

Arapahoe County v Wind Stream Condominium Association

Arapahoe County District Court, Case No. 2020CV03

Settlement Agreement August 26, 2021

Arapahoe County, Colorado (“County”) and Wind Stream Condominium Association, Inc. (“Association”) mutually agree that the Case is fully resolved as follows:

1. The County shall fund the Association’s purchase and installation of Aftec StoneTree® Concrete Fence Wall Systems precast wall in accordance with the following terms:
 - a. Bid and installation through CEI Constructors (“CEI”).
 - b. Wall to be located on property within Wind Stream Condominium common elements, in location specified in Vertex Report dated May 17, 2021 (“Vertex Report”). Association shall bear all maintenance cost and responsibility after installation is complete.
 - c. ~1025 linear feet of wall at 8 feet in height, per Vertex Report.
 - d. ~300 linear feet at 10 feet in height, per Vertex Report.
 - e. Standard color and finishes for StoneTree® product only – any upgraded colors and finishes to be at Association’s expense.
 - f. \$30,000.00 allowance for trickle channel (to be located on south side of wall on property within Wind Stream Condominium common elements) as identified in Vertex Report.
 - g. Grade to be completed in temporary easements per existing construction plans for same.
 - h. Association to contract directly with CEI or its subcontractor for purchase/installation of wall. CEI or its subcontractor shall be instructed to send all invoices to the County in a manner similar to other invoices for the Iliff Avenue Improvements Project, and the County shall pay such invoices on or before the date they are due.
 - i. County does not warrant wall; Association shall receive all standard manufacturer’s and construction warranties and shall be entitled to purchase extended warranties, if available, at its own cost.

2. County shall pay settlement consideration of \$650,000.00 inclusive of \$348,180.00 deposit that has previously been made by County and released to Association, additional amount to be paid by County shall be \$301,820.00. County shall remit payment of such funds no later than twenty (20) day from the date of the Court’s entry of the Rule and Order per paragraph 3 below.

3. The parties agree to stipulate to a Rule and Order, consistent with the County's Petition in Condemnation, as modified by revisions to the terms of the Temporary Construction Easement as agreed upon by Counsel on August 21, 2021, and consistent with the terms of this Settlement Agreement, and shall file said stipulation for entry of Rule and Order with the Court within seven (7) days of the date of this Settlement Agreement.
4. Upon the Court's entry of the stipulated Rule and Order, the case shall be resolved, with each party to pay its own atty fees and costs.
5. The Court shall retain jurisdiction to enforce the terms of this Settlement Agreement. If either the County or Association is required to enforce the terms of this Settlement Agreement against the other, then the prevailing party shall be entitled to all its reasonable attorneys' fees and costs.
6. The County and Association shall cooperate in good faith to implement the terms of settlement.
7. The electronic signature of either party shall have the same force and effect as a manual signature. Either party may create a valid electronic signature by (i) causing any authorized representative of such party to type his or her name in the below signature block, and (ii) transmitting the e-signed document by email to the other party. A signature created in such a manner shall conclusively establish the party's intention to adopt and be bound by the same.

Arapahoe County

Wind Stream Condominium Association
