TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING [1]
Tuesday, July 14, 2015
STUDY SESSION START TIME 5:45 PM
REGULAR MEETING START TIME 6:30 PM
Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 PM IN THE COMMUNITY ROOM
AGENDA FOR THE STUDY SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA BELOW

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

IV. CONSENT AGENDA

(The consent agenda is intended to contain items that are prepared to be decided without discussion. Any Board member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under IX. General Business, a. in the order they appear on the Agenda.) (This should be done prior to the motion to approve.)

Roll Call Vote

a. Approval of the June 23, 2015 Meeting Minutes

b. Resolution 15-84; A Resolution Approving the Purchase of a Toro Mower for Parks Department

c. Resolution 15-85; A Resolution Approving an Encroachment License Agreement with Anadarko

d. Resolution 15-89; A Resolution Approving Erie Highlands Filing No. 3 Development Agreement and Subdivision Plat

e. Resolution 15-90; A Resolution Approving Erie Highlands Filing No. 4 Development Agreement and Subdivision Plat

f. Resolution 15-91; A Resolution Approving Canyon Creek Subdivision Filing No. 9, 1st Amendment to Development Agreement

g. Resolution 15-93; A Resolution Authorizing the Engagement of Summit Bank & Trust for Banking Services

Roll Call Vote

V. PUBLIC COMMENT

(This agenda item provides the public an opportunity to discuss items other than ordinances on second reading, public hearings and consent agenda items that are not on the agenda. The Board of Trustees is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

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[1] FOR MORE INFORMATION ON THE AGENDA ITEMS LISTED OR FOR INDIVIDUALS WITH DISABILITIES NEEDING AUXILIARY AIDS OR TO REQUEST ASSISTANCE, PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 645 HOLBROOK STREET, P.O. BOX 750, 303-926-2731.

VI. PROCLAMATIONS AND PRESENTATIONS (This agenda item is intended to contain Presentations to the Board that do not require any Board action. Presentations are limited to fifteen (15) minutes.

NONE SCHEDULED

VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

a. **Ordinance 15-2015; An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The Rezoning Of The Wise Farms Property; Denying The Application For The Rezoning Of The Wise Farms Property; And Setting Forth Details In Relation Thereto. (FIRST READING)**

b. **Ordinance 16-2015; An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application of Elizabeth W. Kissell and Wise Homestead, LLC For The PUD Zoning Map Overlay Rezoning Of The Wise Farms Property; Denying the Application For The PUD Zoning Map Overlay Rezoning Of The Wise Farms Property; And, Setting Forth Details In Relation Thereto (FIRST READING)**

c. **Resolution 15-66; A Resolution Of The Town Of Erie, Colorado Making Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The Preliminary Plat For The Wise Farms Property; Denying The Application For The Preliminary Plat For The Wise Farms Property; And Setting Forth Details In Relation Thereto. (Continue to the July 28, 2015 meeting.)**

VIII. RESOLUTIONS (This agenda item is for all matters that should be decided by resolutions.)

PUBLIC HEARINGS

Roll Call Vote

OPEN PUBLIC HEARING

a. **Resolution 15-87; A Resolution Providing For The Supplemental Appropriation Of Money To Various Funds In The Amounts And For The Purposes Set Forth Below, For The Town Of Erie, Colorado, For The 2015 Budget Year**

CLOSE PUBLIC HEARING

Roll Call Vote

b. **Resolution 15-88; A Resolution Approving Town Hall West Parking Lot Surveys and Demolition**

c. **Resolution 15-92; A Resolution Approving Funds for the Completion of the Parking Lot/Trailhead on Erie Parkway**

IX. **ORDINANCES** (**To adopt an Ordinance of the First Reading, a Motion/Second/Approval is required to suspend Resolution 02-44 and adopt the Ordinance on the First Reading.**

a. **Ordinance 19-2015; An Ordinance Of The Town Of Erie, Colorado, Repealing The November 2013 Title 10 Unified Development Code; Adopting By Reference The June 2015 Title 10 Unified Development Code; Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto (SECOND READING)**

X. **GENERAL BUSINESS** (This agenda item is reserved for matters that are ready for Board action, and do not fit into other categories, i.e. resolutions, ordinances...)

a. **Public Arts Commission**

b. **DRCOG State Highway 7 Urban Study/Station Area Master Plan Support**

XI. **STAFF REPORTS** (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)

XII. **BOARD OF TRUSTEES REPORTS & APPOINTMENTS** (This agenda item is for all Board of Trustees reports, Board & Commission Appointment, and items of information as well as Board discussion items, not listed on the agenda.)

a. **BOT Reports**

XIII. **ADJOURNMENT** (**The Board's Goal is that all meetings be adjourned by 10:30pm.** An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)

ADJOURN TO THE TOWN OF ERIE URBAN RENEWAL AUTHORITY MEETING

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, June 23, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the June 23, 2015 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Roll Call:	Trustee Carroll	Absent/Excused
	Trustee Schutt	Present
	Mayor Pro Tem Gruber	Present
	Trustee Moore	Present
	Trustee Charles	Present
	Trustee Woog	Present
	Mayor Harris	Present

III. APPROVAL OF THE AGENDA

Action: Trustee Charles moved to approve the June 23, 2015 Town of Erie Board of Trustees Meeting Agenda; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

a. Approval of the June 2, 2015 Special Meeting Minutes

b. Approval of the June 9, 2015 Meeting Minutes

c. Approval of the June 15, 2015 Special Meeting Minutes

d. Resolution 15-81; A Resolution Approving the Acquisition of a Temporary Construction Easement for Repairing the County Road 5 Bridge North of State Highway 52

e. Resolution 15-82; A Resolution Awarding a Contract for the Airport Pavement Marking Project

f. Resolution 15-83; A Resolution Approving the Colorado Department of Transportation Grant Extension

g. Ordinance 13-2015; An Ordinance of the Town of Erie Denying Front Range Landfill's Application for a 1st Amendment to Planned Development Allowing Liquid Solidification (SECOND READING)

CONSENT AGENDA (continued)

Action: Trustee Schutt moved to approve the June 23, 2015 Consent Agenda; the motion was seconded by Trustee Charles. The motion carried with the following Roll Call vote:

Trustee Schutt	**Yes**
Trustee Woog	**Yes**
Trustee Moore	**Yes**
Trustee Charles	**Yes**
Mayor Pro Tem Gruber	**Yes**
Mayor Harris	**Yes**

V. PUBLIC COMMENT

Scott deLuis, 2480 Cessna Drive, Erie, CO. commented on the Airport Master Plan.

VI. PROCLAMATIONS AND PRESENTATIONS

Presentation of 2014 Audit Report and Comprehensive Annual Financial Report.-Mark Elmshauser with CliftonLarsonAllen LLP

The Comprehensive Annual Financial Report (CAFR) is the Town's official annual financial report. The audit of the financial statements for the year ended December 31, 2014, was performed by CliftonLarsonAllen (CLA). The Town received a favorable report (i.e., an unqualified opinion). A copy of the Town's CAFR is attached. As part of the audit of the financial statements, CLA reviewed the Town's internal controls. CLA has provided a draft of their findings and recommendations, a copy of which is attached to this report. There were three findings. The first finding (see Attachment C) was related to approvals of requisitions in the absence of the Finance Director. The auditors noted three instances where the Deputy Finance Director approved requisitions while the Finance Director was on vacation. Our current policy (written in 2004) predates the creation of the Deputy Finance Director position, so does not provide for this authority, although such authority has been given to the deputy position by the Town Administrator and the Finance Director. Staff plans to update the purchasing policy in 2015 and will address this omission at that time.The other two findings (see pages 141 and 142 of the CAFR) related to controls related to payroll activities. The first relates to lack of segregation of duties. Now that we have largely completed the installation of the new ERP system and NeoGov (the new employee recruiting and hiring system), we will revise our procedures to fully utilize the additional control features in the ERP system. We will also shift certain activities to Human Resources, greatly improving controls. The second finding relates to errors in the entry of pay rates. Both errors were minor and occurred when a staff position was temporarily open. However, as with the finding above, with the completion of the implementation of the new systems, we will be changing procedures and roles to reduce the risk of error. Following is a brief commentary on the annual audit report. Representatives from CLA also provided comments on the audit and internal control findings at the Board meeting and were available for questions.

PROCLAMATIONS AND PRESENTATIONS (continued)

Comprehensive Annual Financial Report Summary:

The CAFR consists of four sections, as follows: the introductory section, the financial section, the statistical section, and the compliance section. The introductory section includes a table of contents, a letter of transmittal, and a list of town officials. The auditors' opinion, management's discussion and analysis (MD&A), financial statements, and notes to the financial statements are found in the financial section. Also included in this section are schedules for those funds considered non-major (as defined by accounting standards), combining schedules, and budget variance schedules for the various funds. The statistical section includes required and optional statistical tables containing various types of information related to the Town's financial trends, revenue and debt capacity, demographic and economic data, and operating information. The compliance section consists of required disclosures related to certain outstanding bonds and the Local Highway Finance Report. The CAFR is prepared in accordance with generally accepted accounting principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB). The objective of the audit performed by CLA was to provide assurance that the CAFR is in conformity with those standards in all material respects. CLA issued an unqualified opinion on the Town's financials for 2014, a so-called "clean" opinion. The Town also strives to prepare the CAFR to meet the standards of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting award program. This program encourages preparers of CAFR's to go beyond the minimum requirements of GAAP and strive for transparency and full disclosure in their CAFR. The Town has received this award for the years 2004-2013 and will submit the 2014 CAFR to GFOA for consideration for the award. For readers new to CAFR's, reading MD&A (pages 17-29) provides a good starting point. MD&A provides an analysis and overview of the financial statements and results of operations. It also provides explanations of the various sections of the CAFR. In addition to the financial statements themselves, the footnotes are also a critical part of the CAFR. The footnotes (pages 47-70) provide information on accounting policies followed by the Town in preparation of the CAFR, details on specific financial statement items (e.g., deposits and investments), along with other important disclosures._Presentation of the CAFR to the Board, which also serves as the Town's Audit Committee, is strictly for information purposes. No formal action or acceptance was required.

VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

WISE FARMS
PUBLIC HEARING Continued on May 26, 2015; Continued on June 9, 2015

a. Ordinance 15-2015: An Ordinance Of The Town Of Erie, Colorado, Rezoning The Wise Farms Property Pursuant To The Petition Of The Owner Thereof, From Rr – Rural Residential To Ag/OS – Agriculture/Open Space; LR - Low Density Residential; And, Rr – Rural Residential; And, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. (SECOND READING)

The purpose of the Public Hearing is to consider Rezoning the Wise Farms property from RR – Rural Residential to AG/OS–Agriculture/Open Space; LR-Low Density Residential; and, RR – Rural Residential. The Planning Commission held a public hearing for the Rezoning request on January 21, 2015. The Planning Commission is recommending denial of the Rezoning application in Resolution P13-26. The Planning Commission determined that the application is not in substantial compliance with the following approval criteria as specified in Title 10, Section 7.5

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS
PUBLIC HEARING

of the Town of Erie Municipal Code: a. The Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC; b. The Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; Future uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property. The Wise Farms property is located south of Jasper Road and west of 119th Street. The property is separated by the RTD railroad right of way. Staff finds the Rezoning application is in general Compliance with the Land Use designation of RR-Rural Residential on the 2005 Comprehensive Plan, Land Use Plan Map; as illustrated below. The density range of RR, in the Comprehensive Plan, is 0 to 2 dwelling units per acre; however, gross densities will not typically exceed 1 dwelling unit per acre. The applicant proposal is for 166 dwelling units on approximately 169 acres; this equals a gross density of 0.98 dwelling units per acre.

b. Ordinance 16-2015 An Ordinance Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning. Wise Farms Preliminary Plat Resolution (SECOND READING)

A Public Hearing to consider a request to for a PUD Overlay on the Wise Farms Rezoning Map to modify single family lot sizes, setbacks and architectural standards. Staff recommends the Board of Trustees approve Ordinance 16-2015, an ordinance approving the Wise Farms PUD Zoning Map with the following conditions: a. The approval of the Wise Farms PUD Zoning Map shall not come into effect until the Wise Farms Zoning Map is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after the Wise Farms Zoning Map is recorded. b. The approval of the Wise Farms PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The Wise Farms PUD Zoning Map shall not be recorded until after a Wise Farms Final Plat is recorded. Technical corrections to the Wise Farms PUD Zoning Map shall be made to the Town's satisfaction. The PUD Overlay District is generally used when there is special public interest that doesn't coincide with the traditional zoning in a geographic area. The PUD Overlay District may only be used when an application is not able to meet the requirements of a standard zone classification. The PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations, or reduces or extends the existing uses. The underlying zoning identifies permitted land uses; the overlay zone may provide design restrictions, additional setbacks, or other exceptions to the base district regulations. The Wise Farms PUD Zoning Map (PUD) sets the maximum number of dwelling units at 166. The applicant is committing to dedicate a public pocket park and open space to meet the Town requirements. The applicant will pay a fee in lieu for their required neighborhood park dedication of 1.39 acres and for their community park dedication of 2.32 acres. The PUD Map identifies 8 overlay planning areas; 6 residential planning areas, and 2 agricultural/ open space areas. Although the PUD overlays the entire Wise Farms property, only two Planning Areas (PA-3 and PA-4), where the proposed single family development will occur, are proposed to modify the lot requirements. The two existing farms/single family homes in PA-1 and PA-2 will meet the RR-Rural Residential zone district requirements.

c. Resolution 15-66 A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Wise Farms Preliminary Plat; Imposing Conditions Of Approval; Approving The Wise Farms Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS
PUBLIC HEARING

The Wise Farms Preliminary Plat application proposes to plat approximately 174 acres into 166 single-family lots, and 25 tracts for pocket park, open space, landscaping, drainage, utility, oil/gas facilities and ditch purposes. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Wise Farms Preliminary Plat application. Staff has provided Resolution 15-66, for the Board of Trustees consideration, recommending approval of the application with the following conditions: Executed Surface Use Agreements, with the mineral owners or leaseholders, shall be in place before a Wise Farms Final Plat, for the areas affected, is approved by the Town. Realignment of the existing Noble Energy pipeline and vacation of portions of the existing easement will need to be completed before the Town approves a Wise Farms Final Plat in the areas where proposed single family lots are encumbered by the existing facility. Within the applicant's Environmental Site Assessment Report (Phase I), the existing Noble Energy oil and gas well and associated tank battery was recognized as an environmental condition. The well site was identified due to the age of the well and the concrete tank used to store the condensate. The applicant is required to submit a Phase II Environmental Assessment Report of this well site with the Final Plat application of this area of Wise Farms. The abandoned oil and gas well, within a Wise Farms Final Plat for development, shall be located, monumented and identified on the final plat, as specified in the Municipal Code. The Northern Colorado Water Conservancy District access and utility easement from Jasper Road to the Lower Boulder Ditch shall be vacated before a final plat for a development is recorded in this area. If the applicant does not obtain permission for the proposed street crossing of the RTD railroad right of way, the applicant shall provide a second pocket park in the location of Block 2, Lot 1 which is 0.96 acres in size. At Final Plat, the applicant shall provide adequate information regarding the hydraulics and proposed construction of the site to ensure the continued health of the wetland area in the proposed dedication of Town open space. If site development and disturbance of trees occurs between April 1 and August 15, a survey for active nests should be conducted. Trees with an active nest shall not be removed until the nest is abandoned for the season. Within the proposed development, the historic mill structures, along Jasper Road and south of the Wise Museum, are located in existing Jasper Road right of way, in future Jasper Road right of way dedication, and adjacent to future open space dedication to the Town of Erie. The owner and developer have agreed to either move or remove the structures from the right of way and open space. The timing for moving or removing the structures shall be defined in the development agreement for the Wise Farms Final Plat. Within the proposed development, the existing farm on the west end of the property adjacent to the future Jasper Road right of way has an accessory building that encroaches into the future Jasper Road right of way. The owners have agreed to have the structure either moved or removed from the future right of way. The timing for moving or removing the structure shall be defined in the development agreement for the Wise Farms Final Plat. Within the proposed development, the existing house, on the east end of the property, adjacent to Jasper Road, will encroach into the future Jasper Road right of way dedication. The Town has agreed to enter into a license agreement for that portion of the dwelling unit that encroaches into the future right of way at the time of Final Plat. The approval of the Wise Farms Preliminary Plat shall not come into effect until the Wise Farms Zoning Map and Wise Farms PUD Zoning Map is approved and recorded for the property. Technical corrections to Wise Preliminary Plat shall be made to the Town's satisfaction. Staff is requesting that the Board of Trustees continue the decision on the Wise Farms Preliminary Plat application until the June 9th meeting. This will allow the Board of Trustees to vote on all three Wise Farms applications (Rezoning, PUD-Planned Unit Development, and Preliminary Plat) concurrently. The Planning Commission held a public hearing for the Wise Farms Preliminary Plat application on January 21, 2015. The Planning Commission is recommending denial of the Preliminary Plat application to the Board of Trustees, in Resolution P15-09. The Planning Commission determined that the application is not in substantial compliance with the following approval criteria as specified in Title 10, Section 7.7 C.10 of the Town of Erie Municipal Code: The subdivision is not generally consistent with the Town's Comprehensive Master Plan. The subdivision is not generally consistent with and does not implement the intent of the specific zoning district in which it is located. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision are not designed to

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS
PUBLIC HEARING

meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC. The subdivision does not comply with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible. The subdivision will result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated. The subdivision will not be integrated and connected with adjacent development through street connections, sidewalks, trails, and similar features. The subdivision will result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated. Staff is requesting that the Board of Trustees continue the decision on the Wise Farms Preliminary Plat application until the June 9th meeting. This will allow the Board of Trustees to vote on all three Wise Farms applications (Rezoning, PUD-Planned Unit Development, and Preliminary Plat) concurrently.

Action: **Mayor Harris reopened the Public Hearing for Ordinance 15-2015; Ordinance 16-2015 and Resolution 15-66 at 6:53 pm for the Application presentation. Public Comment was taken at the May 26, 2015 Meeting.**

Presenting on behalf of the applicant was:

John Prestwich – PCS Group/Denver
Jim Delay- Jasper Land Investments, LLC

Action: **The Board of Trustees considered Ordinance 15-2015 for the Rezoning of the Wise Farms property. Trustee Charles moved to approve Ordinance 15-2015; the motion was seconded by Mayor Pro Tem Gruber. The motion failed with a two (2) for and four (4) against with Mayor Harris and Trustees Charles, Moore and Schutt voting no. Staff was directed to draft an ordinance denying the proposed the Rezoning of the Wise Farms property for not being in compliance with three of the Approval Criteria in Municipal Code Title 10, Section 7.5.B.9.**

a. **The Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;**
b. **The Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property;**
c. **Future uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property; and**

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS
PUBLIC HEARING

Action: The Board of Trustees considered Ordinance 16-2015 for the Rezoning of the Wise Farms property. Mayor Pro Tem Gruber moved to approve Ordinance 16-2015; the motion was seconded by Trustee Woog. The motion failed with a two (2) for and four (4) against with Mayor Harris and Trustees Charles, Moore and Schutt voting no. Staff was directed to draft an ordinance denying the proposed the Wise Farms PUD Zoning Map Overlay Rezoning for not being in compliance with four of the Approval Criteria in Municipal Code Title 10, Section 7.6.D.9.

a. The PUD Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;
b. The PUD Rezoning is likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation;
c. The PUD Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
d. Proposed uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property.

Action: The Board of Trustees considered Resolution No. 15-66 for the Wise Farms Preliminary Plat. Mayor Pro Tem Gruber moved to approve Resolution15-66; the motion was seconded by Trustee Charles. The motion failed with a two (2) for and four (4) against with Mayor Harris and Trustees Charles, Moore and Schutt voting no. Staff was directed to draft a resolution denying the proposed the Wise Farms Preliminary Plat for not being in compliance with seven of the Approval Criteria in Municipal Code Title 10, Section 7.7 C.10

a. The subdivision is not generally consistent with the Town's Comprehensive Master Plan.
b. The subdivision is not generally consistent with and does not implement the intent of the specific zoning district in which it is located.
c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision are not designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.
d. The subdivision does not comply with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.
e. The subdivision will result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.
f. The subdivision will not be integrated and connected with adjacent development through street connections, sidewalks, trails, and similar features.
g. The subdivision will result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Action: Mayor Harris called for a Break at 8:17 p.m. and reconvened the meeting at 8:30 p.m.

VIII. ORDINANCES

PUBLIC HEARING

a. Ordinance 19-2015; An Ordinance Of The Town Of Erie, Colorado, Repealing The November 2013 Title 10 Unified Development Code; Adopting By Reference The June 2015 Title 10 Unified Development Code; Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. (FIRST READING)

Per Board of Trustees direction, the Town's Special Counsel is proposing an amendment to Title 10 and provided the proposed amendment attached to Ordinance 19-2015. The proposed amendment creates a process in lieu of the Special Review Use and Site Plan procedures for mineral extraction (including oil/gas drilling) when an Operator Agreement has been entered into between an oil/gas well operator and the Board of Trustees. The current process for mineral extraction requires an oil/gas operator to make Special Review Use and Site Plan applications to the Town for each well pad. Both of these applications require recommendations from the Planning Commission with the final decision by the Board of Trustees. All other oil/gas drilling not identified in a Board approved Operator Agreement will continue on the current process which includes the Special Review Use and Site Plan applications identified above. John Sullivan of Sullivan Green Seavy presented the proposed Code amendments to the Board of Trustees and was available to answer questions. The application to amend Title 10 of the Municipal Code of the Town of Erie, Colorado may be approved if the Board of Trustees finds that the approval criteria of Chapter 7.21.C.9 have been met:

a. The proposed amendment will promote the public health, safety, and general welfare;
b. The proposed amendment is consistent with the Town's Comprehensive Master Plan and the stated purposes of the Code; and
c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

The required public notice for the Title 10 Amendment is in compliance with Section 7.2.F of the Code and C.R.S. 31-16-203 (which requires two published notices when a Title of a Code is adopted by reference); with published notice in the Colorado Hometown Weekly on June 3, 2015 and June 10, 2015. Mailed and posted notice is not required for amendments to Title 10.

Action: Mayor Harris opened the Public Hearing for Ordinance 19-2015 at 8:31 p.m. following staff presentation hearing no one wishing to make Public Comment; Mayor Harris closed the Public Hearing for Ordinance 19-2015 at 8:41 p.m. This was the first reading of Ordinance 19-2015 and it will return for Board of Trustee action at the July 14, 2015 Regular Meeting.

IX. GENERAL BUSINESS

a. Authority for Staff to Negotiate Colorado Big Thompson Units Lease

Town of Erie staff has been contacted by an irrigation company which would like to lease approximately 980 Units in the Colorado Big Thompson Project ("CBT Units") on a long term basis. CBT Units have an average yield of 0.7 acre feet per Unit, so 980 CBT Units would have an average yield of 686 acre feet per year. This would provide enough water for approximately 1500 single family homes in Erie. The current market price for 980 CBT Units is approximately $25,480,000.00, based on recent sales at approximately $26,000.00 per CBT Unit.

GENERAL BUSINESS (continued)

Erie is currently participating in the Windy Gap Firming Project ("WGFP") and the Northern Integrated Supply Project ("NISP"). Construction of the WGFP is currently scheduled to commence in 2018 and completion in 2020, if there are no further delays with permitting or other issues. The construction of NISP is currently scheduled to commence in 2018 with completion in 2023, again if there are no further delays. The Town has carefully planned to utilize these projects to meet water demands as the Town grows. Based on the current status of both the WGFP and NISP, it is recommended that the Town consider securing an interim water supply in the event that either project is delayed. The 980 CBT Units would provide security for the Town while the projects are being built. The irrigation company is seeking a long term lease for the CBT Units to generate revenue. It is recommended that the staff be given authority to negotiate a lease for ten years with the irrigation company at a maximum price of $250.00 per acre foot with a small annual escalator. The average yield of 686 acre feet would cost $171,500.00 per year which could be very valuable security while the WGFP and NISP are being built. Town staff was informed that the CBT Units were previously leased for $200.00 per acre foot and that other entities are interested in leasing them. A price of $250.00 per acre foot is within the market for municipal uses, especially for a term of 10 years, under which water would be available in all years including droughts. It should be noted that the Town could also have an opportunity to lease a like amount of water under its CBT Units to recoup a portion of the lease in years when it does not require additional water. Leases of CBT water for agricultural and other uses are significantly less. Leases on an annual basis are also substantially less because there is no guarantee of water in dry years. Historically, the Town has leased water for agricultural and other uses at a rate to cover its assessments, but it could become more aggressive in seeking leases to other municipalities at a higher rate. Staff recommended that the Board authorize it to negotiate for such a lease. Any formal lease would require Board approval.

Action: Staff was directed to negotiate a lease and bring it back to the Board of Trustees for formal approval.

X. BOARD OF TRUSTEES REPORTS

Trustee Woog asked for an update from the Assistant to the Town Administrator on Erie Stuff. Mr. Diehl reported that Erie Stuff will become part of the Board Monthly Communication Reports and that the last week had been fairly busy with Citizens questions.
Trustee Moore thanked staff for assisting in registering the Board for the recent CML conference. At Trustee Moore's request Gary Behlen, Director of Public Works gave an update on the Police Station.
Trustee Charles echoed Trustee Moore's sentiments about the CML. Trustee Charles announced that on July 2, 2015 there would be a dedication of the "Spirit" art work in historic Erie.
Mayor Pro Tem Gruber wanted to let the public know that COGCC will be allowing Trustees to participate in rule making processes regarding Task Force recommendations.
Mayor Harris thanked staff that had attended the CML with the Board and noted that at 7:00 am this Thursday she would be giving a presentation on Nexus North.

XI. EXECUTIVE SESSION

a. **For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), specifically to discuss specifically, to discuss negotiations regarding potential and ongoing economic development within the Town.**

EXECUTIVE SESSION (continued)

Action: Trustee Woog moved to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), specifically to discuss specifically, to discuss negotiations regarding potential and ongoing economic development within the Town.

It's Tuesday June 23, 2015, and the time is 8:57p.m. For the record, I am the presiding officer, Mayor Tina Harris. As required by the Open Meetings Law, this executive session is being electronically recorded. Also present at this executive session are the following persons:

Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, and Waylon Schutt. Also present Town Administrator A.J. Krieger; Assistant to the Town Administrator Fred Diehl; Director of Community Development Marty Ostholthoff and Town Attorney Mark Shapiro

This is an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), specifically to discuss specifically, to discuss negotiations regarding potential and ongoing economic development within the Town.

Upon completion of the Executive Session, Mayor Harris announced that the time is now 9:35 p.m., and the executive session has been concluded. The participants in the executive session were:

Mayor Tina Harris; Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, and Waylon Schutt; also present Town Administrator A.J. Krieger; Assistant to the Town Administrator Fred Diehl; Director of Community Development Marty Ostholthoff and Town Attorney Mark Shapiro

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.
Seeing none, the next agenda item is adjournment.

Action: Trustee Charles moved to allow the Mayor to share the information discussed in this Executive Session with Trustee Carroll. The motion was seconded by Trustee Moore; the motion carried with all present voting in favor thereof.

XII. ADJOURNMENT

Action: Trustee Charles moved to adjourn the June 23, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

Action: Mayor Harris adjourned the June 23, 2015 Regular Meeting of the Town of Erie Board of Trustees at 9:37 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayor

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**CONSENT AGENDA** Consideration of Resolution 15-84: A Resolution Authorizing the Purchase of Toro Groundsmaster® 7200 from L.L. Johnson Company in the Amount of $15,799.00
DEPARTMENT:	Parks & Recreation
PRESENTER:	Farrell Buller, Parks & Recreation Director

FISCAL INFORMATION:	Cost as Recommended:	**$ 15,799.00**
	Balance Available:	$ 28,232.00
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000 000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No
STAFF RECOMMENDATION:	**Approval of Resolution 15-84: A Resolution Authorizing the Purchase of Toro Groundsmaster® 7200 from L.L. Johnson Company in the Amount of $15,799.00**	

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As part of the 2015 supplemental budget process funds were transferred to the Heavy Equipment line item in order to purchase an additional mower for the Parks & Open Space Maintenance Division. The mower selected, a Toro Groundsmaster® 7200, is a heavy duty commercial mower with a 60' wide, 7-gauge mowing deck and a mulching kit. This mower will be purchased through the Multiple Assembly of Procurement Officials (MAPO) state pricing agreement, of which the Town of Erie is a member. The delivering vendor will be L.L. Johnson Company.

The request for the purchase of a replacement mower is being brought forward now for the following reasons:

- The mower currently being used (unit 316) is experiencing extended downtime due to overheating, which means staff is unable to complete assigned mowing tasks.
- Unit 316 has experienced increased repair costs, over $500 in just the first few months of use in 2015. This unit was purchased in 2006.
- The purchase price for requested mower is currently $15,799.00 which is significantly lower than what was quoted by the dealer in 2014 (approximately $25,000).
- In 2015 budget process the Parks & Open Space Maintenance Division requested funds for a replacement mower, but was denied.
- If approved the replacement mower could go into service almost immediately and be in use for the remainder of the current growing season, which typically runs through October.

As the Town has grown, the acreage of turf areas maintained by Parks staff has also increased (up 88% since unit 316 was purchased). With the purchase of this replacement mower staff efficiencies would increase by approximately 15-25%, this is based on downtime being experienced with the old unit and the increased speed of the new Toro Groundsmaster® 7200.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

Staff Review:

____Town Attorney
____Town Clerk
____Community Development Director
____Finance Director
____Police Chief
____Public Works Director
AB Park & Recreation Director

Approved by:

A.J. Krieger
Town Administrator

Attachments:

a. Price Quote
b. Toro Groundsmaster® 7200 specifications
c. Resolution 15-84

LL JOHNSON EST. 1976
DISTRIBUTING COMPANY

4700 Holly Street, Denver CO 80216 Main: 303-320-1270 Fax:303-355-8250

June 22, 2015

Town of Erie- Parks and Recreation
Attn: Rob Crabb
P.O. Box 750
Erie, CO 80516

Dear Rob,

As you requested, I am sending our current pricing information on the Toro 7000 Series Z-Master zero turn rotary mower that you are interested in.

1-	Toro Model 74267 Z-Master Professional 7000 Series zero turn rotary mower with a 60" Turbo Force deck, 1.5" to 5" cutting heights, twin 16cc pumps and motors, deluxe seat and powered by a 25 hp Kubota diesel engine	$ 15,799.00

This price is guaranteed for 60 days. It includes all freight, set-up and delivery charges.

As always, feel free to give us a call if you have any questions.

Sincerely,

Tim Bullard
Northern Territory Manager

TORO. Count on it.

Groundsmaster® 7200/7210

TORO Count on it.

A Groundsmaster from A to Z.

Groundsmaster®7200/7210

- *18.6 kW (24.8 hp) or 26 kW (35 hp) Kubota® diesel engine*
- *7-gauge welded steel cutting decks*
- *Integrated direct-drive transmission*
- *Hydraulic deck lift*
- *Quick Attach System™ (QAS) – no tools required*
- *Polar Trac™ System – mow-to-snow versatility*

Introducing the new zero-radius turn rotary mowers rugged enough to be called Groundsmasters. These new machines have powerful Kubota® 18.6 kW (24.8 hp) or 26 kW (35 hp) 3-cylinder liquid-cooled diesel engines to get the job done. Heavy-duty 7-gauge welded deck construction, the industry's toughest spindle assembly, and shaft driven cutting decks make these Groundsmasters hard to beat.

Count on Versatility

Attachments

Jack Stand

Debris Blower

Sunshade

Polar Trac System

Convert the Groundsmaster 7200/7210 from mowing into a powerful snow removal machine in less than 4 hours. The patent-pending Polar Trac System is ready for all winter conditions with its heated hard cab, innovative rubber track system, and quick-connect attachments.

Also Available:
- Striping Kit
- Road Light Kit
- Leaf Mulching Kits
- Atomic Blades
- 12V Power Port
- Lug Tyre

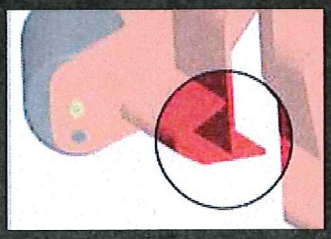
Infield Grooming:
- Tooth Rake
- Coco Drag Mat
- Finish Grader
- Steel Drag Mat

Polar Trac Attachments:
- V-Plow
- Rotary Broom
- Snowthrower
- Angled Snow Blade

More Versatile.

Use one machine to do it all. The Groundsmaster 7200/7210 can both mow and groom. With the exclusive QAS (Quick Attach System) you can switch between attachments in less than a minute without tools. Grooming attachments include: a debris blower, finish grader, tooth rake, drag mat, and Rahn® groomer. When winter strikes you'll be ready with the patent-pending Polar Trac System. Quick-connect Polar Trac attachments include: snowthrower, rotary broom, angled snow blade, and V-plow.

The exclusive Toro QAS makes attachment changes easier than ever.

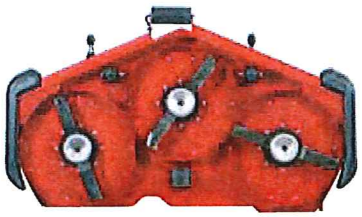


Bull-nose Bumper – This unique design provides durablity and minimizes blowout of grass and dust. The leading edge is raised 6.4 mm (¼") so grass stands up straight for a cleaner cut.

Built to be a Groundsmaster®

The Groundsmaster 7200/7210 cutting decks stand up to the rigors of everyday use with high-strength, 7-gauge welded-steel construction that resists cracking. Toro decks are 33% thicker and 85% stronger than competitive decks made from ordinary 10-gauge steel. The decks employ heavy-duty spindle assemblies with a 23 cm (9") diameter base to absorb impacts that would damage most other assemblies.

Transmission – The direct-drive transmission integrates wheel motor pumps, a hydraulic wet disc clutch and engine power linkage. Coupling the transmission directly to the engine eliminates drive belts and creates an efficient and robust powertrain system that requires less maintenance and service.



158 cm (62") & 183 cm (72") Base Deck with Completion Kit – Completion kits allow you to finish a base deck for rear discharge or recycling modes. The patented vertical discharge system offers improved safety and clipping management by forcing the clippings to be cut and re-cut.

183 cm (72") Side Discharge Deck – An extremely high blade tip speed of assures a cleaner cut without sacrificing mowing speed. The patent-pending rubber discharge deflector disperses clippings evenly while protecting trees and other objects from damage.

The standard ROPS not only provides rollover protection, it also folds down for storage and trailer transport.

All-day comfort.

The Groundsmaster® 7200/7210 is the ideal choice for productivity and operator comfort. It is capable of a 20.9 km/hr (12.5 mph) mow/transport speed and the 43.5 litre (11.5-gallon) fuel tank is large enough for a full day of mowing. The hydraulic deck lift, zero-turn stick operation, deluxe suspension seat and cup holder ensure operator comfort and reduce fatigue.

Specifications for Groundsmaster 7200/7210

Engine
Model: Kubota®, 3-cylinder, diesel
Rating: 7200: 18.6 kW (24.8 hp) 7210: 26 kW (35 hp) turbo
Displacement: 1123 cc
Fuel: Diesel
Fuel capacity: 43.5 litre (11.5 gallon)
Cooling: Liquid

Traction Unit
Transmission: Direct drive to engine, integrates dual wheel motor pumps and hydraulic clutch directly mounted to engine
PTO Clutch: Hydraulically actuated wet multi-disc clutch
Wheel Drive: Independent high-torque, low-speed wheel motors with 310cc displacement
Steering: Adjustable twin sticks with high performance CYB® hydraulic dampers
Deck Lift: Hydraulic
Instrumentation: Hour meter, glow plug, temperature, oil pressure, alternator
Seat: High back cushion, adjustable for operator weight, seat back angle, fore/aft position, lumbar support and armrest height
ROPS: 2-post foldable

Electrical
Battery: 12 volt, 540 CCA
Alternator: 40 amp
Interlock: Traction neutral, operator presence, parking brake, PTO on, auxiliary hydraulics on, high temp and overtemp

Tyres
Drive: 24 x 12-12, 6-ply pneumatic tubeless, demountable and interchangeable
Front castor: 15 x 6-6, tubeless, 4-ply ribbed

Dimensions
Length: 241.3 cm (95")
Height: 190 cm ROPS up (72"); 122 cm ROPS down (48")
Wheelbase: 145.8 cm (57")
Width: 191 cm (75") w/183 cm (72") Side Discharge; 198 cm (78") w/183 cm (72") Guardian Recycler; 173 cm (68") w/158 cm (62") Guardian Recycler
Weight: 862 kg (1900 lbs.)

Ground Speed
0-20.1 km/h (0-12.5 mph) forward; 0-13.7 km/h (0-8.5 mph) reverse

Cutting Units
152 cm (60") Side Discharge (See distributor for availability)
Type: 3-blade
Width of cut: 152 cm (60")
Height of cut: 3-15 cm (1–6"), adjustable in 6 mm (1/4") increments
Mowing Rate: 1.5 hectares/h (3.6 acres/h) at 8 km/h (5 mph)
Construction: 7-gauge welded steel
Chute: 8 mm (5/16) rubber discharge

158 cm (62") Base Deck*
Type: 3-blade
Width of cut: 158 cm (62")
Height of cut: 3-15 cm (1–6"), adjustable in 6 mm (1/4") increments
Mowing Rate: 1.3 hectares/h (3.1 acres/h) at 8 km/h (5 mph)
Completion Kits: *Guardian Recycler Baffle kits and rear discharge baffle kits are required
Construction: 7-gauge welded steel

183 cm (72") Base Deck*
Type: 3-blade, front mounted rotary
Width of cut: 183 cm (72")
Height of cut: 3-15 cm (1–6"), adjustable in 6 mm (1/4") increments
Mowing Rate: 1.5 hectares/h (3.6 acres/h) at 8 km/h (5 mph)
Construction: 7-gauge welded steel
Completion Kits: *Guardian Recycler Baffle kits and rear discharge baffle kits are required

183 cm (72") Side Discharge
Type: 3-blade, front mounted rotary
Width of cut: 183 cm (72")
Height of cut: 3-15 cm (1–6"), adjustable in 6 mm (1/4") increments
Mowing Rate: 1.5 hectares/h (3.6 acres/h) at 8 km/h (5 mph)
Construction: 7-gauge welded steel
Chute: 8 mm (5/16) rubber discharge

Warranty: Two-year limited

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www.toro.com

TORO **Count on it.**

RESOLUTION NO. 15-84

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE PURCHASE OF A TORO GROUNDSMASTER® 7200 FROM L.L. JOHNSON COMPANY IN THE AMOUNT OF $15,799.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie wishes to purchase an additional mower; a Toro Groundsmaster® 7200 from L.L. Johnson Company in the amount of $15,799.00; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make this purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the purchase of a Toro Groundsmaster® 7200 for the Parks & Open Space Maintenance Division is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to purchase an additional mower from L.L. Johnson Company, and appropriate Town Officers are hereby authorized and directed to execute the purchase and expenditures of funds.

Section 3. That entering into this purchase is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JULY, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, CMC, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**CONSENT AGENDA** Consideration of Resolution 15-85: A Resolution For The Purpose Of Granting an Encroachment License Agreement to Anadarko for Construction of Oil and Gas Related Pipelines in Town easement and Right-of-way, And Setting Forth Details In Relation Thereto.
DEPARTMENT:	Public Works
PRESENTER/PREPARER:	**Gary Behlen, Director of Public Works** **Matt Wiederspahn, Development Engineer**
FISCAL INFORMATION:	Cost as Recommended: N/A Balance Available: N/A Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000 New Appropriation Required: ☐ Yes ☒ No
STAFF RECOMMENDATION:	Approving Resolution 15-85 Authorizing the Mayor to sign an Encroachment License Agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Anadarko is proposing to re-locate an existing pipeline in Colliers Hill that currently conflicts with future development in Colliers Hill Filing 3. The new pipeline alignment requires crossing an existing Town sanitary sewer easement as well as using a portion of the Town owned Weld County Road 5 right-of-way. The Encroachment License will grant Anadarko the right to use the Town's easement and right-of-way. Staff has reviewed the pipeline plans and do not believe the pipeline will conflict with Town facilities. The agreement also allows the Town to terminate the agreement at any time with a 30 day notice.

Staff is recommending approving the resolution and authorizing the Mayor to sign the Encroachment License Agreement.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
_____ **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-85
b. Encroachment License Agreement
c. Vicinity Map

RESOLUTION NO. 15-85

A RESOLUTION FOR THE PURPOSE OF GRANTING AN ENCROACHMENT LICENSE AGREEMENT TO ANADARKO FOR CONSTRUCTION OF OIL AND GAS RELATED PIPELINES IN TOWN EASEMENT AND RIGHT-OF-WAY; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie wishes to enter into an Encroachment License Agreement with Anadarko for the purpose of allowing construction of oil and gas related pipelines in the Town's easement and right-of-way; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into such an Encroachment License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Encroachment License Agreement between the Town of Erie and Anadarko is found to be a reasonable and acceptable license agreement for the purpose of allowing Anadarko to construct oil and gas related pipelines in the Town's easement and right-of-way.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Encroachment License Agreement and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said Encroachment License Agreement.

Section 3. That entering into the Encroachment License Agreement is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JULY, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, CMC, Town Clerk

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into at Erie, Colorado this ___ day of _____, 2015, by and between the TOWN OF ERIE, a Colorado municipal corporation ("Town") and Kerr-McGee Gathering LLC, a Colorado limited liability company ("Licensee").

RECITALS

A. Town is the owner of the following real property situated in the County of Weld and State of Colorado, to wit: See Exhibit "A," attached hereto and incorporated herein by this reference ("Town's Property"). For the purpose of this Agreement, the Town's Property shown on Exhibit "A" consists of Town road right-of-way for Weld County Road 5, and an access and utility easement.

B. Licensee intends to install a pipeline and access driveway (the "Encroachments") on the Town's Property in the approximate locations depicted on Exhibit "B" and more particularly described on Exhibit "C".

C. The Town has agreed to grant to Licensee a personal privilege to maintain the Encroachments described above on the Town's Property, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

D. Licensee shall be responsible for verifying that the area needed to install said Encroachments, and the Encroachments themselves are located entirely within the Town's Property.

E. Licensee shall obtain a right-of-way permit from the Town of Erie Public Works Department prior to installation of the Encroachments.

1. Grant of License. The Town hereby grants to Licensee the personal privilege and permission to enter upon the Town's Property and to install and maintain the Encroachments described above on the Town's Property subject, however, to the terms, conditions and limitations of this Agreement (the "License"). The License herein granted shall be subject to all existing utility easements, if any, located on or under the Town's Property.

2. Term. This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by Licensee to the Town for the License and privilege granted by this Agreement shall be Five Hundred Dollars ($500.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Licensee understands, acknowledges and agrees that the License and this Agreement do not create an interest or estate in Licensee's favor in the Town's Property. The Town retains legal possession of the full boundaries of Town's Property, and the License and this Agreement merely grant to Licensee the personal privilege to install and maintain the Encroachments described above throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by Licensee on the improvements which constitute the Encroachments, the License and this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of Licensee. Licensee shall expend any time, money or labor at Licensee's own risk and peril.

5. Limited Scope of License. The License hereby granted to Licensee is limited in scope to the following permitted use or uses: install and maintain pipeline and access driveway. Licensee shall not have the right to expand the License, the Encroachments or Licensee's use of the Town's Property or to alter or change Licensee's use of the Town's Property.

6. Use of Licensed Premises By Others. Licensee may permit Licensee's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Property for which the License and this Agreement has been executed.

7. Transferability of License. The License granted to Licensee by this Agreement may not be transferred without the written consent of Town, which consent shall not be unreasonably withheld.

8. Default. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within five (5) days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the defaulting party shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided hereinabove, the non-defaulting party, without further notice, shall have the right to declare that the License and this Agreement are terminated pursuant to Paragraph 9 hereof effective upon such date as the non-defaulting party shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the License herein granted to Licensee is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Licensee. This Agreement, and the License herein granted to Licensee, may be terminated by Town, at the Town's sole discretion, without liability for breach of this Agreement by the giving of thirty (30) days' advance written notice to Licensee. The notice provision established by this paragraph 9(a) shall conclusively be deemed to be reasonable.

b. Termination Upon Removal Of Improvements. In the event that Licensee's Encroachments on the Town's Property are permanently removed by Licensee, this Agreement, and the License herein granted to Licensee, may be terminated by Town upon not less than thirty (30) days' advance written notice to Licensee. If Licensee's Encroachments are destroyed Licensee shall have the option to replace the Encroachments with like facilities or to remove the Encroachments permanently and surrender the License granted under this Agreement.

c. Termination Upon Default. This Agreement and the License herein granted to Licensee may be terminated by the Town upon the material default of Licensee in the performance of the material covenants or agreements of this Agreement in accordance with the revisions of Paragraph 8 of this Agreement. This Agreement and the License herein granted to Licensee may be terminated by Licensee upon the material default of the Town in the performance of the material covenants or agreements of this Agreement in accordance with the revisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of the License and this Agreement the Town may cause to be recorded with the Clerk and Recorder of Weld County, Colorado a written Notice of Termination.

e. No Compensation To Licensee. In the event of termination of the License and this Agreement for any reason, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for the License and this Agreement, nor shall Licensee be compensated for any improvements which must be removed from the Town's Property.

10. Permanent Removal Of Encroachments Upon Termination. At such time as this Agreement and the License herein granted to Licensee is terminated Licensee shall remove, at Licensee's sole expense, any and all Encroachments owned or maintained by Licensee on the Town's Property pursuant to this Agreement. Licensee shall abandon the Encroachments according to the State of Colorado State Engineer Office guidelines.

11. Repair and Replacement. Licensee shall be responsible for the repair and replacement for any damages to the Town's Property.

12. Insurance. Licensee shall obtain and maintain at all times during the term hereof, at Licensee's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than $1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than $1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the License herein granted to Licensee, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Licensee fails to procure and maintain the insurance required by this Paragraph 12. Licensee shall obtain and maintain at all times during the term hereof, at Licensee's sole cost, comprehensive automobile liability insurance with single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Licensee's owned, hired or non-owned vehicles assigned to or used in relation to the License granted herein. Licensee shall obtain and maintain at all times during the term hereof, at Licensee's sole cost, Licensee's pollution liability insurance (including Errors and Omissions) for losses caused by pollution conditions that arise from the operations of the Licensee pursuant to the License granted herein with per occurrence limits of not less than One Million Dollars ($1,000,000) and general aggregate limits of not less than Two Million Dollars ($2,000,000). If at any time while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Licensee's insurance requirement provided in this Paragraph 12 shall be increased accordingly. Notwithstanding anything stated in this Paragraph 12, Licensee shall be permitted to self-insure for any or all of the foregoing insurance requirements in this Paragraph 12. In the event Licensee self-insures for any insurance required herein, prior to the implementation of such self-insurance, Licensee shall provide to Town a statement of self-insured fund or a financial statement evidencing financial responsibility for such self-insurance.

13. Maintenance. During the term of this Agreement Licensee shall, at Licensee's sole expense, maintain the improvements which encroach onto the Town's Property in safe and good condition.

14. Licensee's Waiver Of Claims Against Town. As a part of the consideration paid by Licensee for the License and this Agreement, Licensee hereby waives any and all claims which Licensee may or might hereafter have or acquire against Town for loss or damage to Licensee's improvements which encroach onto the Town's Property arising from the use by the Town, or the public, of the Town's Property for any legal purpose; provided, however, that before any non-emergency use of the Town's Property in the area of Licensee's Encroachments, Town shall provide Licensee with sufficient notice to permit Licensee to have a representative present to observe and counsel regarding such use.

15. Indemnification. Licensee agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Property pursuant to the License and this Agreement, to the extent such injury, loss, or damage is caused by the negligence of Licensee, any contractor or subcontractor of Licensee, or any officer, employee, tenant, agent, customer, or representative of Licensee, or of any person permitted or allowed to use the Town's Property by Licensee, or which arise out of any worker's compensation claim of any employee of Licensee or of any subcontractor of Licensee or of any tenant of Licensee; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Licensee. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

16. Mechanics' Liens. Licensee shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Licensee on the Town's Property, and Licensee shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such

lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, Licensee, Licensee shall, within ten (10) days thereafter, at Licensee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

17. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:	Town Administrator Town of Erie P.O. Box 750 Erie, Colorado 80516
If To The Licensee:	Kerr-McGee Gathering LLC 1099 18th Street, Suite 1800 Denver, Colorado 80202 Attention: Land Manager, Surface Land

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 17.

18. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

19. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

20. Governmental Immunity. The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law or limitations otherwise available to Town, its officers, or its employees.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

22. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

23. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

24. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

25. Authority Of Town. This Agreement is entered into pursuant to Ordinance _____ of the Board of Trustees of the Town of Erie, Colorado adopted _____.

IN WITNESS WHEREOF, the parties hereto have entered into this Encroachment License Agreement as of the day and year first set forth above.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

LICENSEE:

KERR-MCGEE GATHERING LLC,
a Colorado limited liability company

By: _____ Ron Olsen
Agent and Attorney-in-Fact, (Title) CK 78

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The forgoing Encroachment License Agreement was subscribed and sworn to before me this 21st day of May, 2015, by Ronald H. Olsen, Agent, of Kerr-McGee Gathering LLC, as the act and deed of such limited liability company.

(Seal of Notary)

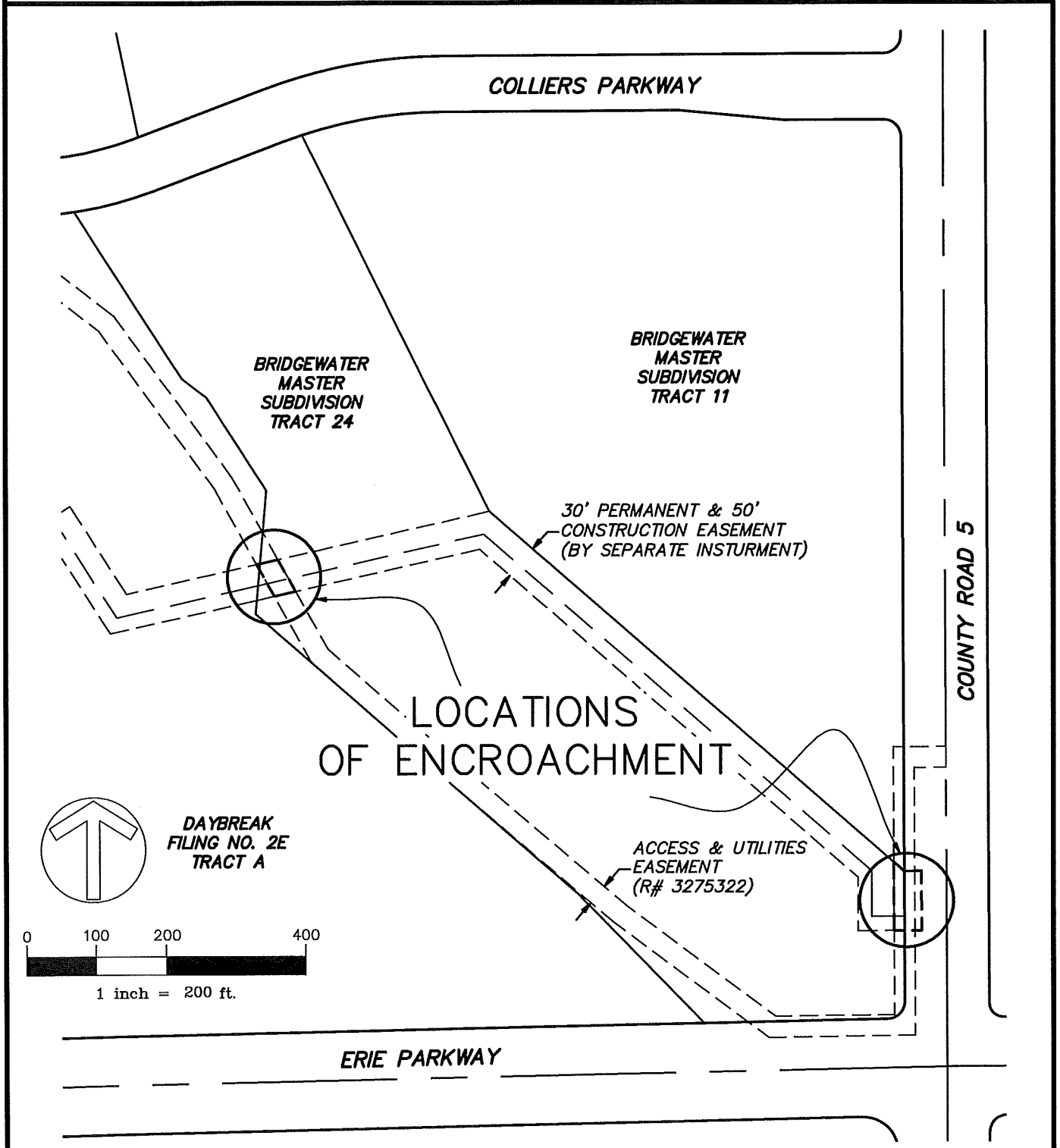
_____
Notary Public
Address

My Commission expires: 10/3/2018

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
COMMISSION EXPIRES OCT. 03, 2018

5/21/15

EXHIBIT B



CR5 AND ACCESS & UTILITIES ESMT (R# 3275322)
ENCROACHMENT AREAS
BRIDGEWATER MASTER SUBDIVISION
ERIE, COLORADO

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105
www.hurst-assoc.com

SCALE	HOR. 1"=200' VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/28/15
SHEET	1 OF 1

FILE G:\202042\SURVEY\LEGAL\ERIE ENCROACHMENT LICENSE

EXHIBIT C

ENCROACHMENT AREA DESCRIPTION:

A PARCEL OF LAND LOCATED ACROSS THE RIGHT OF WAY OF COUNTY ROAD 5 AND A PORTION OF A ACCESS AND UTILITIES EASEMENT AS DESCRIBED IN INSTRUMENT RECORDED 04/07/2005 AT RECEPTION NO. 3275322 IN THE RECORDS OF WELD COUNTY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17 FROM WHENCE THE EAST QUARTER OF SAID SECTION 17 BEARS N00°13'30"W (BASIS OF BEARINGS)

THENCE N00°13'30"W, 194.85 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17

THENCE S89°46'30"W, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°46'30"W 40.00 FEET TO THE WESTERLY LINE OF SAID ACCESS AND UTILITES EASEMENT;

THENCE N00°13'30"W, 98.11 FEET ALONG SAID WESTERLY EASEMENT LINE;

THENCE S49°04'18"E, 19.92 FEET;

THENCE N89°46'30"E, 25.00 FEET;

THENCE S00°13'30"E, 85.00 FEET ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO THE POINT OF BEGINNING, CONTAINING 3,498 SQUARE FEET, MORE OR LESS.

DESCRIPTION PREPARED BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

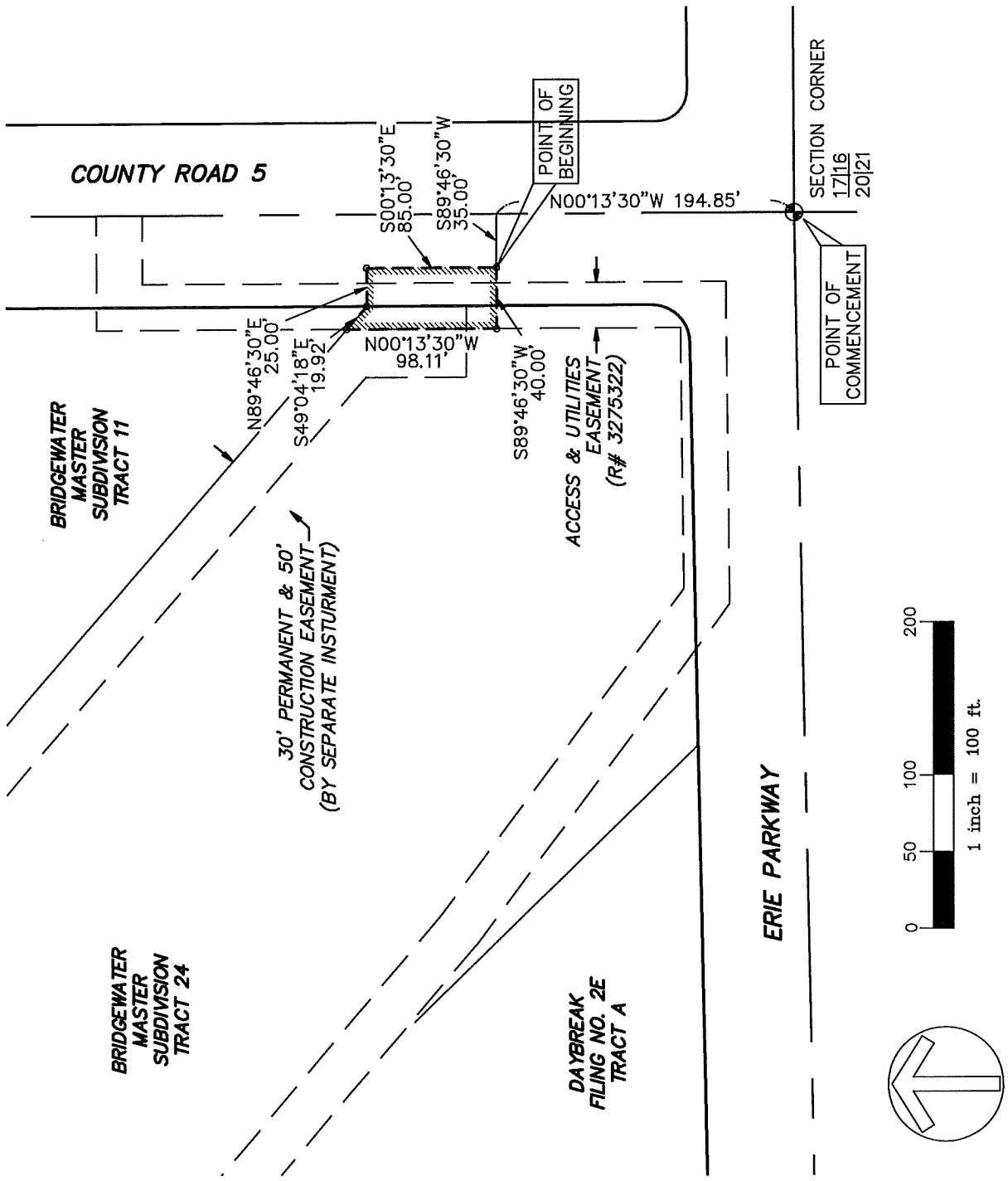
CR5 AND ACCESS & UTILITIES ESMT (R# 3275322)
ENCROACHMENT PORTION DESCRIPTION
BRIDGEWATER MASTER SUBDIVISION
ERIE, COLORADO

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105
www.hurst-assoc.com

SCALE HOR.	N/A
VERT.	N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/28/15
SHEET	1 OF 2

FILE G:\202042\SURVEY\LEGAL\ERIE ENCROACHMENT LICENSE

EXHIBIT C



NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.
THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

CR5 AND ACCESS & UTILITIES ESMT (R# 3275322)
ENCROACHMENT PORTION EXHIBIT
BRIDGEWATER MASTER SUBDIVISION
ERIE, COLORADO

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105
www.hurst-assoc.com

SCALE HOR.	1"=100'
VERT.	N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/28/15
SHEET	2 OF 2

FILE G:\202042\SURVEY\LEGAL\ERIE ENCROACHMENT LICENSE

EXHIBIT C

ENCROACHMENT AREA DESCRIPTION:

A PORTION OF A ACCESS AND UTILITIES EASEMENT AS DESCRIBED IN INSTRUMENT RECORDED 04/07/2005 AT RECEPTION NO. 3275322 IN THE RECORDS OF WELD COUNTY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17 FROM WHENCE THE EAST QUARTER OF SAID SECTION 17 BEARS N00°13'30"W (BASIS OF BEARINGS);

THENCE N00°13'30"W, 427.42 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO AN ANGLE POINT OF SAID ACCESS AND UTILITIES EASEMENT RECORDED AT RECEPTION NO. 3275322; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID EASEMENT THE FOLLOWING SEVEN COURSES:

1) S89°46'30"W, 45.00 FEET;
2) S00°13'30"E, 382.52 FEET;
3) S89°16'14"W, 210.36 FEET;
4) N53°19'54"W, 276.21 FEET;
5) N49°36'05"W, 284.44 FEET;
6) N49°04'18"W, 286.68 FEET;
7) N29°17'32"W, 108.91 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N29°17'32"W 52.19 FEET ALONG SOUTHERLY EASEMENT LINE;

THENCE N77°21'19"E, 31.31 FEET TO THE NORTHEASTERLY LINE OF SAID ACCESS AND UTILITIES EASEMENT;

THENCE S29°17'32"E, 52.19 FEET ALONG SAID NORTHEASTERLY EASEMENT LINE;

THENCE S77°21'19"W, 31.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1,566 SQUARE FEET, MORE OR LESS.

