURN, STATE OF  
COLORADO, By and Through Its  
TOWN COUNCIL

ATTEST:

\_\_\_\_\_  
Clerk to the Town Council

By: \_\_\_\_\_  
Earle Bidez, Mayor

DEVELOPER  
Minturn Crossing, LLC

By: \_\_\_\_\_  
Rick Hermes, Manager

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF                )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20  
, by Rick Hermes as Manager of Minturn Crossing, LLC.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**EXHIBIT A**

Minturn PUD Property Description

Parcel 1 according to the Final Plat UPRR Subdivision according to that final plat recorded in the public records of Eagle County on 13 December, 2024, as Reception No. 202316483; less and excepting therefrom Tract C according to the Final Plat Minturn North P.U.D. recorded in the public records of Eagle County on \_\_, \_\_\_\_, 202\_\_, as Reception No. \_\_\_\_\_.

**EXHIBIT B**

**Office of the County Manager**

970-328-8604

970-328-8629(f)

[eagleadmin@eaglecounty.us](mailto:eagleadmin@eaglecounty.us)

[www.eaglecounty.us](http://www.eaglecounty.us)



February 22, 2024

Michelle Metter  
Town Manager  
301 Boulder Street, #309  
Minturn, CO 81645

RE: Paving of County Road 14 in connection with Minturn North Planned Unit Development

Dear Michelle:

The purpose of this letter is to document the conditional approval of Eagle County, Colorado, of a proposal to improve a portion of Minturn Road (County Road 14), located in unincorporated Eagle County (the "Project"), on the terms set forth herein.

It is my understanding that the developer of a project known as the Minturn North Planned Unit Development, located in the Town of Minturn (the "PUD"), has agreed in connection with the approval of the PUD by the Town of Minturn, to improve Minturn Road from the PUD boundary to Dowd Junction. The improvements generally consist of drainage improvements, curb and gutter in certain locations, widening of the roadway and paving. The segment of Minturn Road to be improved by the developer is generally depicted on the exhibit attached to this letter. A portion of this road segment is located in unincorporated Eagle County, and has been classified as a Rural Residential Collector under County Land Use Regulations. County standards require a minimum lane width of 11', with 2' shoulders.

The County's approval of the Project is conditioned upon the following: (i) prior review and approval by the County Engineer and the County Director of Road and Bridge of full plans and specifications and materials for the Project; (ii) opportunity for inspection of the Project by the County Engineer and/or the Director of Road and Bridge following completion; (iii) execution by the developer of a subdivision or public improvement agreement for the Project ("SIA") that includes a two-year warranty period during which time the developer would be responsible for any necessary repairs to ensure the Project is in compliance with the approved plans, provision for indemnification of the County, and a provision requiring collateral for the Project improvements through termination of the warranty period. I understand the Town has agreed to hold the collateral to be submitted by the developer under this SIA on behalf of the County, which the County may draw from to remedy any default by the developer under the terms of the SIA.

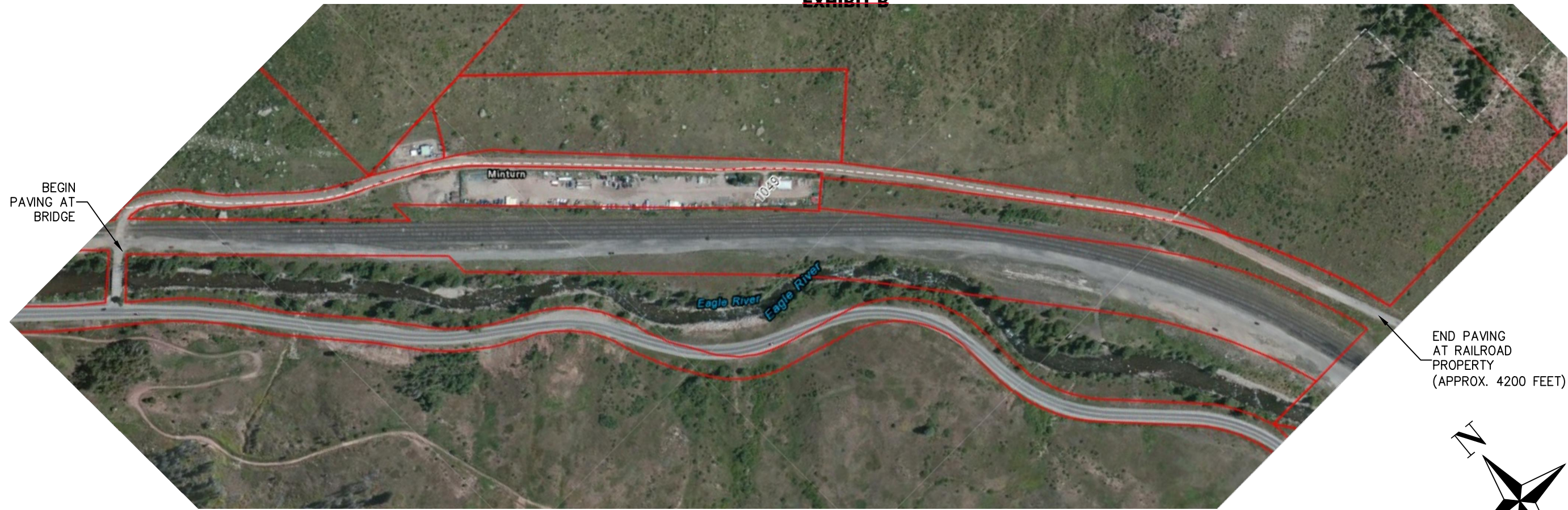
Please let us know if you need any additional information from us with regard to this Project.