DESCRIPTION PREPARED BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

ACCESS & UTILITIES EASEMENT (R# 3275322)
ENCROACHMENT DESCRIPTION
BRIDGEWATER MASTER SUBDIVISION
ERIE, COLORADO

HURST
CIVIL ENGINEERING
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2500 Broadway, Suite B
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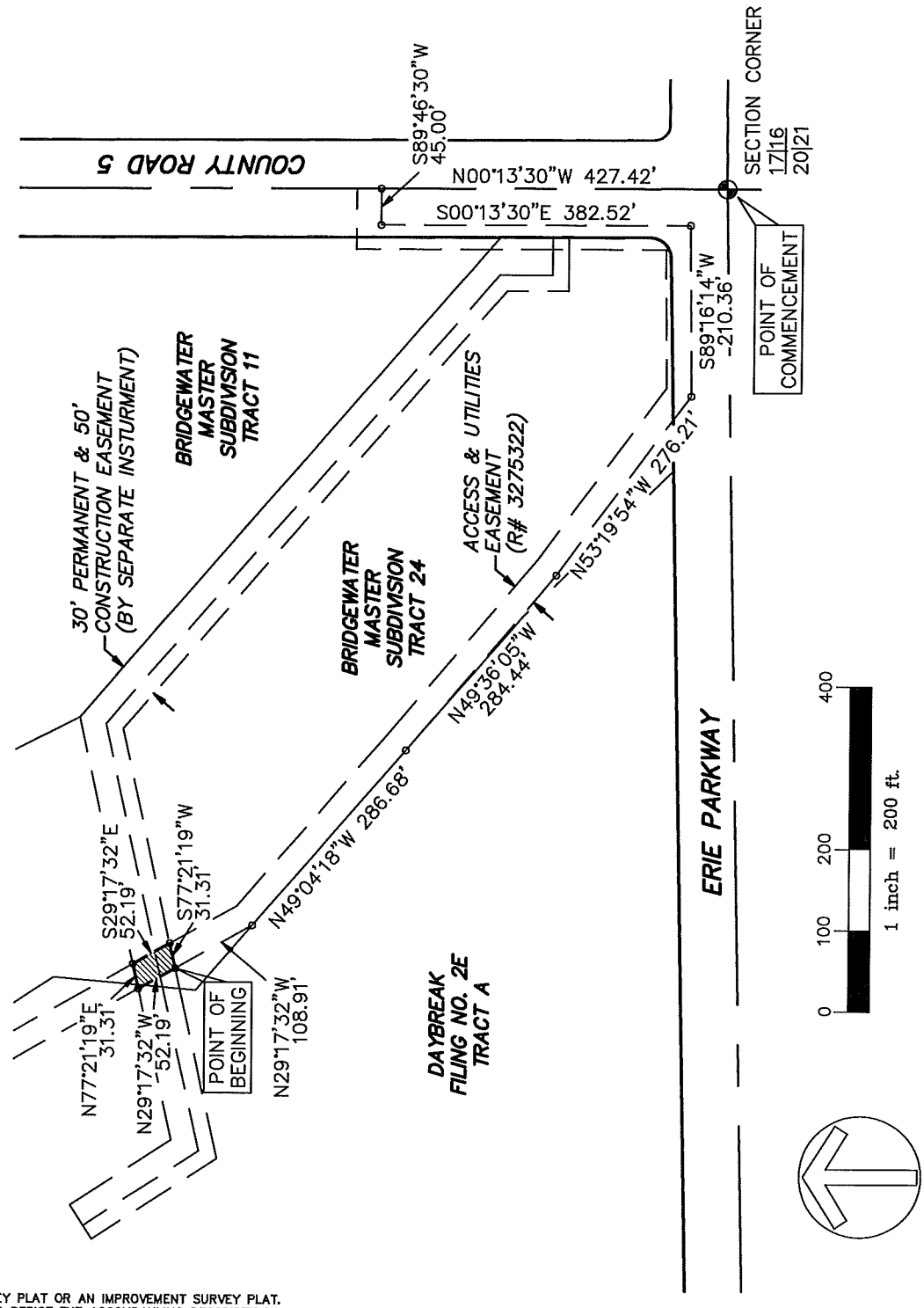
303.449.9105
www.hurst-assoc.com

SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/28/15
SHEET	1 OF 2

FILE G:\202042\SURVEY\LEGAL\ERIE ENCROACHMENT LICENSE

EXHIBIT C



NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT.
THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

ACCESS & UTILITIES EASEMENT (R# 3275322)
ENCROACHMENT EXHIBIT
BRIDGEWATER MASTER SUBDIVISION
ERIE, COLORADO

HURST
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SCALE	HOR. 1"=200' VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/28/15
SHEET	2 OF 2

FILE G:\202042\SURVEY\LEGAL\ERIE ENCROACHMENT LICENSE

Anadarko Encroachment License Agreement

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**CONSENT: RESOLUTION** **CONSIDERATION OF RESOLUTION 15-89:** A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown In The Erie Highlands Filing No. 3 Final Plat; Authorizing The Appropriate Town Official To Sign The Erie Highlands Filing No. 3 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of The Development Agreement; And, Setting Forth Details In Relation Thereto.
CODE REVIEW:	Erie Municipal Code, Title 10
PURPOSE:	Board of Trustees acceptance of dedications and the Erie Highlands Filing No. 3 Development Agreement for the Erie Highlands Filing No. 3, Final Plat.
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner

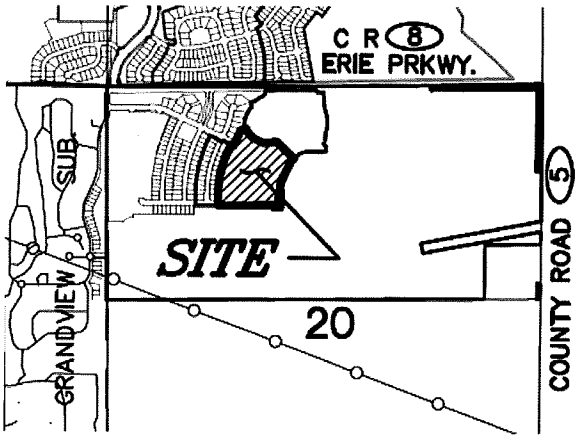
FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

STAFF RECOMMENDATION:	Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 15-89.
PLANNING COMMISSION RECOMMENDATION:	n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: Oakwood Homes, LLC
Chad Ellington
4908 Tower Road
Denver, CO 80249

Location: South of Erie Parkway and East of Summit Boulevard.



Summary:
The Resolution, provided for consideration by the Board of Trustees, accepts dedications on the plat and authorizes the appropriate town official to sign the plat and Erie Highlands Filing No. 3 Development Agreement which outlines obligations of the Town and the Owners for Erie Highlands Filing No. 3, Final Plat.

Project Description:
The Erie Highlands Filing No. 3 Final Plat creates 16 single family lots, associated right-of-ways and 4 tracts on 13.995 acres.

Project Process:
The Community Development Director and Public Works Director have conditionally approved the Erie Highlands Filing No. 3 Final Plat, contingent upon the acceptance of the dedications and development agreement by the Board of Trustees and the filing of appropriate documents with Town staff.

Public Notice:
Public Notice is not required.

Staff Recommendation:
Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 15-89.

Staff Review:

____**Town Attorney**
____**Town Clerk**
DW **Community Development Director**
____**Finance Director**
____**Police Chief**
____**Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-89
b. Erie Highlands Filing No. 3 Final Plat
c. Erie Highlands Filing No. 3 Development Agreement

ATTACHMENT A

RESOLUTION NO. 15-89

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING DEDICATIONS AS SHOWN IN THE ERIE HIGHLANDS FILING NO. 3 FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ERIE HIGHLANDS FILING NO. 3 DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF THE DEDICATIONS AND DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of dedications and Development Agreement on July 14, 2015, on the application of Oakwood Homes, LLC, 4908 Tower Road, Denver, Colorado, 80249, for the Erie Highlands Filing No. 3 Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the dedications from of Oakwood Homes LLC; and,

WHEREAS, the applicants have submitted a land appraisal to determine the value of the fee-in-lieu payment to satisfy the Town of Erie community park dedication requirement; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Erie Highlands Filing No. 3 Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Erie Highlands Filing No. 3 Final Plat with the following conditions:

1. At Final Plat and Building Permit, the applicant shall follow recommendations made by CTL Thompson in the soils, geotechnical, and geological subsidence reports; and, the applicant shall follow recommendations made by the Colorado Geological Survey (CGS); related to the CTL Thompson reports.

2. The applicant shall follow the actions recommended in the Dearmin Property - Ecological Site Assessment report; and, listed below, that are supported by the Colorado Division of Wildlife in their referral response:

   a. If any black-tailed prairie dogs are to be moved to another location alive or humanely euthanized, a permit must be obtained from the Colorado Parks and Wildlife.

b. A burrowing owl survey will be required if prairie dogs are euthanized or colonies are disturbed by construction between March 15th and October 31st. The applicant shall use the recommended Survey Protocol and Actions in Protecting Nesting burrowing owls from Colorado Parks and Wildlife.

3. Technical corrections to Erie Highlands Filing No. 3 Final Plat shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth in the Erie Highlands Filing No. 3 Final Plat and authorizes the appropriate Town Official to sign the Erie Highlands Filing No. 3 Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby accepts the land appraisal in accordance with the Town of Erie Municipal Code.

Section 4. The Board of Trustees of the Town of Erie hereby approves the Erie Highlands Filing No. 3 Development Agreement for the Erie Highlands Filing No. 3 Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 14th day of July 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT B

ERIE HIGHLANDS FILING NO. 3

AN AMENDMENT OF TRACT D, ERIE HIGHLANDS FILING NO. 2,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
13.995 ACRES – 16 LOTS, 4 TRACTS
FP-000069-2014
SHEET 1 OF 2

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

TRACT D, ERIE HIGHLANDS FILING NO. 2 AS RECORDED UNDER RECEPTION NO. 4108025 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 13.995 ACRES, (609,634 SQUARE FEET), MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **ERIE HIGHLANDS FILING NO. 3**. THE STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ERIE, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES SHOWN HEREON.

OWNER: OAKWOOD HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

ATTEST: _____
SECRETARY / TREASURER

STATE OF COLORADO)
)SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____, AS _____

WITNESS MY HAND AND OFFICIAL SEAL:

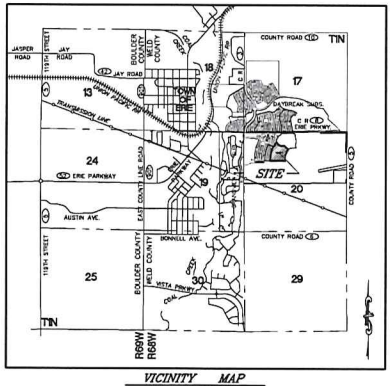
_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TRACT SUMMARY CHART					
TRACT	USE	AREA ACRES	AREA SQ. FEET	FUTURE MAINTENANCE	FUTURE OWNER
TRACT A	LANDSCAPE, UTILITIES, PUBLIC ACCESS	0.072	3,130	METRO. DIST.	METRO. DIST.
TRACT B	LANDSCAPE, UTILITIES, PUBLIC ACCESS	0.072	3,130	METRO. DIST.	METRO. DIST.
TRACT C	LANDSCAPE, UTILITIES, PUBLIC ACCESS	0.037	1,595	METRO. DIST.	METRO. DIST.
TRACT D	FUTURE DEVELOPMENT	7.380	321,456	OWNER	OWNER
	TOTAL	7.561	329,311		

METRO. DIST. = ERIE HIGHLANDS METROPOLITAN DISTRICTS NO. 1, 2, 3, 4 AND 5

LAND SUMMARY CHART			
TYPE	AREA ACRES	AREA SQ. FEET	% OF TOTAL AREA
RESIDENTIAL LOTS	3.295	143,607	23.6%
TRACTS	7.561	329,311	54.0%
PUBLIC RIGHT-OF-WAY	3.139	136,716	22.4%
TOTAL	13.995	609,634	100%



VICINITY MAP
SCALE: 1"=3000'

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 88°48'39" WEST, A DISTANCE OF 2648.08 FEET BETWEEN FOUND MONUMENTS AS SHOWN HEREON.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 THE CERTIFICATION SHOWN HEREON.
3. STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 01330-52529, EFFECTIVE DATE DECEMBER 24, 2014 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
4. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 08013C0441J, PANEL 441 OF 615, DATED DECEMBER 18, 2012 AND MAP NO. 08013C0442J, PANEL 442 OF 615 (PER INDEX MAP NO. 08013CIND2B DATED DECEMBER 18, 2012 PANEL 442 WAS NOT PRINTED) THE SUBJECT PROPERTY LIES WITHIN "ZONE X", BEING DEFINED AS "OTHER AREAS ... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
6. THE PURPOSE OF THIS PLAT IS TO CREATE TRACTS, LOTS, BLOCKS, EASEMENTS AND RIGHT-OF-WAY OUT OF A PLATTED PARCEL OF LAND, KNOWN AS TRACT D, ERIE HIGHLANDS FILING NO. 2.
7. PRIOR TO A SALES CONTRACT FOR ANY LOT, TRACT OR PARCEL WITHIN THIS SUBDIVISION IS EXECUTED, ALL BOUNDARIES OF SAID LOT, TRACT OR PARCEL MUST BE MONUMENTED IN ACCORDANCE WITH STATE STATUTE 12-25-2 AND 38-51-105 OF THE COLORADO REVISED STATUTES.
8. DUE TO THE PROXIMITY OF THE PROPERTY TO THE ERIE MUNICIPAL AIRPORT, THERE WILL BE AIRCRAFT PASSING OVER THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS PROPERTY AT LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE TOWN OF ERIE FOR AIRCRAFT OPERATIONS.
9. A PUBLIC ACCESS EASEMENT IS HEREBY GRANTED ON AND ACROSS TRACTS A, B AND C AS PLATTED HEREON.
10. THE PROPERTY WITHIN THE PLAT OF ERIE HIGHLANDS FILING NO. 3 IS SUBJECT TO A PERMANENT AVIGATION EASEMENT AS DESCRIBED WITHIN THE AGREEMENT RECORDED UNDER RECEPTION NO. 3984166.
11. MAINTENANCE DEFINITION: MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING, INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.

TITLE VERIFICATION CERTIFICATE:

I, _____ AN AUTHORIZED REPRESENTATIVE OF STEWART TITLE GUARANTY COMPANY, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE TITLE OF ALL THE LANDS HEREIN SHOWN UPON THE PLAT AND THAT THE TITLE OF SUCH LANDS IS IN THE DEDICATOR(S), FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT THOSE SET FORTH IN THE STEWART TITLE GUARANTY COMPANY, TITLE COMMITMENT NO. 01330-52529, EFFECTIVE DATE DECEMBER 24, 2014 AT 8:00 A.M.

BY: _____ DATE: _____ TITLE: _____
AUTHORIZED REPRESENTATIVE

STATE OF _____)
COUNTY OF _____) SS.
CITY OF _____)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015

BY _____ AS _____,

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

COMMUNITY DEVELOPMENT AND PUBLIC WORKS APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR ON THIS _____ DAY OF _____, 20__.

_____
COMMUNITY DEVELOPMENT DIRECTOR

_____
PUBLIC WORKS DIRECTOR

BOARD OF TRUSTEES APPROVAL CERTIFICATE:

THIS PLAT IS TO BE KNOWN AS **ERIE HIGHLANDS FILING NO. 3** AND IS APPROVED AND ACCEPTED BY RESOLUTION NO._____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON THE _____ DAY OF _____ A.D 20__.

MAYOR: _____

ATTEST: _____
TOWN CLERK

SURVEYORS CERTIFICATE:

I, DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON JANUARY 23, 2015, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE MUNICIPAL CODE TITLE 10.
I ATTEST THE ABOVE ON THIS ____ DAY OF_____, 2015.

DEREK S. BROWN, PLS # 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

COLORADO LICENSED DEREK S. BROWN 38064 PROFESSIONAL LAND SURVEYOR

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20___ A.D. AND WAS RECORDED AT RECEPTION NUMBER _____

_____ COUNTY CLERK AND RECORDER

DATE OF LAST REVISION: 2015-05-29

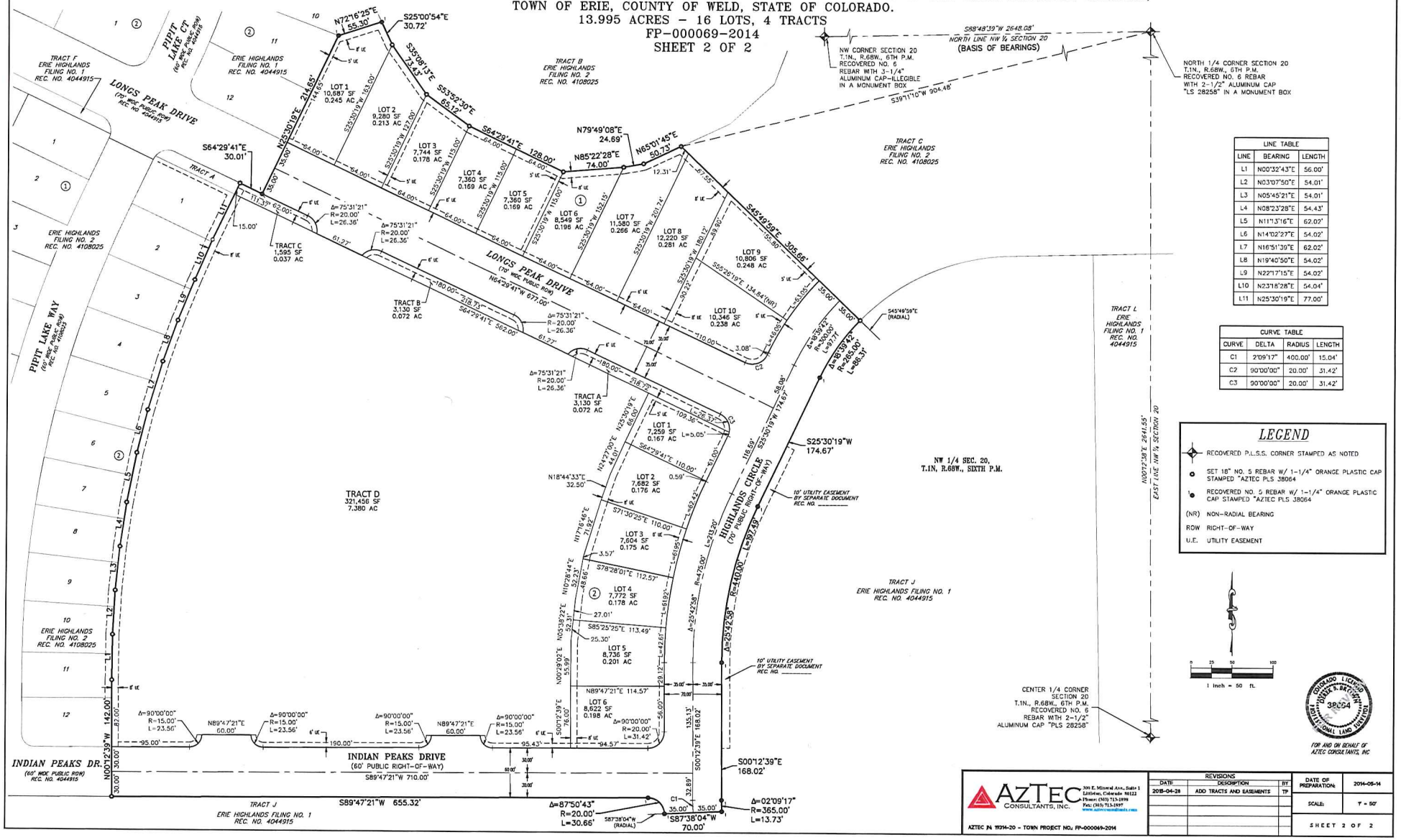
AZTEC CONSULTANTS, INC.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecgroup@mail.com

AZTEC № 19214-20 – TOWN PROJECT NO.: FP-000069-2014

REVISIONS			
DATE	DESCRIPTION	BY	DATE OF PREPARATION: 2014-09-14
2015-04-28	ADD TRACTS AND EASEMENTS	TP	SCALE: NA
			SHEET 1 OF 2

ERIE HIGHLANDS FILING NO. 3

AN AMENDMENT OF TRACT D, ERIE HIGHLANDS FILING NO. 2,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
13.995 ACRES – 16 LOTS, 4 TRACTS
FP-000069-2014
SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°32'43"E	56.00'
L2	N03°07'50"E	54.01'
L3	N05°45'21"E	54.01'
L4	N08°23'28"E	54.43'
L5	N11°13'16"E	62.02'
L6	N14°02'27"E	54.02'
L7	N16°51'39"E	62.02'
L8	N19°40'50"E	54.02'
L9	N22°17'15"E	54.02'
L10	N23°18'28"E	54.04'
L11	N25°30'19"E	77.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	2°09'17"	400.00'	15.04'
C2	90°00'00"	20.00'	31.42'
C3	90°00'00"	20.00'	31.42'

LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- SET 18" NO. 5 REBAR W/ 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064
- RECOVERED NO. 5 REBAR W/ 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064

(NR) NON-RADIAL BEARING
ROW RIGHT-OF-WAY
U.E. UTILITY EASEMENT

COLORADO LICENSED
DUSTIN R. BRAUN
38004
PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC JN 19314-20 – TOWN PROJECT NO. FP-000069-2014

REVISIONS		
DATE	DESCRIPTION	BY
2015-04-28	ADD TRACTS AND EASEMENTS	TP

DATE OF PREPARATION:	2014-05-14
SCALE:	1" = 50'
SHEET 2 OF 2	

ATTACHMENT C

ERIE HIGHLANDS FILING NO. 3
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as "Erie" or "Town," and **OAKWOOD HOMES LLC, a Colorado limited liability company**, 4908 Tower Road, Denver, Colorado, 80249, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for the Erie Highlands Filing No. 3 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, Erie has previously approved and the Parties have entered into that certain Master Pre-Development Agreement ("Master Agreement") approved by the Board of Trustees of Erie on November 12, 2013; that certain Vested Rights Agreement ("Vested Rights Agreement") approved by the Board of Trustees of Erie on November 12, 2013; and that certain Termination of Annexation Agreement approved by the Board of Trustees of Erie on November 12, 2013; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative

Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or

rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements" and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements." In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's "Standards and Specifications for Design and Construction of Public Improvements."

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."

4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.

4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."

5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Homeowners Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.

6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code ("Code").

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns "Standards and Specifications for Design and Construction of Public Improvements" and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance

activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Erie prior to Construction Acceptance.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

   Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

   For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own

expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If, after the notice and cure periods described above in this Section, Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat, unless the obligation to construct the Public Improvements is delegated and assigned to the Erie Highlands Metropolitan District ("District") and such assignment is consented to by the Town, in which case Owner's Improvement Guarantee obligation is waived or modified to the extent Owner's Improvement Guarantee is provided to the Town by the District. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

   a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."

   b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."

   c) Upon Construction Acceptance of Common Facilities: 0%.

   d) After Final Acceptance of Public Improvements: 0%.

3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement

Guarantee received pursuant to this Agreement in accordance with the terms of this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities, but any funds obtained by the Town from the Improvement Guarantee shall be used in accordance with the terms of this Agreement. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall

be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury

without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Owner will be responsible for the construction of the south half of the ultimate cross section of Erie Parkway. The timing and details for the construction of these improvements will be in accordance with the Erie Parkway Three Party Letter Agreement dated _____, ____ 2015.

2. Owner shall install traffic barricades as required by the current Manual of Uniform Traffic Control Devices.

3. Vertical curb shall be constructed on the streets indicated on "Exhibit E," all other streets shall be constructed with roll over curb.

B. Construction Access

All construction traffic for the Development shall enter the Development from Erie Parkway unless otherwise directed by the Public Works Director. Bonanza Drive shall not be used for construction access, employee parking or storage of construction materials.

C. Park and Open Space Dedication Requirements

Owner is responsible for the dedication of park lands and opens space as outlined in the Code and further described in Sections 5 and 6 of the Master Agreement.

TYPE	TOTAL ACREAGE REQUIRED FOR ERIE HIGHLANDS (FROM PUD OVERLAY)	ACREAGE REQUIRED TO BE DEDICATED WITH ERIE HIGHLANDS FILING NO. 3	ACREAGE BEING DEDICATED WITH ERIE HIGHLANDS FILING NO. 3	FEE IN LIEU LAND OF DEDICATION PROVIDED WITH ERIE HIGHLANDS FILING NO. 3	ACREAGE PREVIOUSLY DEDICATED OR FEE IN LIEU PAID	ACREAGE REMAINING TO BE DEDICATED WITH FUTURE FILINGS
Community Park	13.87	0.22	0	0.22	1.56	12.09
Neighborhood Park	8.32	0.13	0	0	0	8.32
Pocket Park	1.39	0.02	0	0	0.97	0.42
Open Space	47.15	0.76	0	0	0	47.15

1. Owner shall pay a fee in lieu of park land dedication for 0.22 acres of Community Park. The fee in lieu payment is outlined in "Exhibit C."

2. The required open space and park land dedications shall occur as outlined in the Master Agreement.

D. Installation of Open Space, Parks, Landscaping and Trails

1. Owner shall be responsible for installation of landscaping, trail and sidewalk improvements on Tracts A, B and C and within the Longs Peak Drive right-of-way.

2. Owner shall be responsible for installation of landscaping, trail and sidewalk improvements within the Indian Peaks Drive right-of-way, adjacent to Tract J, Erie Highlands Filing No. 1.

3. Street trees within the Highlands Circle right-of-way and tree lawn adjacent to Tract J, Erie Highlands Filing No. 1 shall be installed concurrent with the development of this tract.

E. Maintenance of Parks, Trails, Open Space and Landscaping - "Exhibit F"

1. Tracts A, B and C shall be maintained by the District.

2. Longs Peak Drive right-of-way landscaping, adjacent to Tract A, Tract B, and Tract C, shall be maintained by the District.

3. Indian Peaks Drive right-of-way landscaping, adjacent to Tract J, Erie Highlands Filing No. 1, shall be maintained by the District.

F. Improvements to Private Tracts

1. Tracts A, B and C
   Owner shall provide cash or letter of credit for improvements to be located on Tracts A, B and C.

2. Tract D
   Tract D is for future development. Owner shall be responsible for maintenance, including weed control on Tract D until the tract is further subdivided into individual lots.

G. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

H. Construction Trailers and Model Homes

Construction trailers and model homes are permitted provided they comply with standards outlined in Title 10 of the Code.

I. Fencing

Fencing within the Development shall be installed in accordance with Erie Highlands PUD Overlay and the Code. The finished side of a fence shall face the open space and/or right-of-way.

J. Sanitary Sewer

1. Coal Creek Interceptor
   The Town is due cost recovery at a rate of $55.00 for each Single Family Equivalent ("SFE"). The reimbursement is outlined in "Exhibit C."

2. NWRF Interceptor
   The Town is due cost recovery at a rate of $410.00 for each SFE. The reimbursement is outlined in "Exhibit C."

K. Water

Owner shall pay raw water fees for all permanently irrigated Tracts and right-of ways prior to the installation of landscaping within said Tracts and right-of-ways. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water fees. The establishment period is generally two years.

L. Wildlife

Owner shall follow actions recommended in the Dearmin Property-Ecological Site Assessment Report and supported by the Colorado Division of Wildlife.

1. If any black-tailed prairie dogs are to be removed to another location alive or humanely euthanized, a permit must be obtained from Colorado Parks and Wildlife.

2. A burrowing owl survey shall be required if prairie dogs are euthanized or colonies are disturbed by construction between March 15th and October 31st. Owner shall use the recommended Survey Protocol and Actions in Protecting Nesting burrowing owls from Colorado Parks and Wildlife.

M. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

2. An Airport Disclosure statement indicating the existence of an Avigation Easement ("Exhibit H") shall be signed by the property owner with the execution of the sales contract for the property.

3. An Undermining Disclosure statement indicating that undermining exists in the area ("Exhibit I") shall be signed by the property owner with the execution of the sales contract for the property.

4. A Landfill Disclosure statement indicating that Landfills exist in the area ("Exhibit J") shall be signed by the property owner with the execution of the sales contract for the property.

5. A Gun/Rifle Range Disclosure statement indicating the existence of a Gun/Rifle Range immediately adjacent to the Erie Highlands Development ("Exhibit K") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for Erie Highlands Filing No. 3 constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of fifteen (15) years as provided in the "Vested Rights Agreement."

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in

default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required and still outstanding under this Agreement and if a Certificate of Occupancy has been issued for the developed lot Erie acknowledges that no guaranty, security or surety shall be necessary. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:	Owner:
Town of Erie Town Administrator P.O. Box 750 Erie, Colorado 80516-0750	Oakwood Homes LLC John Cheney 4908 Tower Road Denver, CO 80249
Mark Shapiro Mark R. Shapiro, PC 1650 38th Street, Suite 103 Boulder, CO 80301-2624	Carolynne White Brownstein|Hyatt|Farber|Schreck, LLP 410 Seventeenth Street, Suite 2200 Denver, CO 80202-4432

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure
Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals
Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements
All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority
Owner warrants to Erie that Oakwood Homes LLC, is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability
If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue
In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance
Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability
This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF ERIE:

_____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, Town Clerk

OWNER:

OAKWOOD HOMES LLC
a Colorado limited liability company

By: _____
Name: Robert J. Sanderman
Title: Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this 18th day of June, 2015, by Robert J. Sanderman as EVP of Oakwood Homes LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission expires 02-19-19.

KATHLEEN A. FRASCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914002372
MY COMMISSION EXPIRES FEBRUARY 19, 2019

_____
Notary Public

2015 05-19 Town

EXHIBITS LIST

EXHIBIT A – ERIE HIGHLANDS FILING NO. 3 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

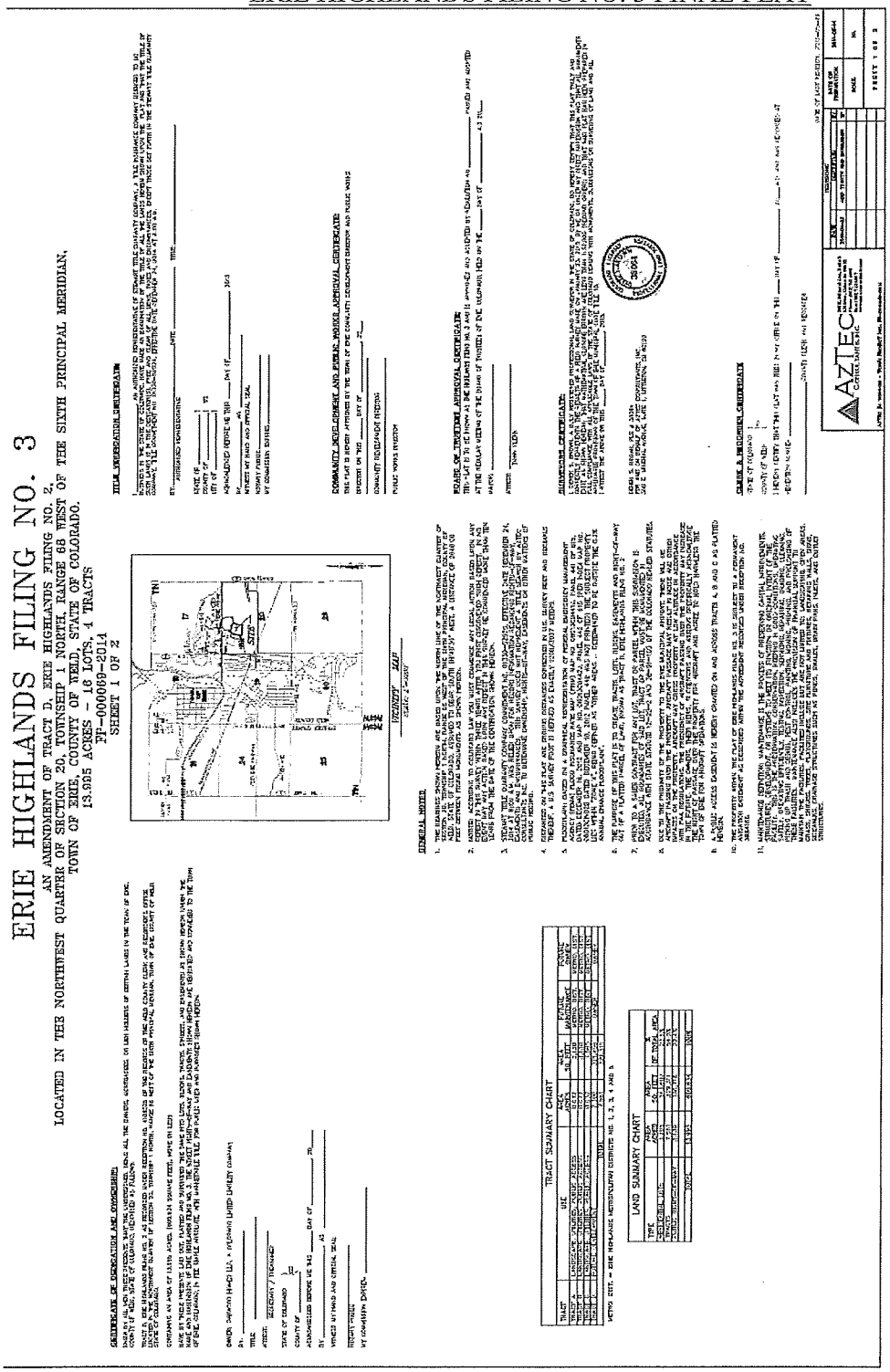
EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

EXHIBIT K – GUN/RIFLE RANGE DISCLOSURE

EXHIBIT A

ERIE HIGHLANDS FILING NO. 3 FINAL PLAT



ERIE HIGHLANDS FILING NO. 3

AN AMENDMENT OF TRACT D, ERIE HIGHLANDS FILING NO. 2,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
13.995 ACRES - 16 LOTS, 4 TRACTS
FP-000069-2014
SHEET 1 OF 2

OWNERSHIP CERTIFICATE

TITLE CERTIFICATION

COMMUNITY DEVELOPMENT AND PUBLIC WORKS APPROVAL CERTIFICATE

BOARD OF TRUSTEES APPROVAL CERTIFICATE

SURVEYOR'S CERTIFICATE

GENERAL NOTES

VICINITY MAP

TRACT SUMMARY CHART

TRACT	USE	AREA (ACRES)	% OF TRACT	PUBLIC OR PRIVATE	PERMIT OWNER
TRACT A	LANDSCAPE / PUBLIC GROUP PARKS	0.610	4.36%	PUBLIC	ERIE REC. DIST.
TRACT B	LANDSCAPE / PUBLIC GROUP PARKS	0.610	4.36%	PUBLIC	ERIE REC. DIST.
TRACT C	LANDSCAPE / PUBLIC GROUP PARKS	0.610	4.36%	PUBLIC	ERIE REC. DIST.
TRACT D	PUBLIC / COMMERCIAL / SELF-STORAGE	0.610	4.36%	PUBLIC	ERIE REC. DIST.
TOTAL		2.441	17.44%		

METRO DIST. = ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 1, 2, 3, 4 AND 5

LAND SUMMARY CHART

TYPE	AREA (ACRES)	% OF TOTAL	AREA (SQ. FT.)
SECTION 20 LAND	13.995	100.00%	609,702
PUBLIC ROAD	0.000	0.00%	0
PUBLIC TRIANGULATION	0.000	0.00%	0
TOTAL	13.995	100.00%	609,702

ERIE HIGHLANDS FILING NO. 3

AN AMENDMENT OF TRACT D, ERIE HIGHLANDS FILING NO. 2,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
13.995 ACRES – 16 LOTS, 1 TRACTS
FP-000069-2014
SHEET 2 OF 2

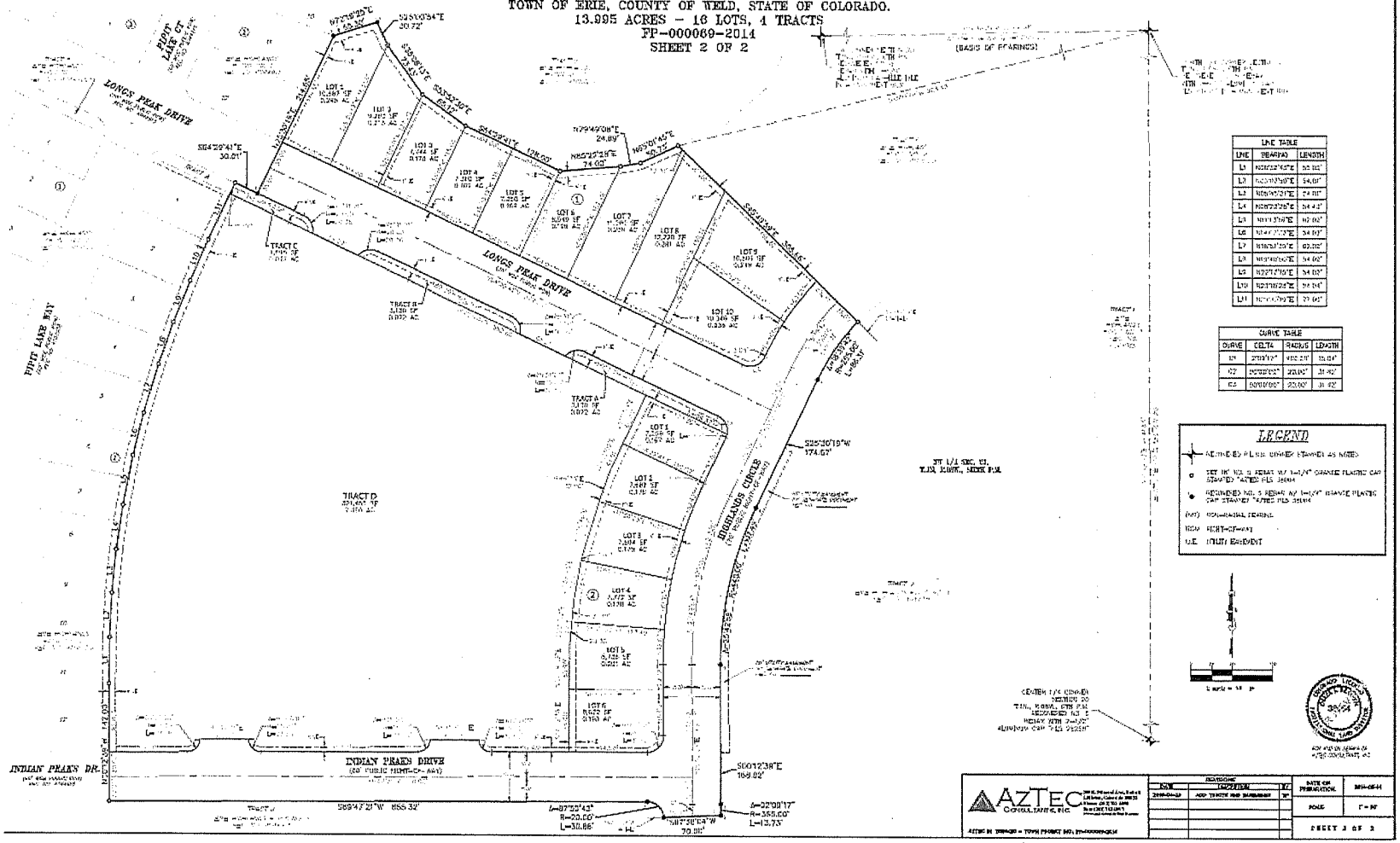


EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B

Core Consultants, Inc
1950 West Littleton Blvd, 109
Littleton, CO 80120
Ph: 303.703.4444
Fax: 303.703.4530

Engineers Option of Probable Cost to Finish
for
Erie Highlands Filing 3
(Includes curb returns of intersecting streets)

	Quantity	Units	Unit Cost	Total
Street Costs				
Asphalt				
Asphalt Local Streets - 4" HBP / 8" Base	2,547	SY	$ 20.50	$ 52,213.50
Asphalt Collector Streets - 5" HBP / 9" Base	5,766	SY	$ 25.25	$ 145,591.50
Subgrade Prep.	8,313	SY	$ 1.27	$ 10,557.51
Concrete				
Cross Pans	4	EA	$ 2,725.00	$ 10,900.00
Handicap Ramps	19	EA	$ 750.00	$ 14,250.00
Curb, Gutter	3,985	LF	$ 12.69	$ 50,569.65
Sidewalks	18,225	SF	$ 3.25	$ 59,231.25
Street Lights	7	EA	$ 2,500.00	$ 17,500.00
Sanitary				
8" Sanitary	2,203	LF	$ 32.95	$ 72,588.85
4' Manholes	9	EA	$ 1,960.00	$ 17,640.00
Sanitary Services	17	EA	$ 1,104.00	$ 18,768.00
Water				
12" Water line	829	LF	$ 28.15	$ 23,336.35
8" Water line	1,415	LF	$ 25.15	$ 35,587.25
Bends	4	EA	$ 350.00	$ 1,400.00
8" Valves	12	EA	$ 1,755.00	$ 21,060.00
12" Valves	6	EA	$ 2,125.00	$ 12,750.00
Tees/Cross	6	EA	$ 560.00	$ 3,360.00
Fire Hydrants	5	EA	$ 3,600.00	$ 18,000.00
Temp. BO	2	EA	$ 1,435.00	$ 2,870.00
Water Services	17	EA	$ 1,265.00	$ 21,505.00
Storm Sewer				
18" RCP	65	LF	$ 37.75	$ 2,453.75
24" RCP	122	LF	$ 53.25	$ 6,496.50
15' Inlet Type R	1	EA	$ 4,235.00	$ 4,235.00
5' Storm Manhole	0	EA	$ 2,545.00	$ -
4' Storm Manhole	2	EA	$ 2,365.00	$ 4,730.00
Landscaping				
Trees	30	EA	$ 300.00	$ 9,000.00
Shrubs	239	EA	$ 20.00	$ 4,780.00
Ornamental Grasses	43	EA	$ 8.00	$ 344.00
Fences	450	LF	$ 14.00	$ 6,300.00
Sod	8,251	SF	$ 2.10	$ 17,327.10
			Subtotal	**$665,345.21**

Phase Subtotal = $ 665,345.21
15% Contingency = $ 99,801.78

TOTAL = $ 765,146.99

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

None.

Reimbursements due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, eight-hundred eighty & No/100 Dollars ($880.00) as reimbursement for 16 lots ($55.00 per lot) within the Erie Highlands Filing No. 3 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

2. Erie shall collect from Owner, prior to recordation of this Agreement, six thousand five hundred sixty & No/100 Dollars ($6,560.00) as reimbursement for 16 lots ($410.00 per lot) within the Erie Highlands Filing No. 3 subdivision connecting to the NWRF Interceptor line that the Town constructed.

Reimbursements due Others:

None.

Fee In Lieu due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, Five Thousand Nine Hundred Thirty and 00/100 Dollars ($5,930.00) as fee in lieu land dedication for 0.22 acres of Community Park.

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP

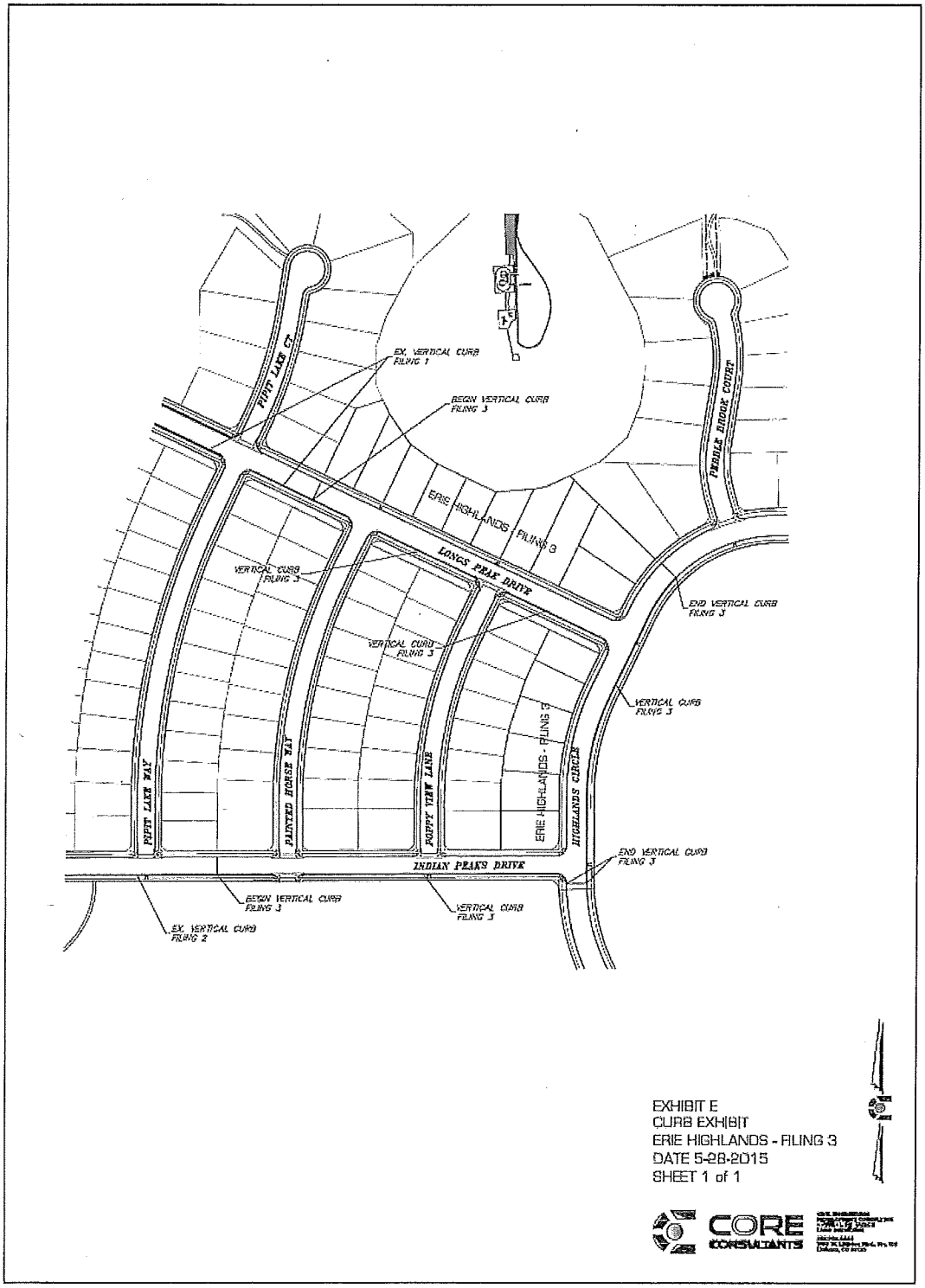


EXHIBIT F

LANDSCAPE MAINTENANCE MAP

Erie Highlands Filing 3

Exhibit F

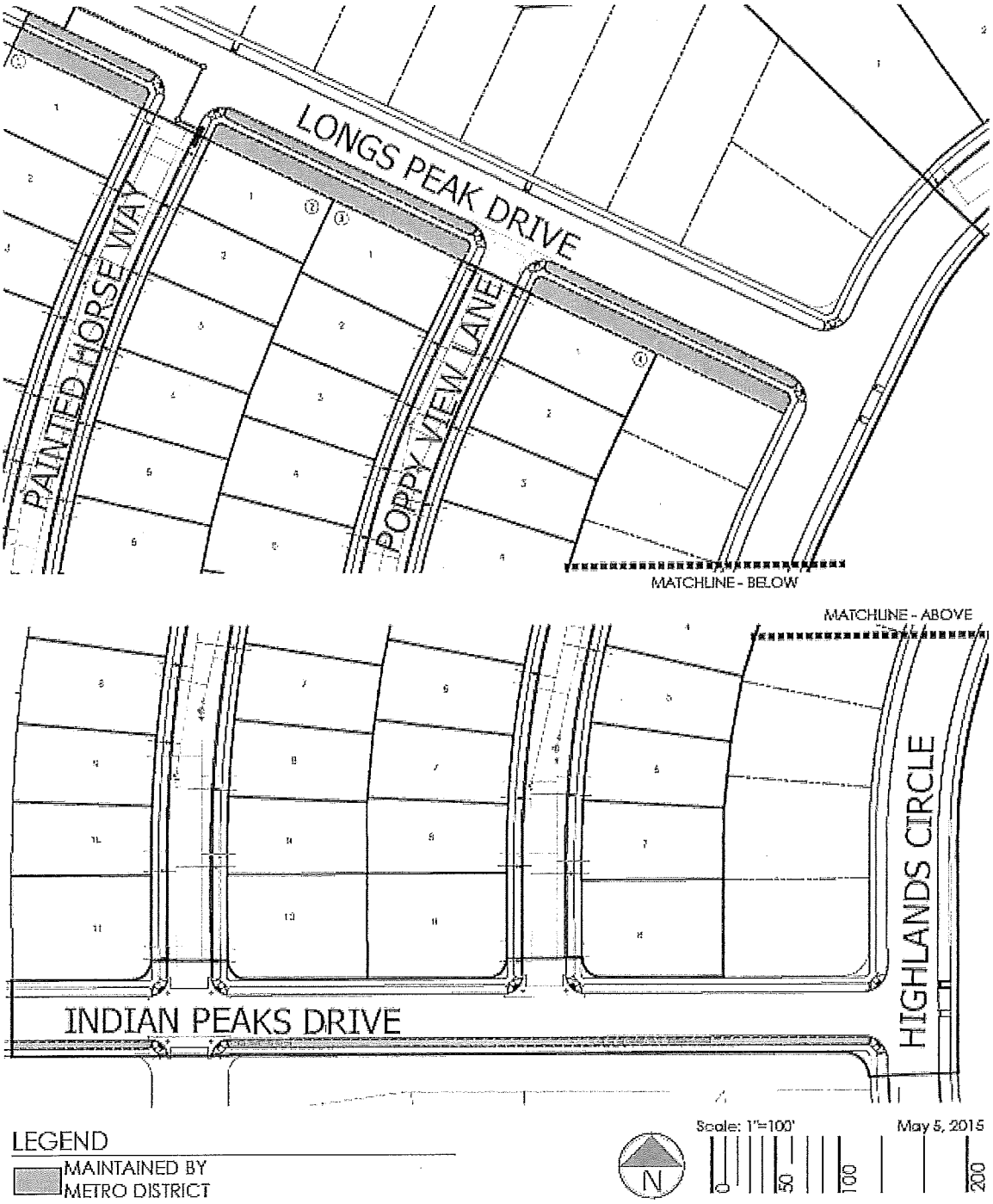


EXHIBIT G

OIL AND GAS WELL DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ ("Purchase Contract") dated _____, 20____, between _____, a _____, as Seller, and the undersigned, as Purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 3, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Erie Highlands plat(s) ("Plat"). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Erie Highlands PUD Overlay, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, processing facilities, storage facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Erie Highlands Filing No. 3. There may be ongoing oil and gas operations and production within Erie Highlands Filing No. 3, including in the vicinity of the Lot, as well as the existence of pipeline easements and access routes across portions of Erie Highlands Filing No. 3. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Erie Highlands Filing No. 3, including in the vicinity of the Lot, which oil and gas production will affect portions of the surface of the real property comprising Erie Highlands Filing No. 3. Heavy drilling equipment will be used in connection with oil and gas operations and drilling of wells within Erie Highlands Filing No. 3 and in conjunction with any production obtained from existing and future wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Erie Highlands Filing No. 3 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the property and certain oil and gas owners and/or operators. These surface use agreements may contain waivers, including a waiver of surface damage payments, a waiver of setbacks and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Erie Highlands Filing No. 3 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Erie Highlands Filing No. 3 for oil and gas operations.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with exploration, drilling, operation, production,

well completion, gas gathering and processing, storage, and maintenance of an oil and gas well upon such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Erie Highlands Filing No. 3, assume the risk of owning property near or adjacent to oil and gas operations. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the exploration, drilling, operation, production, well completion, gas gathering and processing, storage, and maintenance of an oil and gas well; noise associated with oil and gas operations; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site; and lighting.

Additional information regarding oil and gas activity on or adjacent to this property, including information related to drilling permit applications that have been filed for and/or approved, may be available from the Colorado Oil and Gas Conservation Commission ("COGCC").

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____day of _____, 20____.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

EXHIBIT H

AIRPORT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 3, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ ("Purchase Contract") dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 3, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie's approval of the subdivision plat of Erie Highlands, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mine, including but not limited to the Boulder Valley #1 Mine ("Mine"). The Mine is one of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Erie Highlands, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by CTL Thompson, Inc., dated August 25, 2005 and updated on July 9, 2013 ("Report"). A copy of this Report have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Report. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot's location above the Mine, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

2015 05-19 Town

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT J

LANDFILL DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 3, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close proximity to the Front Range Landfill, the landfill gas to energy facility located on the Front Range Landfill, and the Denver Regional Landfill. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to person or property occurring from landfill activities.

IN WITNESS WHEREOF, the undersigned has/have executed this Landfill Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT K

GUN/RIFLE RANGE DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 3, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close proximity to the Green Mill Sportsman's Club, an outdoor gun/rifle range where guns and rifles are discharged. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to persons or property occurring from or caused by the Green Mill Sportsman's Club or the activities taking place at the Green Mill Sportsman's Club.

IN WITNESS WHEREOF, the undersigned has/have executed this Gun/Rifle Range Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**CONSENT: RESOLUTION** **CONSIDERATION OF RESOLUTION 15-90:** A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown In The Erie Highlands Filing No. 4 Final Plat; Authorizing The Appropriate Town Official To Sign The Erie Highlands Filing No. 4 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of The Development Agreement; And, Setting Forth Details In Relation Thereto.
CODE REVIEW:	Erie Municipal Code, Title 10
PURPOSE:	Board of Trustees acceptance of dedications and the Erie Highlands Filing No. 4 Development Agreement for the Erie Highlands Filing No. 4, Final Plat.
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner

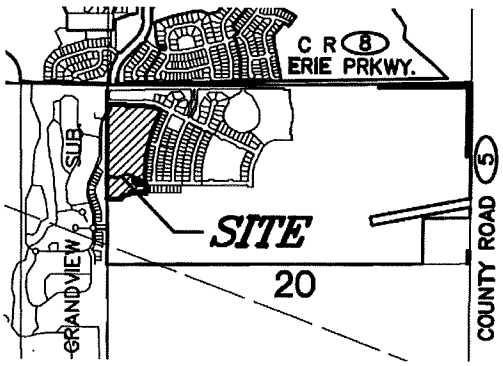
FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

STAFF RECOMMENDATION:	Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 15-90.
PLANNING COMMISSION RECOMMENDATION:	n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: Oakwood Homes, LLC
Chad Ellington
4908 Tower Road
Denver, CO 80249

Location: South of Erie Parkway and West of Bonanza Drive.



Summary:
The Resolution, provided for consideration by the Board of Trustees, accepts dedications on the plat and authorizes the appropriate town official to sign the plat and Erie Highlands Filing No. 4 Development Agreement which outlines obligations of the Town and the Owners for Erie Highlands Filing No. 4, Final Plat.

Project Description:
The Erie Highlands Filing No. 4 Final Plat creates 42 single family lots, associated right-of-ways and 2 tracts on 18.4 acres.

Project Process:
The Community Development Director and Public Works Director have conditionally approved the Erie Highlands Filing No. 4 Final Plat, contingent upon the acceptance of the dedications and development agreement by the Board of Trustees and the filing of appropriate documents with Town staff.

Public Notice:
Public Notice is not required.

Staff Recommendation:
Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 15-90.

Staff Review:

____**Town Attorney**
____**Town Clerk**
PW **Community Development Director**
____**Finance Director**
____**Police Chief**
____**Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-90
b. Erie Highlands Filing No. 4 Final Plat
c. Erie Highlands Filing No. 4 Development Agreement

ATTACHMENT A

RESOLUTION NO. 15-90

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING DEDICATIONS AS SHOWN IN THE ERIE HIGHLANDS FILING NO. 4 FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ERIE HIGHLANDS FILING NO. 4 DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF THE DEDICATIONS AND DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of dedications and Development Agreement on July 14, 2015, on the application of Oakwood Homes, LLC, 4908 Tower Road, Denver, Colorado, 80249, for the Erie Highlands Filing No. 4 Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the dedications from of Oakwood Homes LLC; and,

WHEREAS, the applicants have submitted a land appraisal to determine the value of the fee-in-lieu payment to satisfy the Town of Erie community park dedication requirement; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Erie Highlands Filing No. 4 Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Erie Highlands Filing No. 4 Final Plat with the following conditions:

1. At Final Plat and Building Permit, the applicant shall follow recommendations made by CTL Thompson in the soils, geotechnical, and geological subsidence reports; and, the applicant shall follow recommendations made by the Colorado Geological Survey (CGS); related to the CTL Thompson reports.

2. The applicant shall follow the actions recommended in the Dearmin Property - Ecological Site Assessment report; and, listed below, that are supported by the Colorado Division of Wildlife in their referral response:

    a. If any black-tailed prairie dogs are to be moved to another location alive or humanely euthanized, a permit must be obtained from the Colorado Parks and Wildlife.

b. A burrowing owl survey will be required if prairie dogs are euthanized or colonies are disturbed by construction between March 15th and October 31st. The applicant shall use the recommended Survey Protocol and Actions in Protecting Nesting burrowing owls from Colorado Parks and Wildlife.

3. Technical corrections to Erie Highlands Filing No. 4 Final Plat shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth in the Erie Highlands Filing No. 4 Final Plat and authorizes the appropriate Town Official to sign the Erie Highlands Filing No. 4 Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby accepts the land appraisal in accordance with the Town of Erie Municipal Code.

Section 4. The Board of Trustees of the Town of Erie hereby approves the Erie Highlands Filing No. 4 Development Agreement for the Erie Highlands Filing No. 4 Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 14th day of July 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT B

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.400 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 1 OF 4

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

TRACT I, ERIE HIGHLANDS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 4044915 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING AN AREA OF 18.400 ACRES, (801,484 SQUARE FEET), MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **ERIE HIGHLANDS FILING NO. 4**. THE STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ERIE, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES SHOWN HEREON.

OWNER: OAKWOOD HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

ATTEST: _____
SECRETARY / TREASURER

STATE OF COLORADO)
)ss
COUNTY OF _____)

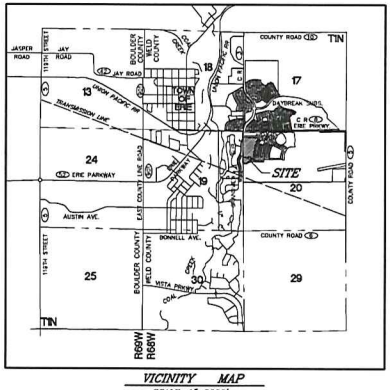
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____, AS _____

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1"=3000'

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 00°21'43" EAST, A DISTANCE OF 2628.51 FEET BETWEEN FOUND MONUMENTS AS SHOWN HEREON.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 THE CERTIFICATION SHOWN HEREON.
3. STEWART TITLE GUARANTY COMPANY, TITLE COMMITMENT NO. 01330-52101, EFFECTIVE DATE DECEMBER 11, 2014 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
4. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
5. FLOODPLAIN: BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 08013C0441J, PANEL 441 OF 615, DATED DECEMBER 18, 2012. THE SUBJECT PROPERTY LIES WITHIN "ZONE X", BEING DEFINED AS "OTHER AREAS ... DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
6. THE PURPOSE OF THIS PLAT IS TO CREATE TRACTS, LOTS, BLOCKS, EASEMENTS AND RIGHT-OF-WAY OUT OF A PLATTED PARCEL OF LAND, KNOWN AS TRACT I, ERIE HIGHLANDS FILING NO. 1.
7. PRIOR TO A SALES CONTRACT FOR ANY LOT, TRACT OR PARCEL WITHIN THIS SUBDIVISION IS EXECUTED, ALL BOUNDARIES OF SAID LOT, TRACT OR PARCEL MUST BE MONUMENTED IN ACCORDANCE WITH STATE STATUTE 12-25-2 AND 38-51-105 OF THE COLORADO REVISED STATUTES.
8. DUE TO THE PROXIMITY OF THE PROPERTY TO THE ERIE MUNICIPAL AIRPORT, THERE WILL BE AIRCRAFT PASSING OVER THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS PROPERTY AT LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE TOWN OF ERIE FOR AIRCRAFT OPERATIONS.
9. THE PROPERTY WITHIN THE PLAT OF ERIE HIGHLANDS FILING NO. 4 IS SUBJECT TO A PERMANENT AVIGATION EASEMENT AS DESCRIBED WITHIN THE AGREEMENT RECORDED UNDER RECEPTION NO. 3984166.
10. MAINTENANCE DEFINITION: MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING, INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.

TRACT SUMMARY CHART

TRACT	USE	AREA ACRES	AREA SQ. FEET	MAINTENANCE	OWNER
TRACT A	OPEN SPACE, LANDSCAPING	0.404	17,582	METRO. DIST.	METRO. DIST.
TRACT B	FUTURE DEVELOPMENT	10.716	466,779	OWNER	OWNER
	TOTAL	11.120	484,361		

METRO. DIST. = ERIE HIGHLANDS METROPOLITAN DISTRICTS NO. 1, 2, 3, 4 AND 5

LAND SUMMARY CHART

TYPE	AREA ACRES	AREA SQ. FEET	% OF TOTAL AREA
RESIDENTIAL LOTS	5.516	240,278	30.0%
TRACTS	11.120	484,361	60.4%
PUBLIC RIGHT-OF-WAY	1.764	76,845	9.6%
TOTAL	18.400	801,484	100%

TITLE VERIFICATION CERTIFICATE:

I, _____, AN AUTHORIZED REPRESENTATIVE OF STEWART TITLE, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE TITLE OF ALL THE LANDS HEREIN SHOWN UPON THE PLAT AND THAT THE TITLE OF SUCH LANDS IS IN THE DEDICATOR(S), FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT THOSE SET FORTH IN THE STEWART TITLE GUARANTY COMPANY, TITLE COMMITMENT NO. 01330-52101, EFFECTIVE DATE DECEMBER 11, 2014 AT 8:00 A.M.

BY: _____ DATE: _____ TITLE: _____
AUTHORIZED REPRESENTATIVE

STATE OF _____)
COUNTY OF _____) SS.
CITY OF _____)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

COMMUNITY DEVELOPMENT AND PUBLIC WORKS APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR ON THIS _____ DAY OF _____, 20___.

_____
COMMUNITY DEVELOPMENT DIRECTOR

_____
PUBLIC WORKS DIRECTOR

BOARD OF TRUSTEES APPROVAL CERTIFICATE:

THIS PLAT IS TO BE KNOWN AS THE **ERIE HIGHLANDS FILING NO. 4** AND IS APPROVED AND ACCEPTED BY RESOLUTION NO._____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON THE _____ DAY OF _____ A.D. 20___.

MAYOR: _____

ATTEST: _____
TOWN CLERK

ACCEPTANCE CERTIFICATE

TRACT A IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY ERIE HIGHLANDS METROPOLITAN DISTRICTS NO. 1, 2, 3, 4 AND 5.

BY: _____ _____
DATE

TITLE: _____

STATE OF _____)
)ss.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 20_____ BY

_____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYORS CERTIFICATE:

I, DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON FEBRUARY 05, 2013, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE MUNICIPAL CODE TITLE 10.
I ATTEST THE ABOVE ON THIS _____ DAY OF_____, 2015.

DEREK S. BROWN, PLS # 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN STREET, SUITE 201, LITTLETON, CO 80122

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DEREK S. BROWN 38064

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20___ A.D. AND WAS RECORDED AT

RECEPTION NUMBER _____

_____ COUNTY CLERK AND RECORDER

DATE OF LAST REVISION: 2015-05-27

AZTEC CONSULTANTS, INC.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC № 11314-21 – TOWN PROJECT NO: FP-000049-2014

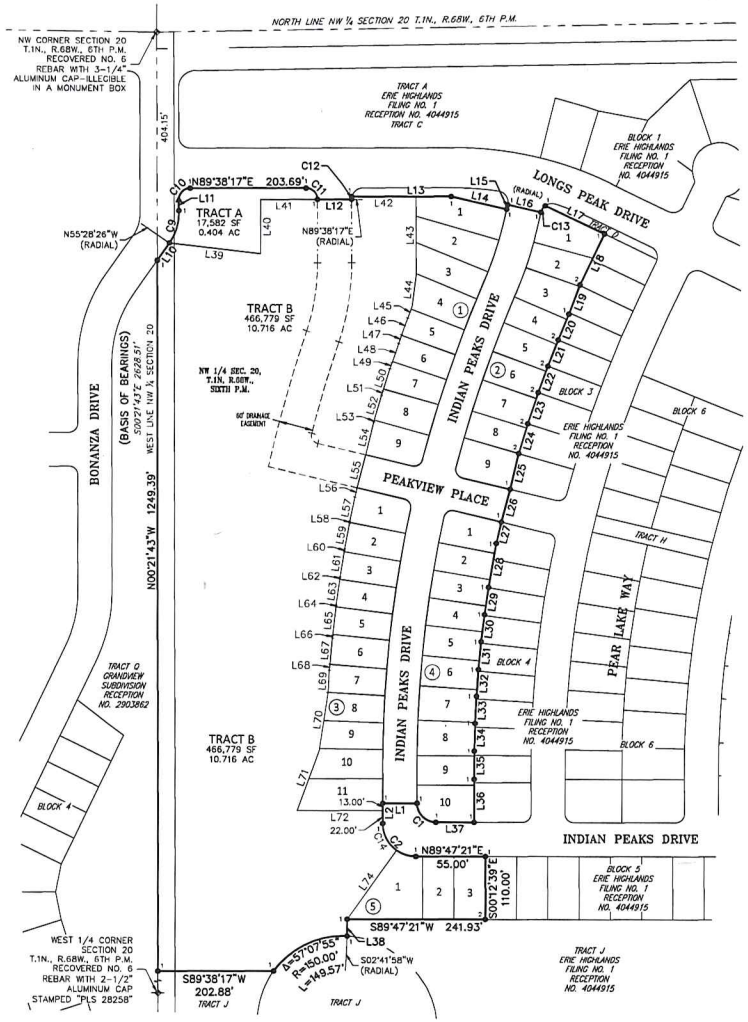
REVISIONS

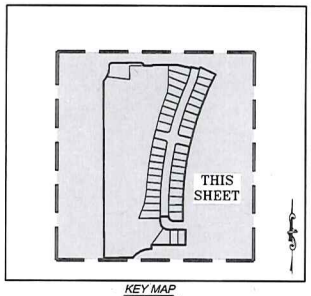
DATE	DESCRIPTION	BY
06/05/14	REVISED LOT LINES	TP
10/30/14	CLIENT COMMENTS	MW
11/17/14	UPDATED TITLE COMMITMENT	TP
04/02/15	ADDRESSED TOWN COMMENTS	TP
04/10/15	ADD BLOCKS 3-5 BACK ONTO PLAT	TP

DATE OF PREPARATION:	2014-06-05
SCALE:	NA
SHEET 1 OF 4	

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.400 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 2 OF 4





KEY MAP
SCALE: 1" = 400'

LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- [1] RECOVERED NO. 5 REBAR W/ 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
- [2] RECOVERED NO. 5 REBAR W/ 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 36567"
- RECOVERED ALUMINUM NAIL WITH 1" BRASS WASHER STAMPED "LS 38064"

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°47'21"W	60.00'
L2	S00°12'39"E	35.00'
L10	N35°03'23"E	37.09'
L11	N00°21'43"W	19.68'
L12	N89°38'17"E	60.00'
L13	N89°38'17"E	174.20'
L14	S77°13'47"E	100.00'
L15	N12°46'13"E	8.26'
L16	S77°13'47"E	60.00'
L17	S64°29'41"E	115.69'
L18	S25°30'19"W	99.12'
L19	S20°54'14"W	54.71'
L20	S22°32'18"W	48.68'
L21	S21°12'31"W	49.49'
L22	S19°47'25"W	49.49'
L23	S18°15'03"W	57.91'

LINE TABLE

LINE	BEARING	LENGTH
L24	S16°37'53"W	55.08'
L25	S13°09'20"W	64.94'
L26	S14°36'48"W	60.02'
L27	S13°09'20"W	38.89'
L28	S09°36'01"W	78.93'
L29	S08°12'00"W	48.51'
L30	S06°47'26"W	49.02'
L31	S05°23'08"W	49.00'
L32	S04°00'35"W	47.00'
L33	S02°39'45"W	47.00'
L34	S01°17'12"W	49.00'
L35	S00°00'51"W	49.00'
L36	S00°12'39"E	75.00'
L37	S89°47'21"W	67.00'
L38	S00°23'47"E	29.61'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	33.00'	51.84'
C2	90°00'00"	58.00'	91.11'
C9	37°38'37"	92.54'	60.80'
C10	90°00'00"	20.00'	31.42'
C11	90°00'00"	20.00'	31.42'
C12	14°28'39"	20.00'	5.05'
C13	41°30'28"	20.00'	14.49'

0 50 100 200
1 inch = 100 ft.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DAVID S. BRADSHAW 38094

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 E. Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC JN: 19314-21 – TOWN PROJECT NO.: FP-000049-2014

REVISIONS

DATE	DESCRIPTION	BY
08/01/14	REVISED LOT LINES	TP
10/30/14	CLIENT COMMENTS	MW
11/7/14	UPDATED TITLE COMMITMENT	TP
04/02/15	ADDRESSED TOWN COMMENTS	TP
04/10/15	ADD BLOCKS 3-6 BACK ONTO PLAT	TP

DATE OF PREPARATION:	2014-06-05
SCALE:	1" = 100'
SHEET 2 OF 4	

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
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18.400 ACRES – 42 LOTS, 2 TRACTS
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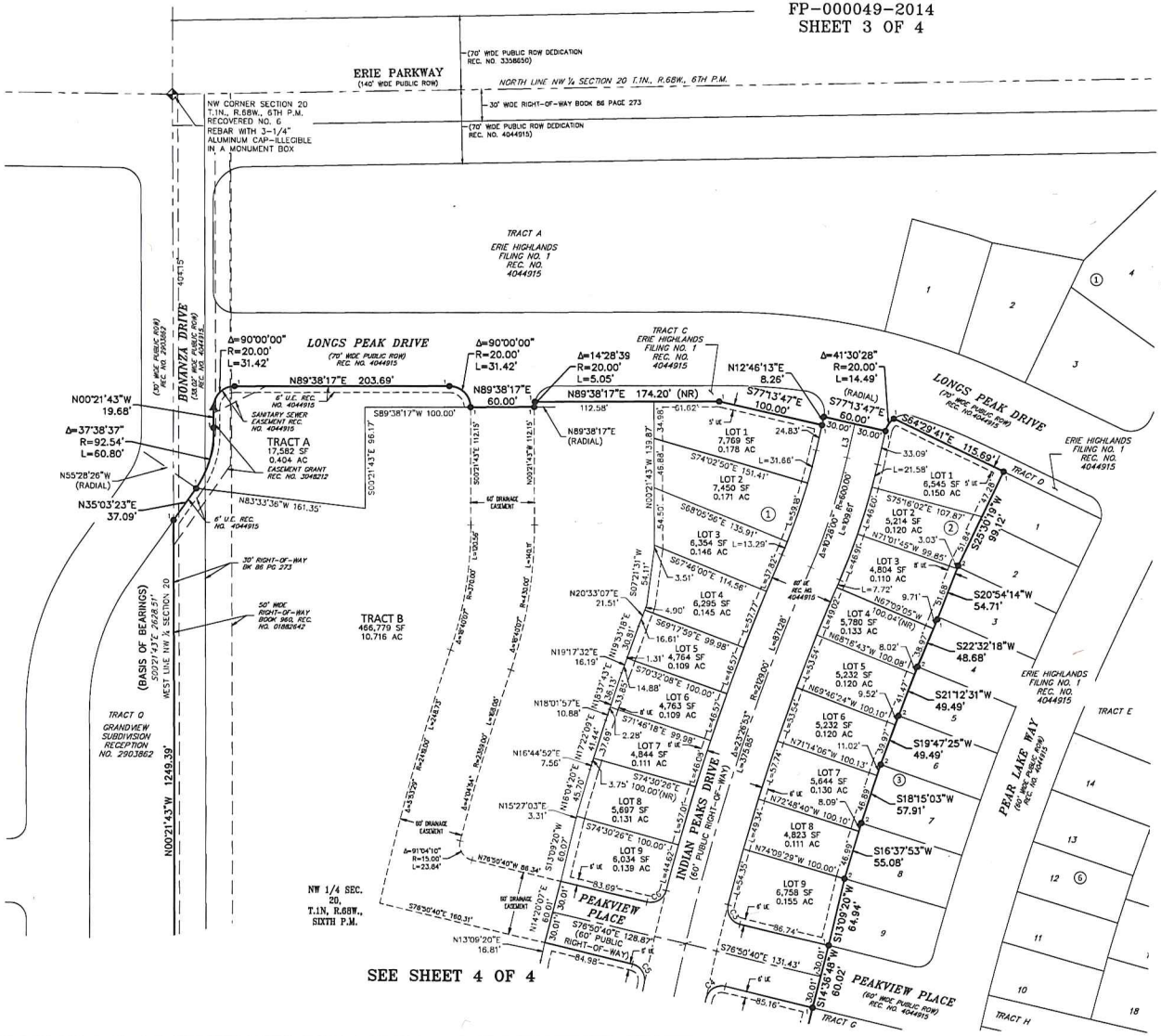
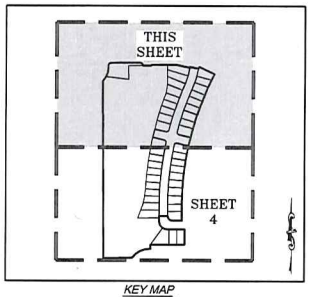
SHEET 3 OF 4





KEY MAP
SCALE: 1" = 400'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C3	91°12'10"	15.00'	23.88'
C4	91°16'18"	15.00'	23.89'
C5	88°46'51"	15.00'	23.24'
C6	88°50'49"	15.00'	23.26'

LINE TABLE		
LINE	BEARING	LENGTH
L3	N12°46'13"E	33.09'

LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
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(NR) NON-RADIAL BEARING
ROW RIGHT-OF-WAY
U.E. UTILITY EASEMENT
SUA SURFACE USE AGREEMENT

0 25 50 100
1 inch = 50 ft.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38064

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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Littleton, Colorado 80122
Phone: (303) 713-1898
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AZTEC PN 19214-21 - TOWN PROJECT NO. FP-000049-2014

REVISIONS		
DATE	DESCRIPTION	BY
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10/30/14	CLIENT COMMENTS	MW
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04/30/15	ADD BLOCKS 3-5 BACK ONTO PLAT	TP

DATE OF PREPARATION:	2014-06-05
SCALE:	1" = 50'
SHEET 3 OF 4	

ERIE HIGHLANDS FILING NO. 4

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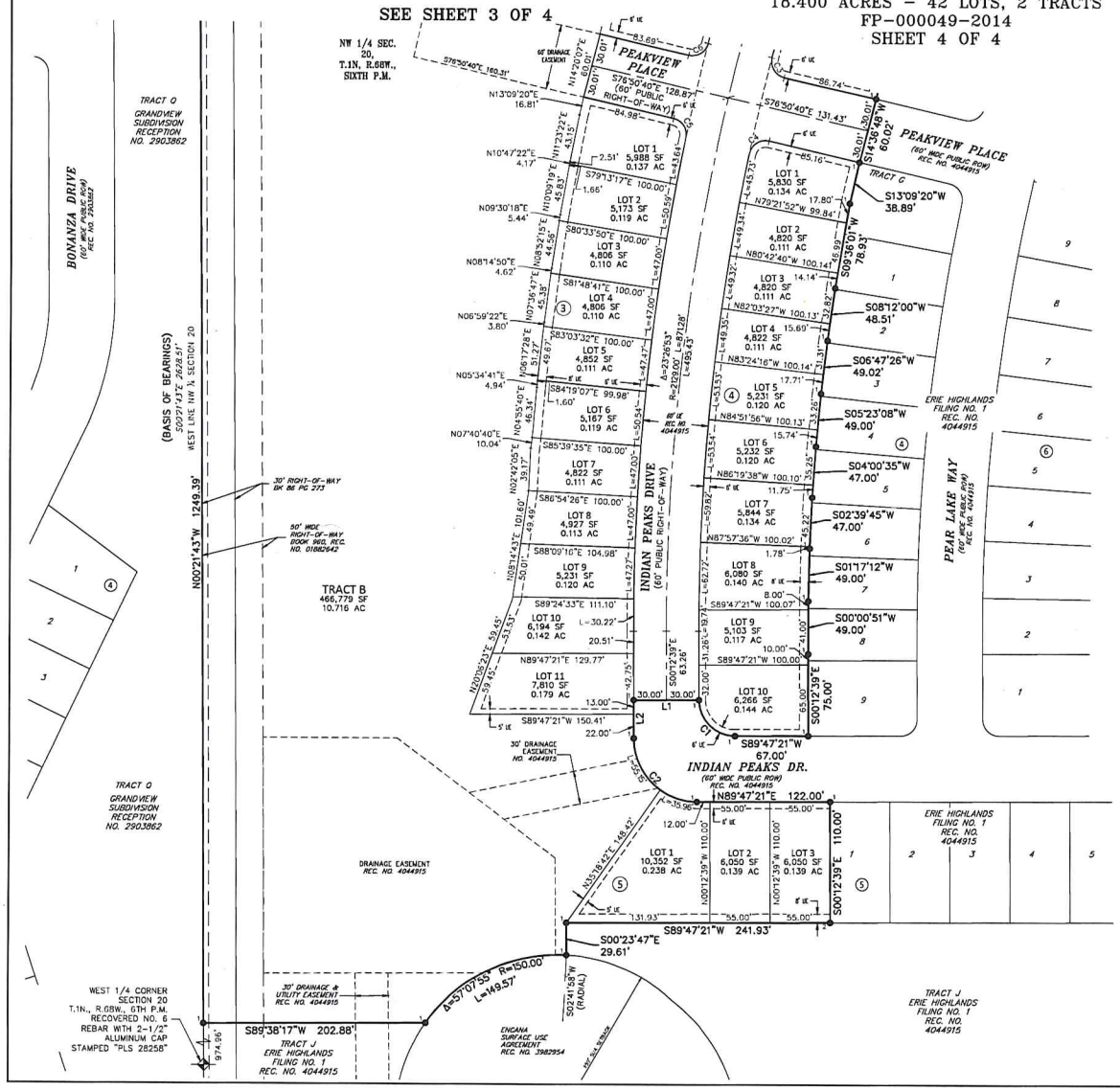
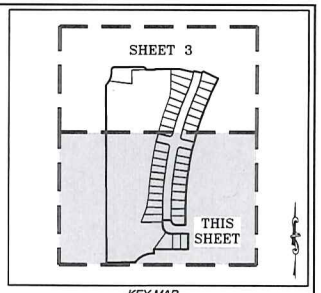
SHEET 4 OF 4





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- (NR) NON-RADIAL BEARING
- ROW RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- SUA SURFACE USE AGREEMENT

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR JOHN E. BARTON 38064

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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AZTEC JN: 19314-21 - TOWN PROJECT NO.: FP-000049-2014

REVISIONS		
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11/17/14	UPDATED TITLE COMMITMENT	TP
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04/10/15	ADD BLOCKS 3-8 BACK ONTO PLAT	TP

DATE OF PREPARATION:	2014-06-05
SCALE:	1" = 50'
SHEET 4 OF 4	

ATTACHMENT C

ERIE HIGHLANDS FILING NO. 4
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as "Erie" or "Town," and **OAKWOOD HOMES LLC, a Colorado limited liability company**, 4908 Tower Road, Denver, Colorado, 80249, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for the Erie Highlands Filing No. 4 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, Erie has previously approved and the Parties have entered into that certain Master Pre-Development Agreement ("Master Agreement") approved by the Board of Trustees of Erie on November 12, 2013; that certain Vested Rights Agreement ("Vested Rights Agreement") approved by the Board of Trustees of Erie on November 12, 2013; and that certain Termination of Annexation Agreement approved by the Board of Trustees of Erie on November 12, 2013; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected

prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements" and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements." In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's "Standards and Specifications for Design and Construction of Public Improvements."

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all

necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."

4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative

Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.

4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."

5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Homeowners Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.

6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required

in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code ("Code").

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns "Standards and Specifications for Design and Construction of Public Improvements" and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are

substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Erie prior to Construction Acceptance.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

   Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

   For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, Owner has

not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If, after the notice and cure periods described above in this Section, Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat, unless the obligation to construct the Public Improvements is delegated and assigned to the Erie Highlands Metropolitan District ("District") and such assignment is consented to by the Town, in which case Owner's Improvement Guarantee obligation is waived or modified to the extent Owner's Improvement Guarantee is provided to the Town by the District. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

   a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."

   b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."

   c) Upon Construction Acceptance of Common Facilities: 0%.

   d) After Final Acceptance of Public Improvements: 0%.

3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement in accordance with the terms of this Agreement.

   In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default

of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities, but any funds obtained by the Town from the Improvement Guarantee shall be used in accordance with the terms of this Agreement. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter

the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Owner will be responsible for the construction of the south half of the ultimate cross section of Erie Parkway. The timing and details for the construction of these improvements will be in accordance with the Erie Parkway Three Party Letter Agreement dated _____, ____ 2015.

2. Owner shall install traffic barricades as required by the current Manual of Uniform Traffic Control Devices.

3. Vertical curb shall be constructed on the streets indicated on "Exhibit E," all other streets shall be constructed with roll over curb.

B. Construction Access

All construction traffic for the Development shall enter the Development from Erie Parkway unless otherwise directed by the Public Works Director. Bonanza Drive shall not be used for construction access, employee parking or storage of construction materials.

C. Park and Open Space Dedication Requirements

Owner is responsible for the dedication of park lands and opens space as outlined in the Code and further described in Sections 5 and 6 of the Master Agreement.

TYPE	TOTAL ACREAGE REQUIRED FOR ERIE HIGHLANDS (FROM PUD OVERLAY)	ACREAGE REQUIRED TO BE DEDICATED WITH ERIE HIGHLANDS FILING NO. 3	ACREAGE BEING DEDICATED WITH ERIE HIGHLANDS FILING NO. 3	FEE IN LIEU LAND OF DEDICATION PROVIDED WITH ERIE HIGHLANDS FILING NO. 3	ACREAGE PREVIOUSLY DEDICATED OR FEE IN LIEU PAID	ACREAGE REMAININ G TO BE DEDICATE D WITH FUTURE FILINGS
Community Park	13.87	0.59	0	0.59	1.78	11.5
Neighborhood Park	8.32	0.35	0	0	0	8.32
Pocket Park	1.39	0.06	0	0	0.97	0.42
Open Space	47.15	1.99	0	0	0	47.15

1. Owner shall pay a fee in lieu of park land dedication for 0.59 acres of Community Park. The fee in lieu payment is outlined in "Exhibit C."

2. The required open space and park land dedications shall occur as outlined in the Master Agreement.

D. Installation of Open Space, Parks, Landscaping and Trails

Owner shall be responsible for installation of landscaping improvements on Tract A.

E. Maintenance of Parks, Trails, Open Space and Landscaping - "Exhibit F"

Tract A shall be maintained by the District.

F. Improvements to Private Tracts

1. Tract A
   Owner shall provide cash or letter of credit for improvements to be located on Tract A.

2. Tract B
   Tract B is for future development. Owner shall be responsible for maintenance, including weed control on Tract B until the tract is further subdivided into individual lots.

G. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

H. Construction Trailers and Model Homes

Construction trailers and model homes are permitted provided they comply with standards outlined in Title 10 of the Code.

I. Fencing

Fencing within the Development shall be installed in accordance with Erie Highlands PUD Overlay and the Code. The finished side of a fence shall face the open space and/or right-of-way.

J. Sanitary Sewer

1. Coal Creek Interceptor
   The Town is due cost recovery at a rate of $55.00 for each Single Family Equivalent ("SFE"). The reimbursement is outlined in "Exhibit C."

2. NWRF Interceptor
   The Town is due cost recovery at a rate of $410.00 for each SFE. The reimbursement is outlined in "Exhibit C."

K. Water

Owner shall pay raw water fees for all permanently irrigated Tracts and right-of ways prior to the installation of landscaping within said Tracts and right-of-ways. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water fees. The establishment period is generally two years.

L. Wildlife

Owner shall follow actions recommended in the Dearmin Property-Ecological Site Assessment Report and supported by the Colorado Division of Wildlife.

1. If any black-tailed prairie dogs are to be removed to another location alive or humanely euthanized, a permit must be obtained from Colorado Parks and Wildlife.

2. A burrowing owl survey shall be required if prairie dogs are euthanized or colonies are disturbed by construction between March 15th and October 31st. Owner shall use the recommended Survey Protocol and Actions in Protecting Nesting burrowing owls from Colorado Parks and Wildlife.

M. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

2. An Airport Disclosure statement indicating the existence of an Avigation Easement ("Exhibit H") shall be signed by the property owner with the execution of the sales contract for the property.

3. An Undermining Disclosure statement indicating that undermining exists in the area ("Exhibit I") shall be signed by the property owner with the execution of the sales contract for the property.

4. A Landfill Disclosure statement indicating that Landfills exist in the area ("Exhibit J") shall be signed by the property owner with the execution of the sales contract for the property.

5. A Gun/Rifle Range Disclosure statement indicating the existence of a Gun/Rifle Range immediately adjacent to the Erie Highlands Development ("Exhibit K") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for Erie Highlands Filing No. 4 constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of fifteen (15) years as provided in the "Vested Rights Agreement."

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole

discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder,

County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required and still outstanding under this Agreement and if a Certificate of Occupancy has been issued for the developed lot Erie acknowledges that no guaranty, security or surety shall be necessary. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:	Owner:
Town of Erie	Oakwood Homes LLC
Town Administrator	John Cheney

P.O. Box 750
Erie, Colorado 80516-0750

4908 Tower Road
Denver, CO 80249

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Carolynne White
Brownstein|Hyatt|Farber|Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Oakwood Homes LLC, is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting

party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF ERIE:

_____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, Town Clerk

OWNER:

OAKWOOD HOMES LLC
a Colorado limited liability company

By: _____
Name: Robert J. Sanderman
Title: Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this 18th day of June, 2015, by Robert J. Sanderman as EVP of Oakwood Homes LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission expires 02-19-19.

KATHLEEN A. FRASCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914002372
MY COMMISSION EXPIRES FEBRUARY 19, 2019

_____
Notary Public

EXHIBITS LIST

EXHIBIT A – ERIE HIGHLANDS FILING NO. 4 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

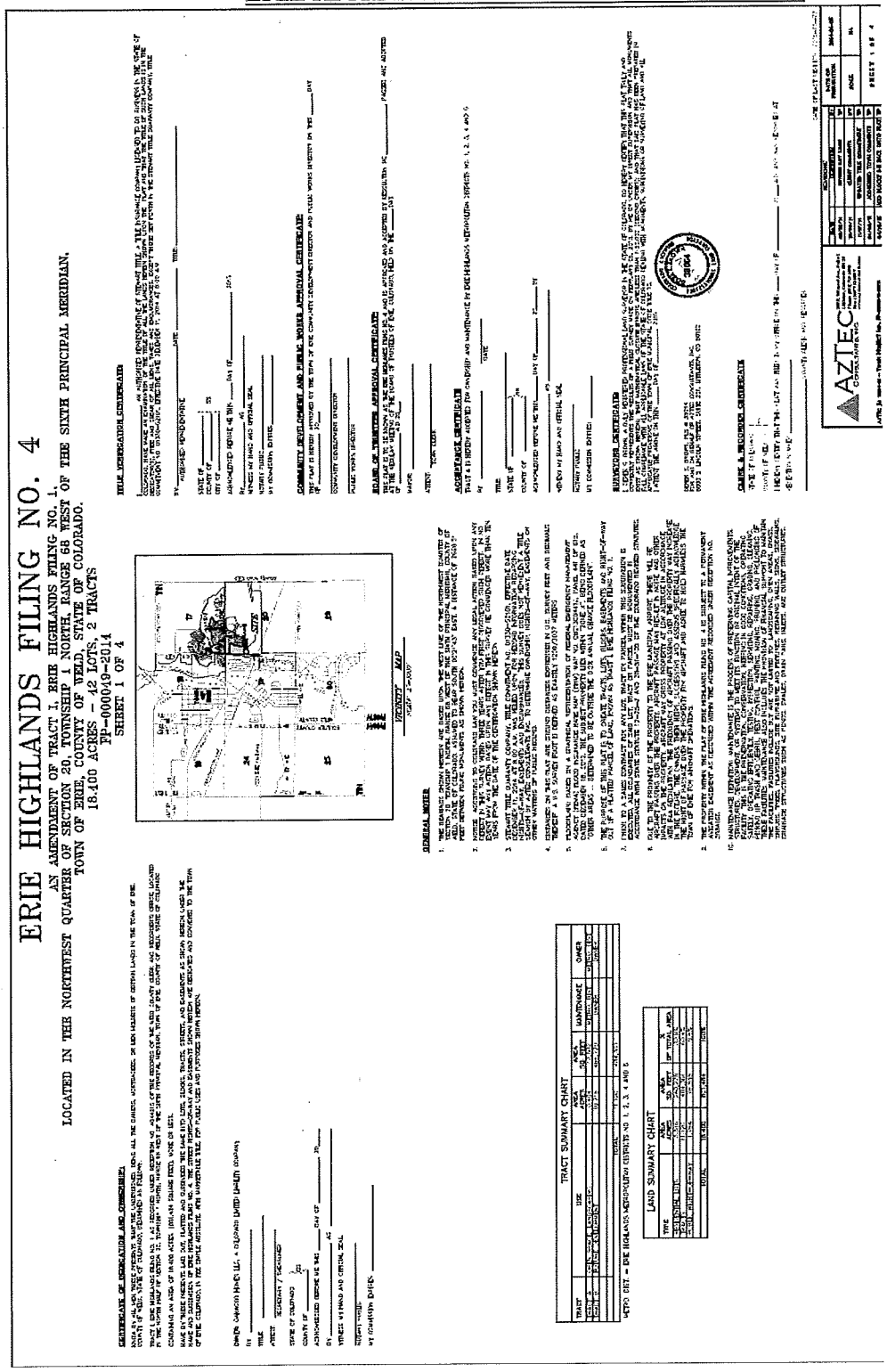
EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

EXHIBIT K – GUN/RIFLE RANGE DISCLOSURE

EXHIBIT A

ERIE HIGHLANDS FILING NO. 4 FINAL PLAT



ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT 1, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.100 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 1 OF 4

CERTIFICATE OF DEDICATION AND OWNERSHIP

OWNER: CANYON HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

TITLE COMPANY / LIENHOLDER

VICINITY MAP

GENERAL NOTES

TRACT SUMMARY CHART

TRACT	USE	AREA (ACRES)	% OF TOTAL AREA	MAINTENANCE	OWNER
TRACT A	PUBLIC LANDSCAPE, ETC.	10.7371	59.3%	TOWN OF ERIE	CANYON HOMES LLC
TRACT B	PUBLIC LANDSCAPE, ETC.	0.1374	0.8%	TOWN OF ERIE	CANYON HOMES LLC
TOTAL		10.8745	60.1%		

METRO DIST. = ERIE HIGHLANDS METROPOLITAN DISTRICTS NO. 1, 2, 3, 4 AND 5

LAND SUMMARY CHART

TYPE	AREA (ACRES)	AREA (SQ. FEET)	% OF TOTAL AREA
RESIDENTIAL LOTS	7.2254	314,856	39.9%
RESIDENTIAL STREETS	1.7491	76,203	9.7%
TRACTS	10.8745	473,610	60.1%
TOTAL	18.1490	790,669	100%

TITLE VERIFICATION CERTIFICATE

BOARD OF TRUSTEES APPROVAL CERTIFICATE

ACCEPTANCE CERTIFICATE

SURVEYOR'S CERTIFICATE

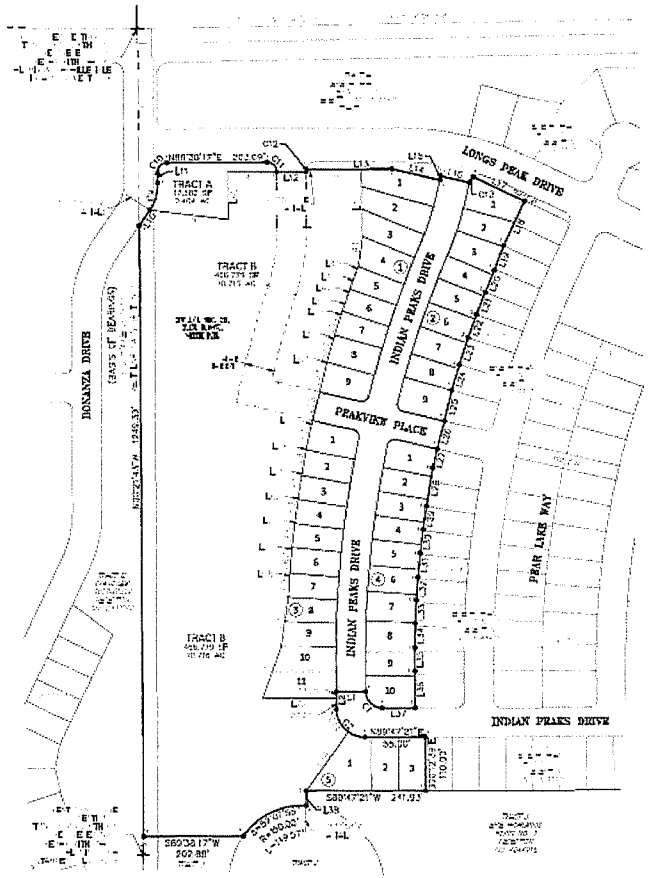
CLERK & RECORDER CERTIFICATE

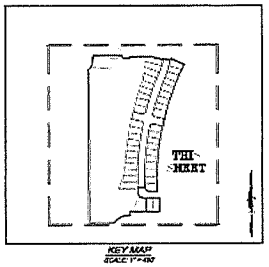
AZTEC CONSULTANTS, INC.

SHEET 1 OF 4

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.400 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 2 OF 4





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L34	[illegible]	[illegible]
L35	[illegible]	[illegible]
L36	[illegible]	[illegible]
L37	[illegible]	[illegible]
L38	[illegible]	[illegible]
L39	[illegible]	[illegible]
L40	[illegible]	[illegible]
L41	[illegible]	[illegible]
L42	[illegible]	[illegible]
L43	[illegible]	[illegible]

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]
C6	[illegible]	[illegible]	[illegible]
C7	[illegible]	[illegible]	[illegible]
C8	[illegible]	[illegible]	[illegible]

1 inch = [illegible]

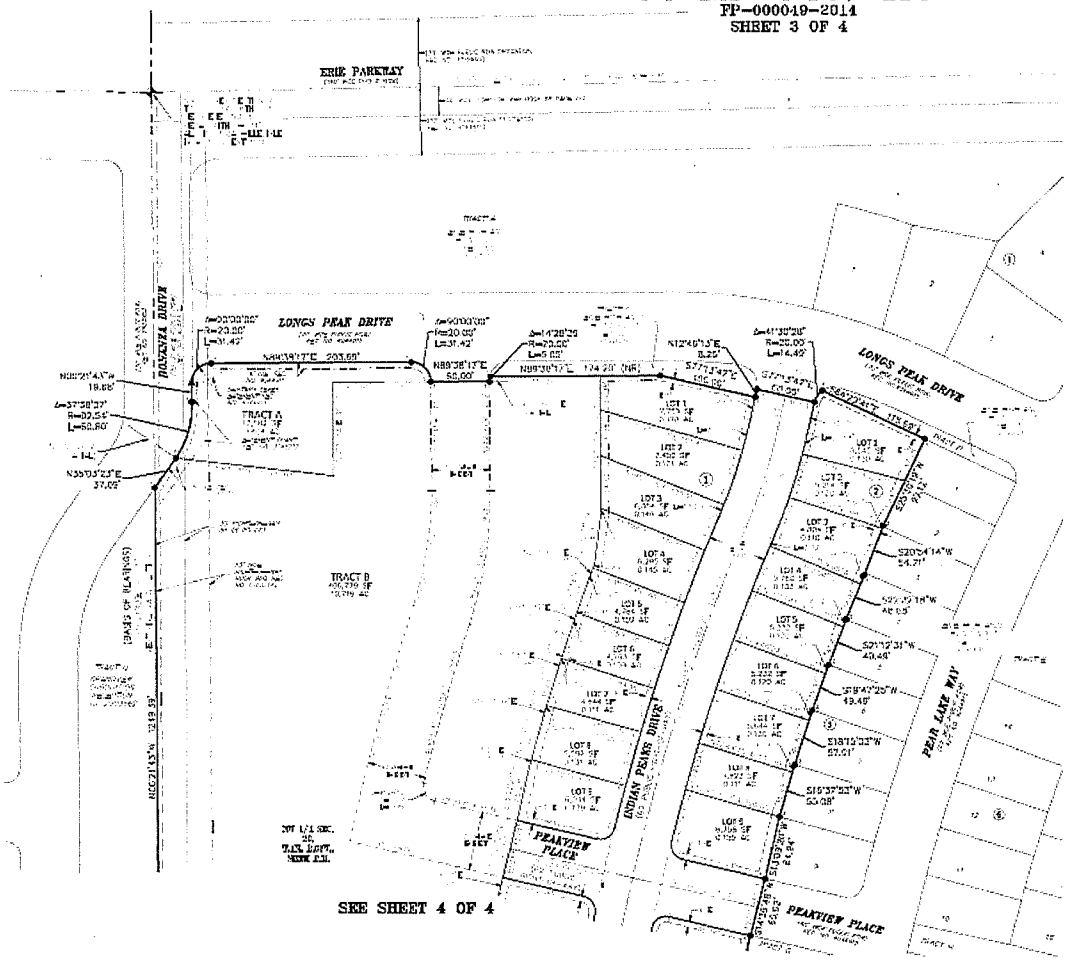
AZTEC CONSULTANTS, INC.

REVISIONS		
DATE	DESCRIPTION	BY
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

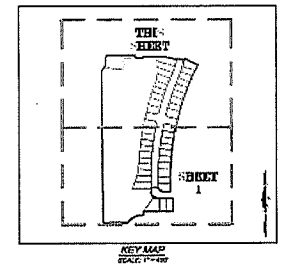
DATE OF PREPARATION	[illegible]
SCALE	1" = [illegible]
SHEET 2 OF 4	

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.400 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 3 OF 4



SEE SHEET 4 OF 4



CURVE TABLE			
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C4	[illegible]	15.00'	[illegible]
C5	[illegible]	15.00'	[illegible]
C6	[illegible]	15.00'	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
L1	[illegible]	[illegible]

LEGEND

AZTEC CONSULTANTS, INC.

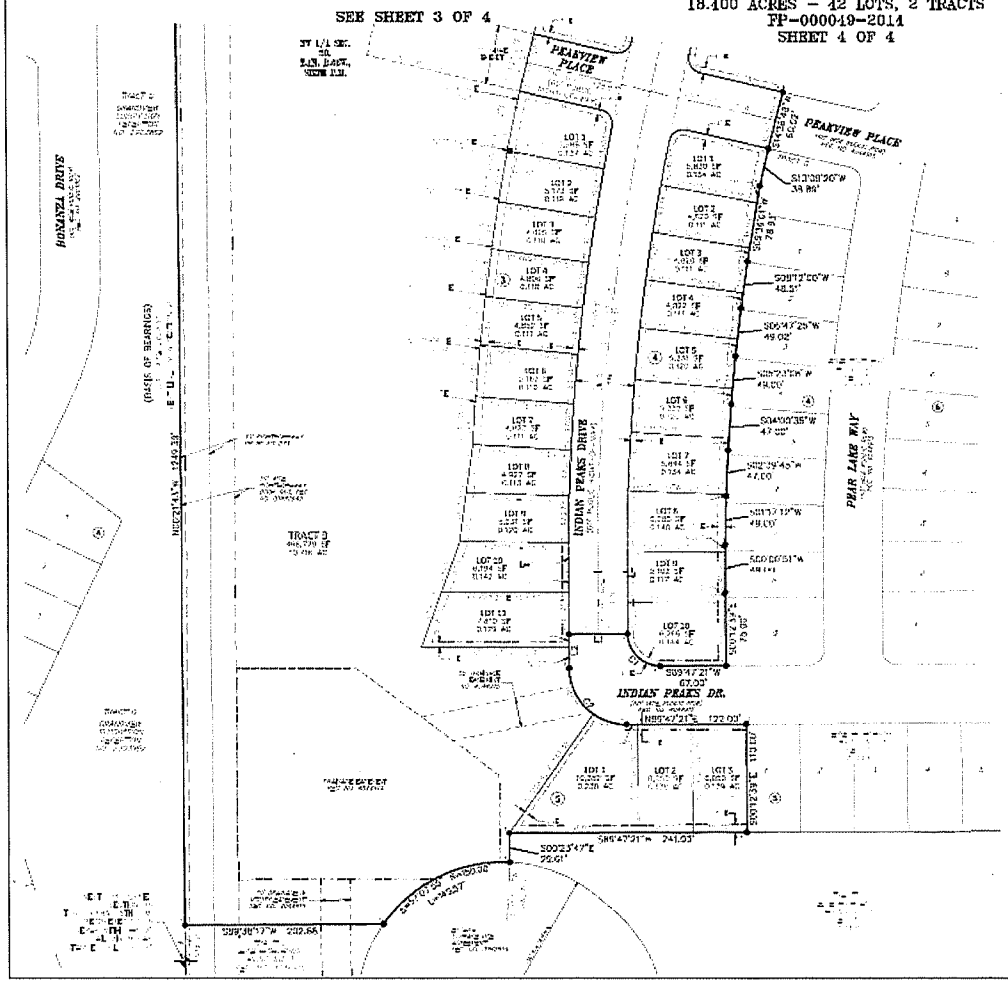
REVISIONS		
DATE	DESCRIPTION	BY
04/08/15	REVISED ART CARD	
10/08/15	CLIENT COMMENTS	
10/07/15	UPDATED TECH COMMENTS	
04/08/15	ADDRESSED TOWN COMMENTS	
04/08/15	ADD BLOCKS AND BACK ONTO PLAT	

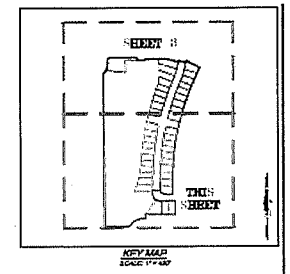
DATE OF PREPARATION: 2014-04-05
SCALE: 1" = 50'
SHEET 3 OF 4

ERIE HIGHLANDS FILING NO. 4

AN AMENDMENT OF TRACT I, ERIE HIGHLANDS FILING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
18.400 ACRES – 42 LOTS, 2 TRACTS
FP-000049-2014
SHEET 4 OF 4

SEE SHEET 3 OF 4





CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
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C2	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]

LEGEND

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- SE UTILITY EASEMENT
- [illegible]

AZTEC CONSULTANTS, INC.

NO.	REVISION	BY
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

DATE OF PREPARATION: [illegible]
SCALE: 1" = [illegible]
SHEET 4 OF 4

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B

Core Consultants, Inc
1950 West Littleton Blvd, 109
Littleton, CO 80120
Ph: 303.703.4444
Fax: 303.703.4530

Engineers Option of Probable Cost to Finish
for
Erie Highlands Filing 4
(Includes curb returns of intersecting streets)

	Quantity	Units	Unit Cost	Total
Street Costs				
Asphalt				
Asphalt Local Streets - 4" HBP / 8" Base	4,388	SY	$ 20.50	$ 89,954.00
Asphalt Collector Streets - 5" HBP / 9" Base	0	SY	$ 25.25	$ -
Subgrade Prep.	4,388	SY	$ 1.27	$ 5,572.76
Concrete				
Cross Pans	1	EA	$ 2,725.00	$ 2,725.00
Handicap Ramps	4	EA	$ 750.00	$ 3,000.00
Curb, Gutter	2,513	LF	$ 12.69	$ 31,889.97
Sidewalks	12,190	SF	$ 3.25	$ 39,617.50
Street Lights	4	EA	$ 2,500.00	$ 10,000.00
Sanitary: INSTALLED W/ FILING 1				
8" Sanitary	0	LF	$ 32.95	$ -
4' Manholes	0	EA	$ 1,960.00	$ -
Sanitary Services	0	EA	$ 1,104.00	$ -
Water				
12" Water line	0	LF	$ 28.15	$ -
8" Water line	1,340	LF	$ 25.15	$ 33,701.00
Bends	4	EA	$ 350.00	$ 1,400.00
8" Valves	4	EA	$ 1,755.00	$ 7,020.00
12" Valves	0	EA	$ 2,125.00	$ -
Tees/Cross	1	EA	$ 560.00	$ 560.00
Fire Hydrants	2	EA	$ 3,600.00	$ 7,200.00
Temp. BO	1	EA	$ 1,435.00	$ 1,435.00
Water Services	39	EA	$ 1,265.00	$ 49,335.00
Storm Sewer, NA				
18" RCP	0	LF	$ 37.75	$ -
24" RCP	0	LF	$ 53.25	$ -
15' Inlet Type R	0	EA	$ 4,235.00	$ -
5' Storm Manhole	0	EA	$ 2,545.00	$ -
4' Storm Manhole	0	EA	$ 2,365.00	$ -
Landscaping				
Trees	4	EA	$ 300.00	$ 1,200.00
Shrubs	57	EA	$ 20.00	$ 1,140.00
Ornamental Grasses	26	EA	$ 8.00	$ 208.00
Fences	0	LF	$ 14.00	$ -
Sod	2,979	SF	$ 2.10	$ 6,255.90
			Subtotal	**$292,214.13**

Phase Subtotal = $ 292,214.13
15% Contingency = $ 43,832.12

TOTAL = $ 336,046.25

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

None.

Reimbursements due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, Two Thousand Three-Hundred Ten & No/100 Dollars ($2,310.00) as reimbursement for 42 lots ($55.00 per lot) within the Erie Highlands Filing No. 4 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

2. Erie shall collect from Owner, prior to recordation of this Agreement, Seventeen Thousand Two-Hundred Twenty & No/100 Dollars ($17,220.00) as reimbursement for 42 lots ($410.00 per lot) within the Erie Highlands Filing No. 4 subdivision connecting to the NWRF Interceptor line that the Town constructed.

Reimbursements due Others:

None.

Fee In Lieu due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, Fifteen Thousand Nine Hundred Three and 18/100 Dollars ($15,903.18) as fee in lieu land dedication for 0.59 acres of Community Park.

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP

No vertical curb is proposed within the Development.

EXHIBIT F

LANDSCAPE MAINTENANCE MAP

Erie Highlands Filing 4

Exhibit F

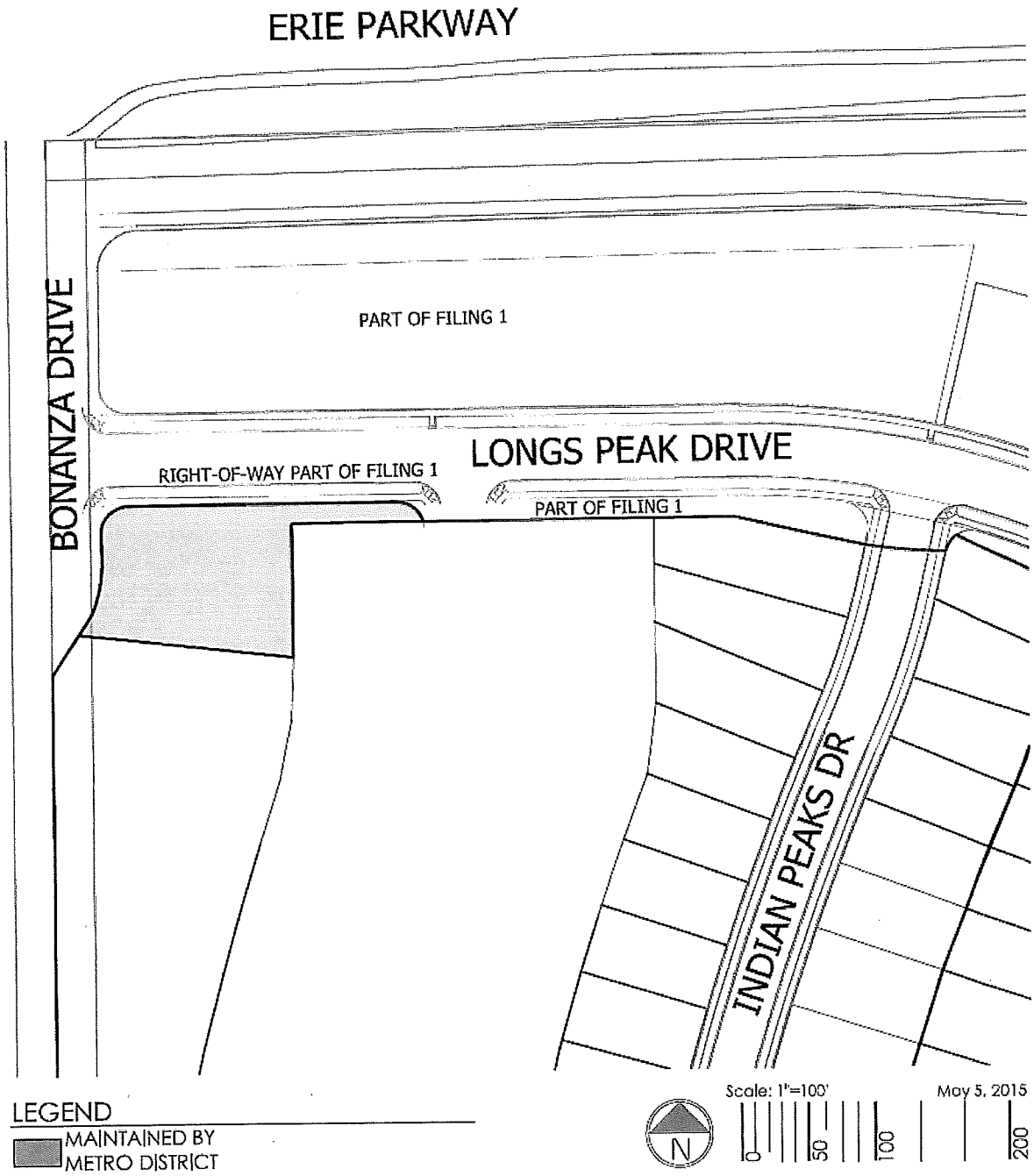


EXHIBIT G

OIL AND GAS WELL DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ ("Purchase Contract") dated _____, 20____, between _____, a _____, as Seller, and the undersigned, as Purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 4, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Erie Highlands plat(s) ("Plat"). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Erie Highlands PUD Overlay, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, processing facilities, storage facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Erie Highlands Filing No. 4. There may be ongoing oil and gas operations and production within Erie Highlands Filing No. 4, including in the vicinity of the Lot, as well as the existence of pipeline easements and access routes across portions of Erie Highlands Filing No. 4. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Erie Highlands Filing No. 4, including in the vicinity of the Lot, which oil and gas production will affect portions of the surface of the real property comprising Erie Highlands Filing No. 4. Heavy drilling equipment will be used in connection with oil and gas operations and drilling of wells within Erie Highlands Filing No. 4 and in conjunction with any production obtained from existing and future wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Erie Highlands Filing No. 4 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the property and certain oil and gas owners and/or operators. These surface use agreements may contain waivers, including a waiver of surface damage payments, a waiver of setbacks and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Erie Highlands Filing No. 4 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Erie Highlands Filing No. 4 for oil and gas operations.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with exploration, drilling, operation, production, well completion, gas gathering and processing, storage, and maintenance of an oil and gas well upon

such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Erie Highlands Filing No. 4, assume the risk of owning property near or adjacent to oil and gas operations. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the exploration, drilling, operation, production, well completion, gas gathering and processing, storage, and maintenance of an oil and gas well; noise associated with oil and gas operations; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site; and lighting.

Additional information regarding oil and gas activity on or adjacent to this property, including information related to drilling permit applications that have been filed for and/or approved, may be available from the Colorado Oil and Gas Conservation Commission ("COGCC").

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____day of _____, 20____.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

EXHIBIT H

AIRPORT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 4, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ ("Purchase Contract") dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 4, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie's approval of the subdivision plat of Erie Highlands, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mine, including but not limited to the Boulder Valley #1 Mine ("Mine"). The Mine is one of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Erie Highlands, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by CTL Thompson, Inc., dated August 25, 2005 and updated on July 9, 2013 ("Report"). A copy of this Report have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Report. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot's location above the Mine, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT J

LANDFILL DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 4, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close proximity to the Front Range Landfill, the landfill gas to energy facility located on the Front Range Landfill, and the Denver Regional Landfill. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to person or property occurring from landfill activities.

IN WITNESS WHEREOF, the undersigned has/have executed this Landfill Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT K

GUN/RIFLE RANGE DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Erie Highlands Filing No. 4, Town of Erie, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close proximity to the Green Mill Sportsman's Club, an outdoor gun/rifle range where guns and rifles are discharged. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to persons or property occurring from or caused by the Green Mill Sportsman's Club or the activities taking place at the Green Mill Sportsman's Club.

IN WITNESS WHEREOF, the undersigned has/have executed this Gun/Rifle Range Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: Tuesday, July 14, 2015

SUBJECT:	**CONSENT AGENDA** **CONSIDERATION OF RESOLUTION 15-91:** A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado; Authorizing The Appropriate Town Official To Sign The Canyon Creek Filing No. 9, 1st Amendment Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of The Development Agreement; And, Setting Forth Details In Relation Thereto.
PURPOSE:	Acceptance of the updated Canyon Creek Filing No. 9, 1st Amendment Development Agreement.
PROJECT NO.:	FP-000041-2014
CODE:	Erie Municipal Code, Title 10
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner
FISCAL INFORMATION:	Cost as Recommended: Balance Available: Budget Line Item Number: New Appropriation Required:
STAFF RECOMMENDATION:	Staff recommends the Board of Trustees authorize the Mayors signature of the Development Agreement by approving Resolution 15-91.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Representative Boulder Creek Neighborhoods, LLC
712 Main Street
Louisville, Colorado, 80027

Owners Johnson Development Company; and,
H.E. Taggart; and, J.B. Telleen

Location

Canyon Creek Subdivision Filing No. 9, 1st Amendment is located on the southeast corner of Erie Parkway and 119th Street.

Project Process:

The Board of Trustees accepted the dedications on the Final Plat and authorized signature of the Development Agreement for the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat on May 12, 2015.

Modification to correct the park dedication requirements in the Development Agreement was necessary and the updated Development Agreement is being presented to the Board of Trustees for authorization of the Mayor to sign the updated Development Agreement.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayors signature of the Development Agreement by approving Resolution 15-91.

Staff Review:

____**Town Attorney**
____**Town Clerk**
✓**Community Development Director**
____**Finance Director**
____**Police Chief**
____**Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-91
b. Canyon Creek Subdivision Filing No. 9, 1st Amendment Development Agreement redline
c. Canyon Creek Subdivision Filing No. 9, 1st Amendment Development Agreement

ATTACHMENT A

RESOLUTION NO. 15-91

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE CANYON CREEK FILING NO. 9, 1ST AMENDMENT DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of the development agreement on July 14, 2015, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, for the Canyon Creek Filing No. 9, 1st Amendment Final Plat, Town of Erie, County of Boulder, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Canyon Creek Filing No. 9, 1st Amendment Final Plat Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Canyon Creek Filing No. 9, 1st Amendment Development Agreement for the Canyon Creek Filing No. 9, 1st Amendment Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement; and, authorizes any technical corrections necessary before recording the development agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 14th day of May 2015.

TOWN OF ERIE, a Colorado municipal corporation

By: _____

Tina Harris, Mayor

ATTEST:

By: _____

Nancy Parker, Town Clerk

ATTACHMENT B

CANYON CREEK FILING NO. 9, 1ST AMENDMENT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, P.O. Box 750, Erie, Colorado, 80516, hereinafter referred to as "Erie" or "Town," and **BOULDER CREEK BRENNAN LLC, a Colorado limited liability company**, 712 Main Street, Louisville, Colorado, 80027, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for the Canyon Creek Filing No. 9, 1st Amendment ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, the Town previously approved the Canyon Creek Subdivision Filing 9 Development Agreement ("Previous Agreement") recorded in the real property records of the Boulder County Clerk and Recorder at Reception No. 2202406. In the event of any conflict, inconsistency or incongruity between the provisions of this Agreement and any of the provisions of the Previous Agreement, the provisions of this Agreement shall in all respects govern and control; and

WHEREAS, the Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection

services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements" and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements." In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's "Standards and Specifications for Design and Construction of Public Improvements."

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."

4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of

Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, Xcel Energy to install all required street lighting pursuant to Xcel Energy plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.

4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."

5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Brennan Lifestyle Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.

6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall install landscaping in accordance with the approved Site Plan.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code ("Code").