Sincerely,

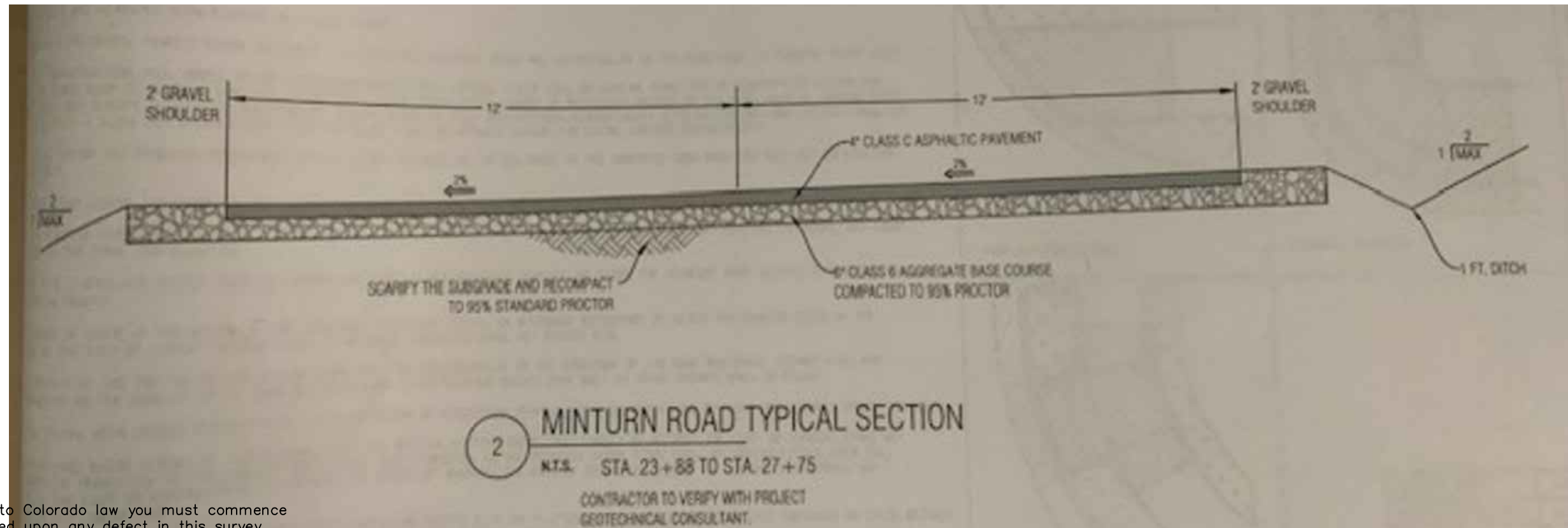
Jeff Shroll  
County Manager

cc: Ben Gerdes, County Engineer  
Beth Oliver, Interim County Attorney

**EXHIBIT B**



MINTURN ROAD CONSTRUCTION LIMITS  
NOT TO SCALE



ROAD DETAIL  
NOT TO SCALE

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



9618 BROOKHILL LANE, LONG TREE, CO 80124 EMAIL: INFO@INTER-MTN.NET  
P.O. BOX 978, AVON, CO 81602 TEL: (970)949-5072 FAX: (970)949-5059

CLIENT: TOWN OF MINTURN

This document was prepared for the exclusive use of the Client specified herein. The use of this document or the information contained herein, by any other person or entity is not authorized. In the event that any other person or entity desires to use this document, they must first obtain written authorization from Inter-Mountain Engineering. This document and any information contained herein is intended to be used within one year of the date hereof. Use after that period is not authorized.

MINTURN ROAD PAVING EXHIBIT

PAVING LIMITS  
TOWN OF MINTURN  
COUNTY OF EAGLE, STATE OF COLORADO

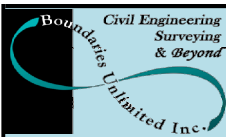
DRAWN BY: SPF  
SCALE: N.T.S.  
DATE ISSUED: 6-5-23

PROJECT NO. 23-0001

EXHIBIT 1 OF 1



**EXHIBIT C**



**MINTRUN ROAD (Offsite Improvements)  
MINTURN NORTH - MINTURN CO  
Engineer's Opinion Of Estimated Cost**

November 7, 2023

PROJECT NO: 22036.01

Prepared by Boundaries Unlimited Inc.

Final Plat - Civil Engineering Estimate Dated 8-3-2023

<b>Item No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Cost (Typical)</b>	<b>Cost</b>	<b>%</b>
<b>GENERAL</b>						
G1	Mobilization	1	LS	\$85,000	\$85,000	7.4%
G2	Traffic Control - Barricades & Signage + Flagging	1	LS	\$24,000	\$24,000	2.1%
G3	Erosion Control - Silt Fencing	4,380	LF	\$3.50	\$15,330	1.3%
G4	Erosion Control - Silt Logs	110	EA	\$34.00	\$3,740	0.3%
G5	Hydromulch Revegetation	7,300	SY	\$5	\$24,000	2.1%
G6	Pavement Striping	1	LS	\$2,500	\$36,500	3.2%
				<b>Item Subtotal</b>	<b>\$188,570</b>	<b>16.5%</b>
<b>DRAINAGE</b>						
D1	18" ADS-N12 Culvert (4 road crossings)	336	LF	\$120	\$40,320	3.5%
D2	18" Culvert Flared End Section	8	EA	\$200	\$1,600	0.1%
D3	18" Nominal Angular RipRap	100	Ton	\$154.00	\$15,400	1.3%
D4	Borrow Ditch and Shoulder Improvements (Excavation & Compaction)	2,000	CY	\$30.00	\$60,000	5.3%
				<b>Item Subtotal</b>	<b>\$117,320</b>	<b>10.3%</b>
<b>ROAD</b>						
R1	Minturn Road Demo & Subgrade Prep & Compaction	15,000	SY	\$6.00	\$90,000	7.9%
R2	Class 6 ABC 6" Depth Subbase	3,699	Ton	\$42.00	\$155,358	13.6%
R3	Class 6 ABC 2' Wide Shoulder	1,233	Ton	\$43.00	\$53,019	4.6%
R4	4" Asphaltic Pavement	2,596	Ton	\$180.00	\$467,280	40.9%
R5	Minturn Road Interconnection - Each Ends	2	EA	\$10,000	\$20,000	1.8%
R6	RailRoad Crossing Improvements	1	LS	\$25,000	\$25,000	2.2%
R7	Bridge Approach Improvements ( Eagle River Crossing)	1	LS	\$25,000	\$25,000	2.2%
				<b>Item Subtotal</b>	<b>\$835,657</b>	<b>73.2%</b>
<b>CONSTRUCTION TOTAL</b>					<b>\$1,141,547</b>	<b>100.0%</b>
<b>OTHER SERVICES &amp; COSTS</b>						
O1	Drainage Study	1	LS	\$25,000	\$25,000	2.2%
O2	Civil Engineering	1	LS	\$25,000	\$25,000	2.2%
O3	Construction Surveying & Staking	1	LS	\$15,000	\$15,000	1.3%
O4	Geotech Testing (compaction)	1	2.0%	\$15,000	\$15,000	1.3%
O5	Construction Observation	1	LS	\$20,000	\$20,000	1.8%
O6	BOND		1.5%		\$17,123	1.5%
O7	Contingency (10%)		10.0%		\$114,155	10.0%
O8	3 Year Inflation adjustment (8%/YR)		24.0%		\$273,971	24.0%
				<b>Item Subtotal</b>	<b>\$231,278</b>	<b>20.3%</b>
<b>TOTAL COSTS</b>					<b>\$1,372,825</b>	

*Note: Any opinions of price, probable project costs or construction costs prepared by Boundaries Unlimited Inc. represent its best judgement and are furnished for general guidance. Boundaries Unlimited Inc. makes no warranty of guarantee, either expressed or implied as to the accuracy of such opinions as compared to bid or actual costs.*