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns "Standards and Specifications for Design and Construction of Public Improvements" and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control,

painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the Brennan Lifestyle Association ("HOA"), maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

   Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

   For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

   a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."

   b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on

"Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."

c) Upon Construction Acceptance of Common Facilities: 0%.

d) After Final Acceptance of Public Improvements: 0%.

3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or

augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Owner shall be responsible for making improvements to Erie Parkway and North 119th Street as outlined in the Canyon Creek Filing No. 9, 1st Amendment Construction Documents ("Construction Drawings") and as described in "Exhibit B." This will fulfill the requirements of Section VII.A.3 of the Previous Agreement.

2. Owner shall reimburse the Town $112,737 for intersection improvements at 119th Street and Erie Parkway. This will fulfill the requirements of Section VII.A.1 of the Previous Agreement. The reimbursement is outlined in "Exhibit C."

3. Tracts L through R are private alleys which shall be owned and maintained by the HOA.

4. Vertical curb shall be constructed on the streets indicated on "Exhibit E," all other streets shall be constructed with roll over curb.

B. Park and Open Space Dedication Requirements

~~1. Owner shall pay a fee in lieu of park land dedication for 1.83 acres of Community Park and 1.10 acres for Neighborhood Park. The fee in lieu payments are outlined in "Exhibit C."~~

~~2.~~1. Community Park, Neighborhood Park and Open Space dedications for the Development have been previously satisfied.

C. Installation of Open Space, Parks, Landscaping and Trails

1. Tract K – Pocket Park
   Owner shall be responsible for the construction of the Pocket Park on Tract K in compliance with the approved Construction Drawings.

2. Owner shall be responsible for installation of landscaping, trail and sidewalk improvements on Tracts G through K, and within the Erie Parkway and North 119th Street right-of-ways.

3. Owner shall be responsible for the installation of landscaping within the Brennan Street medians.

D. Maintenance of Parks, Trails, Open Space and Landscaping

1. Tracts G through K shall be maintained by the HOA.

2. Erie Parkway, North 119th Street and Austin Avenue right-of-way landscaping within and adjacent to the Development shall be maintained by the HOA.

3. Brennan Street median landscaping shall be maintained by the HOA.

E. Improvements to Private Tracts

Owner shall provide cash or letter of credit for all landscaping and hardscape improvements, including alleys, to be located on all tracts within the Development in accordance with the approved Site Plan. Upon Town acceptance of the installation of the improvements, the cash or letter of credit shall be released.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with the Code. The finished side of a fence shall face the open space and/or right-of-way.

H. Non-Potable Water

Owner shall continue to work with the Town in determining the feasibility of providing non-potable water for irrigation uses from Thomas Reservoir.

I. Water

Owner shall pay raw water fees for all permanently irrigated Tracts and right-of ways prior to the installation of landscaping within said Tracts and right-of-ways. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water fees. The establishment period is generally two years.

J. Sanitary Sewer

1. 18-inch and 30-inch Interceptor

   The Town is due cost recovery at a rate of $179.53 for each Single Family Equivalent ("SFE"). The reimbursement is outlined in "Exhibit C."

2. NWRF Interceptor

   The Town is due cost recovery at a rate of $410.00 for each SFE. The reimbursement is outlined in "Exhibit C."

K. Wildlife

If construction of the Development is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

L. Disclosure Statements

1. An Airport Disclosure statement indicating the existence of an Avigation Easement ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Canyon Creek Filing No. 9, 1st Amendment constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not

already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said

obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, (i) Owner may sell may sell completed homes and townhomes without Erie's consent, and (ii) Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the

same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:	Owner:
Town of Erie Town Administrator P.O. Box 750 Erie, Colorado 80516-0750	Boulder Creek Brennan, LLC Attn: Steve Erickson 712 Main Street Louisville, Colorado 80027
Mark Shapiro Mark R. Shapiro, PC 1650 38th Street, Suite 103 Boulder, CO 80301-2624	Rebecca Dow Holland & Hart LLP 555 17th Street, Suite 3200 Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Boulder Creek Brennan LLC, is the record owner for the

property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF ERIE
a Colorado municipal corporation

_____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, Town Clerk

OWNER:
BOULDER CREEK BRENNAN, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by _____ as _____ of Boulder Creek Brennan, LLC.

Witness my hand and official seal.
My Commission expires _____.

_____
Notary Public

EXHIBITS LIST

EXHIBIT A – CANYON CREEK FILING NO. 9, 1ST AMENDMENT FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – AIRPORT DISCLOSURE

EXHIBIT A

CANYON CREEK FILING NO. 9, 1ST AMENDMENT FINAL PLAT

CANYON CREEK SUBDIVISION FILING NO. 9 -1ST AMENDMENT
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS
PROJECT NO. FP-000041-2014

DEDICATION STATEMENT:
KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF BOULDER, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 SOUTH 89°50'03" EAST FOR 60.01 FEET;

THENCE SOUTH 0°39'10" EAST FOR 100.00 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 44°45'31" EAST 42.13 FEET;
THENCE SOUTH 89°50'09" EAST 896.14 FEET;
THENCE SOUTH 00°38'09" EAST 126.48 FEET;
THENCE SOUTH 50°47'22" EAST 142.13 FEET;
THENCE SOUTH 29°55'03" EAST 196.94 FEET;
THENCE SOUTH 14°22'03" EAST 100.42 FEET;
THENCE SOUTH 24°25'31" EAST 138.16 FEET;
THENCE SOUTH 00°39'00" EAST 571.27 FEET, TO A NON-TANGENT POINT ON A CURVE;
THENCE ALONG SAID CURVE TO THE LEFT FOR 143.58 FEET, HAVING A RADIUS OF 440.00 FEET, A DELTA OF 18°41'46", AND WHOSE CHORD BEARS NORTH 69°38'58" WEST FOR 142.94 FEET;
THENCE NORTH 78°59'52" WEST 328.94 FEET, TO A POINT ON A CURVE;
THENCE ALONG SAID CURVE TO THE LEFT FOR 39.24 FEET, HAVING A RADIUS OF 440.00 FEET, A DELTA OF 05°06'36", AND WHOSE CHORD BEARS NORTH 81°33'10" WEST FOR 39.23 FEET;
THENCE NORTH 84°06'28" WEST 182.94 FEET, TO A POINT ON A CURVE;
THENCE ALONG SAID CURVE TO THE RIGHT FOR 166.82 FEET, HAVING A RADIUS OF 380.00 FEET, A DELTA OF 26°33'00", AND WHOSE CHORD BEARS NORTH 70°49'58" WEST FOR 165.33 FEET;
THENCE NORTH 57°33'29" WEST 57.29 FEET TO A POINT ON A CURVE;
THENCE ALONG SAID CURVE TO THE LEFT FOR 254.15 FEET, HAVING A RADIUS OF 440.00 FEET, A DELTA OF 33°05'40", AND WHOSE CHORD BEARS NORTH 74°06'19" WEST 250.63 FEET;
THENCE SOUTH 89°20'50" WEST 57.27 FEET TO A POINT ON A CURVE;
THENCE ALONG SAID CURVE TO THE RIGHT FOR 7.07 FEET HAVING A RADIUS OF 9.00 FEET, A DELTA OF 45°00'42", AND WHOSE CHORD BEARS NORTH 68°09'10" WEST FOR 6.89 FEET;
THENCE NORTH 45°39'10" WEST 38.69 FEET;
THENCE NORTH 00°39'10" WEST 834.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,159,140 SQUARE FEET (26.61 ACRES) MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF CANYON CREEK SUBDIVISION FILING NO. 9 – 1ST AMENDMENT. THE STREETS AND EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ERIE, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

BOULDER CREEK BUILDERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: ____________________
(NAME OF AUTHORIZED OFFICIAL)

DATE ____________________

TITLE ____________________

STATE OF COLORADO }SS
COUNTY OF ____________

ACKNOWLEDGED BEFORE ME THIS ______ OF ______
______________ 201__

BY ____________________

AS ____________________

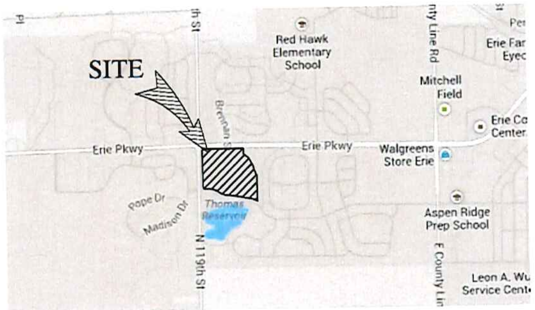
WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ____________

NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE BASED UPON THE CONSIDERATION THAT THE WEST LINE OF SECTION 24 BEARS NORTH 0°39'10" WEST, AS SHOWN HEREON.
2. "NOTICE": ACCORDING TO THE 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 ACTION BASED UPON THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS 2 MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S.
4. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NUMBERS 08013C0437J AND 08507300?F, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE FLOOD ZONE CLASSIFICATION(S) FOR THE SURVEYED PROPERTY IS/ARE "ZONE X".
5. A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 515-F0500893-170-TVO, WITH AN EFFECTIVE DATE OF NOVEMBER 14, 2014 AT 7:00 A.M. WAS RELIED UPON FOR OWNERSHIP INFORMATION AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAYS ACROSS SAID PREMISES. THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY PEAK CIVIL CONSULTANTS, INC TO DETERMINE OWNERSHIP, EASEMENTS AND RIGHTS-OF-WAYS ACROSS SAID PROPERTY.
6. LOT AND BLOCK MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105)
7. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
8. THE OWNER HEREBY GRANTS TO PUBLIC SERVICE COMPANY OF COLORADO, AND OTHER UTILITY PROVIDERS, A BLANKET EASEMENT UPON, ACROSS, OVER AND UNDER TRACTS L, M, N, O, P, AND R FOR UTILITIES AND FOR ACCESS, INSTALLATION, USE, REPLACEMENT, REPAIR AND MAINTENANCE, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, TELEPHONE, ELECTRICITY, COMPUTER, INTERNET, AND MASTER TELEVISION ANTENNA OR CABLE OR SATELLITE TELEVISION SYSTEMS. BY VIRTUE OF THIS BLANKET EASEMENT, IT SHALL BE EXPRESSLY PERMISSIBLE TO ERECT, USE, AND MAINTAIN FACILITIES, EQUIPMENT AND APPURTENANCES ON THE ABOVE PROPERTY, AND TO ACCESS, AFTER USE, REPAIR, AND MAINTAIN, WATER, SEWER, GAS, ELECTRIC, TELEPHONE, COMPUTER, INTERNET AND TELEVISION, WIRES, CABLES, CIRCUITS, CONDUITS, PIPES, FACILITIES, AND METERS.
9. PUBLIC ACCESS IS HEREBY GRANTED OVER TRACTS G, H, I, J, K, L, M, N, O, P, Q, AND R.
10. THIS AMENDED PLAT IS SUBJECT TO AN AVIGATION EASEMENT RECORDED 8/29/2001 AT RECEPTION NO. 2190495 AND RE-RECORDED 10/1/01 AT RECEPTION NO. 2202409
11. MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.



VICINITY MAP
1" = 1000'

LAND SUMMARY CHART		
TYPE	AREA (ACRES)	% OF TOTAL AREA
RESIDENTIAL LOTS – SINGLE FAMILY DETACHED	10.11	38.0%
RESIDENTIAL LOTS – SINGLE FAMILY ATTACHED	2.93	11.0%
TRACTS	7.70	29.0%
PUBLIC ROW	5.66	21.3%
ROW FOR N. 119TH STREET	0.20	0.70%

TRACT SUMMARY CHART				
TRACT	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
G	2.93	OPEN SPACE, PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
H	2.08	OPEN SPACE, PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
I	0.37	OPEN SPACE, PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
J	0.54	OPEN SPACE, PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
K	1.18	POCKET PARK PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
L	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
M	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
N	0.08	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
O	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
P	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
Q	0.17	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
R	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA

ACCEPTANCE CERTIFICATE:
TRACTS G–R ARE HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE CANYON CREEK HOME OWNERS ASSOCIATION.

CANYON CREEK HOME OWNERS ASSOCIATION

BY: ____________________ DATE ____________
(NAME OF AUTHORIZED OFFICIAL)

TITLE ____________________

STATE OF COLORADO }SS
COUNTY OF ____________

ACKNOWLEDGED BEFORE ME THIS ______ OF ______________, 201___
BY ______________ AS ______________

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ____________

LEGAL NOTE

THE OWNER COVENANTS AND AGREES THAT ANY "ACTION" AGAINST A "CONSTRUCTION PROFESSIONAL", AS THOSE TERMS ARE DEFINED IN THE COLORADO CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. §§ 13-20-801, ET SEQ., BY ANY "PURCHASER" (AS DEFINED BELOW), OR ANY "HOA" (AS DEFINED BELOW), SHALL BE SUBJECT TO MEDIATION AND/OR ARBITRATION AS DESCRIBED IN A "COVENANT REGARDING ALTERNATIVE DISPUTE RESOLUTION" TO BE RECORDED AS A COVENANT RUNNING WITH THE LAND AND BINDING UPON LOTS 1–31, BLOCK 1, LOTS 1–8, BLOCK 2, LOTS 1–11, BLOCK 3, LOTS 1–16, BLOCK 4, LOTS 1–64, BLOCK 5 AND TRACTS G–R CANYON CREEK FILING 9, 1ST AMENDMENT. AS USED IN THIS COVENANT, "PURCHASER" MEANS THE FIRST PURCHASER OF A LOT IN CANYON CREEK FILING 9, 1ST AMENDMENT IMPROVED WITH A RESIDENCE WHO ACQUIRES THE LOT FROM A BUILDER-VENDOR AND/OR THE PURCHASER'S SUCCESSORS IN TITLE TO THE LOT. AS USED IN THIS COVENANT, "HOA" MEANS ANY HOMEOWNERS ASSOCIATION CREATED FOR CANYON CREEK FILING 9, 1ST AMENDMENT, ITS SUCCESSORS AND ASSIGNS, WHETHER THE HOA IS ASSERTING CLAIMS ON ITS OWN BEHALF OR ON BEHALF OF ONE OR MORE PURCHASERS. THE UNDERSIGNED INTEND THIS COVENANT AND THE "COVENANT REGARDING ALTERNATIVE DISPUTE RESOLUTION" TO RUN WITH THE LAND TO BE BINDING UPON LOTS 1–31, BLOCK 1, LOTS 1–8, BLOCK 2, LOTS 1–11, BLOCK 3, LOTS 1–16, BLOCK 4, LOTS 1–64, BLOCK 5 AND TRACTS G–R CANYON CREEK FILING 9, 1ST AMENDMENT, AND TO BE BINDING UPON EACH PURCHASER, ANY HOA, AND THEIR RESPECTIVE HEIRS, PERSONAL AND LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

TITLE VERIFICATION CERTIFICATE:
WE FIDELITY NATIONAL TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

COMPANY NAME

BY: ____________________ DATE ____________
(NAME OF AUTHORIZED OFFICIAL)

TITLE: ____________________

STATE OF COLORADO }SS
COUNTY OF ____________

ACKNOWLEDGED BEFORE ME THIS ______ OF ______________, 201___
BY ______________ AS ______________

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ____________

COMMUNITY DEVELOPMENT AND PUBLIC WORKS APPROVAL CERTIFICATE:
THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR ON THIS ________ DAY OF ______________ 201___

____
COMMUNITY DEVELOPMENT DIRECTOR

____
PUBLIC WORKS DIRECTOR

BOARD OF TRUSTEES APPROVAL CERTIFICATE:
THIS PLAT IS TO BE KNOWN AS CANYON CREEK SUBDIVISION FILING NO. 9 – 1ST AMENDMENT AND IS APPROVED AND ACCEPTED BY RESOLUTION NO. ______ PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON THE ________ DAY OF ________ ______________ 201___

____
MAYOR

ATTEST: ____________________
TOWN CLERK

SURVEYOR'S CERTIFICATE:
I, JOHN E. KRATZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON OCTOBER 17, 2013, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE, MUNICIPAL CODE.
I ATTEST THE ABOVE ON THIS ________ DAY OF ______________, 2015

____________________ DATE 02/24/15
JOHN E. KRATZ
A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #20142

CLERK & RECORDER CERTIFICATE:

STATE OF COLORADO }SS
COUNTY OF BOULDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ OF ______________
201___ A.D. AND WAS RECORDED AT RECEPTION NUMBER ______________

____
COUNTY CLERK AND RECORDER

COVER SHEET

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: KF
SHEET 1 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH 720.859.3869
FAX 720.856.3880
CONTACT: JEFF FRENCH

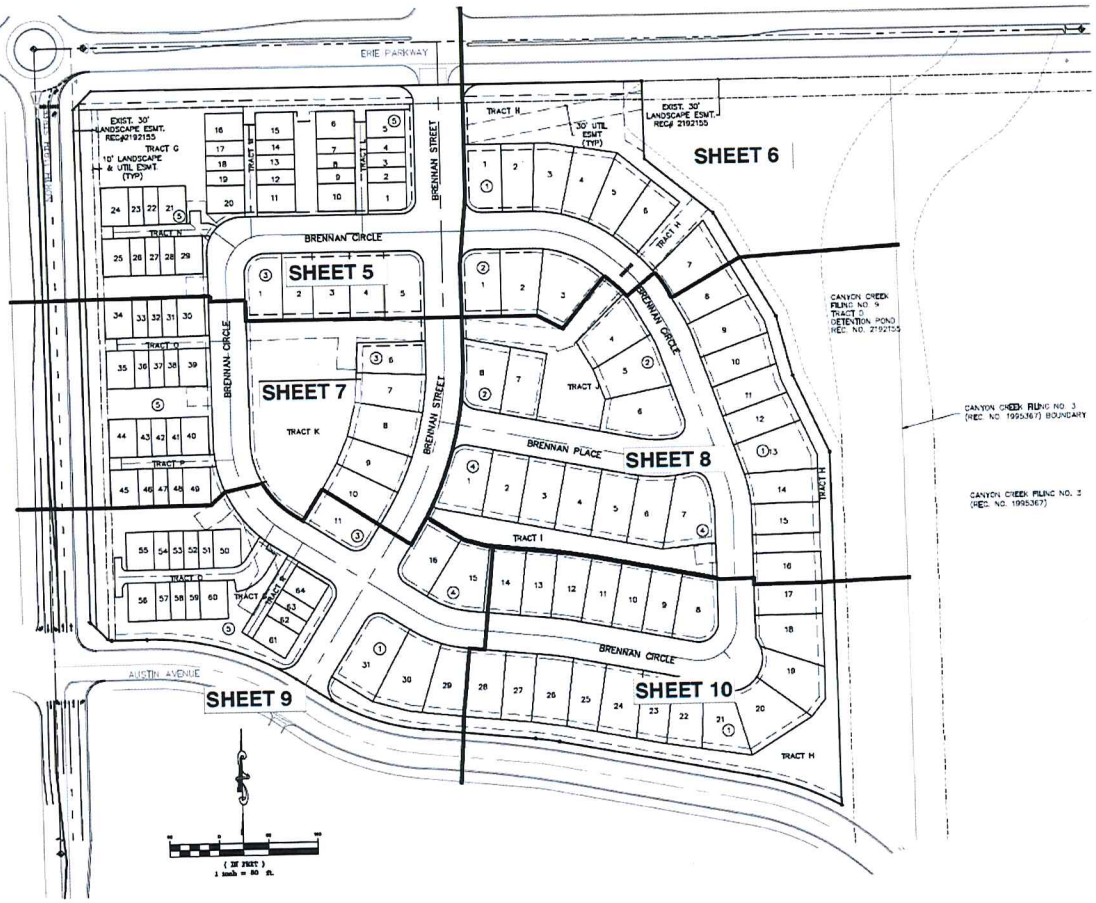
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014



LINE TABLE		
LINE	LENGTH	BEARING
L1	12.98'	N00°38'16"W
L2	12.00'	S89°21'44"W
L3	14.02'	N00°38'16"W
L4	12.00'	N89°21'44"E
L5	9.03'	S75°09'03"W
L6	9.98'	N89°50'03"W
L7	15.88'	S00°09'57"W
L8	20.00'	N89°50'03"W
L9	15.83'	N00°09'57"E
L10	6.41'	N89°50'03"W
L11	20.93'	N45°08'28"W
L12	18.49'	N00°00'00"E
L13	30.00'	N89°14'39"W
L14	31.35'	S00°00'00"E
L15	47.09'	S45°08'28"E
L16	34.79'	S89°19'19"E
L17	30.14'	N89°19'19"E
L18	40.11'	N89°20'02"E
L19	40.09'	S89°20'02"W
L20	30.87'	S48°10'07"W
L21	32.76'	S58°50'32"W
L22	30.18'	N59°35'47"E
L23	26.43'	N48°10'07"E
L24	88.35'	S76°31'23"E
L25	50.42'	N16°31'23"W
L26	65.04'	S32°26'53"W
L27	78.70'	N32°26'53"E
L28	2.60'	S17°09'28"E
L29	30.00'	S72°54'32"W
L30	7.44'	N17°09'28"W
L31	7.01'	N16°02'40"W
L32	9.72'	N32°26'53"E
L33	20.00'	N57°33'07"W
L34	31.22'	N32°26'53"E
L35	20.00'	S07°32'51"E

LINE TABLE		
LINE	LENGTH	BEARING
L36	32.80'	N84°27'10"E
L37	20.00'	N89°54'15"W
L38	20.00'	N89°54'15"W
L39	20.00'	N00°39'57"W
L40	30.00'	S05°47'50"E
L41	35.80'	S84°12'10"W
L42	20.00'	N89°54'15"W
L43	20.00'	N00°39'57"W
L44	20.00'	N00°39'57"W
L45	20.00'	S89°54'15"E
L46	20.00'	S00°38'16"E
L47	18.00'	S89°21'44"W
L48	20.00'	N00°38'16"W
L49	5.92'	S89°22'01"W
L50	5.66'	N89°21'44"E

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	8.36'	15.03'	31°51'28"	N74°40'27"W	8.25'
C2	21.78'	35.04'	35°36'49"	N72°48'31"W	21.43'
C3	37.51'	24.00'	89°32'38"	N45°19'35"E	33.81'
C4	37.49'	24.00'	89°30'24"	S45°09'08"E	33.79'
C5	37.73'	24.00'	89°58'42"	S45°02'52"W	33.97'
C6	37.90'	24.00'	90°29'12"	N44°39'50"W	34.09'
C7	35.36'	24.00'	84°24'23"	S36°31'56"E	32.24'
C8	35.36'	24.00'	84°24'21"	S59°05'40"W	32.24'
C9	34.93'	24.00'	83°23'19"	N61°02'28"W	31.93'
C10	42.34'	24.00'	101°03'16"	N31°25'50"E	37.19'
C11	29.80'	30.00'	56°54'51"	N60°54'18"E	28.59'
C12	37.70'	24.00'	90°00'00"	N77°26'53"E	33.94'
C13	37.70'	24.00'	90°00'00"	S12°33'07"E	33.94'
C14	37.70'	24.00'	89°59'59"	S77°26'54"W	33.94'
C15	37.70'	24.00'	90°00'00"	N12°33'07"W	33.94'
C16	4.40'	3.00'	84°04'04"	S78°22'11"E	4.02'
C17	6.03'	50.00'	6°54'40"	N85°54'23"E	6.03'
C18	12.57'	8.00'	89°59'53"	S45°38'16"E	11.31'
C19	12.57'	8.00'	90°00'04"	S44°21'46"W	11.31'
C20	91.88'	58.00'	90°45'42"	S44°42'54"W	82.57'
C21	61.09'	70.00'	50°00'10"	N57°26'58"E	59.17'
C22	18.81'	25.00'	38°31'23"	N21°22'35"W	18.49'
C23	39.73'	40.00'	56°54'51"	N60°54'18"E	38.12'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING SECTION LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- EXISTING SECTION CORNER
- FOUND MONUMENT
- SET #5 24" REBAR W/ 5/8" PLASTIC CAP. L.S. #29231

OVERALL PLAN & TYPICAL SECTIONS

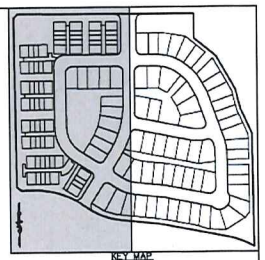
DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF

SHEET 2 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

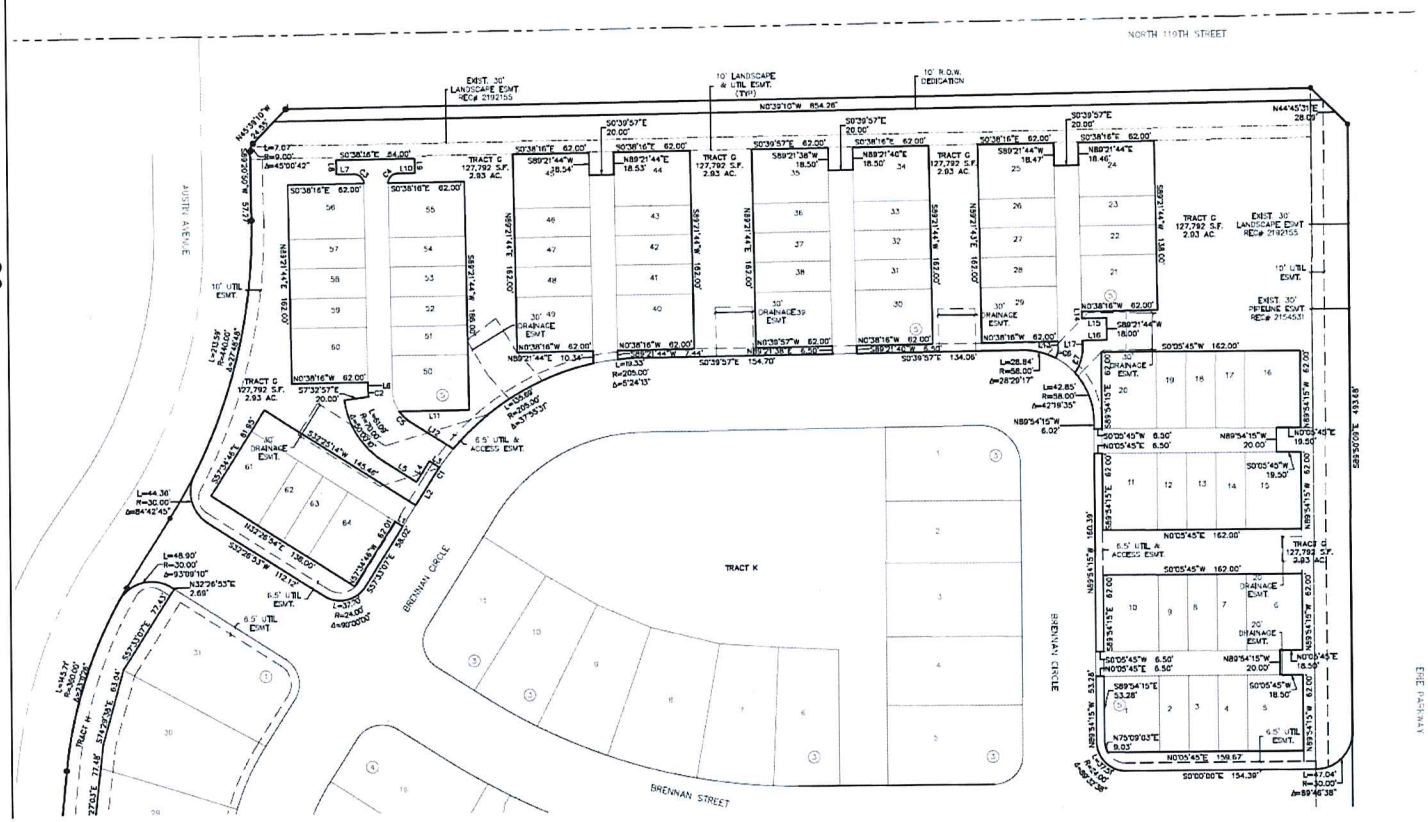
Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.855.3959
FAX: 720.855.3960
CONTACT: JEFF FRENCH

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	9.49'	205.00'	2°39'09"	S56°13'32"E	9.49'
C2	6.03'	50.00'	6°54'48"	N65°54'23"E	6.03'
C3	12.57'	8.00'	90°00'04"	N44°21'46"E	11.31'
C4	12.57'	8.00'	89°59'53"	N45°38'16"W	11.31'
C5	11.99'	30.00'	22°53'37"	S43°53'42"W	11.91'
C6	8.36'	15.03'	31°51'28"	S74°40'35"E	8.25'
C7	21.78'	35.04'	35°36'49"	N72°48'31"W	21.43'



KEY MAP
SCALE: 1"=250

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.45'	N32°25'14"E
L2	26.83'	S57°33'07"E
L3	9.72'	N32°26'53"E
L4	20.00'	N57°33'07"W
L5	31.22'	N32°26'53"E
L6	5.68'	N89°21'44"E
L7	14.02'	N00°38'16"W
L8	12.00'	N89°21'44"E
L9	12.00'	S89°21'44"W
L10	13.98'	N00°38'16"W
L11	56.87'	N00°38'16"W
L12	41.83'	S32°26'53"W
L13	5.56'	N89°21'44"E
L14	5.66'	S89°21'43"W
L15	20.00'	S00°38'16"E
L16	20.00'	N00°38'16"W
L17	5.92'	S89°22'01"W



(IN FEET)
1 inch = 40 ft.

TRACT G

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF
SHEET 3 OF 10

DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
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PH: 720.855.3959
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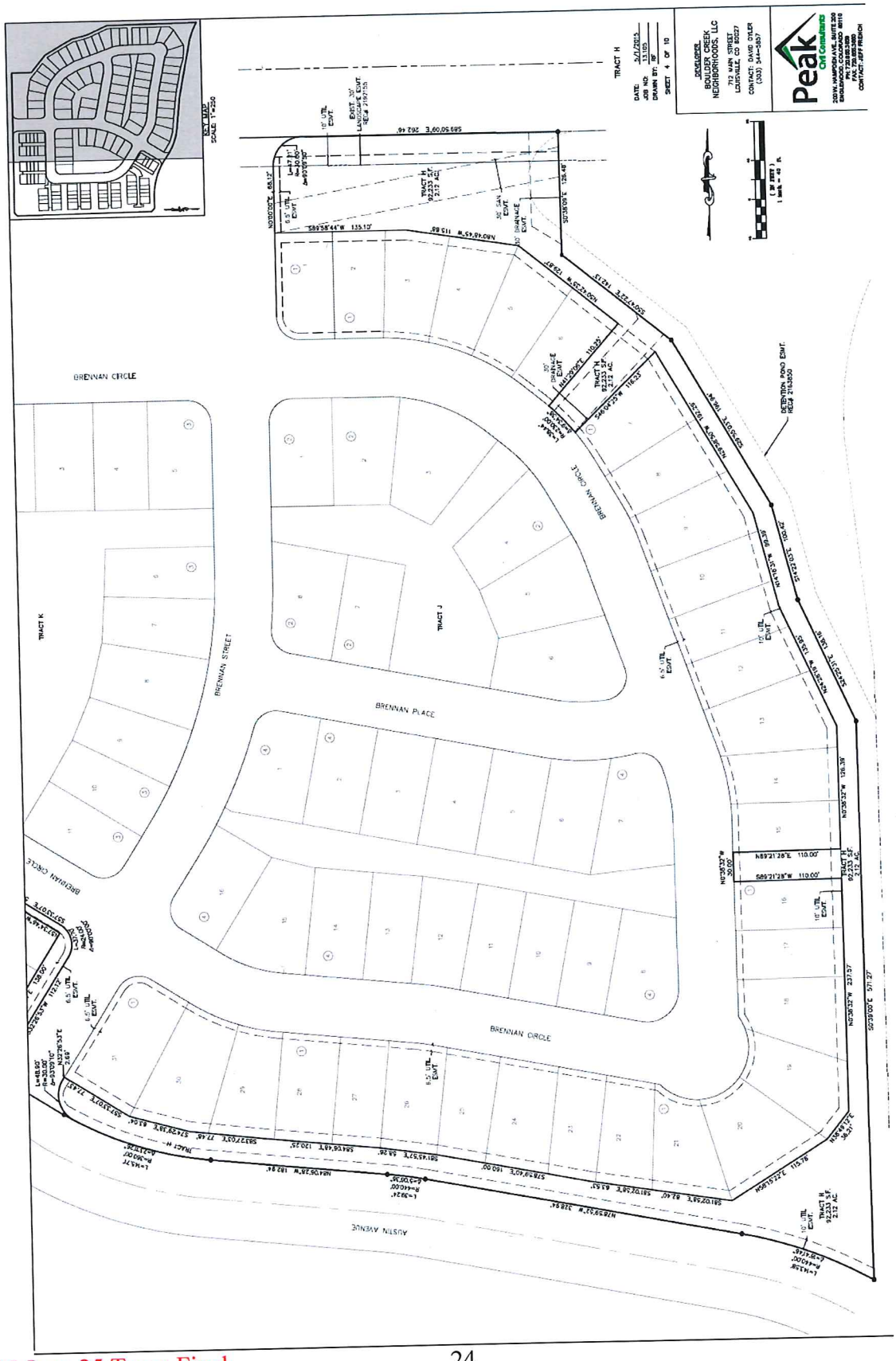
CONTACT: JEFF FRENCH


BRENNAN CIRCLE
BRENNAN STREET
BRENNAN PLACE
BRENNAN CIRCLE
BRENNAN CIRCLE
AUSTIN AVENUE
TRACT K
TRACT J
TRACT H
DETENTION POND ESMT.
BOULDER CREEK NEIGHBORHOODS, LLC
Peak Civil Consultants

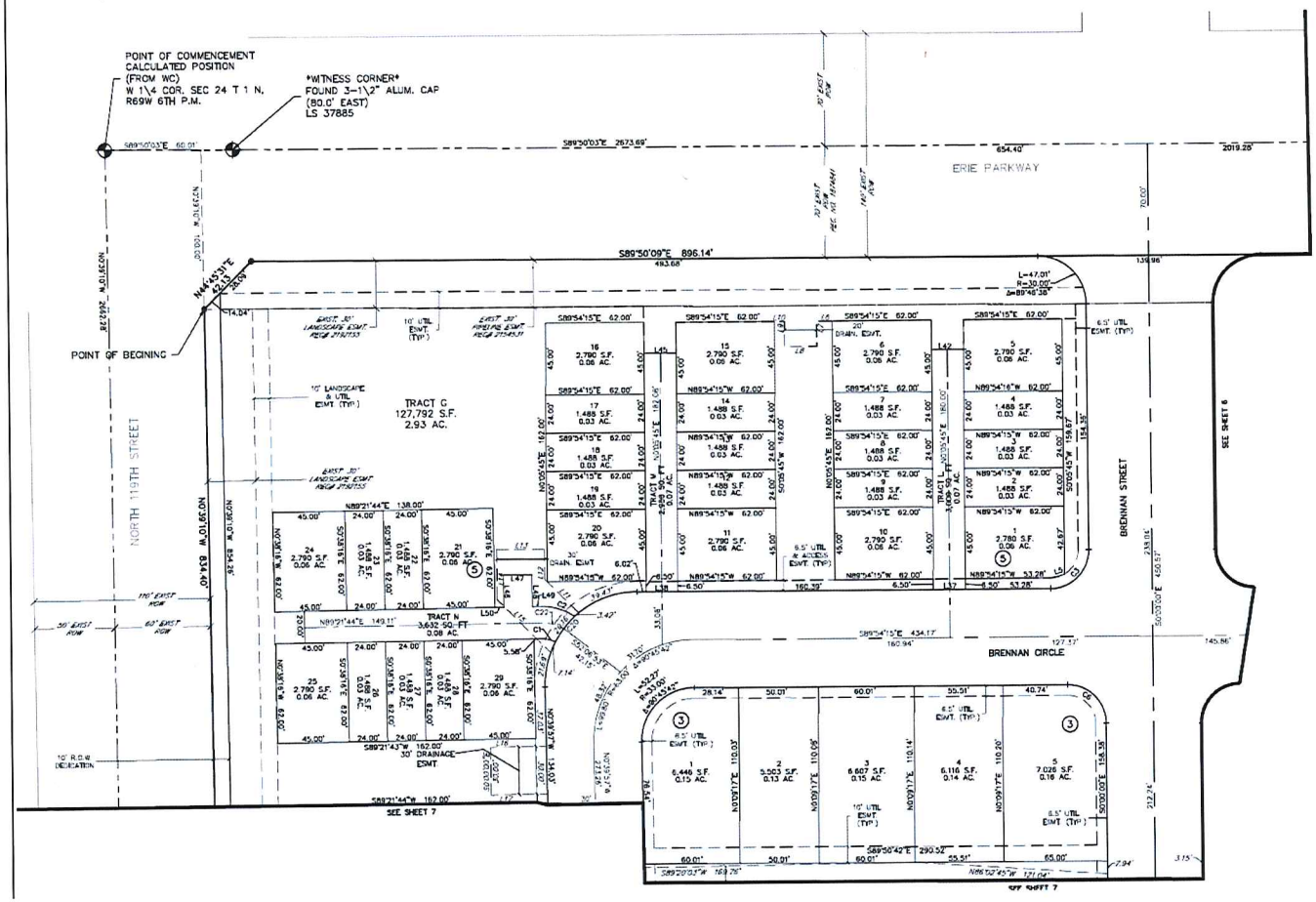
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

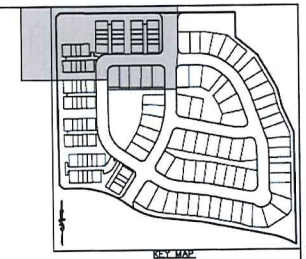
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





KEY MAP
SCALE: 1"=250

PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUGUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #6 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #29531

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 50 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF

SHEET 5 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID GYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.885.3689
FAX: 720.885.3689
CONTACT: JEFF FRENCH

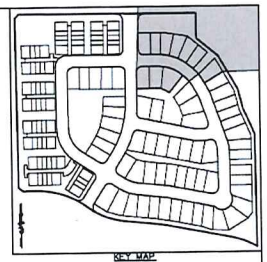
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

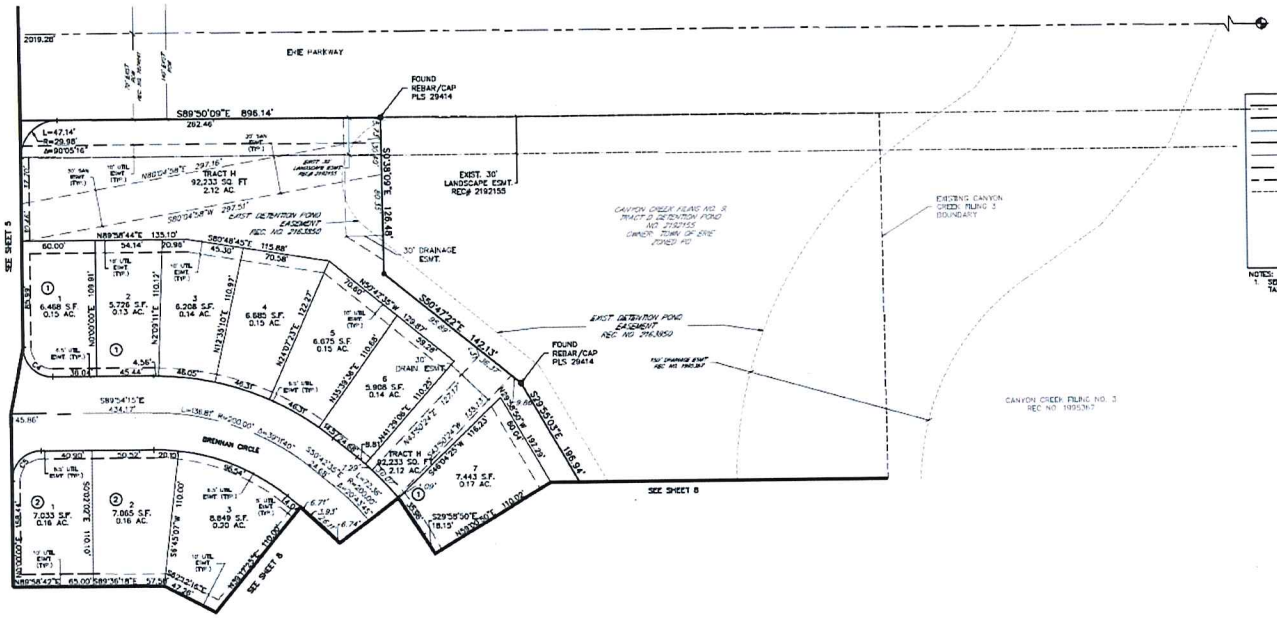
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014



KEY MAP
SCALE: 1"=250



PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING ALIQUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #6 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #30031

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 40 ft

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: NF

SHEET 6 OF 10

DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
2000 W. HAMPDEN AVE., SUITE 200
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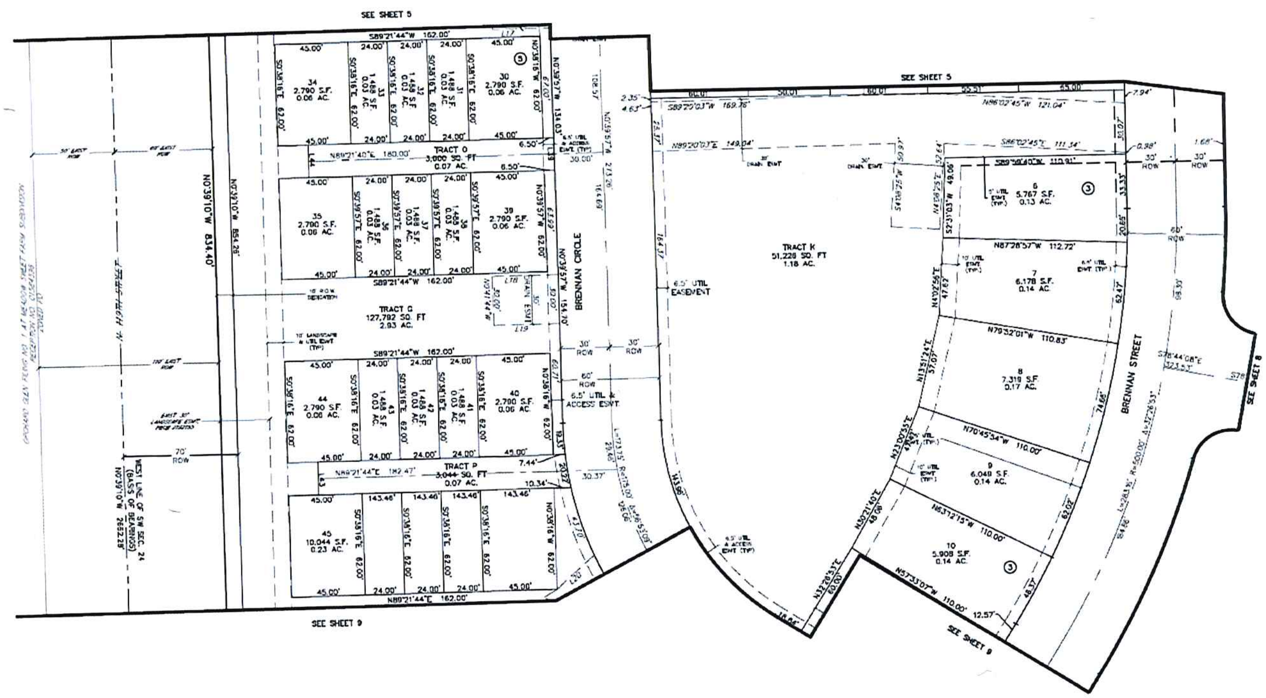
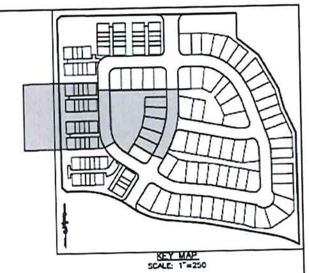
FAX: 720.895.3880
CONTACT: JEFF FRIDRICH

CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS
PROJECT NO. FP-000041-2014





———	PROPERTY BOUNDARY
———	PROPOSED RIGHT-OF-WAY
———	EXISTING RIGHT-OF-WAY
———	PROPOSED LOT LINE
———	EXISTING LOT LINE
— — —	EXISTING SECTION LINE
- - - -	PROPOSED EASEMENT
- - - -	EXISTING EASEMENT
◈	EXISTING ALIQUOT CORNER
●	FOUND MONUMENT (AS DESCRIBED)
•	FOUND #5 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #38231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 30 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF

SHEET 7 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
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Peak Civil Consultants
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ENGLEWOOD, COLORADO 80110
PH: 720.855.3859
FAX: 720.855.3860
CONTACT: JEFF FRENCH

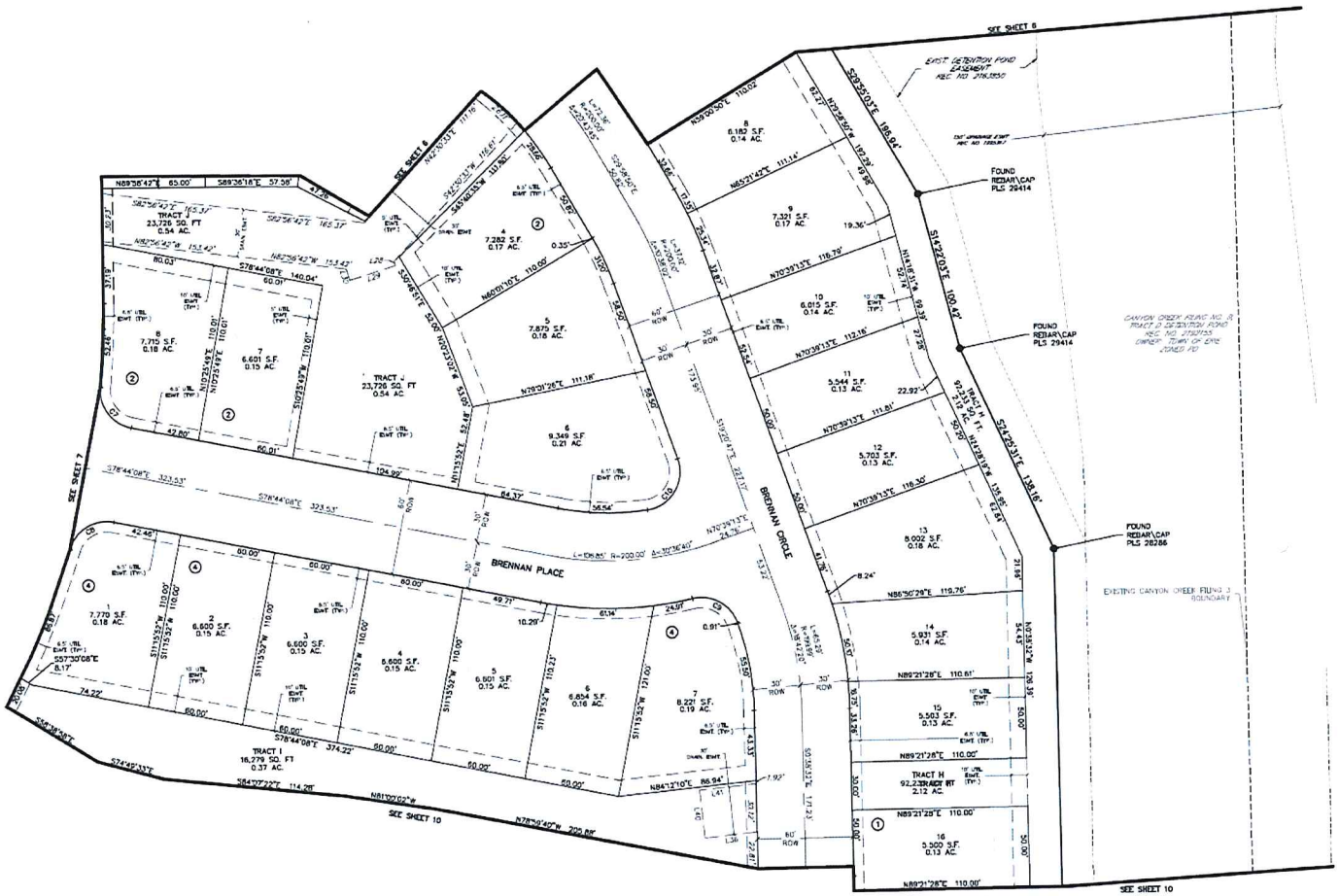
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014



PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUQUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" PLASTIC CAP, L.S. #35231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 50 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF

SHEET 8 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID GYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.855.3659
FAX: 720.855.3660
CONTACT: JEFF FRENCH

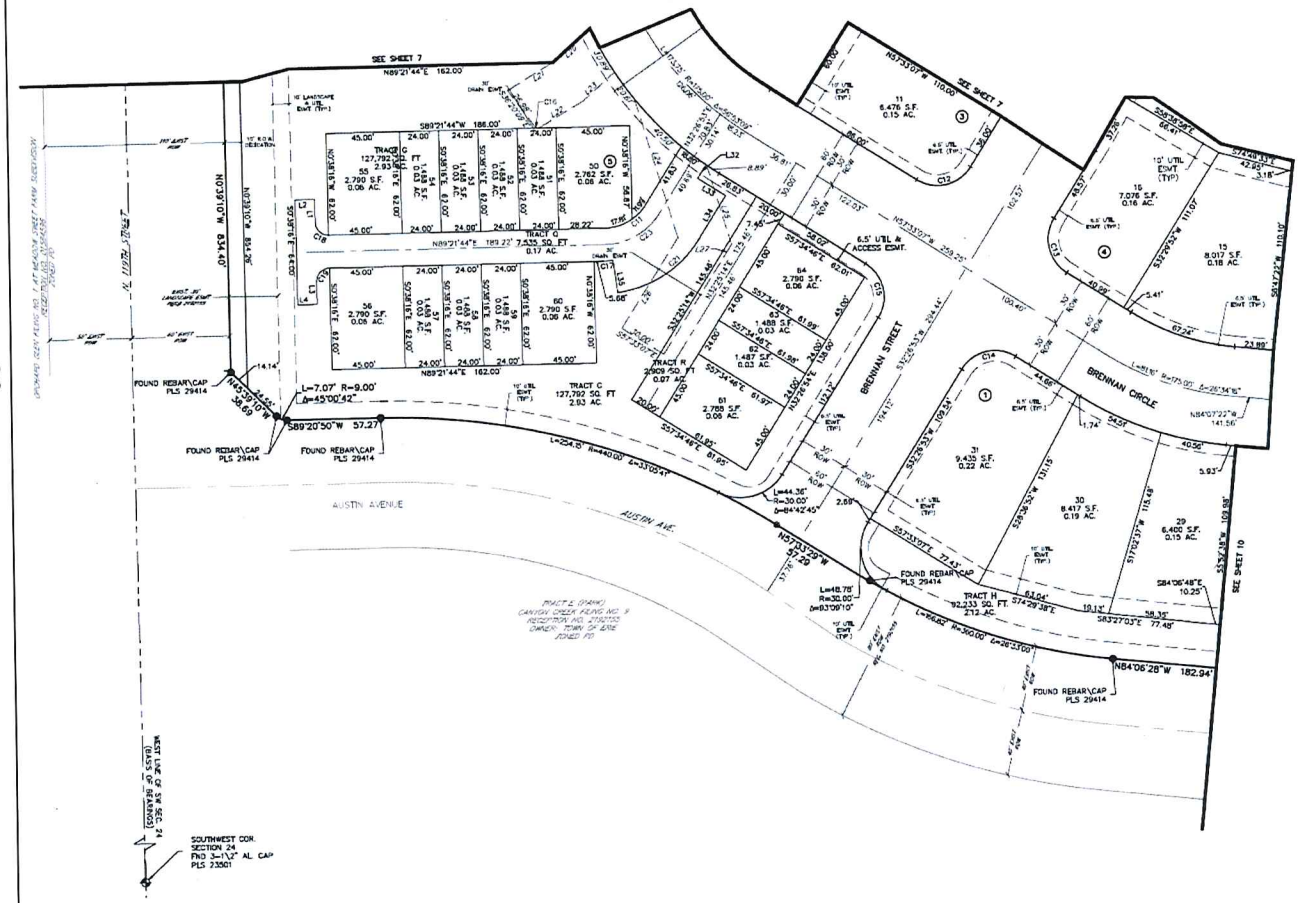
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

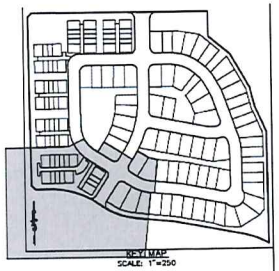
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUQUOT CORNER
FOUND MONUMENT (AS DESCRIBED
FOUND #6 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #30231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 50 ft.

FINAL PLAT

DATE: 4/1/2015
JOB NO: 13.165
DRAWN BY: NF

SHEET 9 OF 10

DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
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ENGLEWOOD, COLORADO 80110
PH: 720.855.3889
FAX: 720.855.3880
CONTACT: JEFF FRENCH

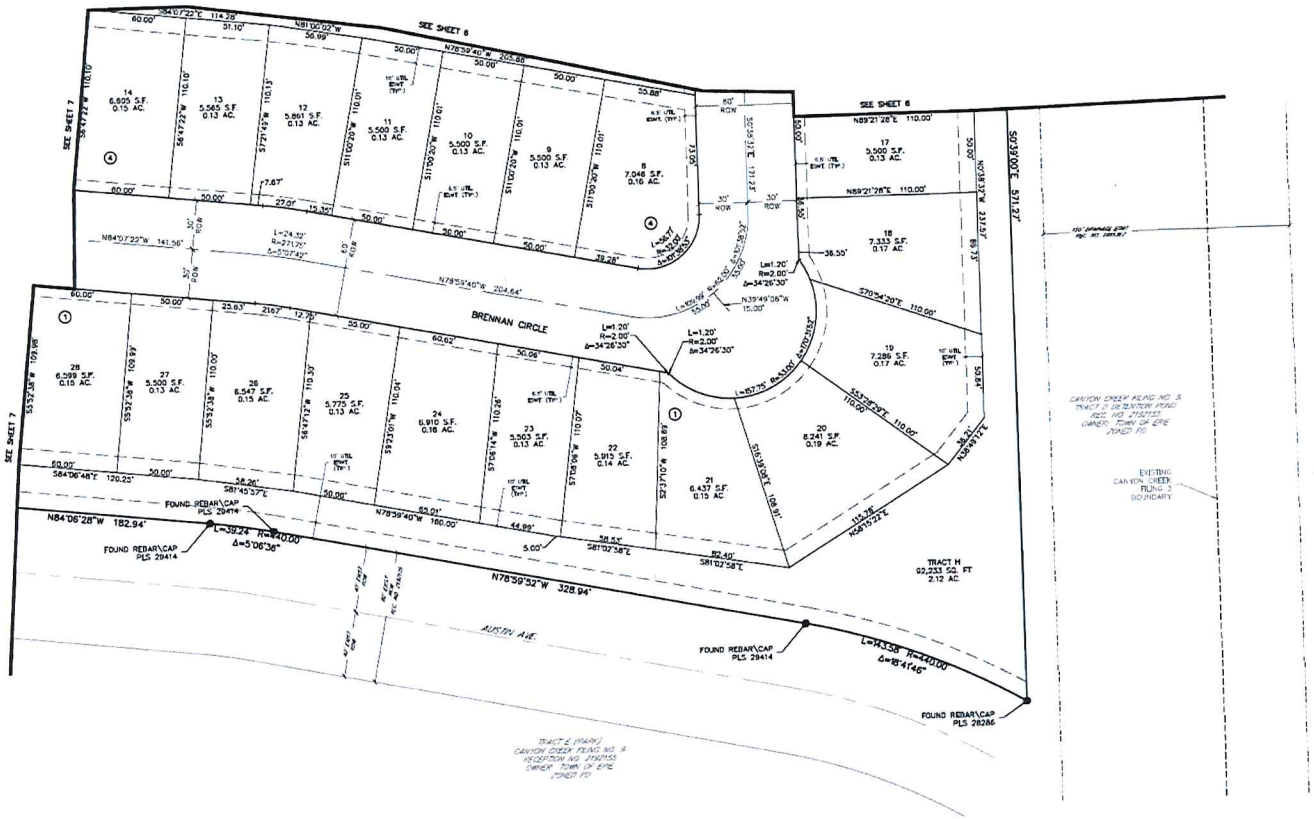
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014



PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING ALIQUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5, REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #38231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 30 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF
SHEET 10 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
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PH 720.835.3659
FAX: 720.835.3660
CONTACT: JEFF FRENCH

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B
PUBLIC IMPROVEMENT SCHEDULE

Project: Canyon Creek Subdivision Filing No. 9, 1st Amendment
Prepared For: Boulder Creek Neighborhoods
Prepared By: Peak Civil Consultants, Inc.
Date: May 2015

Description	Phase 1	Phase 2	Phase 3	Phase 4	Total	Comments
No Lots/Units	**31**	**28**	**44**	**27**	**130**	
Townhomes:	*20*	*0*	*44*	*0*	64	
Single Family:	*11*	*28*	*0*	*27*	66	
Area (Acres)	*6.36*	*6.08*	*7.89*	*6.28*	26.61	Onsite areas
Grading	$21,376	$14,358	$12,296	$17,640	$65,670	
Streets	$737,013	$244,329	$123,995	$204,661	$1,309,997	
Sanitary Sewer	$91,690	$68,166	$96,112	$44,012	$299,980	
Water	$150,773	$81,037	$0	$46,874	$278,684	
Storm Sewer	$298,304	$82,358	$70,286	$14,632	$465,580	
Landscaping	$152,070	$128,556	$233,307	$63,909	$577,843	
Total	**$1,451,226**	**$618,804**	**$535,996**	**$391,728**	**$2,997,754**	
15% of Total	$217,684	$92,821	$80,399	$58,759	**$449,663**	
Required Improvement Guarantee at 115%	**$1,668,910**	**$711,625**	**$616,395**	**$450,487**	**$3,447,417**	
Cost/Lot	$53,836	$25,415	$14,009	$16,685	$26,519	

Notes & Assumptions:
1) Estimate based upon Final Canyon Creek Construction Plans prepared by Peak Civil Consultants, April 2015.
2) Refer to the Phasing Map for street locations and limits of each phase.

Project:	Canyon Creek Filing No. 9	**Prepared By:**	GB
Date:	May 2015	**Job Number:**	13.105
Client:	Boulder Creek Neighborhoods		

Peak Civil Consultants

Phase 1

No. Lots/Units = 31

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	5,688	CY	$2.00	$11,376.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	**$21,376.00**	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	4,150	LF	$15.00	$62,250.00	
8' Concrete Walk	2,170	LF	$25.00	$54,250.00	Includes all frontage streets
Walk Subgrade Prep.	4,235	SY	$3.00	$12,705.00	
Verticle Curb & Gutter	3,894	LF	$11.00	$42,834.00	
Mountable Curb & Gutter	1,550	LF	$12.00	$18,600.00	
Curb Subgrade Prep.	1,512	SY	$3.00	$4,536.00	
Curb Underdrain	5,444	LF	$10.00	$54,440.00	
Asphalt Paving	75,840	SYI	$4.70	$356,448.00	Assumed 8"; Includes 119th
Asphalt Subgrade Prep.	9,480	SY	$3.00	$28,440.00	
Corner Handicap Ramp	20	EA	$1,100.00	$22,000.00	
Midblock Handicap Ramp	1	EA	$750.00	$750.00	
Concrete Crosspan	1,476	SF	$10.00	$14,760.00	
Signage & Striping	1	LS	$5,000.00	$5,000.00	
Street Lights	20	EA	$3,000.00	$60,000.00	
			Streets Subtotal	**$737,013.00**	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,770	LF	$34.00	$60,180.00	
8" Sanitary Plug	5	EA	$250.00	$1,250.00	
Connect to Existing	1	EA	$500.00	$500.00	
Sanitary Service Connection	31	EA	$300.00	$9,300.00	
4' Sanitary Sewer Manhole	11	EA	$1,860.00	$20,460.00	
			Sanitary Sewer Subtotal	**$91,690.00**	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" W/L Main	2,191	LF	$30.00	$65,730.00	Includes loop through Phase 3
8"x8" Tee w/TB	7	EA	$560.00	$3,920.00	
8"x8" Tee w/TB	3	EA	$795.00	$2,385.00	
8"x8" Cross	2	EA	$850.00	$1,700.00	
8" Gate Valve	15	EA	$1,700.00	$25,500.00	
8" Connec to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	7	EA	$5,514.00	$38,598.00	
Water Service Connection	24	EA	$300.00	$7,200.00	Includes Phase 3
8" Bend	9	EA	$360.00	$3,240.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	**$160,773.00**	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	2,585	LF	$46.00	$118,910.00	Includes 119th and Erie storm improvements
24" RCP Storm	335	LF	$66.00	$22,110.00	
36" RCP Storm	583	LF	$108.00	$62,964.00	
36" FES	1	EA	$1,200.00	$1,200.00	
4' Storm Sewer Manhole	20	EA	$1,860.00	$37,200.00	
5' Storm Sewer Manhole	3	EA	$2,290.00	$6,870.00	
Type C Inlet	4	EA	$3,000.00	$12,000.00	
5' Type R Inlet	5	EA	$3,710.00	$18,550.00	
10' Type R Inlet	2	EA	$5,750.00	$11,500.00	
15' Type R Inlet	1	EA	$7,000.00	$7,000.00	
			Storm Sewer Subtotal	**$298,304.00**	

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

Landscaping	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	17,265	SF	$0.49	$8,459.85	Erie Pkwy. And Park at corner
Sod	900	SF	$0.49	$441.00	Median
Sod	14,640	SF	$0.49	$7,173.60	Brennan Drive Streetscape
Sod	3,625	SF	$0.49	$1,776.25	Between Buildings
Soil Prep	36,430	SF	$0.50	$18,215.00	
Irrigation for Sod	36,430	SF	$0.95	$34,608.50	
Seeding	41,644	SF	$0.15	$6,246.60	Erie Pkwy. And Park at corner
Seeding	4,400	SF	$0.15	$660.00	Between 1 & 6 Block 3
Soil Prep for Seeding	46,044	SF	$0.35	$16,115.40	
Rock Mulch	2,906	SF	$1.15	$3,341.90	Park and Tracts L&M
Shrubs	100	EA	$25.00	$2,500.00	for rock mulch areas
Shade Trees	51	EA	$400.00	$20,400.00	
Ornamental Trees	25	EA	$200.00	$5,000.00	
5' Trail	6,384	LF	$4.25	$27,132.00	Park and Between Buildings
			Landscaping Subtotal	$162,070.10	

Total Phase 1 Costs $1,451,228.10

2

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

No. Lots/Units = 28

Phase 2

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	2,179	CY	$2.00	$4,358.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$34,358.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	2,100	LF	$15.00	$31,500.00	
Walk Subgrade Prep.	1,167	SY	$3.00	$3,501.00	
Verticle Curb & Gutter	13	LF	$11.00	$143.00	
Mountable Curb & Gutter	1,928	LF	$12.00	$23,136.00	
Curb Subgrade Prep.	540	SY	$3.00	$1,620.00	
Curb Underdrain	1,941	LF	$10.00	$19,410.00	
Asphalt Paving	29,048	SYI	$4.70	$136,525.60	Assumed 8"
Asphalt Subgrade Prep.	3,631	SY	$3.00	$10,893.00	
Corner Handicap Ramp	2	EA	$1,100.00	$2,200.00	
Midblock Handicap Ramp	3	EA	$750.00	$2,250.00	
Concrete Crosspan	465	SF	$10.00	$4,650.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	2	EA	$3,000.00	$6,000.00	
			Streets Subtotal	$244,328.60	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,174	LF	$34.00	$39,916.00	
8" Sanitary Plug	1	EA	$250.00	$250.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	28	EA	$300.00	$8,400.00	
4' Sanitary Sewer Manhole	10	EA	$1,860.00	$18,600.00	
			Sanitary Sewer Subtotal	$68,166.00	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" W/L Main	1,256	LF	$30.00	$37,680.00	
8"x8" Tee w/TB	3	EA	$560.00	$1,680.00	
8"x8" Tee w/TB	1	EA	$795.00	$795.00	
8" Gate Valve	6	EA	$1,700.00	$10,200.00	
8" Connec to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	3	EA	$5,514.00	$16,542.00	
Water Service Connection	28	EA	$300.00	$8,400.00	
8" Bend	9	EA	$360.00	$3,240.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	$81,037.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	67	LF	$46.00	$3,082.00	
24" RCP Storm	826	LF	$66.00	$54,516.00	
4' Storm Sewer Manhole	5	EA	$1,860.00	$9,300.00	
Type C Inlet	2	EA	$3,000.00	$6,000.00	
5' Type R Inlet	1	EA	$3,710.00	$3,710.00	
10' Type R Inlet	1	EA	$5,750.00	$5,750.00	
			Storm Sewer Subtotal	$82,358.00	

Project:	Canyon Creek Filing No. 9	**Prepared By:**	GB
Date:	May 2015	**Job Number:**	13.105
Client:	Boulder Creek Neighborhoods		

Peak Civil Consultants

Landscaping

	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	11,650	SF	$0.49	$5,708.50	Erie Pkwy. Streetscape
Sod	5,940	SF	$0.49	$2,910.60	Brennan Cir. Streetscape
Sod	6,336	SF	$0.49	$3,104.64	Brennan Pl. Streetscape
Soil Prep	23,926	SF	$0.50	$11,963.00	
Irrigation for Sod	23,926	SF	$0.95	$22,729.70	
Seeding	29,925	SF	$0.15	$4,488.75	Tract H SE corner Brennan St. and Erie Pkwy.
Seeding	4,800	SF	$0.15	$720.00	Tract H between Lots 6 & 7
Seeding	23,726	SF	$0.15	$3,558.90	Tract J
Seeding	16,279	SF	$0.15	$2,441.85	Tract I
Soil Prep	74,730	SF	$0.35	$26,155.50	
Shade Trees	24	EA	$400.00	$9,600.00	
Ornamental Trees	12	EA	$200.00	$2,400.00	
Evergreen Trees	13	EA	$200.00	$2,600.00	
5' Trail	7,100	LF	$4.25	$30,175.00	
			Landscaping Subtotal	**$128,568.44**	
			Total Phase 2 Costs	**$818,804.04**	

2

Project:	Canyon Creek Filing No. 9	Prepared By:	GB
Date:	May 2015	Job Number:	13.105
Client:	Boulder Creek Neighborhoods		

Peak Civil Consultants

No. Lots/Units = 44

Phase 3

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	1,148	CY	$2.00	$2,296.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$12,296.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	1,160	LF	$15.00	$17,400.00	
Walk Subgrade Prep.	644	SY	$3.00	$1,932.00	
Verticle Curb & Gutter	815	LF	$11.00	$8,965.00	
Mountable Curb & Gutter	162	LF	$12.00	$1,944.00	
Curb Subgrade Prep.	272	SY	$3.00	$816.00	
Curb Underdrain	977	LF	$10.00	$9,770.00	
Asphalt Paving	15,304	SYI	$4.70	$71,928.80	Assumed 8"
Asphalt Subgrade Prep.	1,913	SY	$3.00	$5,739.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	1	EA	$3,000.00	$3,000.00	
			Streets Subtotal	$123,994.80	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,698	LF	$34.00	$57,732.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	44	EA	$300.00	$13,200.00	
4' Sanitary Sewer Manhole	13	EA	$1,860.00	$24,180.00	
			Sanitary Sewer Subtotal	$96,112.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	392	LF	$46.00	$18,032.00	
24" RCP Storm	469	LF	$66.00	$30,954.00	
4' Storm Sewer Manhole	5	EA	$1,860.00	$9,300.00	
Type C Inlet	4	EA	$3,000.00	$12,000.00	
			Storm Sewer Subtotal	$70,286.00	

Project:	Canyon Creek Filing No. 9	**Prepared By:**	GB
Date:	May 2015	**Job Number:**	13.105
Client:	Boulder Creek Neighborhoods		

Peak Civil Consultants

Landscaping

	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	18,960	SF	$0.49	$9,290.40	Erie Pkwy. And Austin Ave.
Sod	15,394	SF	$0.49	$7,543.06	Park Area
Sod	11,250	SF	$0.49	$5,512.50	3 x Between Buildings
Sod	9,000	SF	$0.49	$4,410.00	By Lots 56-61
Sod	1,750	SF	$0.49	$857.50	By Lots 45-50
Soil Prep	56,354	SF	$0.50	$28,177.00	
Irrigation for Sod	56,354	SF	$0.95	$53,536.30	
Seeding	17,990	SF	$0.15	$2,698.50	119th Streetscape and Park
Soil Prep	17,990	SF	$0.35	$6,296.50	
5' Walk	8,300	SF	$4.25	$35,275.00	Central Park
5' Walk	1,140	SF	$4.25	$4,845.00	3 x Between Buildings
5' Walk	1,500	SF	$4.25	$6,375.00	By Lots 50-56
Stamped Concrete	1,413	SF	$6.50	$9,184.50	Central Park
Shade Trees	38	EA	$400.00	$15,200.00	
Ornamental Trees	5	EA	$200.00	$1,000.00	
Evergreen Trees	2	EA	$150.00	$300.00	
Rock Mulch	600	SF	$1.15	$690.00	
Shrubs	20	EA	$25.00	$500.00	
Benches	2	EA	$1,290.00	$2,580.00	
Bike Rack	1	EA	$518.00	$518.00	
Dog Waste Station	1	EA	$288.00	$288.00	
Identification Sign	1	EA	$250.00	$250.00	
Shelter w/2 Picnic Tables	1	EA	$18,377.00	$18,377.00	
Trash Receptacle	2	EA	$742.00	$1,484.00	
Display Garden	1	EA	$1,000.00	$1,000.00	
Bocce Ball	1	EA	$2,500.00	$2,500.00	
Horseshoe Pits	1	EA	$2,500.00	$2,500.00	
Community Garden Plots	21	EA	$200.00	$4,200.00	
BBQ Grill	1	EA	$339.00	$339.00	
Additional Benches	2	EA	$1,290.00	$2,580.00	
Pergola	1	EA	$5,000.00	$5,000.00	
			Landscaping Subtotal	**$233,307.26**	
			Total Phase 3 Costs	**$635,898.08**	

2

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

No. Lots/Units = 27

Phase 4

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	3,820	CY	$2.00	$7,640.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$17,640.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	1,726	LF	$15.00	$25,890.00	
Walk Subgrade Prep.	959	SY	$3.00	$2,877.00	
Verticle Curb & Gutter	1,659	LF	$11.00	$18,249.00	
Mountable Curb & Gutter	85	LF	$12.00	$1,020.00	
Curb Subgrade Prep.	485	SY	$3.00	$1,455.00	
Curb Underdrain	1,744	LF	$10.00	$17,440.00	
Asphalt Paving	25,464	SYI	$4.70	$119,680.80	Assumed 8"
Asphalt Subgrade Prep.	3,183	SY	$3.00	$9,549.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	2	EA	$3,000.00	$6,000.00	
			Streets Subtotal	$204,660.80	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	808	LF	$34.00	$27,472.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	27	EA	$300.00	$8,100.00	
4' Sanitary Sewer Manhole	4	EA	$1,860.00	$7,440.00	
			Sanitary Sewer Subtotal	$44,012.00	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" W/L Main	878	LF	$30.00	$26,340.00	
8"x6" Tee w/TB	1	EA	$560.00	$560.00	
8" Gate Valve	1	EA	$1,700.00	$1,700.00	
8" Connec to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	1	EA	$5,514.00	$5,514.00	
Water Service Connection	27	EA	$300.00	$9,100.00	
8" Bend	6	EA	$360.00	$2,160.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	$48,874.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	172	LF	$46.00	$7,912.00	
4' Storm Sewer Manhole	2	EA	$1,860.00	$3,720.00	
Type C Inlet	1	EA	$3,000.00	$3,000.00	
			Storm Sewer Subtotal	$14,632.00	

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

Landscaping	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	7,150	SF	$0.49	$3,503.50	Austin Ave. Streetscape
Sod	5,725	SF	$0.49	$2,805.25	Brennan Circle
Soil Prep	12,875	SF	$0.50	$6,437.50	
Irrigation for Sod	12,875	SF	$0.95	$12,231.25	
Seeding	32,750	SF	$0.15	$4,912.50	Austin Ave. Streetscape
Seeding	3,300	SF	$0.15	$495.00	Tract between 15 & 16
Soil Prep	36,050	SF	$0.35	$12,617.50	
Shade Trees	17	EA	$400.00	$6,800.00	
Ornamental Trees	2	EA	$200.00	$400.00	
5' Trail	3,225	LF	$4.25	$13,706.25	
			Landscaping Subtotal	$63,908.75	
			Total Phase 4 Costs	$391,727.55	

2

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

None

Reimbursements due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, one-hundred twelve-thousand seven-hundred thirty-seven & No/100 Dollars ($112,737.00) as reimbursement for the Erie Parkway and 119th Street Intersection Improvements.

2. Erie shall collect from Owner, prior to recordation of this Agreement, twenty-three thousand three-hundred thirty-eight & 90/100 Dollars ($23,338.90) as reimbursement for 130 units ($179.53 per unit) within the Erie Highlands Filing No. 2 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

3. Erie shall collect from Owner, prior to recordation of this Agreement, fifty-three thousand three hundred & No/100 Dollars ($53,300.00) as reimbursement for 130 units ($410.00 per unit) within the Development connecting to the NWRF Interceptor line that the Town constructed.

Reimbursements due Others:

None

Fee In Lieu due Erie:

~~1. Erie shall collect from Owner, prior to recordation of this Agreement, two-hundred fifty-six thousand five hundred sixteen & 35/100 Dollars ($256,516.35) as fee in lieu land dedication for 1.83 acres of Community Park.~~

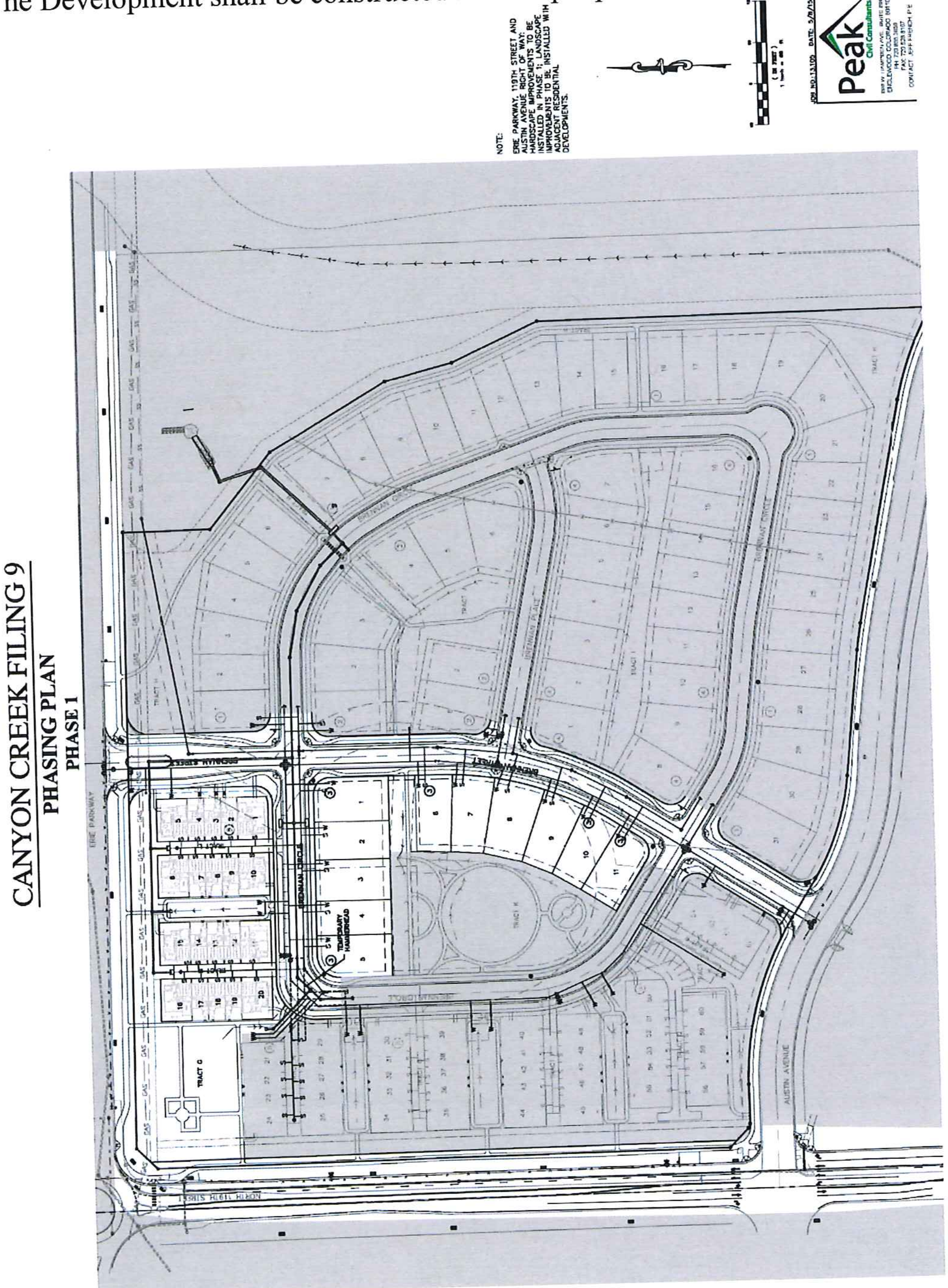
~~2. Erie shall collect from Owner, prior to recordation of this Agreement, one-hundred fifty-four thousand one-hundred ninety & 16/100 Dollars ($154,190.16) as fee in lieu land dedication for 1.10 acres of Neighborhood Park.~~

None

EXHIBIT D

PHASING PLAN

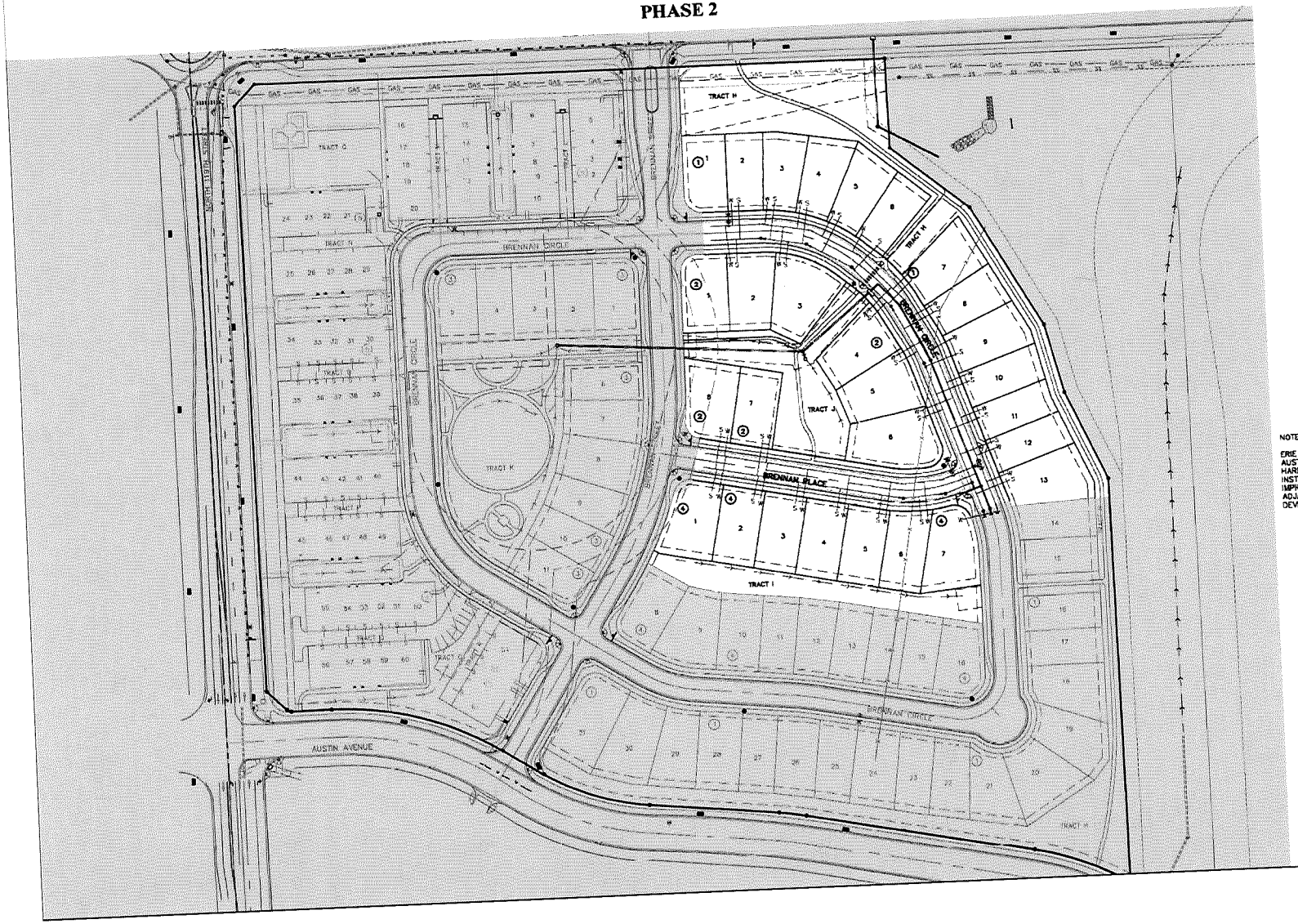
The Development shall be constructed in multiple phases as set forth below.



CANYON CREEK FILING 9

PHASING PLAN

PHASE 2



NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY: HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 60 ft.

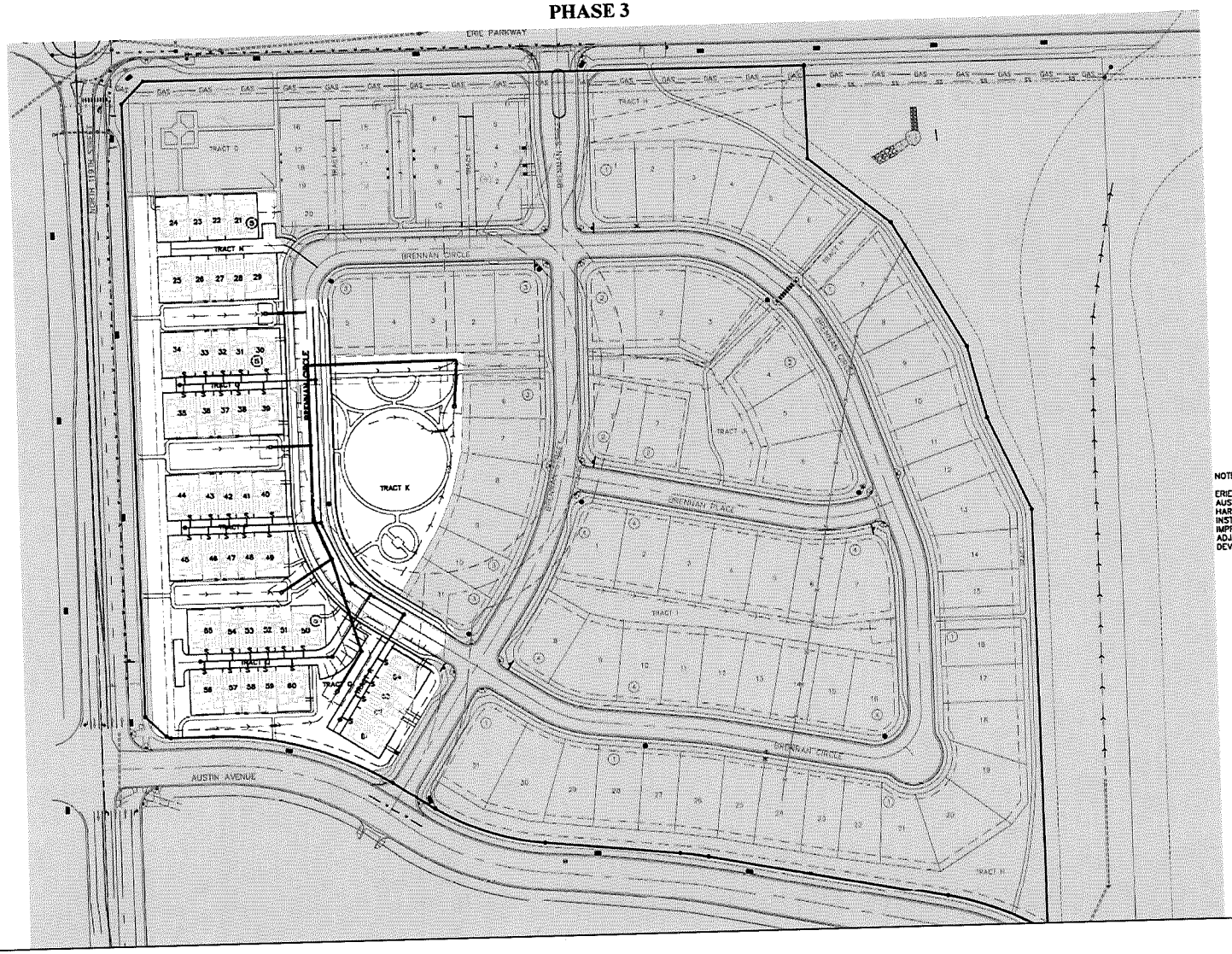
JOB NO.: 13.105 DATE: 5/8/15

Peak
Civil Consultants
ENGLEWOOD COLORADO 80110
PH 720 805 3059
FAX 720 828 8167
CONTACT JEFF FRENCH, P.E.

CANYON CREEK FILING 9

PHASING PLAN

PHASE 3



NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY: HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 60 ft

JOB NO.: 13.105 DATE: 5/8/15

Peak
Civil Consultants
[illegible]
EMBLEWOOD, COLORADO 80110
PH 720.855.3659
FAX 720.528.8167
CONTACT: JEFF FRENCH P.E.

CANYON CREEK FILING 9

PHASING PLAN

PHASE 4

NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY; HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 60 ft.

JOB NO.:13.105 DATE: 5/8/15

Peak
Civil Consultants

EXHIBIT E

VERTICAL CURB LOCATION MAP

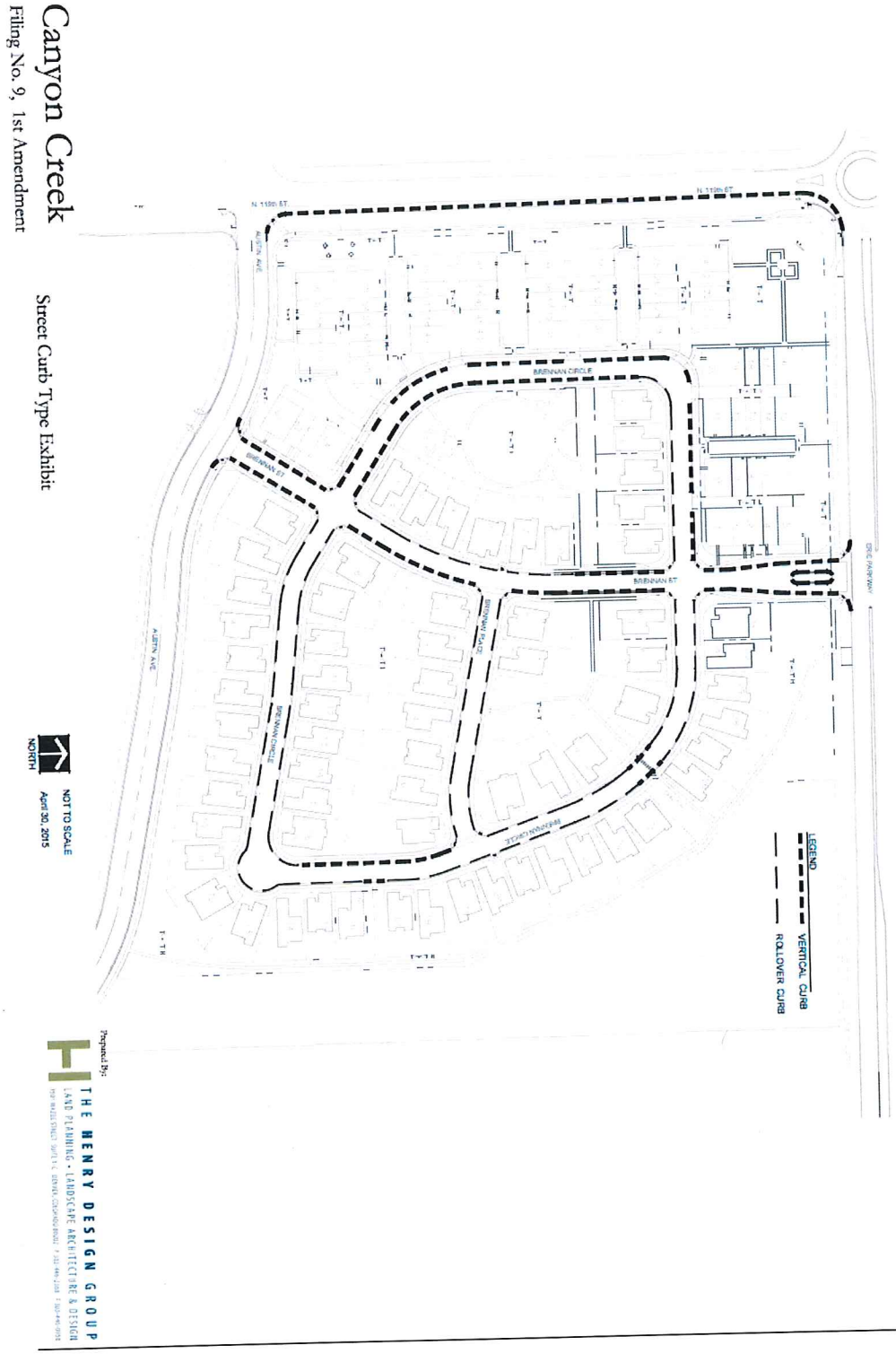


EXHIBIT F

LANDSCAPE MAINTENANCE MAP

EXHIBIT G

AIRPORT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Canyon Creek Filing No. 9, 1st Amendment, Town of Erie, County of Boulder, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

ATTACHMENT C

CANYON CREEK FILING NO. 9, 1ST AMENDMENT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, P.O. Box 750, Erie, Colorado, 80516, hereinafter referred to as "Erie" or "Town," and **BOULDER CREEK BRENNAN LLC, a Colorado limited liability company**, 712 Main Street, Louisville, Colorado, 80027, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for the Canyon Creek Filing No. 9, 1st Amendment ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, the Town previously approved the Canyon Creek Subdivision Filing 9 Development Agreement ("Previous Agreement") recorded in the real property records of the Boulder County Clerk and Recorder at Reception No. 2202406. In the event of any conflict, inconsistency or incongruity between the provisions of this Agreement and any of the provisions of the Previous Agreement, the provisions of this Agreement shall in all respects govern and control; and

WHEREAS, the Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically

provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements" and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie's "Standards and Specifications for Design and Construction of Public Improvements." In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for

landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's "Standards and Specifications for Design and Construction of Public Improvements."

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."

4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, Xcel Energy to install all required street lighting pursuant to Xcel Energy plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.

4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."

5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Brennan Lifestyle Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes,

underdrains, swales, drain pans, and inlet grates.

6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall install landscaping in accordance with the approved Site Plan.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code ("Code").

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns "Standards and Specifications for Design and Construction of Public Improvements" and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services,

individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the Brennan Lifestyle Association ("HOA"), maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the

date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**
For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

   a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."

   b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."

   c) Upon Construction Acceptance of Common Facilities: 0%.

   d) After Final Acceptance of Public Improvements: 0%.

3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement

Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all

reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Owner shall be responsible for making improvements to Erie Parkway and North 119th Street as outlined in the Canyon Creek Filing No. 9, 1st Amendment Construction Documents ("Construction Drawings") and as described in "Exhibit B." This will fulfill the requirements of Section VII.A.3 of the Previous Agreement.

2. Owner shall reimburse the Town $112,737 for intersection improvements at 119th Street and Erie Parkway. This will fulfill the requirements of Section VII.A.1 of the Previous Agreement. The reimbursement is outlined in "Exhibit C."

3. Tracts L through R are private alleys which shall be owned and maintained by the HOA.

4. Vertical curb shall be constructed on the streets indicated on "Exhibit E," all other streets shall be constructed with roll over curb.

B. Park and Open Space Dedication Requirements

Community Park, Neighborhood Park and Open Space dedications for the Development have been previously satisfied.

C. Installation of Open Space, Parks, Landscaping and Trails

1. Tract K – Pocket Park
   Owner shall be responsible for the construction of the Pocket Park on Tract K in compliance with the approved Construction Drawings.

2. Owner shall be responsible for installation of landscaping, trail and sidewalk improvements on Tracts G through K, and within the Erie Parkway and North 119th Street right-of-ways.

3. Owner shall be responsible for the installation of landscaping within the Brennan Street medians.

D. Maintenance of Parks, Trails, Open Space and Landscaping

1. Tracts G through K shall be maintained by the HOA.

2. Erie Parkway, North 119th Street and Austin Avenue right-of-way landscaping within and adjacent to the Development shall be maintained by the HOA.

3. Brennan Street median landscaping shall be maintained by the HOA.

E. Improvements to Private Tracts

Owner shall provide cash or letter of credit for all landscaping and hardscape improvements, including alleys, to be located on all tracts within the Development in accordance with the approved Site Plan. Upon Town acceptance of the installation of the improvements, the cash or letter of credit shall be released.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with the Code. The finished side of a fence shall face the open space and/or right-of-way.

H. Non-Potable Water

Owner shall continue to work with the Town in determining the feasibility of providing non-potable water for irrigation uses from Thomas Reservoir.

I. Water

Owner shall pay raw water fees for all permanently irrigated Tracts and right-of ways prior to the installation of landscaping within said Tracts and right-of-ways. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water fees. The establishment period is generally two years.

J. Sanitary Sewer

1. <u>18-inch and 30-inch Interceptor</u>
   The Town is due cost recovery at a rate of $179.53 for each Single Family Equivalent ("SFE"). The reimbursement is outlined in "<u>Exhibit C.</u>"

2. <u>NWRF Interceptor</u>

The Town is due cost recovery at a rate of $410.00 for each SFE. The reimbursement is outlined in "Exhibit C."

K. Wildlife

If construction of the Development is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

L. Disclosure Statements

1. An Airport Disclosure statement indicating the existence of an Avigation Easement ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Canyon Creek Filing No. 9, 1st Amendment constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Boulder

County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, (i) Owner may sell may sell completed homes and townhomes without Erie's consent, and (ii) Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, Colorado 80516-0750

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Owner:

Boulder Creek Brennan, LLC
Attn: Steve Erickson
712 Main Street
Louisville, Colorado 80027

Rebecca Dow
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Boulder Creek Brennan LLC, is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all

terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF ERIE
a Colorado municipal corporation

_____
Tina Harris, Mayor

ATTEST:

_____
Nancy J. Parker, Town Clerk

OWNER:
BOULDER CREEK BRENNAN, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by _____ as _____ of Boulder Creek Brennan, LLC.

Witness my hand and official seal.
My Commission expires _____.

_____
Notary Public

EXHIBITS LIST

EXHIBIT A – CANYON CREEK FILING NO. 9, 1ST AMENDMENT FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – AIRPORT DISCLOSURE

CANYON CREEK FILING NO. 9, 1ST AMENDMENT FINAL PLAT

EXHIBIT A

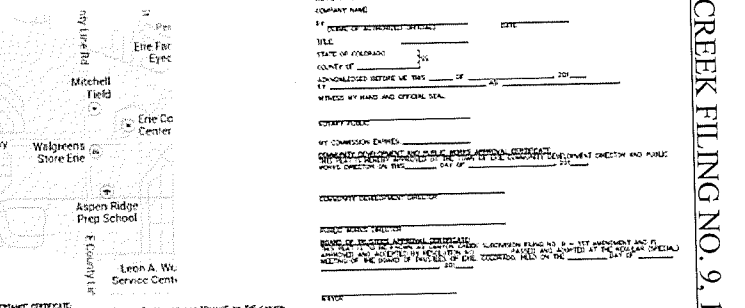
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014



VICINITY MAP
1" = 1000'

LAND SUMMARY CHART		
TYPE	AREA (ACRES)	% OF TOTAL AREA
RESIDENTIAL LOTS - SINGLE FAMILY DETACHED	10.19	38.0%
RESIDENTIAL LOTS - SINGLE FAMILY ATTACHED	2.93	11.0%
TRACTS	7.79	29.3%
PUBLIC ROW	3.94	7.3%
ROW FOR N. 119TH STREET	0.20	0.7%

TRACT SUMMARY CHART				
TRACT	AREA (AC)	USE	OWNERSHIP	MAINTENANCE
G	2.93	OPEN SPACE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT	HOA	HOA
H	2.08	OPEN SPACE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT	HOA	HOA
I	0.37	OPEN SPACE, PUBLIC ACCESS, DRAINAGE, & UTILITY EASEMENT	HOA	HOA
J	0.94	OPEN SPACE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT	HOA	HOA
K	1.16	OPEN SPACE, PUBLIC ACCESS, DRAINAGE & UTILITY EASEMENT	HOA	HOA
L	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
M	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
N	0.08	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
O	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
P	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
Q	0.17	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
R	0.07	ALLEY, PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA

COVER SHEET

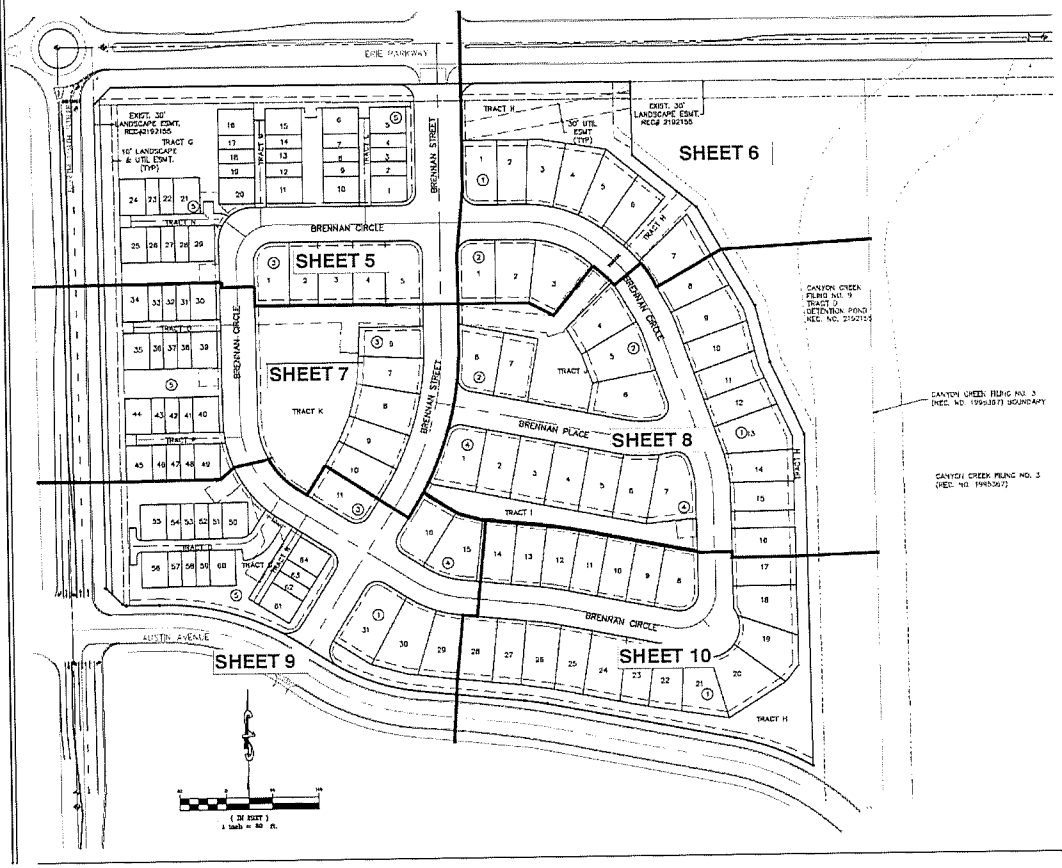
DATE: 10/20/2015
JOB NO: 15-116
DRAWN BY: MT
SHEET 1 OF 13

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
312 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID GREER
(303) 546-1652

Peak Civil Consultants
2946 WARNOCK AVE, SUITE 200
SWAGEWOOD COLORADO 80113
PH 720.135.3015
FAX 720.983.0983
CONTACT: JEFF WENCH

CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS
PROJECT NO. FP-000041-2014



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.98'	N00°38'16"W
L2	12.00'	S89°21'44"W
L3	14.02'	N00°38'16"W
L4	12.00'	N89°21'44"E
L5	9.83'	S79°03'03"W
L6	8.98'	N89°50'03"W
L7	15.88'	S00°09'57"W
L8	20.00'	N89°50'03"W
L9	15.63'	N00°09'57"E
L10	6.41'	N89°50'03"W
L11	20.83'	N45°05'28"W
L12	18.49'	N00°00'00"E
L13	32.00'	N89°14'29"W
L14	31.39'	S00°00'06"E
L15	47.00'	S45°09'28"E
L16	54.79'	S89°19'16"W
L17	35.14'	N89°13'19"E
L18	40.11'	N89°20'02"E
L19	40.00'	S89°20'02"W
L20	30.87'	S48°10'07"W
L21	32.76'	S88°50'32"W
L22	30.16'	N89°35'47"E
L23	28.43'	N48°10'07"E
L24	38.35'	S16°31'23"E
L25	50.42'	N16°31'23"W
L26	60.04'	S32°26'53"W
L27	78.70'	N32°26'53"E
L28	2.65'	S17°05'28"E
L29	30.00'	S72°54'32"W
L30	7.44'	N17°05'28"W
L31	7.05'	N19°02'40"W
L32	9.72'	N32°26'53"E
L33	20.00'	N57°33'07"W
L34	21.22'	N32°26'53"E
L35	20.00'	S07°32'31"E

LINE TABLE		
LINE	LENGTH	BEARING
L36	32.00'	N84°12'10"E
L37	20.00'	N89°54'15"W
L38	20.00'	N89°54'15"W
L39	20.00'	N00°38'37"W
L40	38.00'	S84°37'50"E
L41	38.60'	S84°37'50"W
L42	20.00'	N89°54'15"W
L43	20.00'	N00°38'37"W
L44	20.00'	N00°38'37"W
L45	20.00'	S89°54'15"E
L46	20.00'	S00°38'16"E
L47	18.00'	S89°21'44"W
L48	20.00'	N00°38'16"W
L49	3.00'	S00°22'31"E
L50	3.00'	N89°21'44"E

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	8.36'	15.00'	31°10'28"	N74°07'27"W	8.25'
C2	21.76'	39.04'	33°38'49"	N73°18'31"W	21.45'
C3	37.51'	24.00'	89°30'38"	N45°18'35"E	33.81'
C4	37.49'	24.00'	89°30'24"	S45°09'08"E	33.79'
C5	37.73'	24.00'	89°58'42"	S45°32'52"W	33.97'
C6	37.93'	24.00'	90°29'12"	N44°39'50"W	34.09'
C7	35.26'	24.00'	84°24'23"	S30°31'56"E	32.24'
C8	35.36'	24.00'	84°24'21"	S59°03'40"W	32.24'
C9	34.93'	24.00'	83°33'18"	N61°02'28"W	31.93'
C10	42.54'	24.00'	101°33'16"	N31°26'58"E	37.19'
C11	29.80'	30.00'	56°54'31"	N60°54'18"E	28.59'
C12	37.70'	24.00'	90°00'00"	N27°24'53"E	33.94'
C13	37.70'	24.00'	90°00'00"	S12°35'07"E	33.94'
C14	37.70'	24.00'	90°00'00"	S77°24'53"W	33.94'
C15	37.70'	24.00'	90°00'00"	N12°35'07"W	33.94'
C16	4.40'	3.00'	84°04'34"	S79°22'11"E	4.02'
C17	6.03'	50.00'	6°54'40"	N85°54'23"E	6.03'
C18	12.57'	8.00'	89°58'53"	S45°38'18"E	11.31'
C19	12.57'	8.00'	90°00'34"	S44°21'48"W	11.31'
C20	21.89'	38.00'	32°45'42"	S44°42'54"W	21.59'
C21	61.09'	70.00'	50°00'00"	N57°24'05"E	59.17'
C22	18.81'	25.00'	38°31'22"	N71°22'35"W	18.49'
C23	39.73'	48.00'	56°54'31"	N60°54'18"E	38.12'

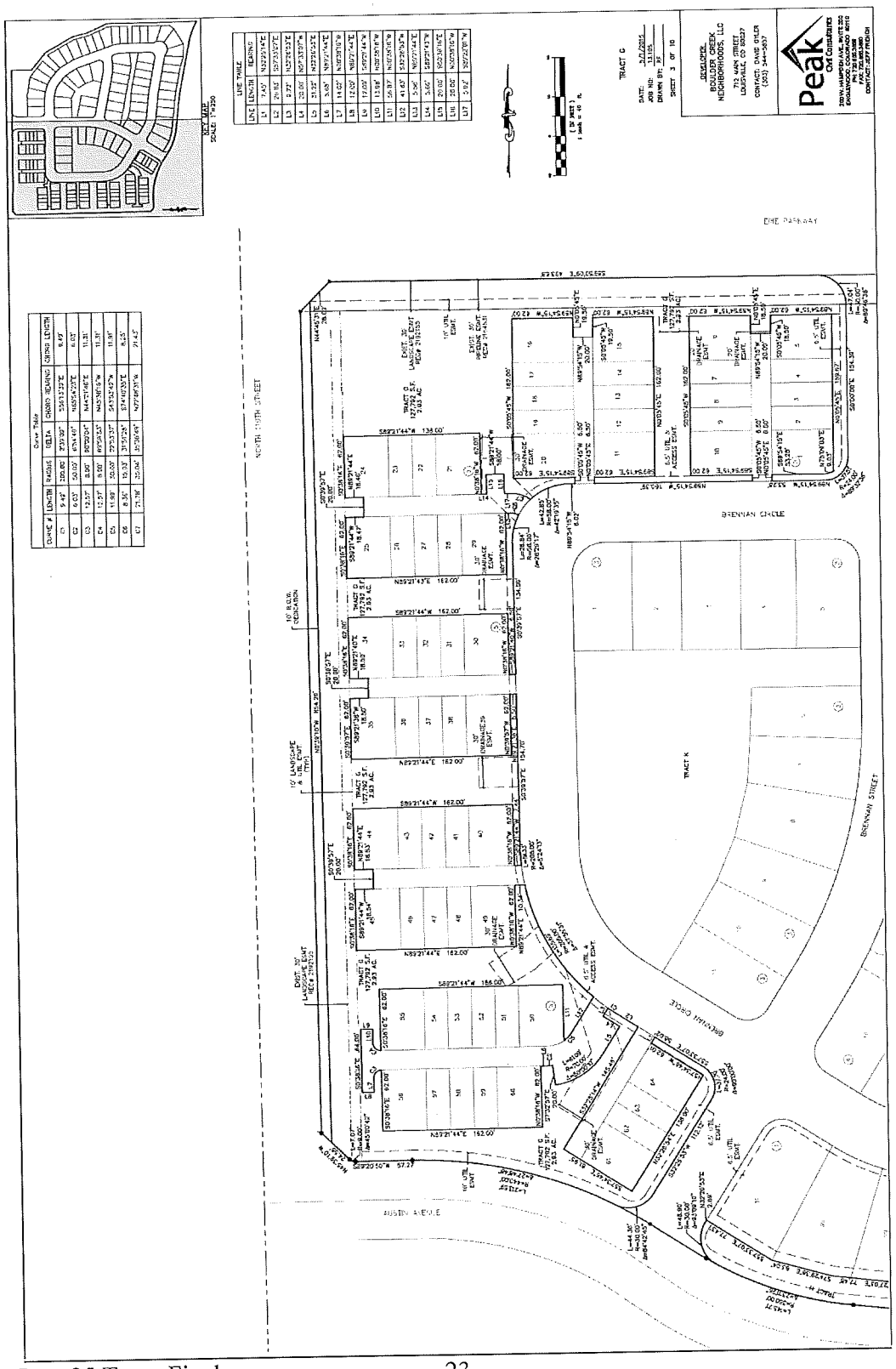
LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING SECTION LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- EXISTING SECTION CORNER
- FOUND MONUMENT
- SET 1/2" X 24" REBAR W/ 5/8" PLASTIC CAP, L.S. #38231

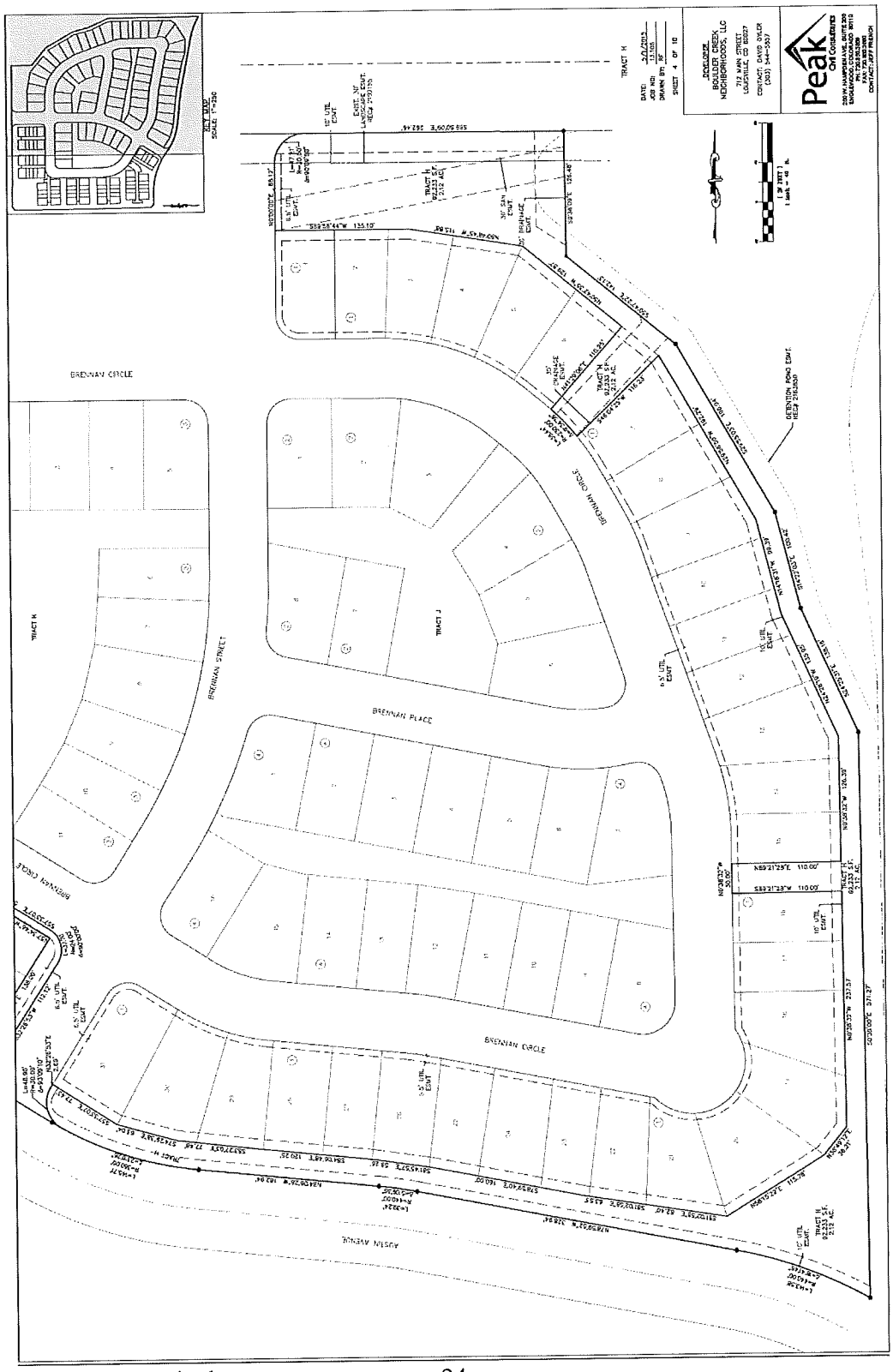
OVERALL PLAN & TYPICAL SECTIONS
DATE: 5/1/2015
JOB NO: 13.109
DRAWN BY: RF
SHEET 2 OF 10

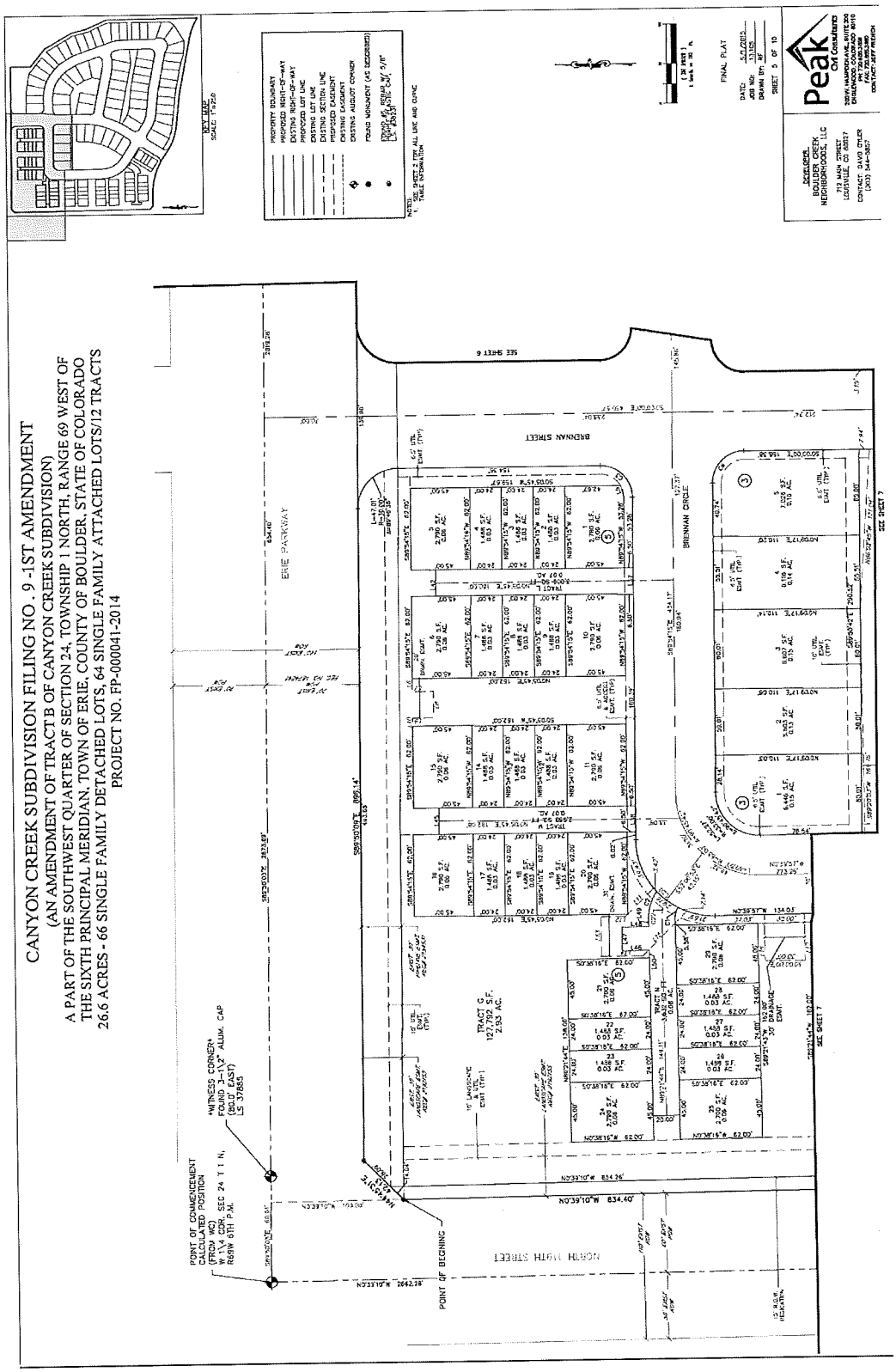
DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID GIYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.890.2380
FAX: 720.890.2480
CONTACT: JEFF FRENCH



BOULDER CREEK NEIGHBORHOODS, LLC
Peak
NORTH 119TH STREET
BRENNAN CIRCLE
BRENNAN STREET
AUSTIN AVENUE
TRACT K


BRENNAN CIRCLE
BRENNAN STREET
BRENNAN PLACE
BRENNAN CIRCLE
TRACT H
TRACT J
TRACT H
AUSTIN AVENUE
Peak
Civil Consultants


CANYON CREEK SUBDIVISION FILING NO. 9 -1ST AMENDMENT
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS
PROJECT NO. FP-000041-2014
ERIE PARKWAY
BRENNAN STREET
BRENNAN CIRCLE
NORTH 119TH STREET
POINT OF BEGINNING
POINT OF COMMENCEMENT CALCULATED POSITION (FROM WC) W 1/4 COR. SEC 24 T 1 N, R69W 6TH P.M.
WITNESS CORNER FOUND 3-1/2" ALUM. CAP (80.0' EAST) LS 37885
TRACT G 127,792 S.F. 2.93 AC.
SEE SHEET 6
SEE SHEET 7
FINAL PLAT
Peak Civil Consultants
BOULDER CREEK NEIGHBORHOODS, LLC

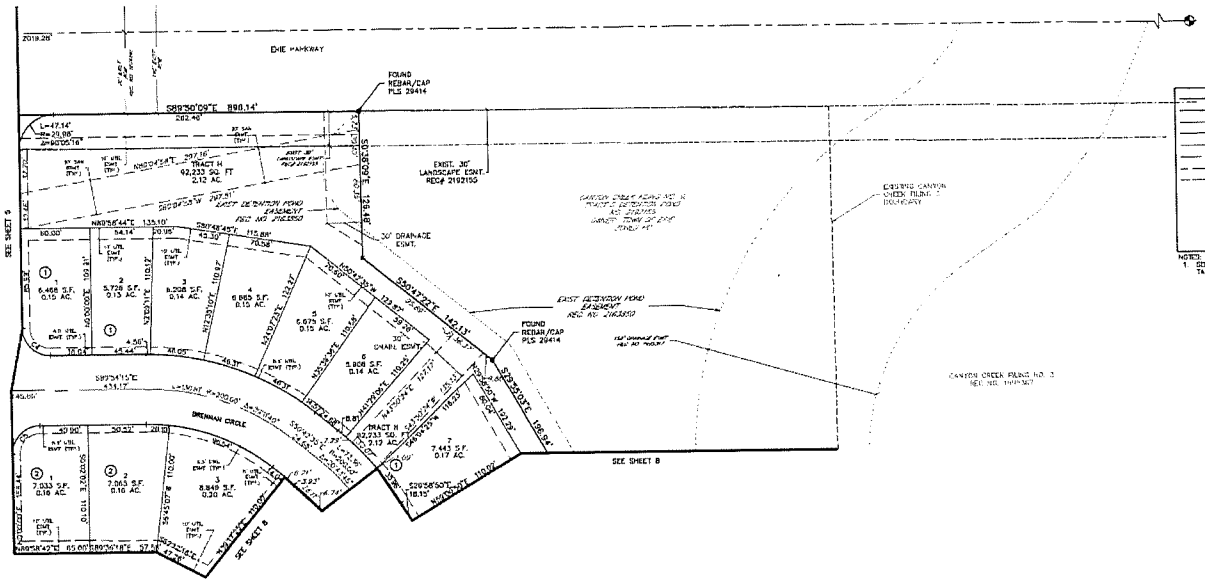
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

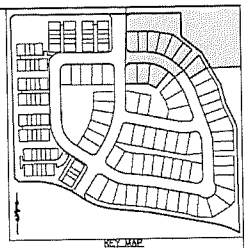
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUXIUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" PLASTIC CAP, L.S. #29431

NOTES:
1 SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 40 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13105
DRAWN BY: RF

SHEET 6 OF 10

DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 300
ENGLEWOOD, COLORADO 80110
PH: 720.930.3800
FAX: 720.930.3880
CONTACT: JEFF FRENCH

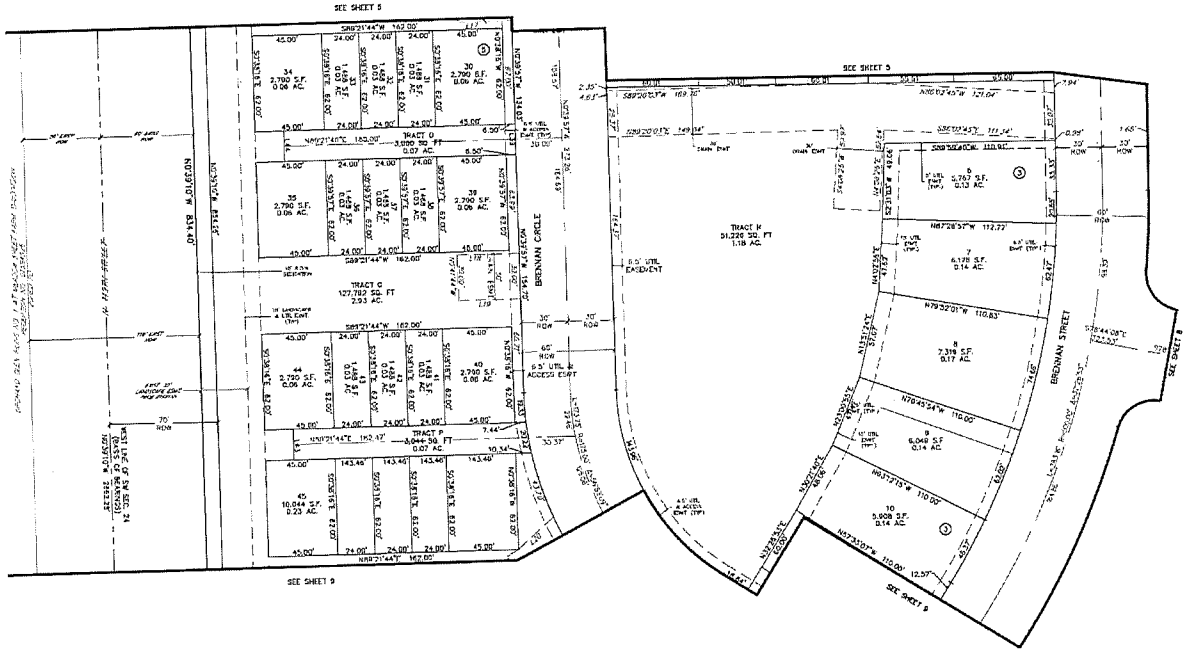
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

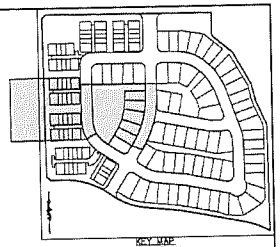
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUGUST CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" POWER PLASTIC CAP, L.S. #30231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 30 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13105
DRAWN BY: RF

SHEET 7 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.825.3050
FAX: 720.825.3060
CONTACT: JEFF FRENCH

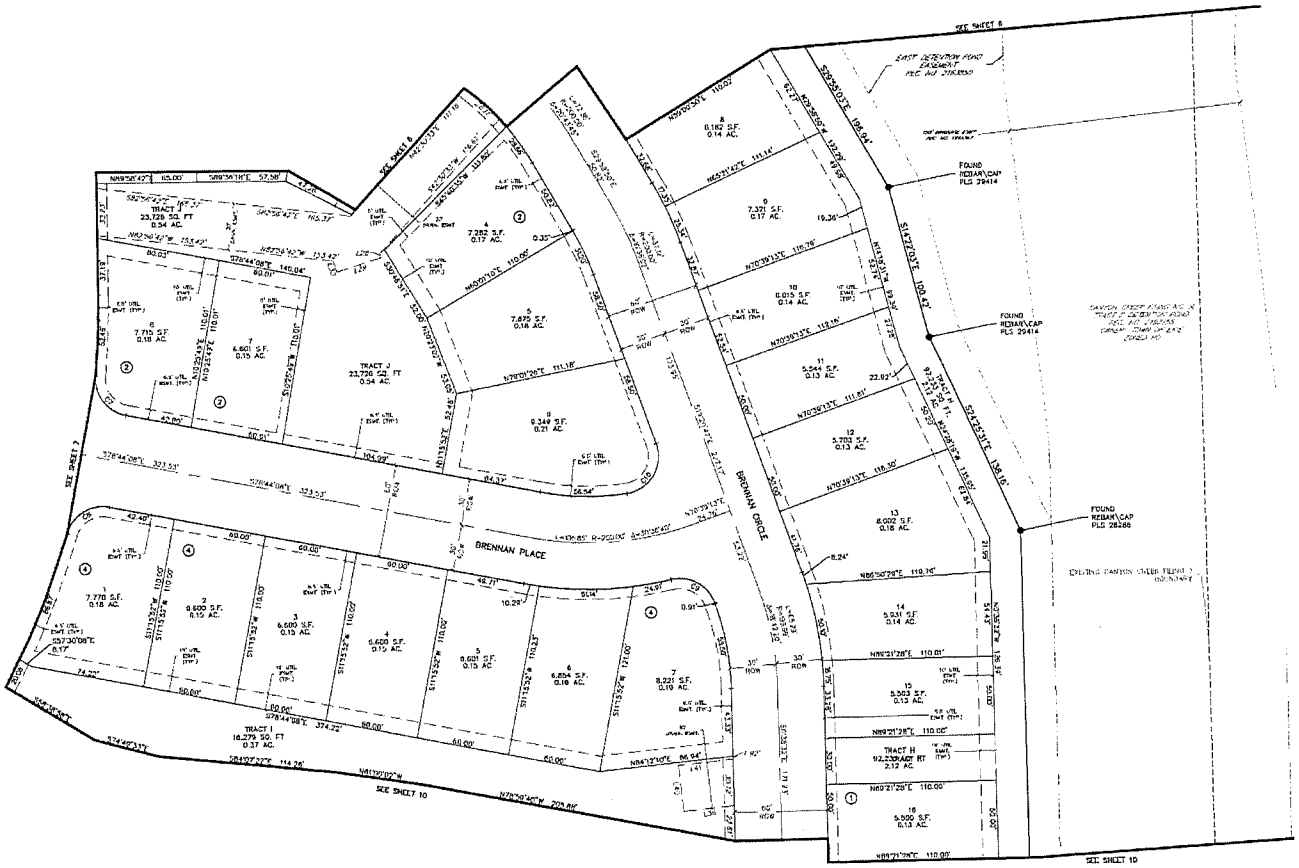
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

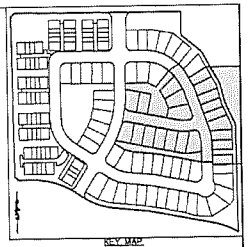
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING AUGUST CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" DIAMETER PLASTIC CAP, ES. #38231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION

(IN FEET)
1 inch = 50 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13-105
DRAWN BY: RF

SHEET 8 OF 10

DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID GYLER
(303) 544-5857

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.883.9108
FAX: 720.883.9180
CONTACT: JEFF FRENCH

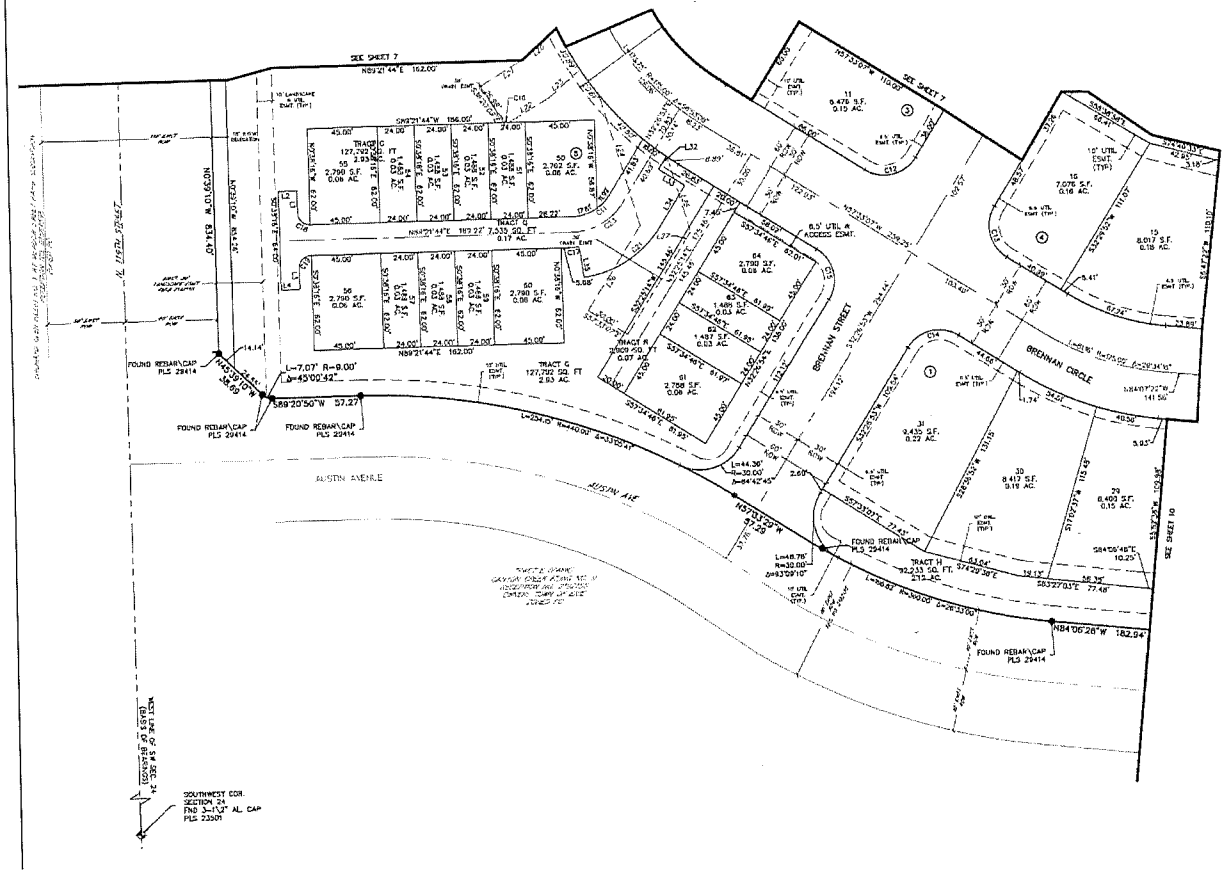
CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

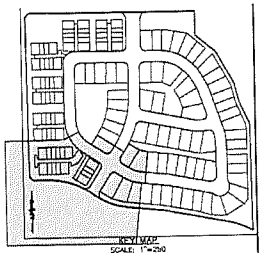
(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)

A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS

PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING ALIQUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #30231

NOTES
1. SEE SHEET 3 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 30 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13-105
DRAWN BY: RF

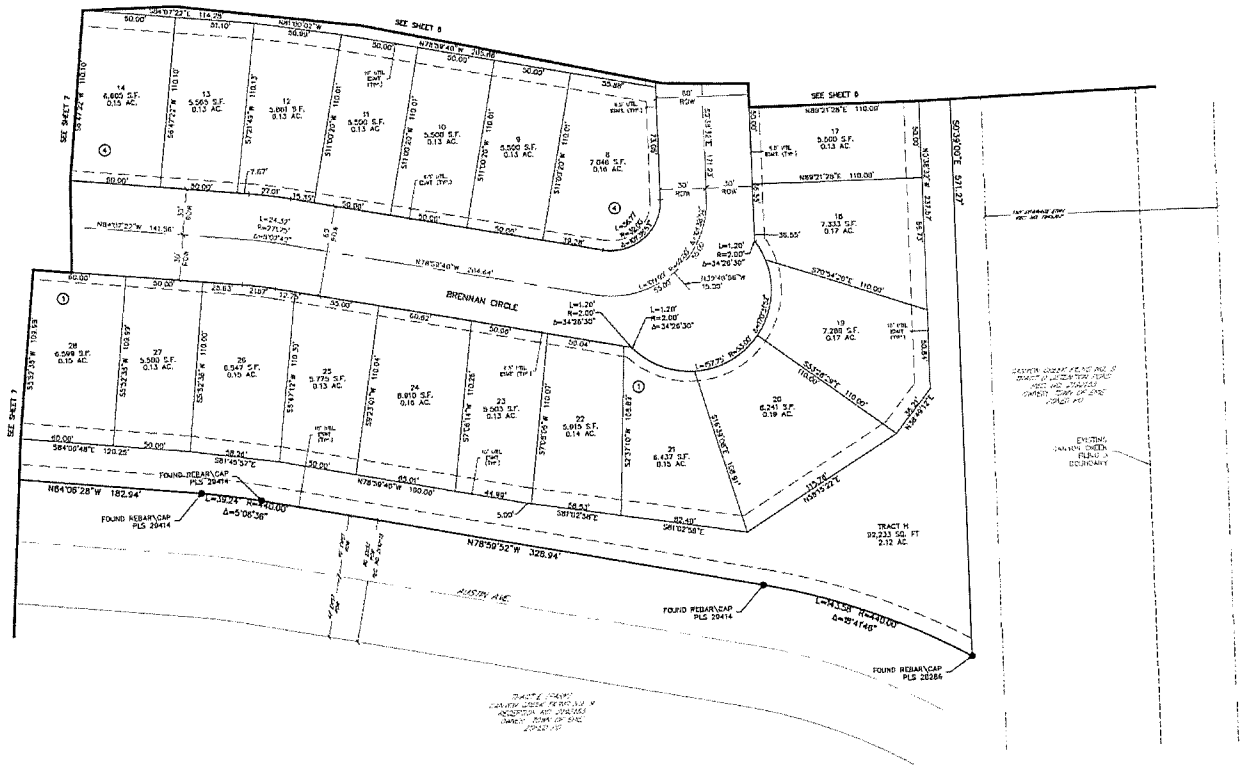
SHEET 9 OF 10

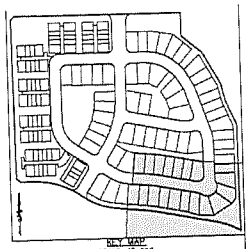
DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 644-5837

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.805.3909
FAX: 720.805.3980
CONTACT: JEFF FRENCH

CANYON CREEK SUBDIVISION FILING NO . 9 -1ST AMENDMENT

(AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION)
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/12 TRACTS
PROJECT NO. FP-000041-2014





PROPERTY BOUNDARY
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED LOT LINE
EXISTING LOT LINE
EXISTING SECTION LINE
PROPOSED EASEMENT
EXISTING EASEMENT
EXISTING ALIQUOT CORNER
FOUND MONUMENT (AS DESCRIBED)
FOUND #5 REBAR W/ 5/8" PURPLE PLASTIC CAP, L.S. #28231

NOTES:
1. SEE SHEET 2 FOR ALL LINE AND CURVE TABLE INFORMATION.

(IN FEET)
1 inch = 50 ft.

FINAL PLAT

DATE: 5/1/2015
JOB NO: 13.105
DRAWN BY: RF
SHEET 10 OF 10

DEVELOPER
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: DAVID OYLER
(303) 544-5657

Peak Civil Consultants
200 W. HAMPDEN AVE., SUITE 200
ENGLEWOOD, COLORADO 80110
PH: 720.858.3859
FAX: 720.852.3860
CONTACT: JEFF FRENCH

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B
PUBLIC IMPROVEMENT SCHEDULE

Project: Canyon Creek Subdivision Filing No. 9, 1st Amendment
Prepared For: Boulder Creek Neighborhoods
Prepared By: Peak Civil Consultants, Inc.
Date: May 2015

Description	Phase 1	Phase 2	Phase 3	Phase 4	Total	Comments
No Lots/Units	31	28	44	27	130	
Townhomes:	*20*	*0*	*44*	*0*	64	
Single Family:	*11*	*28*	*0*	*27*	66	
Area (Acres)	*6.36*	*6.09*	*7.89*	*6.28*	26.61	Onsite areas
Grading	$21,376	$14,358	$12,298	$17,640	$65,670	
Streets	$737,013	$244,329	$123,995	$204,661	$1,309,997	
Sanitary Sewer	$91,690	$68,166	$96,112	$44,012	$299,980	
Water	$150,773	$81,037	$0	$46,874	$278,684	
Storm Sewer	$298,304	$82,358	$70,286	$14,632	$465,580	
Landscaping	$152,070	$128,556	$233,307	$63,909	$577,843	
Total	**$1,451,226**	**$618,804**	**$535,996**	**$391,728**	**$2,997,754**	
15% of Total	$217,684	$92,821	$80,399	$58,759	**$449,663**	
Required Improvement Guarantee at 115%	**$1,668,910**	**$711,625**	**$616,395**	**$450,487**	**$3,447,417**	
Cost/Lot	$53,836	$25,415	$14,009	$16,685	$26,519	

Notes & Assumptions:
1) Estimate based upon Final Canyon Creek Construction Plans prepared by Peak Civil Consultants, April 2015.
2) Refer to the Phasing Map for street locations and limits of each phase.

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

No. Lots/Units = 31

Phase 1

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	5,688	CY	$2.00	$11,376.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$21,376.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	4,150	LF	$15.00	$62,250.00	
8' Concrete Walk	2,170	LF	$25.00	$54,250.00	Includes all frontage streets
Walk Subgrade Prep.	4,235	SY	$3.00	$12,705.00	
Vertical Curb & Gutter	3,894	LF	$11.00	$42,834.00	
Mountable Curb & Gutter	1,550	LF	$12.00	$18,600.00	
Curb Subgrade Prep.	1,512	SY	$3.00	$4,536.00	
Curb Underdrain	5,444	LF	$10.00	$54,440.00	
Asphalt Paving	75,840	SYI	$4.70	$356,448.00	Assumed 8"; Includes 115th
Asphalt Subgrade Prep.	9,480	SY	$3.00	$28,440.00	
Corner Handicap Ramp	20	EA	$1,100.00	$22,000.00	
Midblock Handicap Ramp	1	EA	$750.00	$750.00	
Concrete Crosspan	1,476	SF	$10.00	$14,760.00	
Signage & Striping	1	LS	$5,000.00	$5,000.00	
Street Lights	20	EA	$3,000.00	$50,000.00	
			Streets Subtotal	$737,013.00	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,770	LF	$34.00	$60,180.00	
8" Sanitary Plug	5	EA	$250.00	$1,250.00	
Connect to Existing	1	EA	$500.00	$500.00	
Sanitary Service Connection	31	EA	$300.00	$9,300.00	
4' Sanitary Sewer Manhole	11	EA	$1,860.00	$20,460.00	
			Sanitary Sewer Subtotal	$91,690.00	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" W/L Main	2,191	LF	$30.00	$65,730.00	Includes loop through Phase 3
8"x8" Tee W/TB	7	EA	$560.00	$3,920.00	
8"x6" Tee W/TB	3	EA	$795.00	$2,385.00	
8"x8" Cross	2	EA	$850.00	$1,700.00	
8" Gate Valve	15	EA	$1,700.00	$25,500.00	
8" Connec to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	7	EA	$5,514.00	$38,598.00	
Water Service Connection	24	EA	$300.00	$7,200.00	Includes Phase 3
8" Bend	9	EA	$360.00	$3,240.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	$163,773.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	2,585	LF	$46.00	$118,910.00	Includes 115th and Erie storm improvements
24" RCP Storm	335	LF	$66.00	$22,110.00	
36" RCP Storm	583	LF	$108.00	$62,964.00	
36" FES	1	EA	$1,200.00	$1,200.00	
4' Storm Sewer Manhole	20	EA	$1,860.00	$37,200.00	
5' Storm Sewer Manhole	3	EA	$2,290.00	$6,870.00	
Type C Inlet	4	EA	$3,000.00	$12,000.00	
5' Type R Inlet	5	EA	$3,710.00	$18,550.00	
10' Type R Inlet	2	EA	$5,750.00	$11,500.00	
15' Type R Inlet	1	EA	$7,000.00	$7,000.00	
			Storm Sewer Subtotal	$288,304.00	

1

Project: Canyon Creek Filng No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GS
Job Number: 13.105

Peak Civil Consultants

Landscaping	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	17,265	SF	$0.49	$8,459.85	Erie Pkwy. And Park at corner
Sod	900	SF	$0.49	$441.00	Median
Sod	14,640	SF	$0.49	$7,173.60	Brennan Drive Streetscape
Sod	3,625	SF	$0.49	$1,776.25	Between Buildings
Sod	36,430	SF	$0.50	$18,215.00	
Soil Prep	36,430	SF	$0.95	$34,608.50	
Irrigation for Sod	41,644	SF	$0.15	$6,246.60	Erie Pkwy. And Park at corner
Seeding	4,400	SF	$0.15	$660.00	Between 1 & 6 Block 3
Seeding	46,044	SF	$0.35	$16,115.40	
Soil Prep for Seeding	2,906	SF	$1.15	$3,341.90	Park and Tracts L&M
Rock Mulch	100	EA	$25.00	$2,500.00	for rock mulch areas
Shrubs	51	EA	$400.00	$20,400.00	
Shade Trees	25	EA	$200.00	$5,000.00	
Ornamental Trees	6,364	LF	$4.25	$27,132.00	Park and Between Buildings
5' Trail					
			Landscaping Subtotal	$162,070.10	

Total Phase 1 Costs $1,461,226.10

2

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

No. Lots/Units = 28

Phase 2

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	2,175	CY	$2.00	$4,358.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$14,358.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	2,100	LF	$15.00	$31,500.00	
Walk Subgrade Prep.	1,167	SY	$3.00	$3,501.00	
Verticle Curb & Gutter	13	LF	$11.00	$143.00	
Mountable Curb & Gutter	1,928	LF	$12.00	$23,136.00	
Curb Subgrade Prep.	540	SY	$3.00	$1,620.00	
Curb Underdrain	1,941	LF	$10.00	$19,410.00	
Asphalt Paving	25,048	SYI	$4.70	$135,525.60	Assumed 8"
Asphalt Subgrade Prep.	3,631	SY	$3.00	$10,893.00	
Corner Handicap Ramp	2	EA	$1,100.00	$2,200.00	
Midblock Handicap Ramp	3	EA	$750.00	$2,250.00	
Concrete Crosspan	465	SF	$10.00	$4,650.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	2	EA	$3,000.00	$6,000.00	
			Streets Subtotal	$244,328.60	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,174	LF	$34.00	$39,916.00	
8" Sanitary Plug	1	EA	$250.00	$250.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	28	EA	$300.00	$8,400.00	
4' Sanitary Sewer Manhole	10	EA	$1,660.00	$16,600.00	
			Sanitary Sewer Subtotal	$66,166.00	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" WL Main	1,256	LF	$30.00	$37,680.00	
8"x8" Tee w/TB	3	EA	$560.00	$1,680.00	
8"x8" Tee w/TB	1	EA	$795.00	$795.00	
8" Gate Valve	6	EA	$1,700.00	$10,200.00	
8" Connect to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	3	EA	$5,514.00	$16,542.00	
Water Service Connection	28	EA	$300.00	$8,400.00	
8" Bend	9	EA	$360.00	$3,240.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	$81,037.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	67	LF	$46.00	$3,082.00	
24" RCP Storm	826	LF	$66.00	$54,516.00	
4' Storm Sewer Manhole	5	EA	$1,860.00	$9,300.00	
Type C Inlet	2	EA	$3,000.00	$6,000.00	
5' Type R Inlet	1	EA	$3,710.00	$3,710.00	
10' Type R Inlet	1	EA	$5,750.00	$5,750.00	
			Storm Sewer Subtotal	$82,358.00	

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

Landscaping

	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	11,650	SF	$0.49	$5,709.50	Erie Pkwy. Streetscape
Sod	5,940	SF	$0.49	$2,910.60	Brennan Cir. Streetscape
Sod	6,336	SF	$0.49	$3,104.64	Brennan Pl. Streetscape
Soil Prep	23,926	SF	$0.50	$11,963.00	
Irrigation for Sod	23,926	SF	$0.95	$22,729.70	
Seeding	29,925	SF	$0.15	$4,488.75	Tract H SE corner Brennan St. and Erie Pkwy.
Seeding	4,800	SF	$0.15	$720.00	Tract H between Lots 6 & 7
Seeding	23,726	SF	$0.15	$3,558.90	Tract J
Seeding	16,279	SF	$0.15	$2,441.85	Tract I
Soil Prep	74,730	SF	$0.35	$25,155.50	
Shade Trees	24	EA	$400.00	$9,600.00	
Ornamental Trees	12	EA	$200.00	$2,400.00	
Evergreen Trees	13	EA	$200.00	$2,500.00	
5' Trail	7,100	LF	$4.25	$30,175.00	
			Landscaping Subtotal	$128,558.44	
			Total Phase 2 Costs	$618,804.04	

2

Project: Canyon Creek Filng No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.106

Peak Civil Consultants

No. Lots/Units = 44

Phase 3

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	1,148	CY	$2.00	$2,296.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$12,296.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	1,160	LF	$15.00	$17,400.00	
Walk Subgrade Prep.	644	SY	$3.00	$1,932.00	
Vertical Curb & Gutter	815	LF	$11.00	$8,965.00	
Mountable Curb & Gutter	162	LF	$12.00	$1,944.00	
Curb Subgrade Prep.	272	SY	$3.00	$816.00	
Curb Underdrain	977	LF	$10.00	$9,770.00	
Asphalt Paving	15,904	SYI	$4.70	$71,928.80	Assumed 8"
Asphalt Subgrade Prep.	1,913	SY	$3.00	$5,739.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	1	EA	$3,000.00	$3,000.00	
			Streets Subtotal	$123,994.80	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	1,698	LF	$34.00	$57,732.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	44	EA	$300.00	$13,200.00	
4' Sanitary Sewer Manhole	13	EA	$1,860.00	$24,180.00	
			Sanitary Sewer Subtotal	$96,112.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	392	LF	$46.00	$18,032.00	
24" RCP Storm	469	LF	$66.00	$30,954.00	
4' Storm Sewer Manhole	5	EA	$1,860.00	$9,300.00	
Type C Inlet	4	EA	$3,000.00	$12,000.00	
			Storm Sewer Subtotal	$70,286.00	

1

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

Landscaping

	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	18,560	SF	$0.49	$9,290.40	Erie Pkwy. And Austin Ave.
Sod	15,394	SF	$0.49	$7,543.06	Park Area
Sod	11,250	SF	$0.49	$5,512.50	3 x Between Buildings
Sod	9,000	SF	$0.49	$4,410.00	By Lots 55-61
Sod	1,750	SF	$0.49	$857.50	By Lots 45-50
Soil Prep	56,354	SF	$0.50	$28,177.00	
Irrigation for Sod	56,354	SF	$0.95	$53,536.30	
Seeding	17,990	SF	$0.15	$2,698.50	119th Streetscape and Park
Soil Prep	17,990	SF	$0.35	$5,296.50	
5' Walk	8,300	SF	$4.25	$35,275.00	Central Park
5' Walk	1,140	SF	$4.25	$4,845.00	3 x Between Buildings
5' Walk	1,500	SF	$4.25	$6,375.00	By Lots 50-56
Stamped Concrete	1,413	SF	$6.50	$9,184.50	Central Park
Shade Trees	38	EA	$400.00	$15,200.00	
Ornamental Trees	5	EA	$200.00	$1,000.00	
Evergreen Trees	2	EA	$150.00	$300.00	
Rock Mulch	600	SF	$1.15	$690.00	
Shrubs	20	EA	$25.00	$500.00	
Benches	2	EA	$1,290.00	$2,580.00	
Bike Rack	1	EA	$518.00	$518.00	
Dog Waste Station	1	EA	$288.00	$288.00	
Identification Sign	1	EA	$250.00	$250.00	
Shelter w/2 Picnic Tables	1	EA	$18,377.00	$18,377.00	
Trash Receptacle	2	EA	$742.00	$1,484.00	
Display Garden	1	EA	$1,000.00	$1,000.00	
Bocce Ball	1	EA	$2,500.00	$2,500.00	
Horseshoe Pits	1	EA	$2,500.00	$2,500.00	
Community Garden Plots	21	EA	$200.00	$4,200.00	
BBQ Grill	1	EA	$339.00	$339.00	
Additional Benches	2	EA	$1,290.00	$2,580.00	
Pergola	1	EA	$5,000.00	$5,000.00	
			Landscaping Subtotal	$233,307.28	
			Total Phase 3 Costs	$535,896.08	

2

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GS
Job Number: 13.105

Peak Civil Consultants

No. Lots/Units = 27

Phase 4

Grading

	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	$20,000.00	$20,000.00	
Earthwork Volume	3,820	CY	$2.00	$7,640.00	Only for public improvements
Erosion & Sediment Control	1	LS	$10,000.00	$10,000.00	
			Grading Subtotal	$17,640.00	

Streets

	Quantity	Unit	Unit Cost	Item Cost	Description
5' Concrete Walk	1,726	LF	$15.00	$25,890.00	
Walk Subgrade Prep.	865	SY	$3.00	$2,877.00	
Verticle Curb & Gutter	1,659	LF	$11.00	$19,249.00	
Mountable Curb & Gutter	85	LF	$12.00	$1,020.00	
Curb Subgrade Prep.	485	SY	$3.00	$1,455.00	
Curb Underdrain	1,744	LF	$10.00	$17,440.00	
Asphalt Paving	25,464	SYI	$4.70	$119,680.80	Assumed 8"
Asphalt Subgrade Prep.	3,183	SY	$3.00	$9,549.00	
Signage & Striping	1	LS	$2,500.00	$2,500.00	
Street Lights	2	EA	$3,000.00	$6,000.00	
			Streets Subtotal	$204,660.80	

Sanitary Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer Main	808	LF	$34.00	$27,472.00	
Connect to Existing	2	EA	$500.00	$1,000.00	
Sanitary Service Connection	27	EA	$300.00	$8,100.00	
4' Sanitary Sewer Manhole	4	EA	$1,860.00	$7,440.00	
			Sanitary Sewer Subtotal	$44,012.00	

Water

	Quantity	Unit	Unit Cost	Item Cost	Description
8" W/L Main	878	LF	$30.00	$26,340.00	
8"x6" Tee w/TB	1	EA	$560.00	$560.00	
8" Gate Valve	1	EA	$1,700.00	$1,700.00	
8" Connec to Existing	2	EA	$500.00	$1,000.00	
Fire Hydrant Assembly, incl. 6" service line	1	EA	$5,514.00	$5,514.00	
Water Service Connection	27	EA	$300.00	$8,100.00	
8" Bend	6	EA	$360.00	$2,160.00	
Water Main Testing	1	LS	$1,500.00	$1,500.00	
			Water Subtotal	$46,874.00	

Storm Sewer

	Quantity	Unit	Unit Cost	Item Cost	Description
18" RCP Storm	172	LF	$46.00	$7,912.00	
4' Storm Sewer Manhole	2	EA	$1,860.00	$3,720.00	
Type C Inlet	1	EA	$3,000.00	$3,000.00	
			Storm Sewer Subtotal	$14,632.00	

1

Project: Canyon Creek Filing No. 9
Date: May 2015
Client: Boulder Creek Neighborhoods

Prepared By: GB
Job Number: 13.105

Peak Civil Consultants

Landscaping	Quantity	Unit	Unit Cost	Item Cost	Description
Sod	7,150	SF	$0.49	$3,503.50	Austin Ave. Streetscape
Sod	5,725	SF	$0.49	$2,805.25	Brennan Circle
Soil Prep	12,875	SF	$0.50	$6,437.50	
Irrigation for Sod	12,875	SF	$0.95	$12,231.25	
Seeding	33,750	SF	$0.15	$4,812.50	Austin Ave. Streetscape
Seeding	3,300	SF	$0.15	$495.00	Tract between 15 & 16
Soil Prep	36,050	SF	$0.35	$12,617.50	
Shade Trees	17	EA	$400.00	$6,800.00	
Ornamental Trees	2	EA	$200.00	$400.00	
5' Trail	3,235	LF	$4.25	$13,705.25	
			Landscaping Subtotal	$63,808.75	

Total Phase 4 Costs $381,727.65

2

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

None

Reimbursements due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, one-hundred twelve-thousand seven-hundred thirty-seven & No/100 Dollars ($112,737.00) as reimbursement for the Erie Parkway and 119th Street Intersection Improvements.

2. Erie shall collect from Owner, prior to recordation of this Agreement, twenty-three thousand three-hundred thirty-eight & 90/100 Dollars ($23,338.90) as reimbursement for 130 units ($179.53 per unit) within the Erie Highlands Filing No. 2 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

3. Erie shall collect from Owner, prior to recordation of this Agreement, fifty-three thousand three hundred & No/100 Dollars ($53,300.00) as reimbursement for 130 units ($410.00 per unit) within the Development connecting to the NWRF Interceptor line that the Town constructed.

Reimbursements due Others:

None

Fee In Lieu due Erie:

None

EXHIBIT D

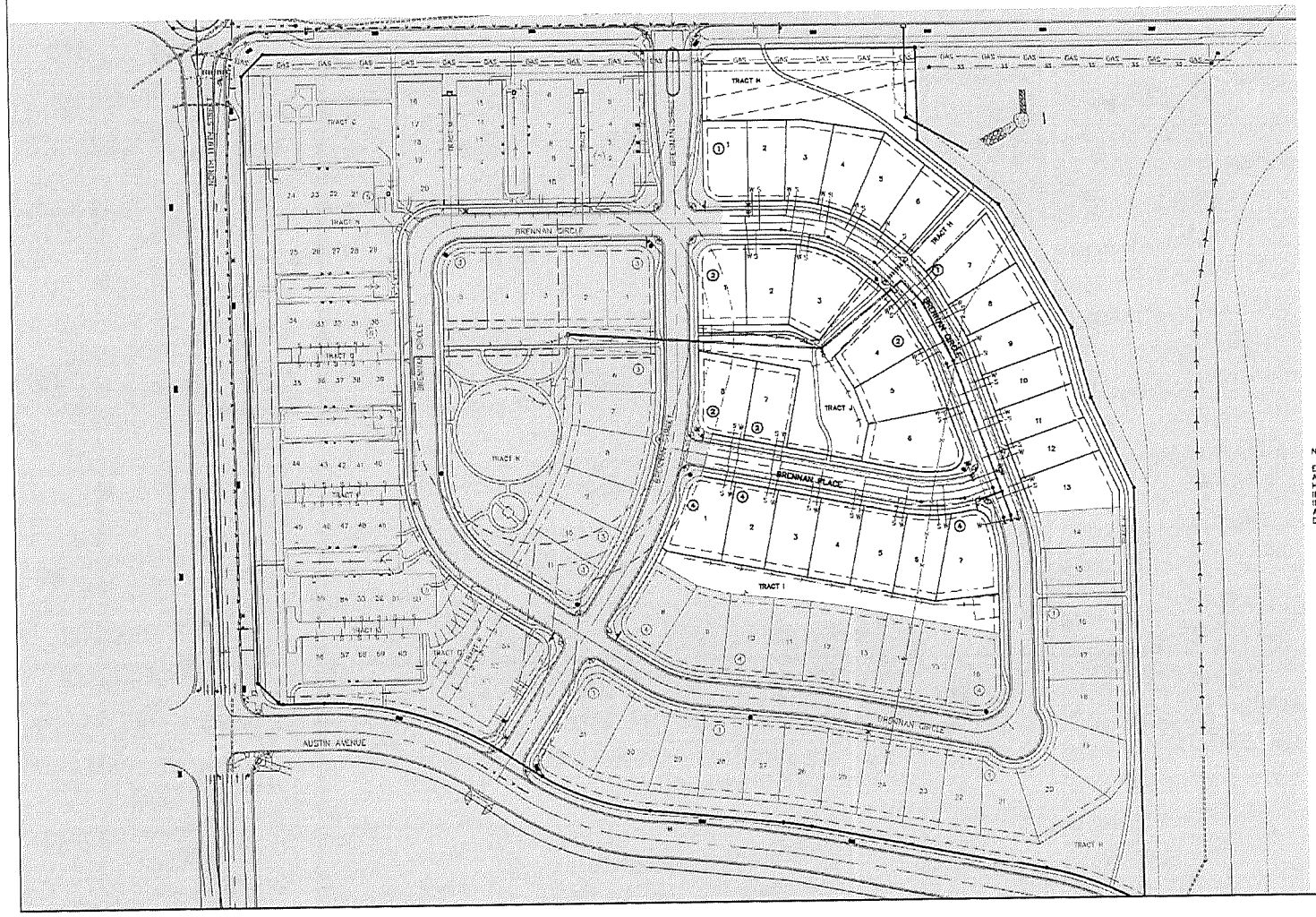
PHASING PLAN

The Development shall be constructed in multiple phases as set forth below.

CANYON CREEK FILING 9

PHASING PLAN

PHASE 2



NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY: HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 80 ft.

JOB NO.: 13.105 DATE: 5/8/15

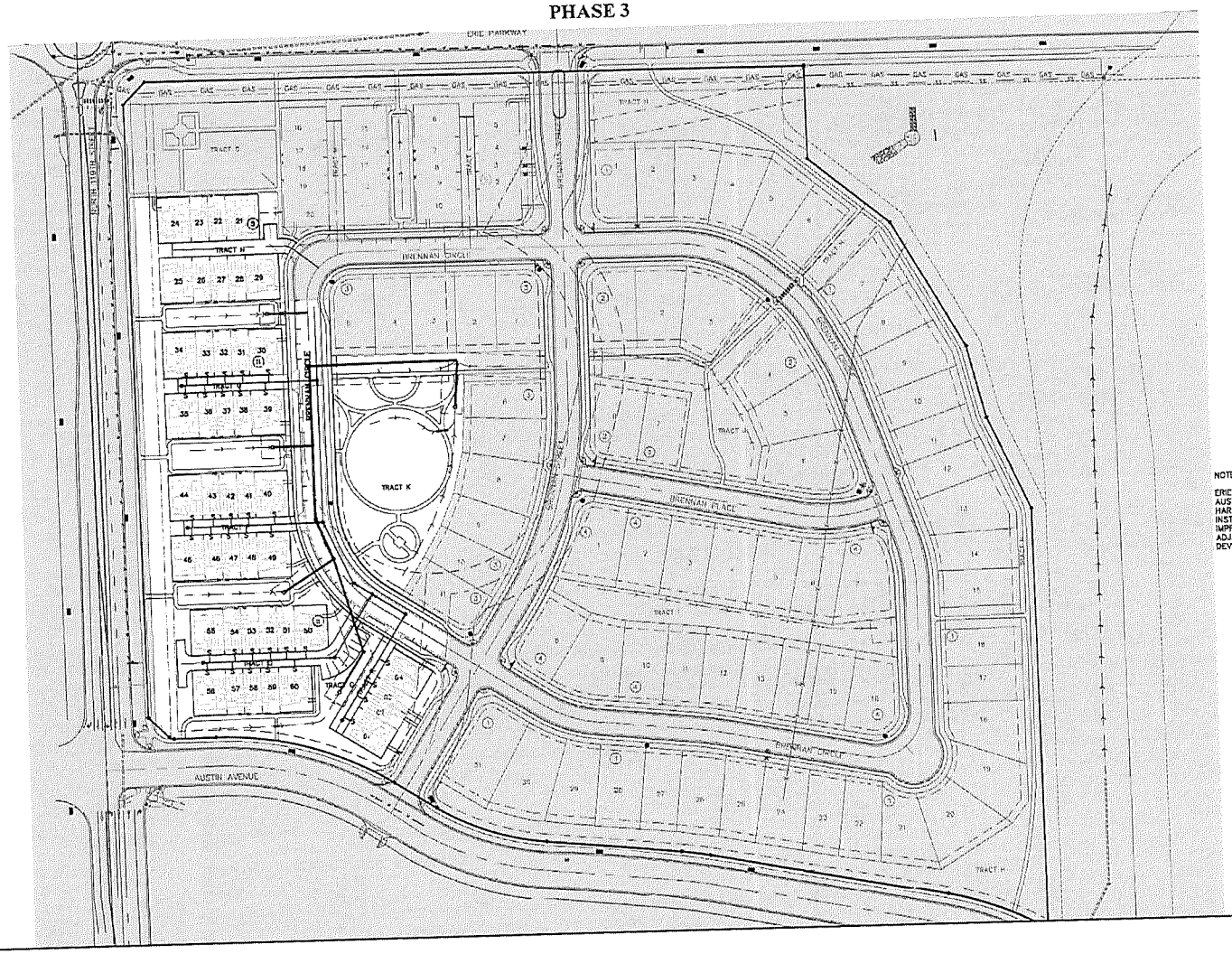
Peak Civil Consultants

ENGLEWOOD, COLORADO 80110
PH: 720.555.3039
FAX: 720.528.8107
CONTACT: JEFF FRENCH, P.E.

CANYON CREEK FILING 9

PHASING PLAN

PHASE 3



NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY: HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 40 ft

JOB NO.:13,105 DATE: 5/8/15

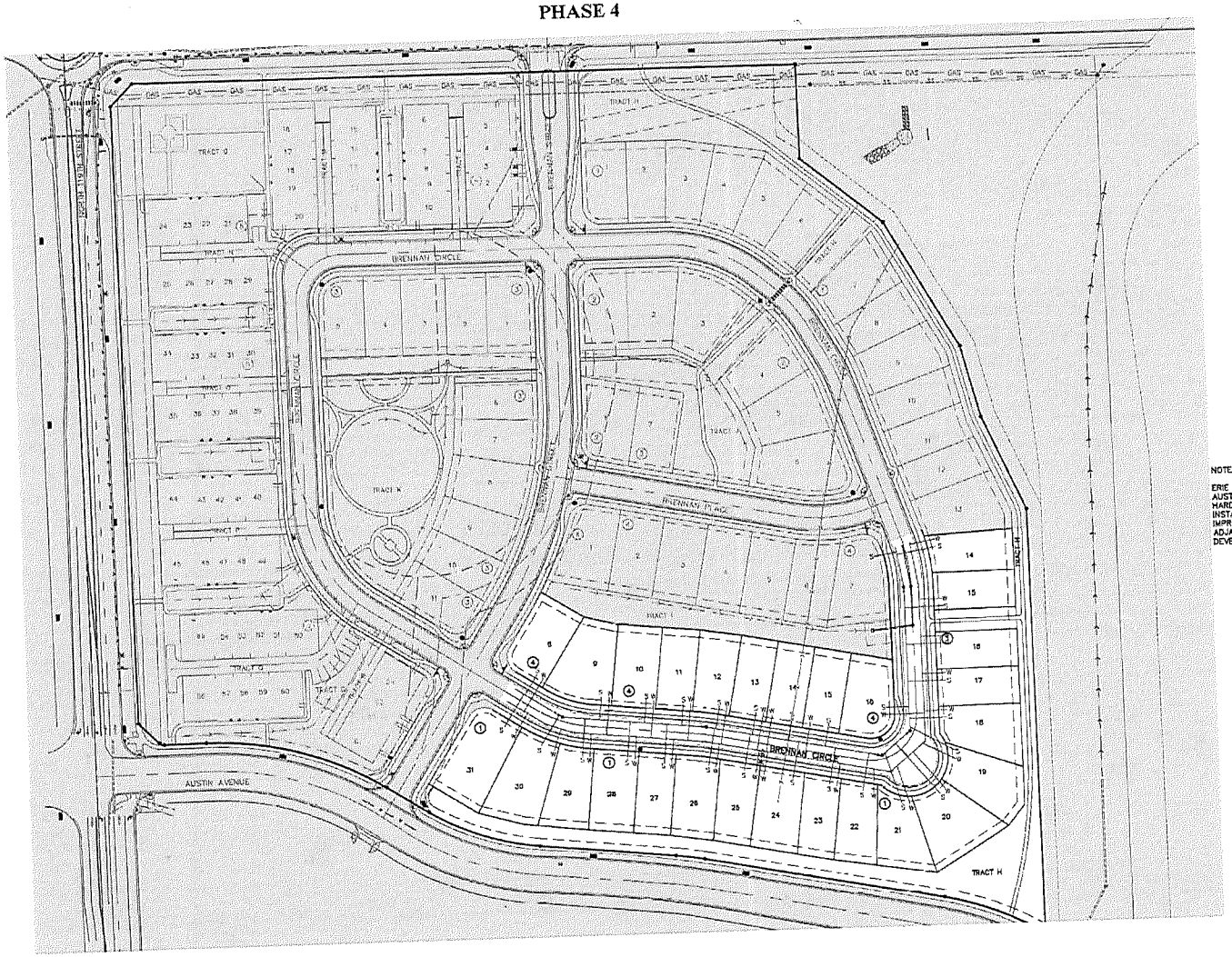
Peak
Civil Consultants

ENGLEWOOD, COLORADO 80110
PH: 720.955.3499
FAX: 720.529.8197
CONTACT: JEFF FRENCH, P.E.

CANYON CREEK FILING 9

PHASING PLAN

PHASE 4



NOTE:

ERIE PARKWAY, 119TH STREET AND AUSTIN AVENUE RIGHT OF WAY: HARDSCAPE IMPROVEMENTS TO BE INSTALLED IN PHASE 1; LANDSCAPE IMPROVEMENTS TO BE INSTALLED WITH ADJACENT RESIDENTIAL DEVELOPMENTS.

(IN FEET)
1 inch = 60 ft.

JOB NO.:13.105 DATE: 5/8/15

Peak Civil Consultants

EXHIBIT E

VERTICAL CURB LOCATION MAP

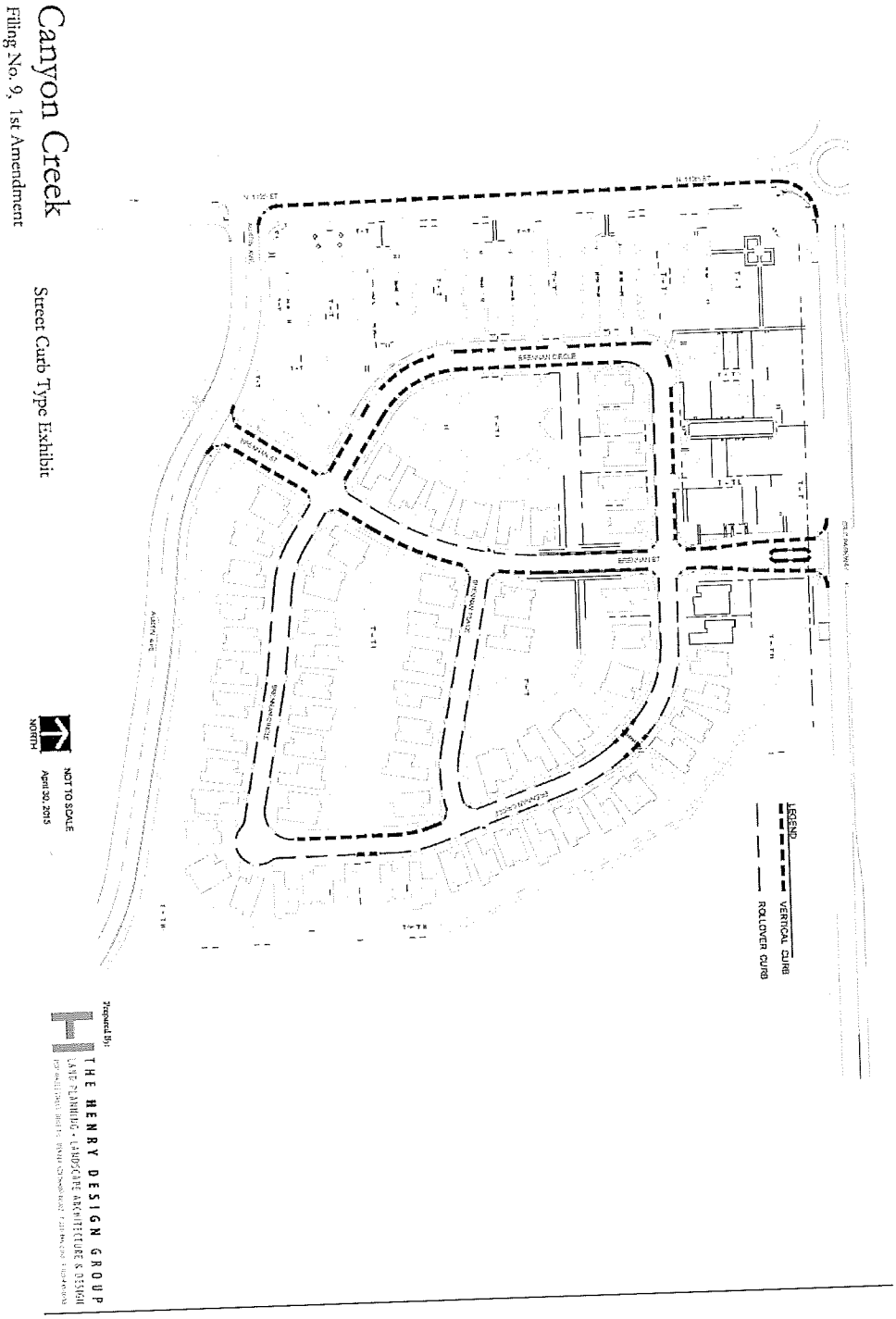


EXHIBIT F

LANDSCAPE MAINTENANCE MAP

EXHIBIT G

AIRPORT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Canyon Creek Filing No. 9, 1st Amendment, Town of Erie, County of Boulder, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**CONSENT AGENDA – RESOLUTION** Resolution 15-93: A Resolution Authorizing The Engagement Of Summit Bank & Trust for banking services; Authorizing And Directing The Appropriate Town Officers To Sign Said Agreement; And, Setting Forth Details In Relation Thereto.
DEPARTMENT:	Finance
PRESENTER:	**Steve Felten** **Finance Director**
FISCAL INFORMATION:	Cost as Recommended: Balance Available: Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000 New Appropriation Required: ☐ Yes ☐ No
STAFF RECOMMENDATION:	**Staff recommends the Board of Trustees approve the resolution that awards banking services to Summit Bank & Trust and authorizes the Town Administrator to sign said agreement**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

With the refunding of the 2010 COP's in late 2014, the Town is no longer required to maintain its banking relationship with Wells Fargo, which was a condition of the 2010 refinancing. Due to the fact that Wells does not have a branch in Erie, the Town has had to maintain two banking relationships in order to handle cash deposits. The Town uses First Bank to process cash deposits. Service levels have also been a challenge with Wells. There is no local support for the Town's banking activities, requiring staff to essentially just dial into a 1-800 # for day-to-day operational issues.

Recently staff reviewed the banks with offices in Erie to determine if there was a better option, both from a cost and a service level. There are 4 banks with offices in Erie – First Bank, Great Western Bank, Summit Bank & Trust and US Bank. US bank declined to bid on our business the last time staff considered changing our bank, and has not contacted the Town indicating any interest in offering their services in at least the last three years. The Town has had significant service issues with Great Western Bank. And First Bank in recent years has consolidated much of their support operations out of state. Only Summit provides support with local staff.

As a result, a request for proposal was sent to Summit Bank & Trust. Their services will be provided at a reduced cost from that at Wells. Costs are currently approximately $1,500-$2,000 per month. Based on their costs, operating model, location and the Town's experience working with Summit (they provided the refinancing for the housing authority mortgage), staff recommends transferring the Town's banking relationship to Summit Bank & Trust. United Power recently moved their banking relationship to Summit from Wells Fargo and has been very pleased with the change.

Summit Bank & Trust is a subsidiary of Heartland Financial USA, Inc., a $6.5 billion multi-bank holding company based in Dubuque, Iowa. Summit is the company's operating name in Colorado,

with its primary office in Broomfield and 2 area branches, including 1 in Erie. Heartland's operating model includes having local staff that are the primary points of contact with their clients. The Town will be serviced by staff from the local Erie office and from their Broomfield office.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
57 **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:
a. Resolution 15-93

RESOLUTION NO. 15-93

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF SUMMIT BANK & TRUST FOR BANKING SERVICES; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to enter into an agreement with Summit Bank & Trust for the purpose of providing banking services for the Town; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Town of Erie be and is hereby authorized and directed to enter into agreements with Summit Bank & Trust and the Town Administrator is hereby authorized and directed to sign and bind the Town of Erie to said agreements for banking services.

Section 2. That entering into the agreements is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JULY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By:_____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**ORDINANCES:** **Consideration of Ordinance 15-2015 (1st Reading)**: An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The Rezoning Of The Wise Farms Property; Denying The Application For The Rezoning Of The Wise Farms Property; And, Setting Forth Details In Relation Thereto.
CODE:	Town of Erie Municipal Code, Title 10
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

SUMMARY AND BACKGROUND OF SUBJECT MATTER

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Ordinance 15-2015 for the Rezoning of the Wise Farms property. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft an ordinance denying the Rezoning of the Wise Farms property. Staff has provided revised Ordinance 15-2015 denying the proposed the Rezoning of the Wise Farms property for not being in compliance with three of the Approval Criteria in Municipal Code Title 10, Section 7.5.B.9.

Staff Review:

_____ **Town Attorney**

_____ **Town Clerk**

DMD **Community Development Director**

_____ **Finance Director**

_____ **Police Chief**

_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Ordinance 15-2015

ATTACHMENT A

ORDINANCE NO. 15-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE REZONING OF THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE REZONING OF THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, following a legally noticed and duly conducted Public Hearing held on Tuesday, May 26, 2015 and June 23, 2015, the Board of Trustees of the Town of Erie, Colorado ("Board"), considered the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, for the Rezoning of the Wise Farms property, described as follows:

See "Exhibit A," attached hereto and incorporated herein by this reference (the "Wise Farms Property"); and,

WHEREAS, the Board has made certain findings of fact and reached certain conclusions, and finds that the Rezoning of the Wise Farms Property will not preserve the health, safety, welfare and is not in the best interest of the citizens of the Town of Erie, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. Findings of Fact.

Following a legally noticed and duly conducted Public Hearing, the Board of Trustees of the Town of Erie found and determined that the Rezoning application for the Wise Farms Property is not in compliance with the following required approval criteria as specified in Municipal Code Title 10, Section 7.5.B.9, and specifically makes the following findings:

a. The Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;

b. The Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; and,

c. Future uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property.

Section 2. Conclusions and Order Denying the Rezoning Application for the Wise Farms Property.

Based upon the Findings of Fact, the Board finds and concludes that the Rezoning

application for the Wise Farms Property is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.5.B.9 – Approval Criteria, and based thereon, hereby denies the Rezoning application for the Wise Farms Property.

Section 3. Severance Clause.

If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal.

All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date.

This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ___ DAY OF _____ 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A
Legal Description

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCEE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.

WISE FARMS ZONING MAP

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL ZONING BOUNDARY = 178.40 ACRES
AG/OS ZONING = 20.38 ACRES / LR ZONING = 64.78 ACRES / RR ZONING = 93.24 ACRES
RZ 13-00070

SHEET 1 OF 4

LEGAL DESCRIPTION – OVERALL BOUNDARY OF ZONING PARCEL

A PARCEL OF LAND BEING A PART OF THE SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°04'01" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1316.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1431.63 FEET TO A POINT ON THE CENTERLINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1246.91 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 00°28'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 1189.88 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°21'52" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1314.47 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH 88°17'58" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1317.07 FEET THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°17'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 853348;

THENCE SOUTH 00°09'21" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 417.59 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE NORTH 50°52'13" EAST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE SOUTH 00°09'21" EAST, DISTANCE OF 893.98 FEET TO A POINT ON THE CENTERLINE OF THE POINT OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTH 89°42'11" EAST ALONG SAID CENTERLINE, A DISTANCE OF 660.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 00°03'07" EAST ALONG SAID EAST LINE, A DISTANCE OF 49.18 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 7,770,538 SQUARE FEET OR 178.40 ACRES, MORE OR LESS.

VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 BEING BASED UPON THE TOWN OF ERIE HORIZONTAL CONTROL NETWORK IS ASSUMED TO BEAR SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS ZONING MAP IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THEN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THIS ZONING MAP IS NOT INTENDED TO BE AN IMPROVEMENT SURVEY PLAT, AN ALTA/ACSM LAND TITLE SURVEY NOR SUBDIVISION PLAT. IT IS INTENDED ONLY TO SHOW THE EXISTING AND PROPOSED ZONING OF THE DESCRIBED OVERALL WISE FARMS DEVELOPMENT.
5. THIS ZONING MAP DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABS70339758,1-2 EFFECTIVE DATE: OCTOBER 28, 2013 AT 5:00 P.M.

SURVEYOR'S CERTIFICATE:

I WILLIAM F. HESSELBACH, JR., A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTIONS FOR EACH ZONE DISTRICT.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2014.

_____
WILLIAM F. HESSELBACH, JR., PLS NO. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.

PLANNING COMMISSION CERTIFICATE:

THIS ZONING MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2014.

_____ _____
CHAIRPERSON DATE

BOARD OF TRUSTEES APPROVAL CERTIFICATE:

THIS ZONING MAP IS TO BE KNOWN AS THE "WISE FARMS ZONING MAP" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____ _____, 2014.

_____
MAYOR

ATTEST _____
TOWN CLERK

CLERK AND RECORDER:

STATE OF COLORADO)
)SS
COUNTY OF _____)

I HEREBY CERTIFY THAT THIS ZONING MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 2014 A.D. AND WAS RECORDED AT RECEPTION NUMBER _____

_____
BOULDER COUNTY CLERK AND RECORDER

CVL CONSULTANTS
10333 E. Dry Creek Rd
Suite 240
Englewood, CO 80112
Tel: (720) 482-9526
Fax: (720) 482-9546

No	Revisions	Date	Int	Appr	Date
2	Address comments	9-22-14	MJP	WFH	9-22-14
1	Address comments	8-1-14	WFH		

JASPER LAND INVESTMENTS, LLC
9162 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126

SCALE	DRAWN BY	SHEET NO
AS NOTED	BPC	1 OF 4
FILE NO	CHECKED BY WFH	
	DATE 4/14/2014	

Exhibit B
Wise Farms Zoning Map

WISE FARMS ZONING MAP

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL ZONING BOUNDARY = 178.40 ACRES
AG/OS ZONING = 20.38 ACRES / LR ZONING = 64.78 ACRES / RR ZONING = 93.24 ACRES
RZ 13-00070

SHEET 2 OF 4

LEGAL DESCRIPTION – AGRICULTURAL / OPEN SPACE ZONING

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND ASSUMING THE EAST LINE OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 BEARS SOUTH 00° 04' 01" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88° 17' 53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 599.53 FEET;
THENCE SOUTH 00° 09' 21" EAST, A DISTANCE OF 417.59 FEET;
THENCE NORTH 50° 52' 13" EAST, A DISTANCE OF 70.21 FEET;
THENCE SOUTH 00° 09' 21" EAST, A DISTANCE OF 893.98 FEET TO A POINT ON THE CENTERLINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY;
THENCE SOUTH 89° 42' 11" WEST ALONG SAID CENTERLINE, A DISTANCE OF 534.90 FEET;
THENCE NORTH 00° 15' 00" EAST, A DISTANCE OF 380.05 FEET;
THENCE SOUTH 89° 42' 11" WEST, A DISTANCE OF 140.01 FEET;
THENCE NORTH 00° 15' 00" EAST, A DISTANCE OF 102.04 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 12° 48' 11", AN ARC LENGTH OF 84.91 FEET, THE CHORD OF WHICH BEARS NORTH 06° 09' 05" WEST, 84.74 FEET;
THENCE NORTH 79° 09' 54" EAST, A DISTANCE OF 82.07 FEET;
THENCE NORTH 86° 26' 06" EAST, A DISTANCE OF 70.39 FEET;
THENCE NORTH 77° 05' 19" EAST, A DISTANCE OF 81.72 FEET;
THENCE NORTH 58° 22' 53" EAST, A DISTANCE OF 106.81 FEET;
THENCE NORTH 55° 01' 09" EAST, A DISTANCE OF 83.85 FEET;
THENCE NORTH 37° 09' 58" WEST, A DISTANCE OF 107.34 FEET;
THENCE NORTH 18° 11' 43" WEST, A DISTANCE OF 64.39 FEET;
THENCE NORTH 42° 22' 46" WEST, A DISTANCE OF 126.09 FEET;
THENCE SOUTH 59° 44' 06" WEST, A DISTANCE OF 50.37 FEET;
THENCE SOUTH 82° 37' 27" WEST, A DISTANCE OF 58.92 FEET;
THENCE SOUTH 84° 48' 08" WEST, A DISTANCE OF 79.58 FEET;
THENCE SOUTH 77° 26' 44" WEST, A DISTANCE OF 153.02 FEET;
THENCE SOUTH 69° 33' 13" WEST, A DISTANCE OF 40.03 FEET;
THENCE SOUTH 69° 02' 37" WEST, A DISTANCE OF 153.38 FEET;
THENCE NORTH 66° 17' 02" WEST, A DISTANCE OF 157.17 FEET;
THENCE NORTH 88° 32' 42" WEST, A DISTANCE OF 64.74 FEET;
THENCE SOUTH 72° 54' 43" WEST, A DISTANCE OF 35.28 FEET;
THENCE NORTH 23° 28' 49" WEST, A DISTANCE OF 139.89 FEET;
THENCE NORTH 00° 59' 00" WEST, A DISTANCE OF 69.48 FEET;
THENCE NORTH 39° 02' 59" EAST, A DISTANCE OF 152.60 FEET;
THENCE NORTH 00° 59' 00" WEST, A DISTANCE OF 60.65 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;
THENCE NORTH 88° 17' 58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 520.05 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 887,584 SQUARE FEET OR 20.38 ACRES, MORE OR LESS

LEGAL DESCRIPTION – RURAL RESIDENTIAL ZONING SOUTH PARCEL

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 14, AND ASSUMING THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 TO BEAR SOUTH 00°04'01" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°04'01" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1316.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND MS ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°18'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1431.63 FEET TO A POINT ON THE CENTERLINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTH 89°42'11" EAST ALONG SAID CENTERLINE, A DISTANCE OF 62.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.90 FEET,

THENCE NORTH 89°42'11" EAST ALONG SAID CENTERLINE, A DISTANCE OF 660.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 00°03'07" EAST ALONG SAID EAST LINE, A DISTANCE OF 49.18 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,759,905 SQUARE FEET OR 86.32 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – RURAL RESIDENTIAL ZONING NORTHEAST PARCEL

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND ASSUMING THE EAST LINE OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 BEARS SOUTH 00° 04' 01" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88° 17' 58" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 358.80 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88° 17' 58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 438.21 FEET;
THENCE SOUTH 00° 59' 00" EAST, A DISTANCE OF 60.65 FEET;
THENCE SOUTH 39° 02' 59" WEST, A DISTANCE OF 152.60 FEET;
THENCE SOUTH 00° 59' 00" EAST, A DISTANCE OF 69.48 FEET;
THENCE SOUTH 23° 28' 49" EAST, A DISTANCE OF 130.84 FEET;
THENCE SOUTH 60° 14' 26" WEST, A DISTANCE OF 232.89 FEET;
THENCE NORTH 29° 45' 34" WEST, A DISTANCE OF 141.29 FEET;
THENCE NORTH 16° 42' 28" WEST, A DISTANCE OF 52.28 FEET;
THENCE NORTH 88° 17' 58" WEST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 01° 42' 02" WEST, A DISTANCE OF 132.67 FEET;
THENCE NORTH 04° 12' 51" EAST, A DISTANCE OF 97.04 FEET;
THENCE NORTH 01° 42' 02" WEST, A DISTANCE OF 72.39 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 147,794 SQUARE FEET OR 3.39 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – RURAL RESIDENTIAL ZONING NORTHWEST PARCEL

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND ASSUMING THE EAST LINE OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 BEARS SOUTH 00° 04' 01" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88° 21' 52" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 556.77 FEET;
THENCE SOUTH 01° 38' 08" EAST, A DISTANCE OF 240.90 FEET;
THENCE SOUTH 88° 21' 52" WEST, A DISTANCE OF 310.88 FEET;
THENCE SOUTH 53° 30' 18" WEST, A DISTANCE OF 191.07 FEET;
THENCE SOUTH 89° 30' 27" WEST, A DISTANCE OF 96.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 ;
THENCE NORTH 00° 29' 33" WEST ALONG SAID WEST LINE, A DISTANCE OF 348.26 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 153,547 SQUARE FEET OR 3.53 ACRES, MORE OR LESS

LEGAL DESCRIPTION – LOW DENSITY RESIDENTIAL ZONING

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 AND ASSUMING THE EAST LINE OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 BEARS SOUTH 00° 04' 01" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 88° 21' 52" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 556.77 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88° 21' 52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 757.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 88° 17' 58" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 358.80 FEET;
THENCE SOUTH 01° 42' 02" EAST, A DISTANCE OF 72.39 FEET;
THENCE SOUTH 04° 12' 51" WEST, A DISTANCE OF 97.04 FEET;
THENCE SOUTH 01° 42' 02" EAST, A DISTANCE OF 132.67 FEET;
THENCE NORTH 88° 17' 58" EAST, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 16° 42' 28" EAST, A DISTANCE OF 52.28 FEET;
THENCE SOUTH 29° 45' 34" EAST, A DISTANCE OF 141.29 FEET;
THENCE NORTH 60° 14' 26" EAST, A DISTANCE OF 232.89 FEET;
THENCE SOUTH 23° 28' 49" EAST, A DISTANCE OF 9.05 FEET;
THENCE NORTH 72° 54' 43" EAST, A DISTANCE OF 35.28 FEET;
THENCE SOUTH 88° 32' 42" EAST, A DISTANCE OF 64.74 FEET;
THENCE SOUTH 66° 17' 02" EAST, A DISTANCE OF 157.17 FEET;
THENCE NORTH 69° 02' 37" EAST, A DISTANCE OF 153.38 FEET;
THENCE NORTH 69° 33' 13" EAST, A DISTANCE OF 40.03 FEET;
THENCE NORTH 77° 26' 44" EAST, A DISTANCE OF 153.02 FEET;
THENCE NORTH 84° 48' 08" EAST, A DISTANCE OF 79.58 FEET;
THENCE NORTH 82° 37' 27" EAST, A DISTANCE OF 58.92 FEET;
THENCE NORTH 59° 44' 06" EAST, A DISTANCE OF 50.37 FEET;
THENCE SOUTH 42° 22' 46" EAST, A DISTANCE OF 126.09 FEET;
THENCE SOUTH 18° 11' 43 EAST, A DISTANCE OF 64.39 FEET;
THENCE SOUTH 37° 09' 58" EAST, A DISTANCE OF 107.34 FEET;
THENCE SOUTH 55° 01' 09" WEST, A DISTANCE OF 83.85 FEET;
THENCE SOUTH 58° 22' 53" WEST, A DISTANCE OF 106.81 FEET;
THENCE SOUTH 77° 05' 19" WEST, A DISTANCE OF 81.72 FEET;
THENCE SOUTH 86° 26' 06" WEST, A DISTANCE OF 70.39 FEET;
THENCE SOUTH 79° 09' 54" WEST, A DISTANCE OF 82.07 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 12° 48' 11", AN ARC LENGTH OF 84.91 FEET, THE CHORD OF WHICH BEARS SOUTH 06° 09' 05" EAST, 84.74 FEET;
THENCE SOUTH 00° 15' 00" WEST, A DISTANCE OF 102.04 FEET;
THENCE NORTH 89° 42' 11" EAST, A DISTANCE OF 140.01 FEET;
THENCE SOUTH 00° 15' 00" WEST, A DISTANCE OF 380.09 FEET TO A POINT ON THE CENTERLINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT OF WAY;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING THREE (3) COURSES:
SOUTH 89° 42' 11" WEST, A DISTANCE OF 119.88 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
SOUTH 89° 42' 11" WEST, A DISTANCE OF 1314.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;
SOUTH 89° 42' 11" WEST, A DISTANCE OF 1309.26 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 00° 29' 33" WEST ALONG SAID WEST LINE, A DISTANCE OF 841.62 FEET,
THENCE NORTH 89° 30' 27" EAST, A DISTANCE OF 96.07 FEET;
THENCE NORTH 53° 30' 18" EAST, A DISTANCE OF 191.07 FEET;
THENCE NORTH 88° 21' 52" EAST, A DISTANCE OF 310.88 FEET;
THENCE NORTH 01° 38' 08" WEST, A DISTANCE OF 240.90 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 2,821,707 SQUARE FEET OR 64.78 ACRES, MORE OR LESS.

CVL CONSULTANTS
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JASPER LAND INVESTMENTS, LLC
9162 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126

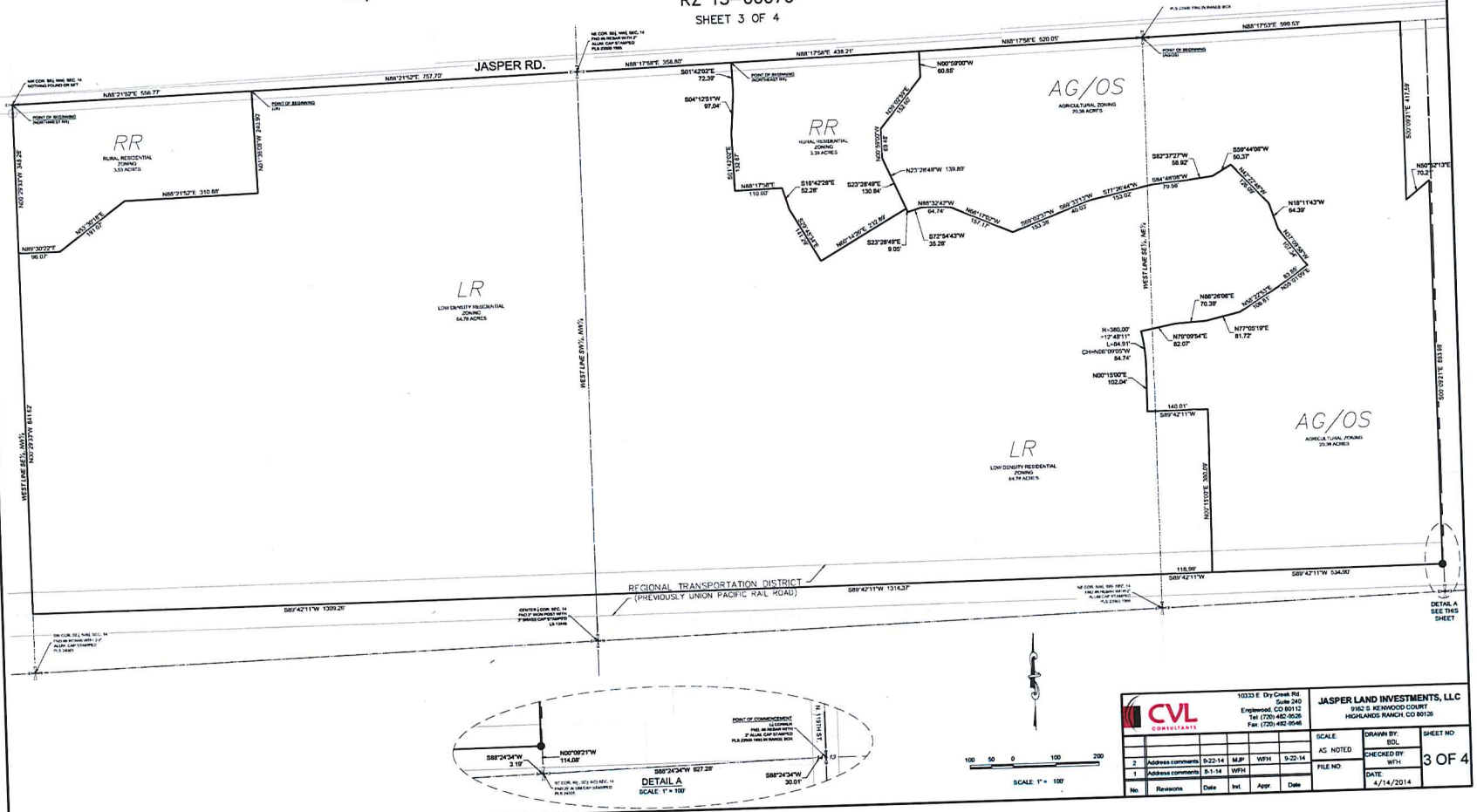
No	Revisions	Date	Int.	Appr	Date
2	Address comments	9-22-14	MJP	WFH	9-22-14
1	Address comments	8-1-14	WFH		

SCALE: AS NOTED	DRAWN BY: BPC	SHEET NO
FILE NO	CHECKED BY: WFH	2 OF 4
	DATE: 4/14/2014	

WISE FARMS ZONING MAP

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL ZONING BOUNDARY = 178.40 ACRES
AG/OS ZONING = 20.38 ACRES / LR ZONING = 64.78 ACRES / RR ZONING = 93.24 ACRES
RZ 13-00070

SHEET 3 OF 4



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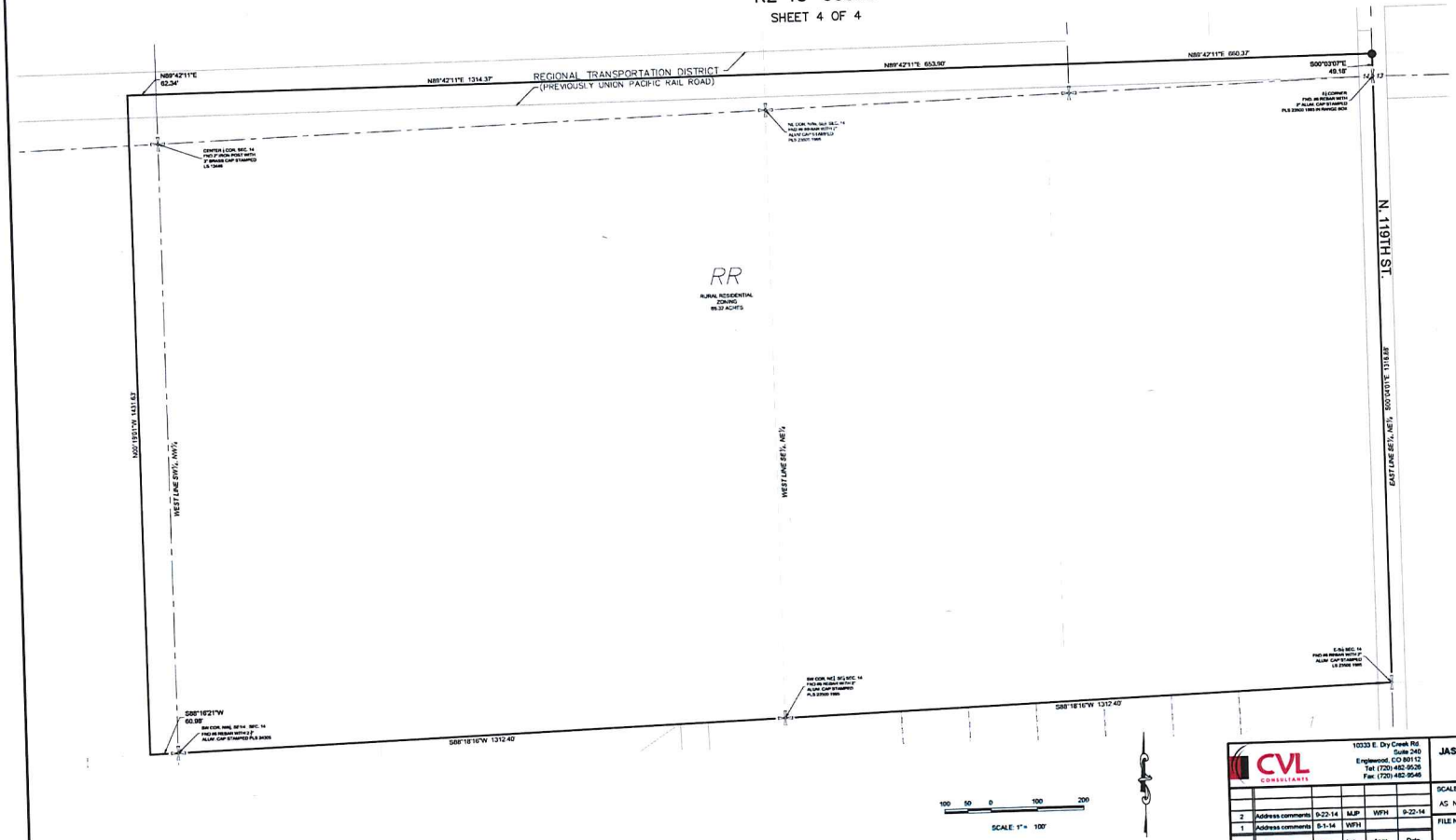
No.	Revisions	Date	Int.	Appr.	Date
2	Address comments	9-22-14	MJP	WFH	9-22-14
1	Address comments	8-1-14	WFH		

SCALE: AS NOTED	DRAWN BY: BDL	SHEET NO: 3 OF 4
FILE NO:	CHECKED BY: WFH	
	DATE: 4/14/2014	

WISE FARMS ZONING MAP

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL ZONING BOUNDARY = 178.40 ACRES
AG/OS ZONING = 20.38 ACRES / LR ZONING = 64.78 ACRES / RR ZONING = 93.24 ACRES
RZ 13-00070

SHEET 4 OF 4



CVL CONSULTANTS						10333 E. Dry Creek Rd. Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546
						JASPER LAND INVESTMENTS, LLC 9162 S. KENWOOD COURT HIGHLANDS RANCH, CO 80126
2	Address comments	9-22-14	MJP	WFH	9-22-14	SCALE: AS NOTED
1	Address comments	8-1-14	WFH			FILE NO.
No.	Revisions	Date	Inv.	Appr.	Date	DRAWN BY: BDL / CHECKED BY: WFH / DATE: 4/14/2014

SHEET NO. 4 OF 4

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**ORDINANCES:** **Consideration of Ordinance 16-2015 (1st Reading)**: An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The PUD Zoning Map Overlay Rezoning Of The Wise Farms Property; Denying The Application For The PUD Zoning Map Overlay Rezoning Of The Wise Farms Property; And, Setting Forth Details In Relation Thereto.
CODE:	Town of Erie Municipal Code, Title 10
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

SUMMARY AND BACKGROUND OF SUBJECT MATTER

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Ordinance 16-2015 for the Wise Farms PUD Zoning Map Overlay Rezoning. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft an ordinance denying the Rezoning of the Wise Farms property. Staff has provided revised Ordinance 16-2015 denying the proposed the Wise Farms PUD Zoning Map Overlay Rezoning for not being in compliance with four of the Approval Criteria in Municipal Code Title 10, Section 7.6.D.9.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
DMD **Community Development Director**
_____ **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Ordinance 16-2015

ATTACHMENT A

ORDINANCE NO. 16-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE PUD ZONING MAP OVERLAY REZONING OF THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE PUD ZONING MAP OVERLAY REZONING OF THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, following a legally noticed and duly conducted Public Hearing held on Tuesday, May 26, 2015 and June 23, 2015, the Board of Trustees of the Town of Erie, Colorado ("Board"), considered the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, for the PUD Zoning Map Overlay Rezoning of the Wise Farms property, described as follows:

See "Exhibit A," attached hereto and incorporated herein by this reference (the "Wise Farms Property"); and,

WHEREAS, the Board has made certain findings of fact and reached certain conclusions, and finds that the PUD Zoning Map Overlay Rezoning of the Wise Farms Property will not preserve the health, safety, welfare and is not in the best interest of the citizens of the Town of Erie, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. Findings of Fact.

Following a legally noticed and duly conducted Public Hearing, the Board found and determined that the Planned Unit Development Overlay Rezoning application for the Wise Farms Property is not in compliance with the following required approval criteria as specified in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and makes the following findings of fact:

a. The PUD Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;

b. The PUD Rezoning is likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation;

c. The PUD Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; and,

d. Proposed uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property.

Section 2. Conclusions and Order Denying the Wise Farms Planned Unit Development Overlay Rezoning Application.

Based upon the Findings of Fact, the Board finds and concludes that the Planned Unit Development Overlay Rezoning application for the Wise Farms Property is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and based thereon, hereby denies the Planned Unit Development Overlay Rezoning application for the Wise Farms Property.

Section 3. Severance Clause.

If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal.

All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date.

This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ___ DAY OF _____ 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A
(Wise Farms Legal Description)

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCEE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.

Wise Farms PUD Zoning Map

a part of section 14, township 1 north, range 69 west of the 6th p.m.
town of erie, county of boulder, state of colorado
169.05 acres
PUD-13-00071

OVERALL BOUNDARY DESCRIPTION

NORTH PARCEL:

COMMENCING AT THE LAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE CONTINUING SOUTH 88°24'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°24'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'21" WEST, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE , A DISTANCE OF 1314.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 00°29'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 1119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°21'52" EAST, A DISTANCE OF 1314.39 FEET;
2. NORTH 88°17'58" EAST, A DISTANCE OF 1317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING NORTH 88°17'58" EAST, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE SOUTH 00°09'21" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF ;

THENCE NORTH 50°52'13" EAST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE SOUTH 00°09'21" EAST, DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,782,135 SQUARE FEET OR 86.826 ACRES, MORE OR LESS.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE TO NORTH 119TH STREET;

THENCE SOUTH 00°04'01" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 0.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°04'01" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.39 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

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THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

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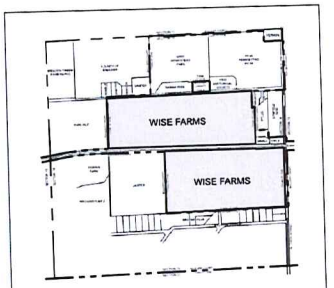
THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 620.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTH 89°42'11" EAST, ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 6.40 FEET TO THE POINT OF BEGINNING.

SAID SOUTH PARCEL CONTAINING A CALCULATED ARE OF 3,581,472 SQUARE FEET OR 82.219 ACRES, MORE OR LESS.



VICINITY MAP
SCALE: 1" = 1000'

PUD NOTES:

1. THIS PUD ZONING MAP MODIFIES STANDARDS FOUND IN MUNICIPAL CODE TITLE 10. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE MUNICIPAL CODE AND THIS PUD, THE PUD SHALL CONTROL. ANY PROVISIONS THAT ARE NOT SPECIFICALLY ADDRESSED IN THIS PUD ZONING MAP SHALL COMPLY WITH THE MUNICIPAL CODE.

2. THE MAXIMUM NUMBER OF UNITS ALLOWED IN THIS PUD IS 166.

SURVEYOR'S CERTIFICATE

I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PUD ZONING MAP TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED LEGAL DESCRIPTIONS FOR EACH PUD OVERLAY ZONE DISTRICT.

I ATTEST THE ABOVE ON THIS _____DAY OF _____, 2014.

_____

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #

PLANNING COMMISSION CERTIFICATION

THIS PUD ZONING MAP WAS REVIEWED BY THE PLANNING COMMISSION ON THE_____DAY OF _____, 2014.

_____ _____
CHAIRPERSON DATE

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS PUD ZONING MAP IS TO BE KNOWN AS THE "WISE FARMS PUD ZONING MAP" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO_____ PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON_____ 2014.

_____ _____
MAYOR

ATTEST _____
TOWN CLERK

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS PUD ZONING MAP WAS FILED IN MY OFFICE ON THIS DAY OF_____ 2014 A.D. AND WAS RECORDED AT RECEPTION NUMBER_____.

_____
COUNTY CLERK AND RECORDER

SHEET INDEX
1.....Cover
2.....PUD Plan
3.....PUD Notes

planning & la
people creating spaces
pcl group, inc.
1001 16th street, 38-180
Denver, Co 80265
tel (303) 534-4695
www.pclgroupco.com

engineering
CVL
Contact: Melinda Lonsquist, P.E.
10333 E. Dry Creek Road Suite 240
Englewood, CO 80112
ph(720)929-3539

applicant
Jasper Land Investments, LLC
Contact Person: Jim Dollen
9162 S. Kenwood Court,
Highlands Ranch, CO 80126
303.907.5400

project name

Wise Farms
PUD Zoning Map
Town of Erie, Colorado

sheet title

Cover Sheet

sheet number

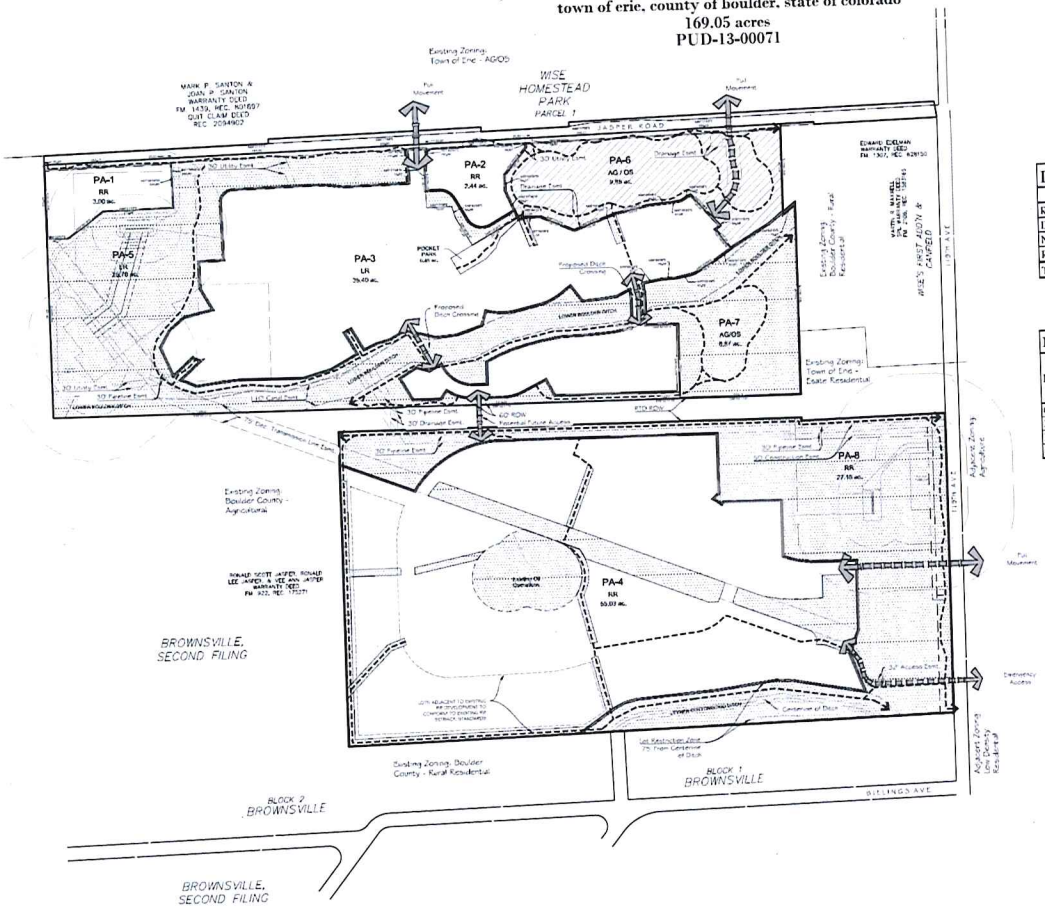
1 of 3

No.	Revisions	Date
5	Address Town Comments	12/22/2014
4	Address Town Comments	10/27/2014
3	Address Town Comments	8/1/2014
2	Address Town Comments	4/25/2014
1	Initial Submittal	11/8/2013

EXHIBIT B

Wise Farms PUD Zoning Map

a part of section 14, township 1 north, range 69 west of the 6th p.m.
town of erie, county of boulder, state of colorado
169.05 acres
PUD-13-00071



Development Summary		
LAND USE	ACRES	% of TOTAL
Residential	95.87	56.71%
Dedicated Parks & Open Space	9.28	5.49%
Non-Dedicated Open Space	62.40	36.91%
R.O.W	1.50	0.89%
Total	169.05	100.00%

Parks & Open Space		
Park Area	Dedication Requirement (Acres)	Dedicated Open Space and Park Provided (Acres)
Open Space	7.87	9.28
Pocket Park	0.23	0.45
Neighborhood Park	1.39	Fee in Lieu
Community Park	2.32	Fee in Lieu

LEGEND
- DEDICATED PUBLIC OPEN SPACE
- PRIVATE OPEN SPACE
- TRAIL CONNECTIONS
- OIL & GAS SETBACKS
- EASEMENT
- ACCESS

SCALE: 1" = 200'

planning & la
people creating spaces
pcs group, inc.
1001 16th street, 35-180
Denver, Co 80202
tel (303) 531-4905
www.pcsgroupco.com

engineering
CVL consultants
Contact: Melinda Lundquist, P.E.
10333 E. Dry Creek Road Suite 240
Englewood, CO 80112
ph:(720)209-1539

applicant
Jasper Land Investments, LLC
Contact Person: Jim Dullea
9162 S. Kenwood Court,
Highlands Ranch, CO 80126
303.902.5400

project name

Wise Farms
PUD Zoning Map
Town of Erie, Colorado

sheet title

PUD Plan

sheet number

2 of 3

No.	Revisions	Date
5	Address Town Comments	12/22/2014
4	Address Town Comments	10/27/2014
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1	Initial Submittal	11/8/2013

Wise Farms PUD Zoning Map

a part of section 14, township 1 north, range 69 west of the 6th p.m.
town of erie, county of boulder, state of colorado
169.05 acres
PUD-13-00071

ARCHITECTURAL STANDARDS - LR ZONING SINGLE FAMILY RESIDENTIAL

1. Architectural Variety and Character

a. Architectural Variety

i. Design Standards

(A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.

(B) No identical model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.

(C) A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.

b. Architectural Character

Each single family detached model plan and elevation shall demonstrate the following design attributes:

i. Design Standards

(A) Each elevation shall include a minimum of two windows (or one window and one door) per floor.

(B) Each front and rear elevation shall include more than one wall plane. Articulation that adds shadow and visual interest is encouraged.

(C) A variety of roof forms should be used. Single unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style.

(D) The main roof should extend beyond the primary facade by a minimum of one foot.

(E) An elevation of the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide three or more of the following design enhancements listed in (1) through (5) below. Applicators of the design enhancement shall be applied in a manner that is consistent with the style of the home. Side and rear elevation design enhancements shall be consistent with the design elements of the front elevations.

(1) The addition of one window unit.
(2) A change in wall plane by providing one or more of the following options:
- An additional wall plane change. Minimum six feet in width and one foot projection.
- A projecting or cantilevered living space.
- A bay or boxed window.
(3) A covered porch or deck.
(4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, trellises, columns or pilasters.
(5) The use of a minimum of two exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.

(F) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. (No exposed 4"x4" posts shall be allowed more than 36 inches above the ground). Columns supporting upper story decks should be 8"x8" minimum finished.

ii. Materials

(A) All exterior materials shall be of high quality, used in applications and treated appropriately to provide an attractive and long lasting appearance.

(B) When masonry cladding is used in locations where its mass is logical and appropriate. In instances where masonry wraps the exterior corner of the home the masonry should continue to a natural transition point such as an inside corner of a projecting wall, a column, a door or window or other logical point. In cases where no such feature exists near the corner, the masonry wrap shall extend at least six feet from the corner.

2. Orientation of Dwellings to the Street

Each residence shall have at least one primary pedestrian doorway for access to the dwelling unit facing and generally visible from the front lot line of the property, and within twelve feet of the most forward plane of the ground level living space. On corner lots, the pedestrian doorway may face any adjacent street.

3. Garages

These regulations for garages shall be applied to non-living space or storage areas within garages whether used for storage of automobiles or other items.

a. Diversity of Garage Orientation:

(A) All single family homes shall provide garages that meet one of the requirements below, and a variety in garage orientation by providing a minimum of two of the following garage orientations on any subdivision filing.
- Recessed garage; where the primary garage door generally faces the front lot line and the garage is recessed a minimum of two feet behind the most forward plane of the main floor living space or a front porch.
- Projecting garages; where the primary garage door generally faces the front lot line and the garage projects no more than fifteen feet from the front door.
- Side loaded garages.
- Garages recessed a minimum of two feet beneath a second floor living space.

b. Width/Facade Ratio

The width of a front loaded garage shall not exceed 65% of the width of the front elevation.

c. Three or More Car Garage Orientation

The third bay of of any three bay or more garage shall either:
i. Have a different orientation from the first two; or
ii. Shall be recessed behind the first two by at least two feet when having the same orientation; or
iii. Shall be tandem to the first two.

4. Front Stoop

For model plans with a front stoop; the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a covered front stoop shall be three feet in width from the side of the front door. Covered platforms that exceed three feet in width from the side of the front door shall be considered a front porch.

5. Front Porches

For model plans with a front porch; the front porch shall be a minimum size of fifty square feet, excluding the stoop with a minimum depth of five feet.

Wise Farms Dimensional Standards Summary Chart

PLANNING AREA	ZONE DISTRICT	MIN LOT WIDTH	MIN LOT NET AREA (SF)	FRONT SETBACK	FRONT SETBACK (PORCH)	STREET SETBACK (SIDE OF HOME)	INTERIOR LOT LINE SETBACK	REAR SETBACK	MAX. HEIGHT
PA-1 - SFD Homes	LR	55' (2)	5,750	20'	15'	10'	5'	20' (1)	35'
PA-4 - SFD Homes	RR	100' (2)	40,000	30' (3)(4)	30' (3)	30' (3)	10' (3)	30' (3)(4)	35'

1. Unenclosed covered patios may project up to eight (8) feet into a rear setback. The projection shall be at least five (5) feet from the property line.
2. The minimum lot width shall be measured from the front setback line and shall be increased on corner lots to accommodate the street setback
3. PA-1, PA-2, and PA-4 lots that are adjacent to the exterior boundary of Wise Farms shall conform to the underlying RR-Rural zoning setbacks.
4. Accessory Dwelling Units (ADU) shall be a Permitted Use by Right in PA-4. For a detached ADU, the minimum front setback shall be 40 feet; and, the minimum rear setback shall be 30 feet. Side setbacks shall follow setbacks listed in the table above. ADUs on PA-4 lots that are adjacent to the exterior boundary of Wise Farms shall conform to the underlying RR-Rural zoning setbacks. All ADUs shall conform to the Standards found in the Municipal Code.

PUD Land Use Summary

TRACT	ZONE DISTRICT	AREA (ACRES)	PRIMARY USE	DWELLING UNITS	DEDICATED OPEN SPACE
RESIDENTIAL					
PA-1	RR	3.00	SFD	1	0
PA-2	RR	2.44	SFD	1	0
PA-3	LR	35.40	SFD	125	0
PA-4	RR	55.03	SFD	39	0
SUBTOTAL:		95.87		166	0
NON-RESIDENTIAL					
RIGHT OF WAY		1.50			0
SUBTOTAL:		1.50			0
PA-5	LR	25.78	OPEN SPACE		0
PA-6	AG/OS	9.85	OPEN SPACE		9.28
PA-7	AG/OS	8.87	OPEN SPACE		0
PA-8	RR	27.18	OPEN SPACE		0
SUBTOTAL:		71.68			9.28
TOTAL:		169.05		166	9.28

planning & la
people creating spaces
pcl group, inc.
1001 16th street, 350 BC
Denver, Co 80265
tel (303) 531-4905
www.pclgroupco.com

engineering
CVL consultants
Contact: Melinda Lundquist, P.E.
10333 E. Dry Creek Road Suite 240
Englewood, CO 80112
ph:(720)249-6539

applicant
Jasper Land Investments, LLC
Contact Person: Jim Dallas
9162 S. Kenwood Court,
Highlands Ranch, CO 80126
303.905.5400

project name

Wise Farms
PUD Zoning Map
Town of Erie, Colorado

sheet title

PUD Notes

sheet number

3 of 3

No.	Revisions	Date
5	Address Town Comments	12/22/2014
4	Address Town Comments	10/27/2014
3	Address Town Comments	8/1/2014
2	Address Town Comments	4/25/2014
1	Initial Submittal	11/8/2013

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**RESOLUTIONS:** **Consideration of Resolution No. 15-66**: A Resolution Of The Town Of Erie, Colorado, Making Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The Preliminary Plat For The Wise Farms Property; Denying The Application For The Preliminary Plat For The Wise Farms Property; And, Setting Forth Details In Relation Thereto.
CODE:	Town of Erie Municipal Code, Title 10
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

SUMMARY AND BACKGROUND OF SUBJECT MATTER

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Resolution No. 15-66 for the Wise Farms Preliminary Plat. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft a resolution denying the Wise Farms Preliminary Plat. Staff has provided revised Resolution No. 15-66 denying the proposed the Wise Farms Preliminary Plat for not being in compliance with seven of the Approval Criteria in Municipal Code Title 10, Section 7.7 C.10

Staff Review:

_____ **Town Attorney**

_____ **Town Clerk**

PMO **Community Development Director**

_____ **Finance Director**

_____ **Police Chief**

_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Resolution No. 15-66

ATTACHMENT A

RESOLUTION NO. 15-66

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE PRELIMINARY PLAT FOR THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE PRELIMINARY PLAT FOR THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado ("Board"), held a legally noticed and duly conducted Public Hearing for the Wise Farms Preliminary Plat on Tuesday, May 26, 2015 and June 23, 2015, on the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, such Preliminary Plat being a plat of the following real property; to wit:

See "Exhibit A," attached hereto and incorporated herein by this reference (the "Wise Farms Property"); and,

WHEREAS, the Planning Commission of the Town of Erie, Colorado, conducted a Public Hearing on the application for the Wise Farms Preliminary Plat on January 21, 2015, and;

WHEREAS, the Planning Commission made a recommendation to the Board for denial of the Wise Farms Preliminary Plat application, based on the Planning Commission's Findings of Fact, and;

WHEREAS, the application for Preliminary Plat is detailed on Exhibit B: Wise Farms Preliminary Plat, dated December 29, 2015.

WHEREAS, said Wise Farms Preliminary Plat is incorporated herein and made part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. Findings of Fact.

1. Following a duly noticed and conducted public hearing, the Board of Trustees found and determined that the application for the Wise Farms Preliminary Plat is not in compliance with the following required approval criteria as specified in Title 10, Section 7.7 C.10 of the Town of Erie Municipal Code, and makes the following findings of fact:

   a. The subdivision is not generally consistent with the Town's Comprehensive Master Plan.

b. The subdivision is not generally consistent with and does not implement the intent of the specific zoning district in which it is located.

c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision are not designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.

d. The subdivision does not comply with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

e. The subdivision will result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.

f. The subdivision will not be integrated and connected with adjacent development through street connections, sidewalks, trails, and similar features.

g. The subdivision will result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

2. That the Wise Farms Preliminary Plat as proposed, will not preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

Section 2. Conclusions and Order Denying the Wise Farms Preliminary Plat.

Based upon the Findings of Fact, the Board finds and concludes that the application for the Wise Farms Preliminary Plat is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.7 C.10, and based thereon, hereby denies the Wise Farms Preliminary Plat application.

ADOPTED AND APPROVED THIS ____ DAY OF _____ 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A
(Wise Farms Legal Description)

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCEE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

173.929 ACRES – 166 LOTS/25 TRACTS

PP 13–00012

SHEET 1 OF 14

LEGAL DESCRIPTION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED WARRANT THAT THEY ARE OWNERS OF A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH PARCEL:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST–SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF NORTH 119TH STREET;

THENCE CONTINUING SOUTH 88°24'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°24'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'21" WEST, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT–OF–WAY, SAID RIGHT–OF–WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT–OF–WAY LINE , A DISTANCE OF 1314.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 89°42'11" WEST ALONG SAID NORTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 00°29'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 1119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 88°21'32" EAST, A DISTANCE OF 1314.39 FEET;
2. NORTH 88°17'58" EAST, A DISTANCE OF 1317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING NORTH 88°17'58" EAST, A DISTANCE OF 589.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE SOUTH 00°09'21" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE NORTH 50°52'13" EAST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE SOUTH 00°09'21" EAST, DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,782,135 SQUARE FEET OR 86.826 ACRES, MORE OR LESS.

TOGETHER WITH:

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST–SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE TO NORTH 119TH STREET;

THENCE SOUTH 00°04'01" EAST, ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 0.14 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT–OF–WAY, SAID RIGHT–OF–WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°04'01" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1316.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.39 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT–OF–WAY, SAID RIGHT–OF–WAY BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

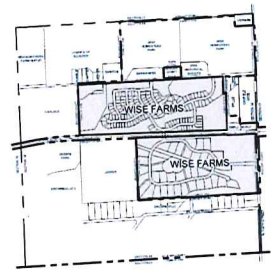
THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 620.87 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID PREVIOUS UNION PACIFIC RAILROAD RIGHT–OF–WAY;

THENCE NORTH 89°42'11" EAST, ALONG SAID SOUTHERLY RAILROAD RIGHT–OF–WAY LINE, A DISTANCE OF 6.40 FEET TO THE POINT OF BEGINNING.

SAID SOUTH PARCEL CONTAINING A CALCULATED ARE OF 3,581,472 SQUARE FEET OR 82.219 ACRES, MORE OR LESS.

TOGETHER WITH:



VICINITY MAP

SCALE: 1" = 1000'

LEGAL DESCRIPTION (CONTINUED)

JASPER ROAD RIGHT OF WAY PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, AND ASSUMING THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14 TO BEAR SOUTH 00°04'01" EAST, 1316.88 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°29'33" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF JASPER ROAD;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 88°21'32" EAST, A DISTANCE OF 986.68 FEET;
2. NORTH 00°15'36" WEST, A DISTANCE OF 20.01 FEET;
3. NORTH 88°21'32" EAST, A DISTANCE OF 327.86 FEET;
4. NORTH 88°17'58" EAST, A DISTANCE OF 604.84 FEET;
5. SOUTH 00°09'21" EAST, A DISTANCE OF 20.01 FEET;
6. NORTH 88°17'58" EAST, A DISTANCE OF 385.00 FEET;
7. NORTH 00°09'21" WEST, A DISTANCE OF 20.01 FEET;
8. NORTH 88°17'58" EAST, A DISTANCE OF 1604.42 FEET;

THENCE SOUTH 08°12'42" EAST, A DISTANCE OF 70.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 88°17'58" WEST, A DISTANCE OF 540.23 FEET;
2. NORTH 00°04'41" WEST, A DISTANCE OF 10.00 FEET;
3. SOUTH 88°17'58" WEST, A DISTANCE OF 2063.81 FEET;
4. SOUTH 88°21'32" WEST, A DISTANCE OF 1314.39 FEET;

THENCE NORTH 00°29'33" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID JASPER ROAD RIGHT OF WAY PARCEL CONTAINING A CALCULATED AREA OF 212,737 SQUARE FEET OR 4.884 ACRES, MORE OR LESS.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT OF WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS AND RIGHTS–OF–WAY AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF **WISE FARMS PRELIMINARY PLAT** AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF ERIE, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, AND EASEMENTS FOR PUBLIC PURPOSES SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°04'01" EAST AND MONUMENTED AS SHOWN HEREON.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.

LAND SUMMARY CHART

TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL	65.864 AC.	37.87%
TRACTS	81.581 AC.	46.90%
PUBLIC ROW	26.484 AC.	15.23%
TOTAL	173.929 AC.	100%

TRACT SUMMARY TABLE

TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
A	2.45 AC.	DRAINAGE / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
B	2.31 AC.	UTILITY / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
C	0.55 AC.	DRAINAGE / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
D	3.03 AC.	OIL & GAS OPERATIONS / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
E	12.56 AC.	IRRIGATION DITCH / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
F	0.24 AC.	EMERGENCY ACCESS / TRAIL CORRIDOR	METRO DIST/HOA	METRO DIST/HOA
G	8.87 AC.	IRRIGATION DITCH / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
H	3.64 AC.	IRRIGATION DITCH / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
I	7.15 AC.	OPEN SPACE	TOWN OF ERIE	TOWN OF ERIE
J	0.08 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
K	0.45 AC.	POCKET PARK	METRO DIST/HOA	METRO DIST/HOA
L	9.70 AC.	OIL & GAS OPERATIONS	METRO DIST/HOA	METRO DIST/HOA
M	11.40 AC.	OIL & GAS, DRAINAGE, UTILITY, IRRIGATION DITCH, OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
N	0.10 AC.	DRAINAGE & UTILITY / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
O	0.12 AC.	DRAINAGE & UTILITY / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
P	2.12 AC.	IRRIGATION DITCH / OPEN SPACE	TOWN OF ERIE	TOWN OF ERIE
Q	0.74 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
R	13.71 AC.	OIL & GAS OPERATIONS / OPEN SPACE	WISE HOMESTEAD	WISE HOMESTEAD
S	0.44 AC.	OIL & GAS OPERATIONS	WISE HOMESTEAD	WISE HOMESTEAD
T	0.20 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
U	0.32 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
V	0.18 AC.	PIPELINE & ACCESS / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
W	0.20 AC.	PIPELINE & ACCESS / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
X	0.43 AC.	PIPELINE & ACCESS / OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
Y	0.26 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA
Z	0.33 AC.	OPEN SPACE	METRO DIST/HOA	METRO DIST/HOA

NOTES: (CONT'D)

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS–OF–WAY, AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABJ70339758.1–2 EFFECTIVE DATE: OCTOBER 28, 2013 AT 5:00 P.M. AS TO THE NORTH PARCEL AND LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABJ70339758.2–5 EFFECTIVE DATE: APRIL 08, 2014 AT 5:00 P.M. AS TO THE SOUTH PARCEL.

4. 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 THE CERTIFICATION SHOWN HEREON.

5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

6. THE FOLLOWING RECORDED EASEMENTS WILL BE VACATED BY SEPARATE DOCUMENT:
   BLANKET ACCESS EASEMENT, RECORDED UNDER REC. NO. 707261
   30' ELECTRIC AND ACCESS EASEMENT, RECORDED UNDER REC. NO. 1011773
   25' PIPELINE RIGHT–OF–WAY, RECORDED UNDER REC. NO. 1454161 & REC. NO 1454162
   25' PIPELINE RIGHT–OF–WAY, RECORDED UNDER REC. NO. 707261 & REC 707266
   50' PIPELINE RIGHT–OF–WAY, RECORDED UNDER REC. NO. 707266

7. EXISTING ACCESS FROM JASPER ROAD TO LOT 1, BLOCK 17 SHALL REMAIN.

8. THE UNITED STATES EASEMENTS ARE RESTRICTED AREAS AND ALL CONSTRUCTION ACTIVITIES WITHIN SAID EASEMENTS SHOULD BE COORDINATED WITH WESTERN AREA POWER ADMINISTRATION, P.O. BOX 3700, LOVELAND, COLORADO, 80539–3003, (970–461–7200). NO BUILDINGS, STRUCTURES, OR TREES ARE ALLOWED WITHIN THE EASEMENT. ONLY LOW GROWING PLANTS NOT EXCEEDING 10 FEET IN MAXIMUM MATURE HEIGHT, NO FENCES SHALL BE CONSTRUCTED WITHIN OR ACROSS THE EASEMENT WITHOUT WRITTEN APPROVAL BY WESTERN AREA POWER ADMINISTRATION. EXCAVATION IS NOT PERMITTED WITHIN 50 FEET OF ANY TRANSMISSION LINE STRUCTURE. THE EASEMENT WIDTH IS 75 FEET, 37.5 FEET EACH SIDE OF THE CENTERLINE.

9. NON–EXCLUSIVE BLANKET EASEMENTS ARE HEREBY DEDICATED THROUGH ALL OF TRACTS V, W, AND X FOR OIL AND GAS PIPELINE USES.

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No	Revisions	Date	Int	Appr	Date

JASPER LAND INVESTMENTS, LLC
9162 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126

SCALE	DRAWN BY	SHEET NO
AS NOTED	RGL/JLR/MJP	1 OF 14
FILE NO	CHECKED BY MTH	
	DATE 12/29/2014	

Exhibit B
(Wise Farms Preliminary Plat)

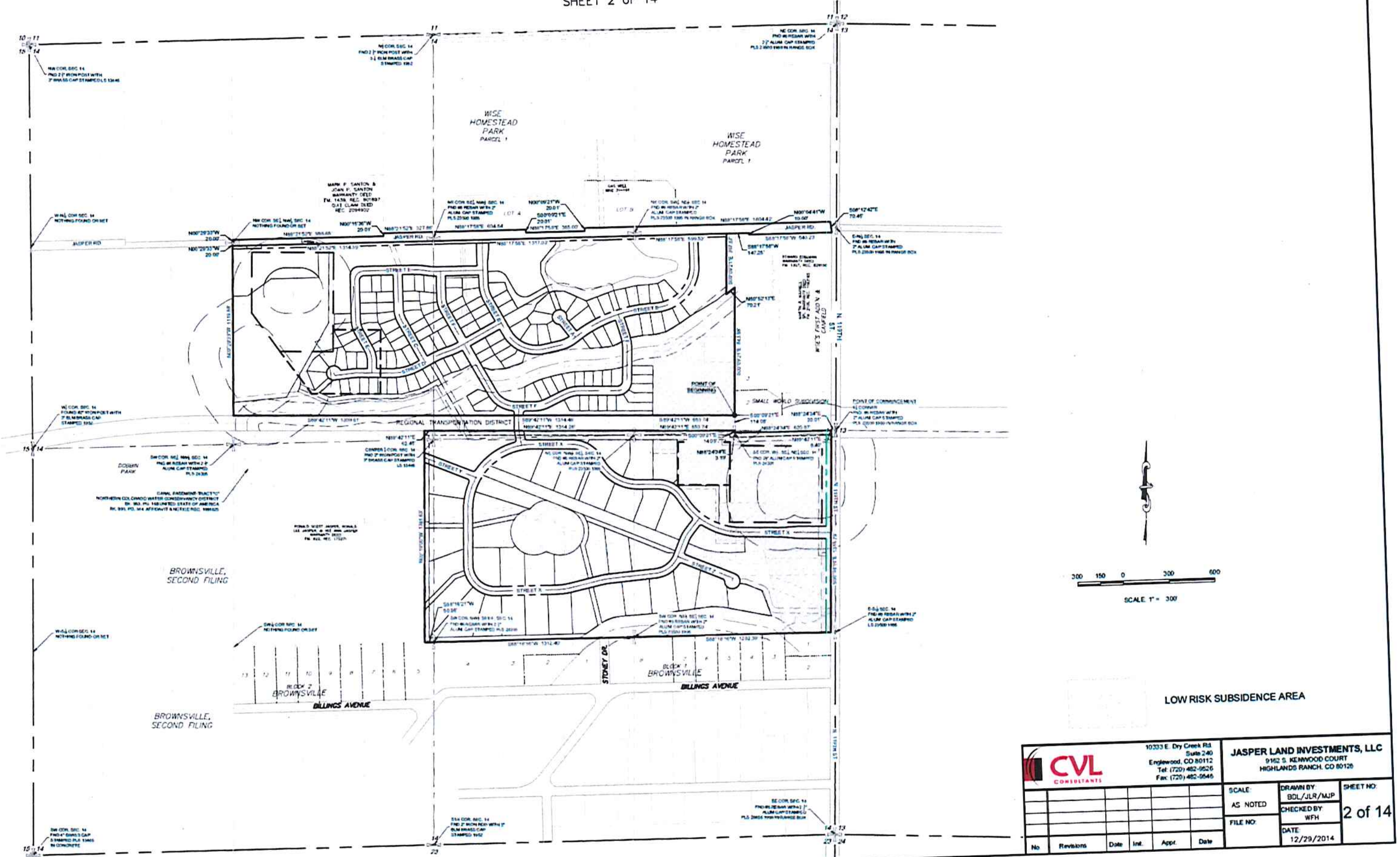
WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

173.929 ACRES – 166 LOTS/25 TRACTS

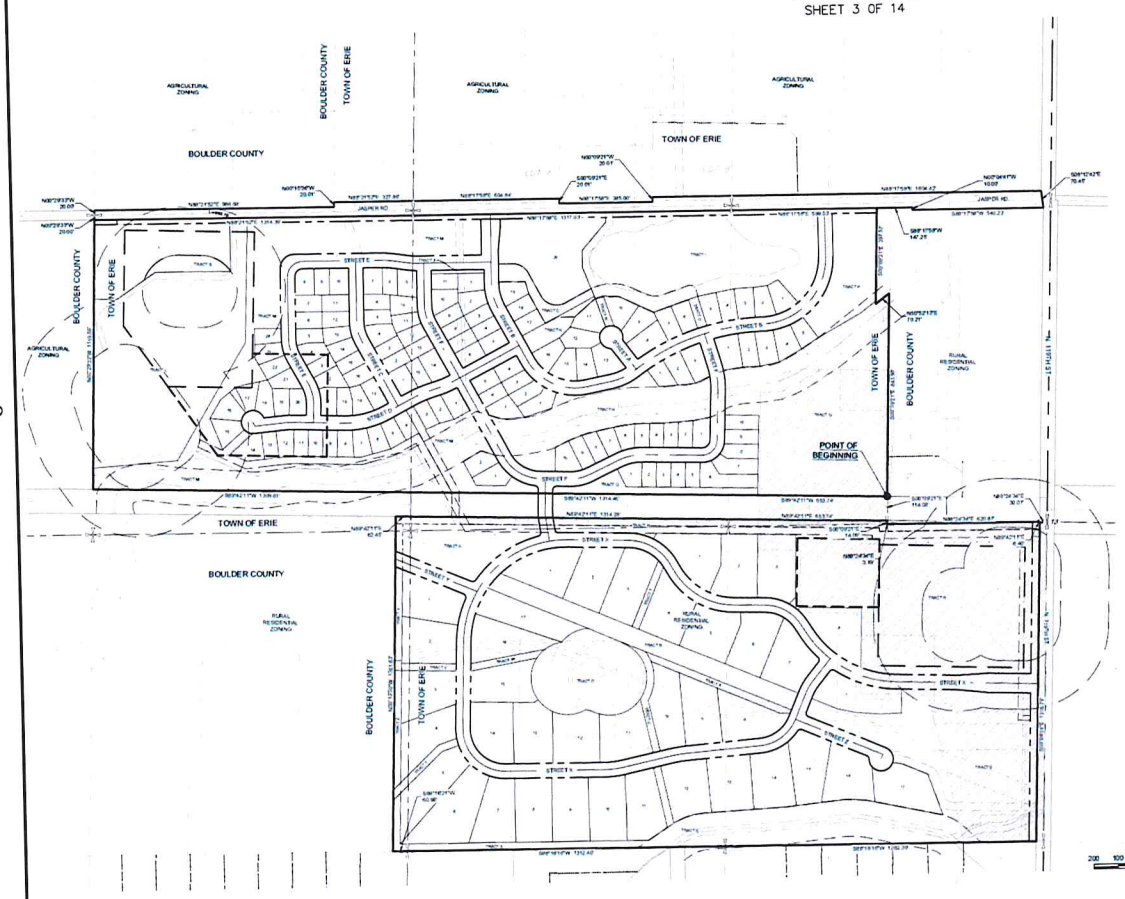
PP 13–00012

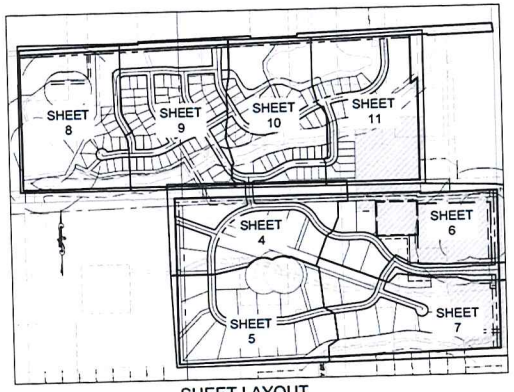
SHEET 2 OF 14



WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 3 OF 14





SHEET LAYOUT
SCALE 1" = 400'

LOW RISK SUBSIDENCE AREA

200 100 0 200 400
SCALE 1" = 200'

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9192 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126

No	Revisions	Date	Int	Appr	Date

SCALE	AS NOTED
FILE NO	
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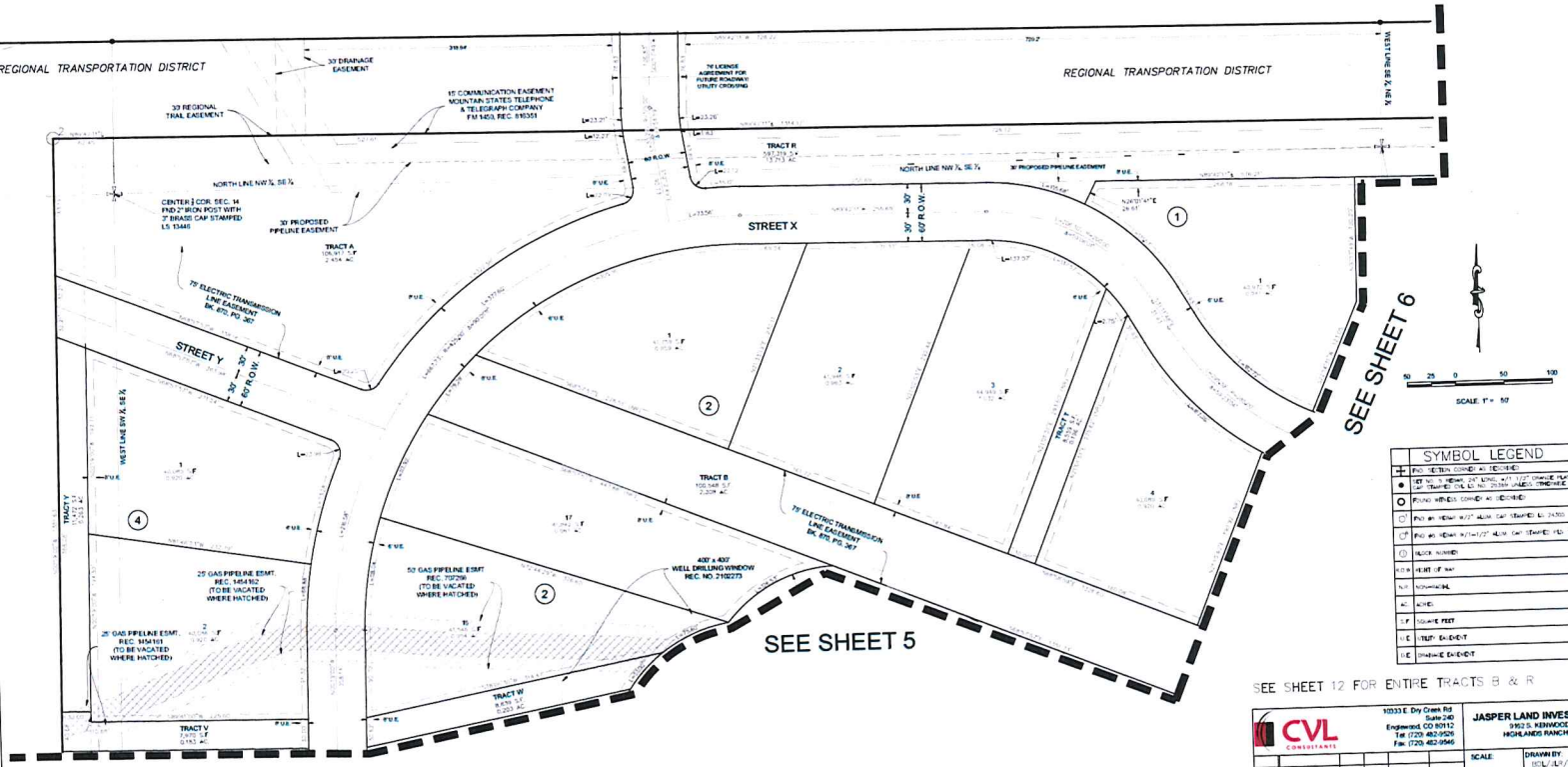
CHECKED BY	WFH
DATE	12/29/2014
SHEET NO	3 of 14

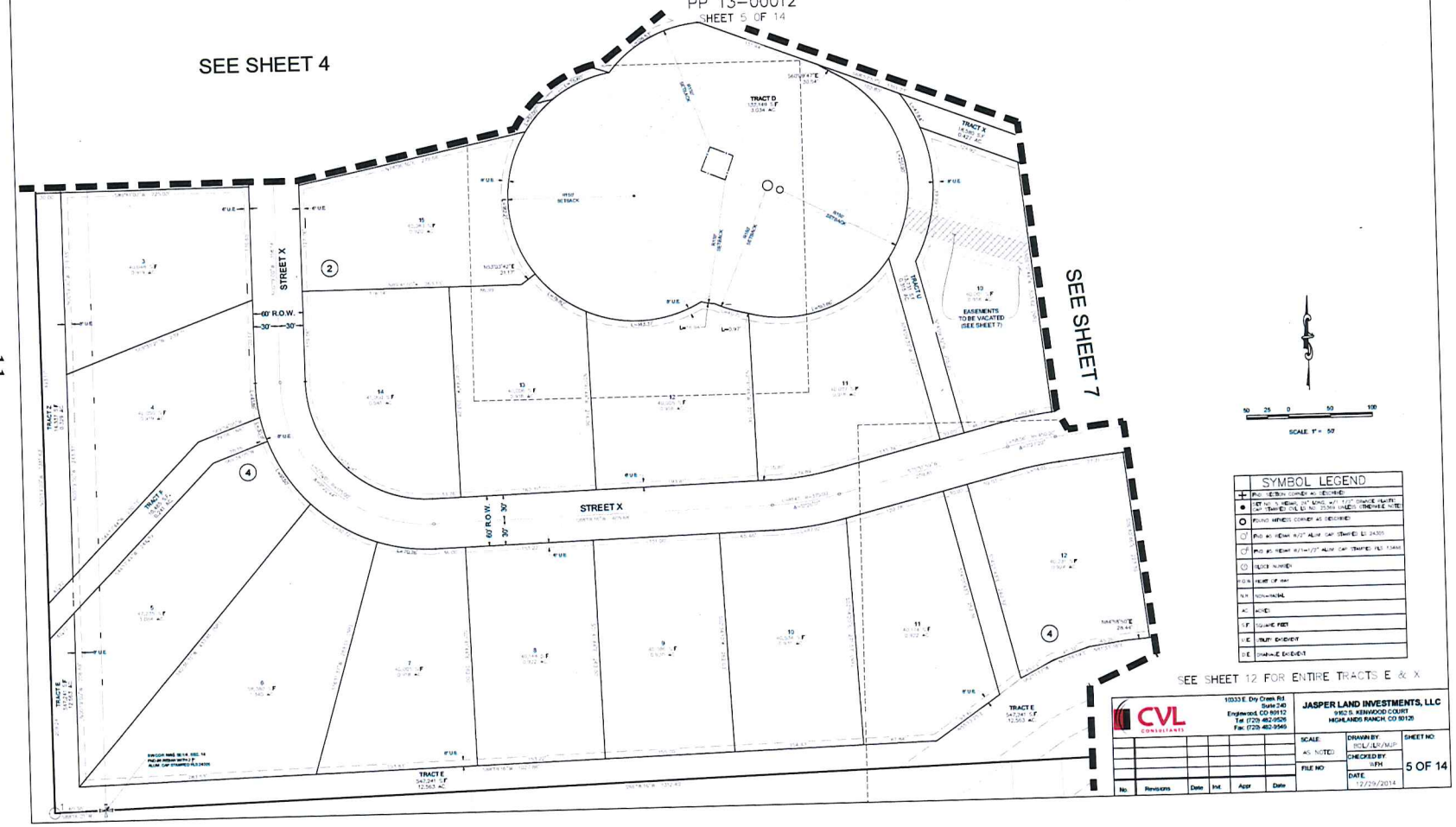
WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 4 OF 14



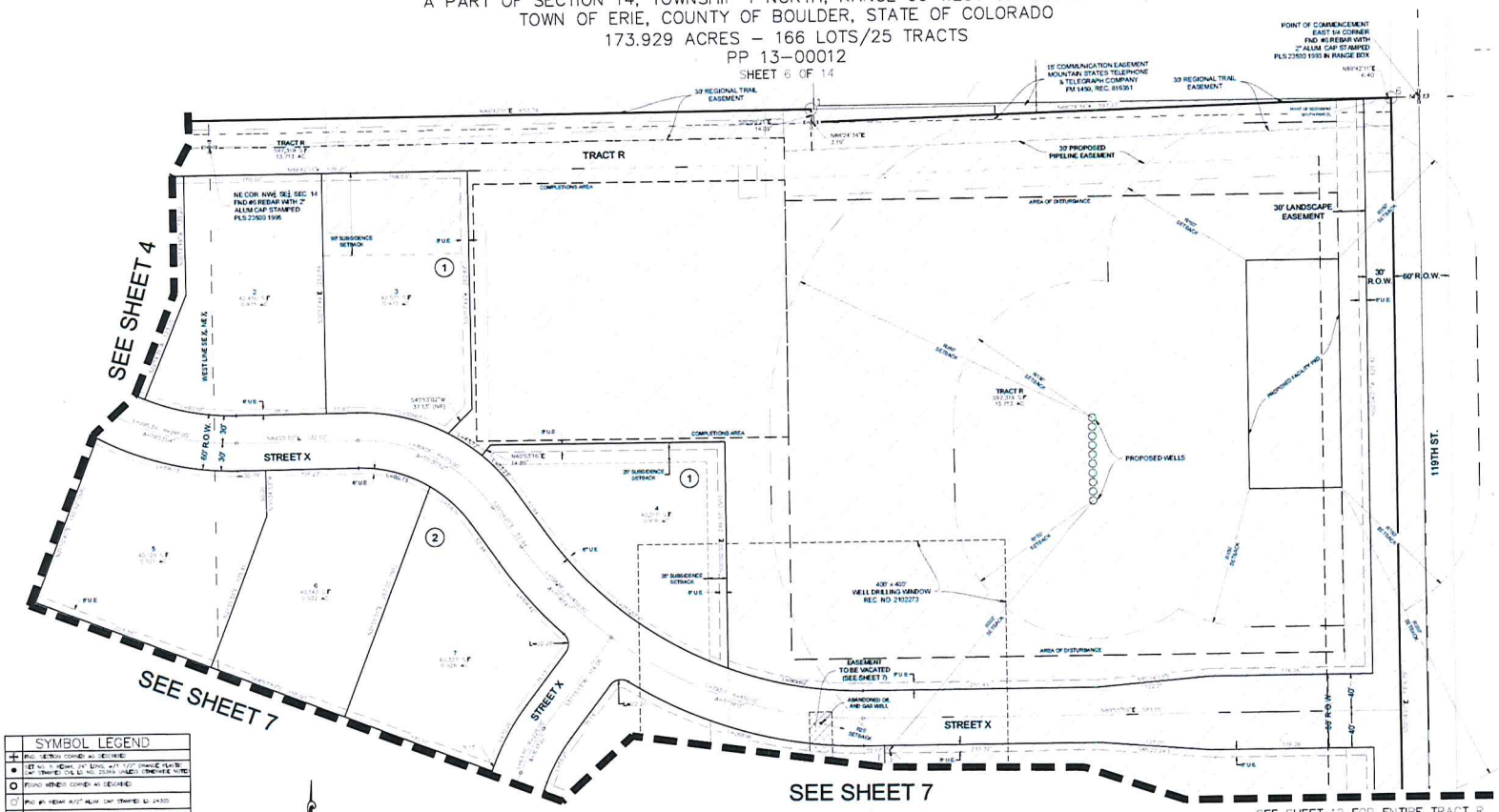
WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13-00012
SHEET 5 OF 14



WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 6 OF 14



SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
	SET NO. 5 REBAR, 24" LONG, WITH 1-1/2" ORANGE PLASTIC CAP STAMPED PLS 23.3616 UNLESS OTHERWISE NOTED
	FOUND WITNESS CORNER AS DESCRIBED
	FND #5 REBAR W/2" ALUM. CAP STAMPED LS 24320
	FND #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
	HOLDER NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

NOTES:
1. ALLOWABLE BUILDING AREAS FOR LOTS 3 & 4, BLOCK 1 HAVE BEEN ESTABLISHED WITH REGARD TO UNDERMINING IN CONSIDERATION OF ETL THOMPSON "SUPPLEMENTAL MINE SUBSIDENCE RISK INVESTIGATION" LETTER DATED 10/25/2013. IN SOME CASES, MINIMUM ALLOWABLE SETBACKS PER ZONING REQUIREMENTS MIGHT DICTATE.

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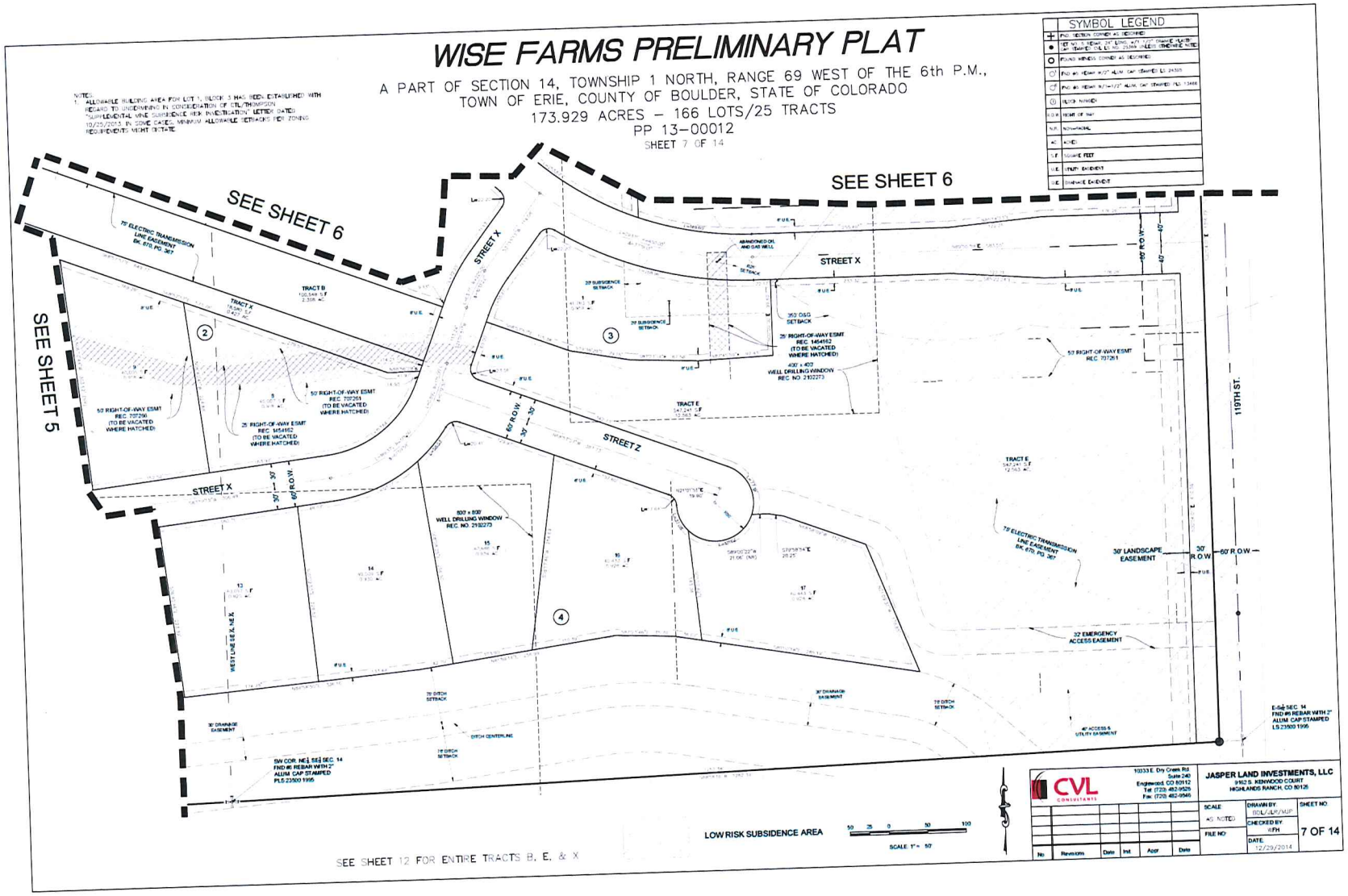
HIGHLANDS RANCH, CO 80126

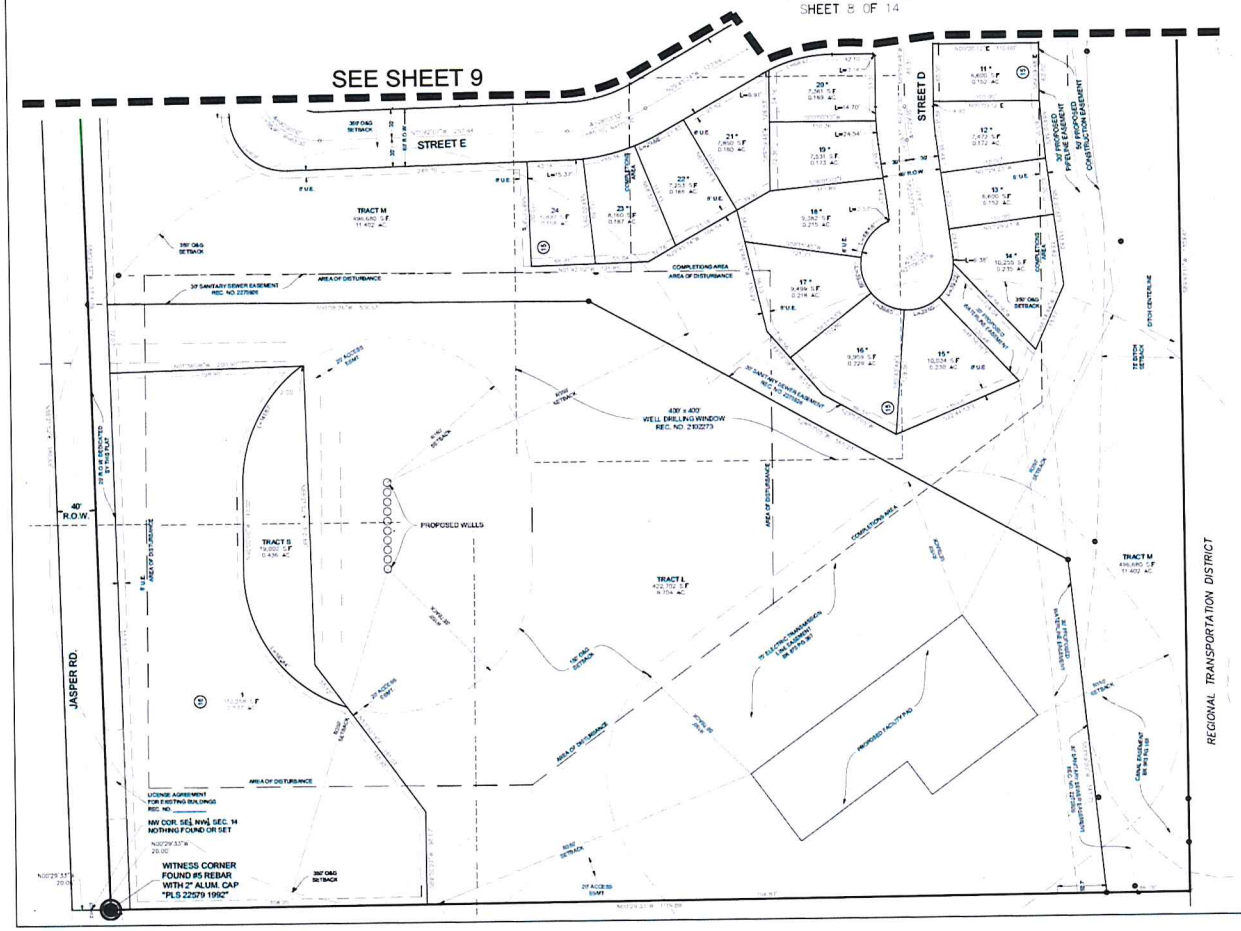
No.	Revisions	Date	Int.	Appr.	Date

SCALE: AS NOTED
FILE NO:
DRAWN BY: BDL/DLR/MJP
CHECKED BY: RFH
DATE: 12/29/2014
SHEET NO: 6 OF 14


WISE FARMS PRELIMINARY PLAT
A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13-00012
SHEET 7 OF 14
SYMBOL LEGEND
SEE SHEET 6
SEE SHEET 6
SEE SHEET 5
STREET X
STREET Z
119TH ST.
TRACT B
TRACT E
50' RIGHT-OF-WAY ESMT REC. 707261 (TO BE VACATED WHERE HATCHED)
25' RIGHT-OF-WAY ESMT REC. 1454162 (TO BE VACATED WHERE HATCHED)
75' ELECTRIC TRANSMISSION LINE EASEMENT BK. 670, PG. 367
30' LANDSCAPE EASEMENT
32' EMERGENCY ACCESS EASEMENT
LOW RISK SUBSIDENCE AREA
SEE SHEET 12 FOR ENTIRE TRACTS B, E, & X
CVL CONSULTANTS
JASPER LAND INVESTMENTS, LLC
9162 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126
SHEET NO.
7 OF 14

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 8 OF 14



NOTES:
1. LOTS DENOTED WITH "*" ARE RESTRICTED LOTS. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS SHALL BE LOCATED, CONSTRUCTED OR INSTALLED WITHIN THE OIL AND GAS OPERATIONS AREAS UNTIL AFTER CONSTRUCTION OF ALL PERMANENT FACILITIES.

SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 5 REBAR, 24" LONG, w/1 1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 25309 UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
①	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

SCALE 1" = 50'

SEE SHEET 13 FOR ENTIRE TRACT M

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HIGHLANDS RANCH, CO 80126

No.	Revisions	Date	Int.	Appr.	Date

SCALE: AS NOTED
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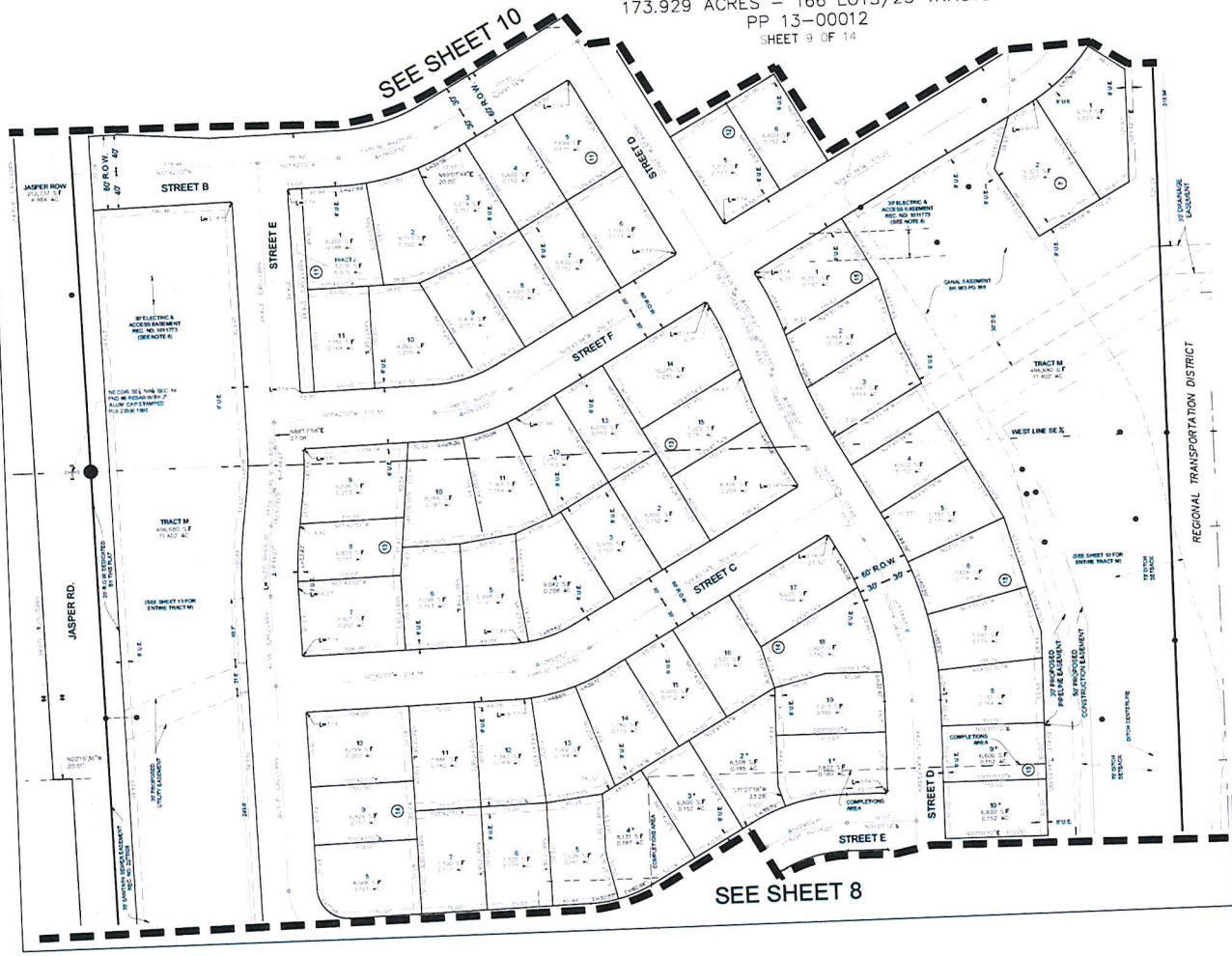
SHEET NO: 8 OF 14

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 9 OF 14



NOTES:
1. LOTS DENOTED WITH "*" ARE RESTRICTED LOTS. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS SHALL BE LOCATED, CONSTRUCTED OR INSTALLED WITHIN THE OIL AND GAS OPERATIONS AREAS UNTIL AFTER CONSTRUCTION OF ALL PERMANENT O&G FACILITIES.

SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 5 REBAR, 24" LONG, w/1 1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 25369 UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
	FND #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
	FND #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
①	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

SEE SHEET 13 FOR ENTIRE TRACT M AND JASPER R.O.W.

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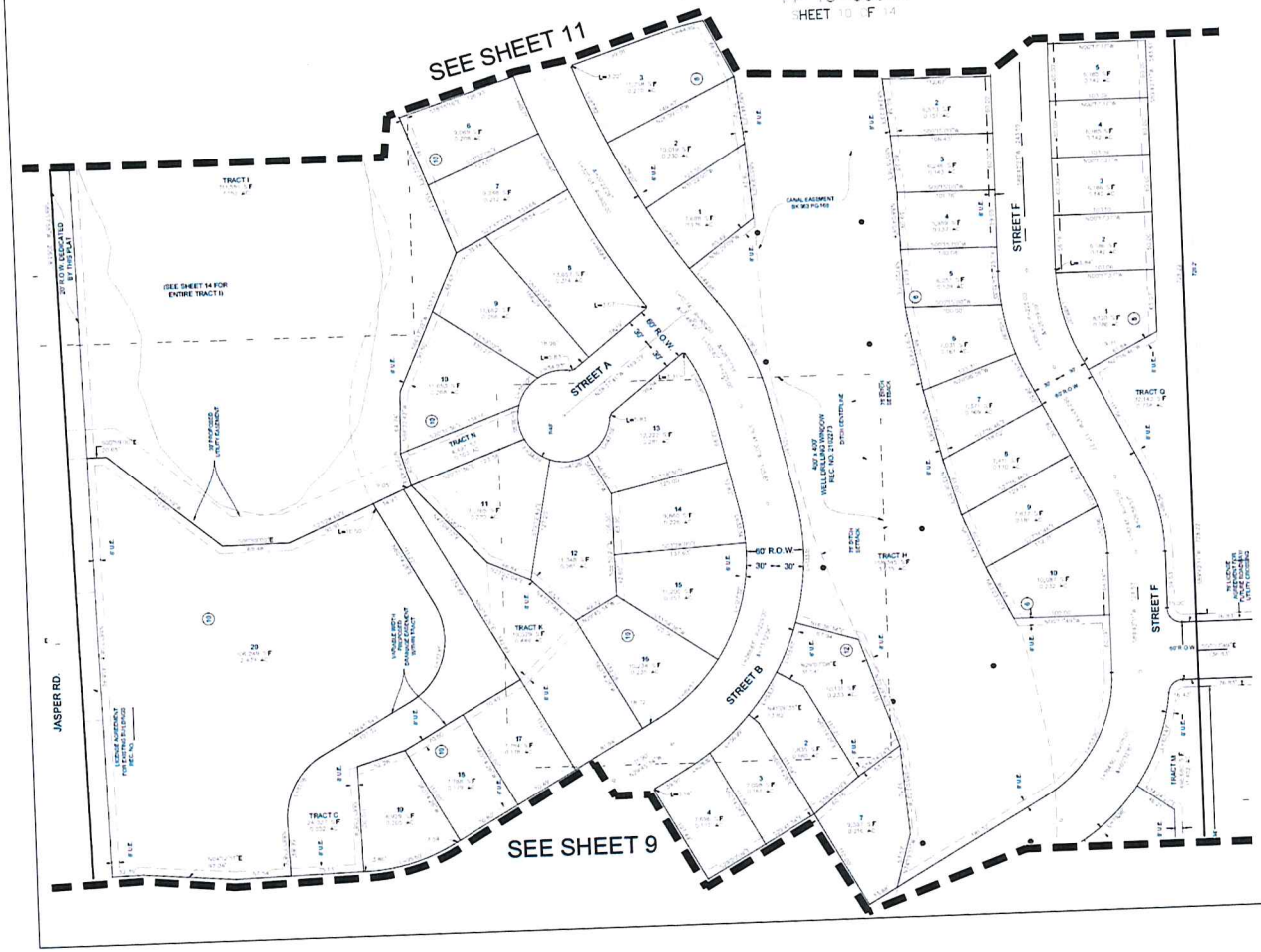
No.	Revisions	Date	Int.	Appr.	Date

SCALE: AS NOTED	DRAWN BY: BCE/JLD/MJP	SHEET NO. 9 OF 14
FILE NO:	CHECKED BY: WFH	
	DATE: 12/29/2014	

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13-00012
SHEET 10 OF 14



	SYMBOL LEGEND
+	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 5 REBAR, 24" LONG, W/1 1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 26369 UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
⊙	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
⊙	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED LS 13466
⊙	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

SCALE: 1" = 50'

SEE SHEET 13 FOR ENTIRE TRACTS M, Q, & JASPER R.O.W.
SEE SHEET 14 FOR ENTIRE TRACTS H & I

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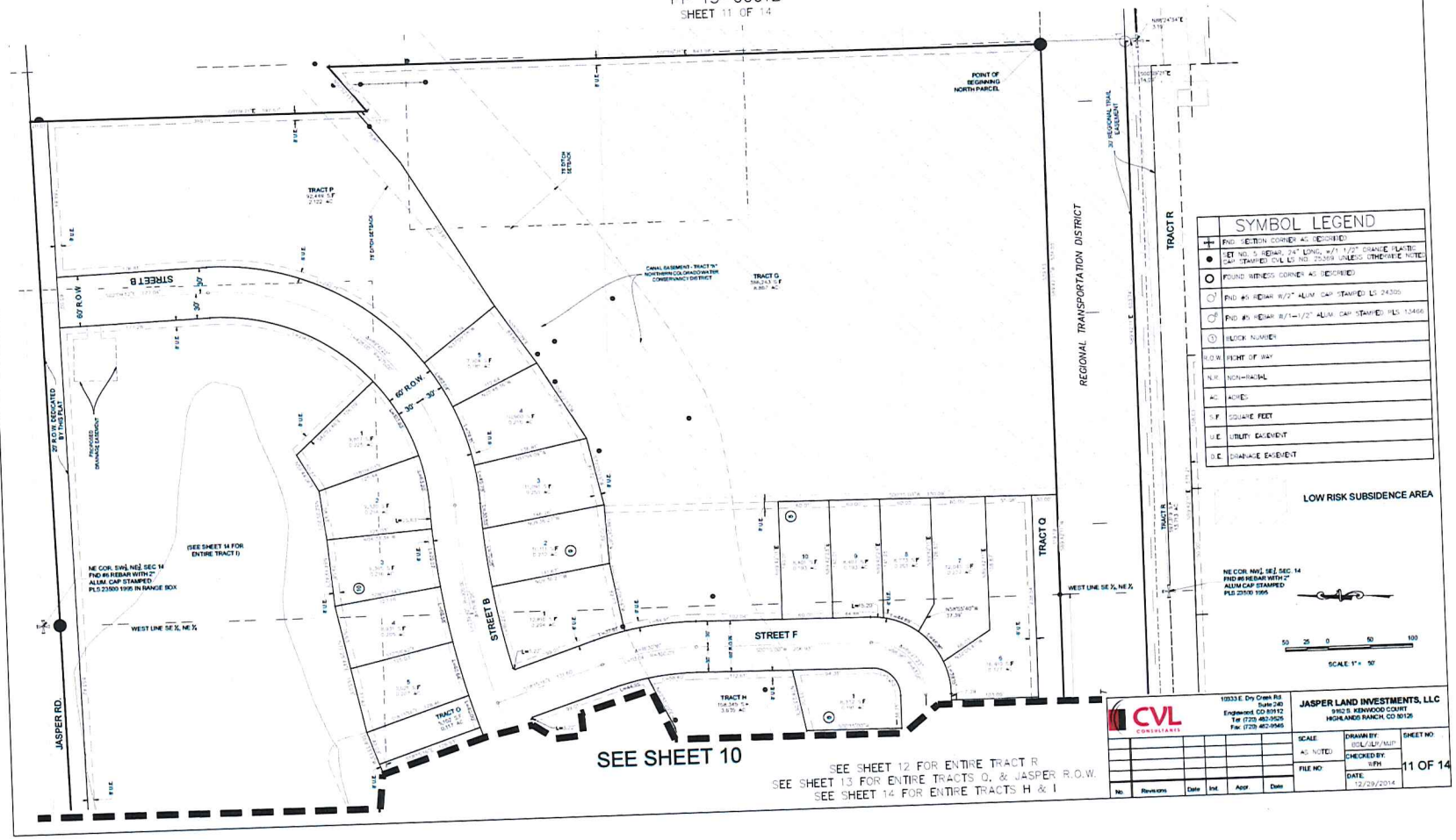
No.	Revisions	Date	Int.	Appr.	Date

SCALE: AS NOTED
FILE NO:
DRAWN BY: RCL/JLK/MJR
CHECKED BY: JFH
DATE: 12/29/2014
SHEET NO: 10 OF 14

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 11 OF 14



SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
	SET NO. 5 REBAR, 24" LONG, w/1 1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 25369 UNLESS OTHERWISE NOTED
	FOUND WITNESS CORNER AS DESCRIBED
	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
1	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

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No.	Revisions	Date	Int.	Appr.	Date

SCALE	DRAWN BY	SHEET NO
AS NOTED	BGL/GLF/MJP	11 OF 14
FILE NO:	CHECKED BY: RPH	
	DATE: 12/29/2014	

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
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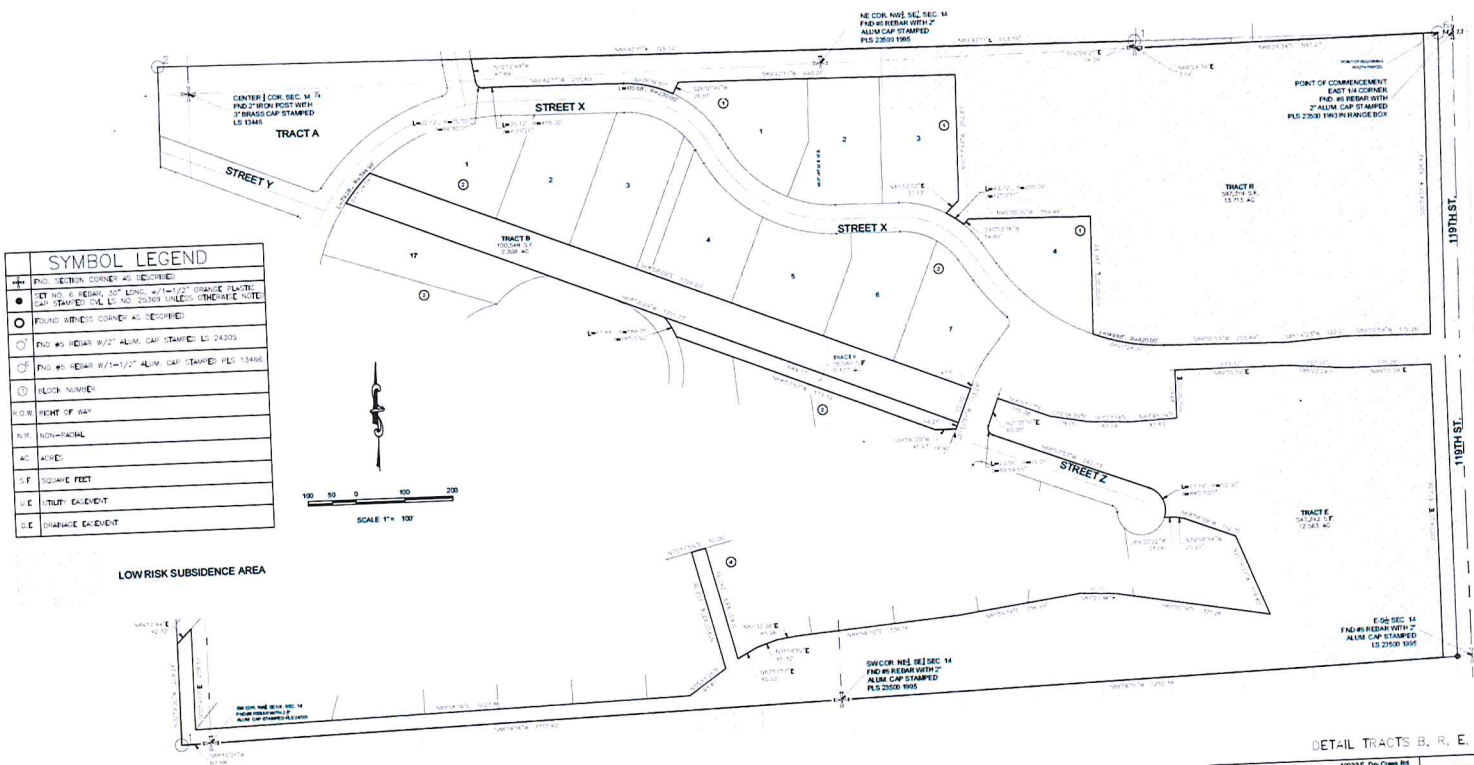
PP 13-00012
SHEET 12 OF 14



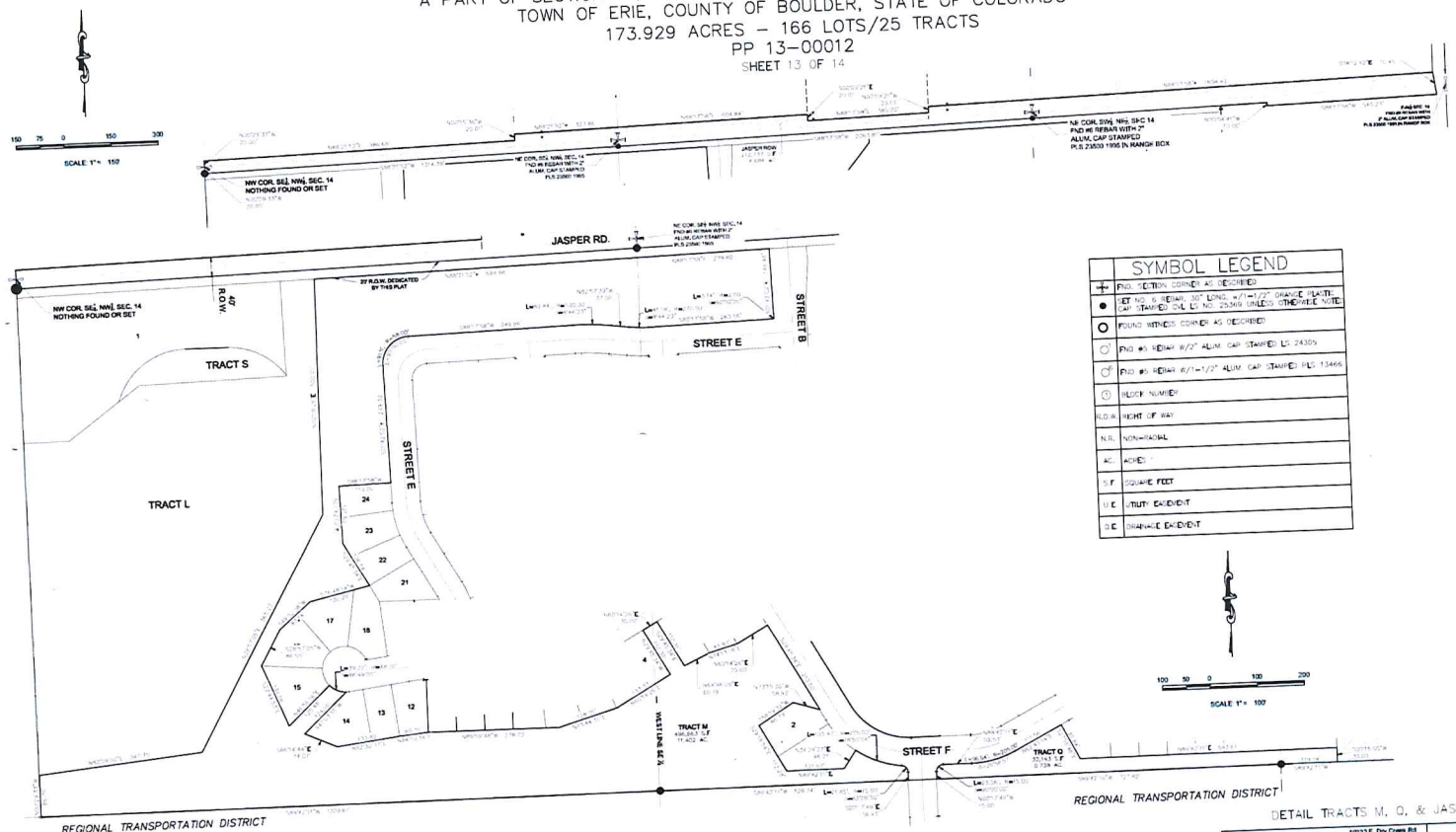
SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 6 REBAR, 30" LONG, W/1-1/2" ORANGE PLASTIC CAP STAMPED "CVL LS NO. 23500" UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
①	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

DETAIL TRACTS B, R, E, & X

CVL CONSULTANTS	10333 E. Dry Creek Rd Suite 240 Englewood, CO 80112 Tel: (720) 482-9526 Fax: (720) 482-9546	JASPER LAND INVESTMENTS, LLC 3162 S. KENWOOD COURT HIGHLANDS RANCH, CO 80126					
No	Revisions	Date	Int.	Appr.	Date	SCALE: AS NOTED	DRAWN BY: BDL/JDR/MJP
						FILE NO:	CHECKED BY: WPH
							DATE: 12/29/2014
							SHEET NO: 12 OF 14

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 13 OF 14



DETAIL TRACTS M, O, & JASPER ROAD

SYMBOL LEGEND	
	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 6 REBAR, 30" LONG, w/1-1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 25369 UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
○	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
①	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.R.	NON-RADIAL
AC.	ACHES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

CVL CONSULTANTS
10333 E. Dry Creek Rd
Suite 240
Englewood, CO 80112
Tel. (720) 482-9526
Fax. (720) 482-9546

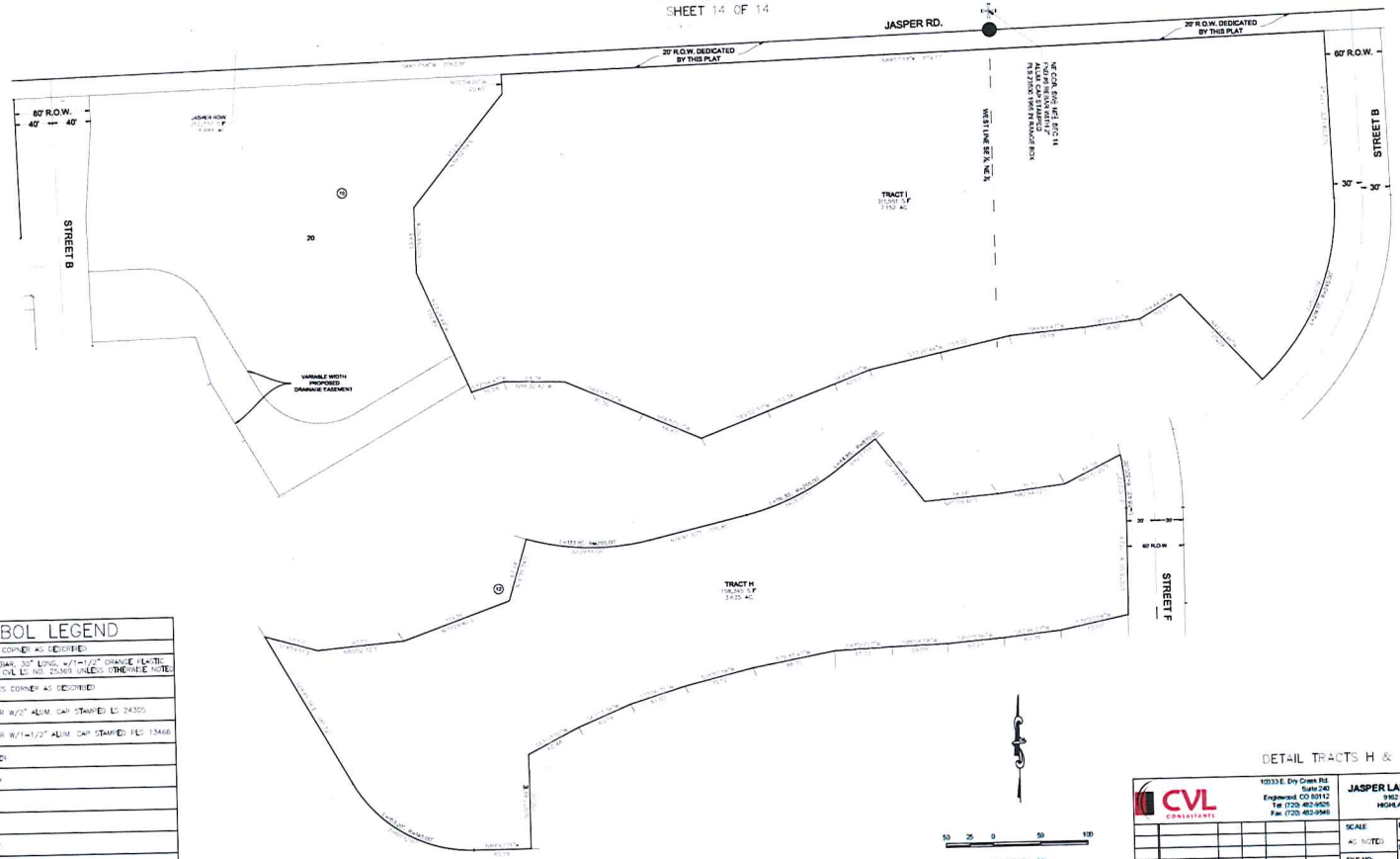
JASPER LAND INVESTMENTS, LLC
9162 S. KENWOOD COURT
HIGHLANDS RANCH, CO 80126

No.	Revisions	Date	Int.	Appr	Date

SCALE: AS NOTED
DRAWN BY: BEL/JLR/MJP
CHECKED BY: RPH
FILE NO:
DATE: 12/29/2014
SHEET NO: 13 OF 14

WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
173.929 ACRES – 166 LOTS/25 TRACTS
PP 13–00012
SHEET 14 OF 14



DETAIL TRACTS H & I

SYMBOL LEGEND	
+	FND. SECTION CORNER AS DESCRIBED
●	SET NO. 6 REBAR, 30" LONG, w/1-1/2" ORANGE PLASTIC CAP STAMPED CVL LS NO. 25369 UNLESS OTHERWISE NOTED
O	FOUND WITNESS CORNER AS DESCRIBED
O'	FND. #5 REBAR W/2" ALUM. CAP STAMPED LS 24305
O'	FND. #5 REBAR W/1-1/2" ALUM. CAP STAMPED PLS 13466
①	BLOCK NUMBER
R.O.W.	RIGHT OF WAY
N.N.	NON-RADIAL
AC.	ACRES
S.F.	SQUARE FEET
U.E.	UTILITY EASEMENT
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No.	Revisions	Date	Init.	Appr	Date

SCALE: AS NOTED
FILE NO:
DRAWN BY: BDL/JLR/MJP
CHECKED BY: RFH
DATE: 12/29/2014
SHEET NO: 14 OF 14

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**PUBLIC HEARING – RESOLUTION** Consideration of Resolution 15-87: A Resolution Providing For The Supplemental Appropriation Of Money To Various Funds In The Amounts And For The Purposes Set Forth Below, For The Town Of Erie, Colorado, For The 2015 Budget Year
DEPARTMENT:	Finance
PRESENTER:	**Steve Felten** **Finance Director**
FISCAL INFORMATION:	Cost as Recommended: Balance Available: Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000 New Appropriation Required: ☒ Yes ☐ No
STAFF RECOMMENDATION:	Staff recommends the Board of Trustees approve the resolution that provides for a supplemental appropriation for the 2015 budget year

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie adopted the 2015 Budget on November 18, 2014. At least twice yearly, staff reviews the adopted budget and year-to-date actual revenues and expenditures. Based on these reviews, staff requests supplemental appropriations to update the budget to reflect actual revenues and expenditures of the prior and current year, year-to-date Board of Trustee actions, and projected revenues and expenditures for the remaining fiscal year.

The 2015 Supplemental Appropriation Request for July represents staff's conservative and prudent estimates for providing on-going, quality services to customers for 2015. Although some data is presented as the total of all funds, each fund is independent of the other funds.

Fund Balances: We do not anticipate any negative fund balances in the requested 2015 Supplemental Appropriation Request for July. The beginning fund balances of the Supplemental Appropriation have been updated to reflect the actual ending fund balances (working capital in the case of enterprise funds) from 2014.

Revenues: This Supplemental Appropriation includes total revenues (inclusive of interfund transfers) amounting to $49.0 million, an increase of $1.1 million over the 2015 Adopted Budget. Accounting for the majority of this increase are development-related fees and grants. Additional information on these revenue changes can be found in the attached memorandum and detail of changes.

Expenditures: The Supplemental Appropriation includes expenditures amounting to $66.2 million in all funds (of which $34.3 million are for capital expenditures). This represents an increase of $17.8 million in expenditures over the 2015 Adopted Budget, of which all but $0.3 million are for capital expenditures. This increase reflects additional appropriation requests amounting to $0.3 million, rollovers for capital projects from 2014 of $17.2 million and $0.2 million in additional requests already

approved by the Board. Detailed explanations of these requests can be found in the attached memorandum and detail of changes.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
SF **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-87
b. Schedule A
c. Memorandum and change detail

RESOLUTION NO. 15-87

A RESOLUTION PROVIDING FOR THE SUPPLEMENTAL APPROPRIATION OF MONEY TO VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW, FOR THE TOWN OF ERIE, COLORADO, FOR THE 2015 BUDGET YEAR.

WHEREAS, the Town of Erie adopted the 2015 Budget on November 18, 2014; and

WHEREAS, the Town of Erie had made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, in certain instances amounts expended and revenues received, as outlined on "Schedule A" attached hereto and incorporated herein, have exceeded the annual budget projections; and

WHEREAS, in other instances projected revenue receipts and expenditures will be less than budgeted; and

WHEREAS; it is required by law and necessary to provide for the supplemental appropriation of expenditures in excess of the adopted budget, so as not to impair the operations of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO:

Section 1. The amendments outlined in Schedule A are hereby made to the budgeted appropriations and corresponding adjustments are hereby made to the budgeted revenues and expenses of each fund listed, for the purposes stated above.

Any amount shown in the "2015 Revised Budget" column of this resolution are hereby ratified retroactive to the adoption of the original 2015 budget.

Section 2. Pursuant to CRS 31-16-105, this resolution is deemed necessary to the immediate preservation of the public health or safety to provide personnel for police, public works, and other municipal employees, and further necessary to defray the costs of the aforementioned employees as well as costs associated with the operation of the municipality.

ADOPTED AND APPROVED THIS 14th DAY OF July, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE
a Colorado municipal corporation

_____
Tina Harris, Mayor

ATTEST:

_____
Nancy Parker, Town Clerk

SCHEDULE A

	2015 Original Budget	Jul-15 Supplemental Appropriation	2015 Revised Budget
Revenues:			
General Fund			
From unappropriated surpluses	$ 13,137,453	$ 6,662,643	$ 19,800,096
From sources other than property taxes	13,666,200	229,700	13,895,900
From general property tax	3,280,200	-	3,280,200
Total General Fund	30,083,853	6,892,343	36,976,196
Water Fund			
From unappropriated surpluses	5,154,844	6,166,054	11,320,898
From sources other than property taxes	17,709,400	-	17,709,400
From general property tax	-	-	-
Total Water Fund	22,864,244	6,166,054	29,030,298
Wastewater Fund			
From unappropriated surpluses	7,602,044	2,755,253	10,357,297
From sources other than property taxes	6,509,000	-	6,509,000
From general property tax	-	-	-
Total Wastewater Fund	14,111,044	2,755,253	16,866,297
Storm Drainage Operating Fund			
From unappropriated surpluses	162,417	758,822	921,239
From sources other than property taxes	525,000	-	525,000
From general property tax	-	-	-
Total Storm Drainage Operation Fund	687,417	758,822	1,446,239
Airport Fund			
From unappropriated surpluses	43,615	24,556	68,171
From sources other than property taxes	257,633	207,867	465,500
From general property tax	-	-	-
Total Airport Fund	301,248	232,423	533,671
Parks Improvement Impact Fund			
From unappropriated surpluses	838,821	83,257	922,078
From sources other than property taxes	866,800	479,000	1,345,800
From general property tax	-	-	-
Total Parks Improvement Impact Fund	1,705,621	562,257	2,267,878
Public Facilities Impact Fund			
From unappropriated surpluses	2,844,936	167,556	3,012,492
From sources other than property taxes	911,000	-	911,000
From general property tax	-	-	-
Total Public Facilities Impact Fund	3,755,936	167,556	3,923,492

SCHEDULE A

	2015 Original Budget	Jul-15 Supplemental Appropriation	2015 Revised Budget
Storm Drainage Impact Fund			
From unappropriated surpluses	898,195	3,111,973	4,010,168
From sources other than property taxes	590,900	-	590,900
From general property tax	-	-	-
Total Storm Drainage Impact Fund	1,489,095	3,111,973	4,601,068
Transportation Impact Fund			
From unappropriated surpluses	185,060	2,501,117	2,686,177
From sources other than property taxes	968,500	160,000	1,128,500
From general property tax	-	-	-
Total Transportation Impact Fund	1,153,560	2,661,117	3,814,677
Tree Impact Fund			
From unappropriated surpluses	229,314	23,348	252,662
From sources other than property taxes	120,200	-	120,200
From general property tax	-	-	-
Total Tree Impact Fund	349,514	23,348	372,862
Conservation Trust Fund			
From unappropriated surpluses	401,893	17,155	419,048
From sources other than property taxes	181,000	(20,000)	161,000
From general property tax	-	-	-
Total Conservation Trust Fund	582,893	(2,845)	580,048
Solid Waste/Streets Fund			
From unappropriated surpluses	1,505,775	561,151	2,066,926
From sources other than property taxes	1,400,000	-	1,400,000
From general property tax	-	-	-
Total Trails and Natural Areas Fund	2,905,775	561,151	3,466,926
Trails and Natural Areas Fund			
From unappropriated surpluses	2,187,120	610,625	2,797,745
From sources other than property taxes	15,000	-	15,000
From general property tax	984,000	-	984,000
Total Trails and Natural Areas Fund	3,186,120	610,625	3,796,745
Cemetery Fund			
From unappropriated surpluses	140,788	11,209	151,997
From sources other than property taxes	1,900	-	1,900
From general property tax	-	-	-
Total Cemetery Fund	142,688	11,209	153,897

SCHEDULE A

	2015 Original Budget	Jul-15 Supplemental Appropriation	2015 Revised Budget
Fines & Forfeitures Fund			
From unappropriated surpluses	6,261	(65)	6,196
From sources other than property taxes	-	-	-
From general property tax	-	-	-
Total Fines & Forfeitures Fund	6,261	(65)	6,196
Total Revenue and Unappropriated Surpluses*	$ 83,325,269	$ 24,511,222	$ 107,836,491
Revenues only	$ 47,986,733	$ 1,056,567	$ 49,043,300
Expenditures:			
General Fund	$ 17,010,500	$ 5,891,400	$ 22,901,900
Water Fund	16,033,300	3,629,600	19,662,900
Wastewater Fund	9,417,800	1,785,600	11,203,400
Storm Drainage Operating Fund	521,600	600,700	1,122,300
Airport Fund	245,722	220,078	465,800
Parks Improvement Impact Fund	19,500	-	19,500
Public Facilities Impact Fund	598,700	126,900	725,600
Storm Drainage Impact Fund	550,000	3,057,500	3,607,500
Transportation Impact Fund	1,142,000	2,070,900	3,212,900
Tree Impact Fund	118,000	-	118,000
Conservation Trust Fund	145,600	-	145,600
Solid Waste/Streets Fund	1,600,000	-	1,600,000
Trails and Natural Areas Fund	930,900	416,900	1,347,800
Cemetery Fund	60,000	-	60,000
Fines & Forfeitures Fund	-	-	-
Total Expenditures*	48,393,622	17,799,578	66,193,200
Less: Interfund Transfers	1,917,000	8,700	1,925,700
Total Expenditures, Net of Transfers*	$ 46,476,622	$ 17,790,878	$ 64,267,500

** Totals for Memorandum Purposes Only*

SCHEDULE A

Fund Summary:	Beginning Fund Balance/ Working Capital	Revenues	Expenditures	Ending Fund Balance/ Working Capital
General Fund	$ 19,800,096	$ 17,176,100	$ 22,901,900	$ 14,074,296
Water Fund	11,320,898	17,709,400	19,662,900	9,367,398
Wastewater Fund	10,357,297	6,509,000	11,203,400	5,662,897
Storm Drainage Operating Fund	921,239	525,000	1,122,300	323,939
Airport Fund	68,171	465,500	465,800	67,871
Parks Improvement Impact Fund	922,078	1,345,800	19,500	2,248,378
Public Facilities Impact Fund	3,012,492	911,000	725,600	3,197,892
Storm Drainage Impact Fund	4,010,168	590,900	3,607,500	993,568
Transportation Impact Fund	2,686,177	1,128,500	3,212,900	601,777
Tree Impact Fund	252,662	120,200	118,000	254,862
Conservation Trust Fund	419,048	161,000	145,600	434,448
Solid Waste/Streets Fund	2,066,926	1,400,000	1,600,000	1,866,926
Trails and Natural Areas Fund	2,797,745	999,000	1,347,800	2,448,945
Cemetery Fund	151,997	1,900	60,000	93,897
Fines & Forfeitures Fund	6,196	-	-	6,196
Totals*	$ 58,793,191	$ 49,043,300	$ 66,193,200	$ 41,643,291

** Totals for Memorandum Purposes Only*

TOWN OF ERIE

MEMORANDUM

TO: Board of Trustees
A.J. Krieger, Town Administrator

CC: Town Clerk

FROM: Steve Felten, Finance Director

DATE: July 8, 2015

SUBJECT: 1st Supplemental Appropriation – 2015 Budget

We are pleased to present the 2015 Supplemental Appropriation Request for July to amend the 2015 Budget.

Staff generally presents two supplemental appropriations during the course of a calendar year. The first, typically presented in the May/June timeframe, primarily consists of carryover appropriations that were approved for the prior year budget. The second, usually presented around November, includes various adjustments that could not be anticipated when the original budget was prepared.

Accompanying this memo are three schedules: a summary of the proposed revenue and expenditure changes; a detail list of each proposed change; and a summary of changes in fund balance/working capital by fund, reflecting the proposed revised budget. This memorandum and the attached schedules provide information on all significant changes. Changes are split out by new requests, requests previously approved by the Board, and transfers of existing appropriations between budget line items.

Summary of Supplemental Appropriation Changes/Requests:

Revenue Changes:

Total projected revenues are being increased $1,056,567, primarily the result of increases in development-related fees and grants. Significant increases include $479,000 of cash in lieu in the Parks Improvement Impact Fund, a net increase of $207,867 in Airport Fund grants, $160,000 from a CDOT grant reflected in the Transportation Impact Fund for work on an

Erie Parkway master plan, and a $159,200 CDOT grant in the General Fund for repairs to the WCR5 bridge.

Expenditure Requests:

Total requested expenditure changes reflect an increase of $17,799,578, primarily the result of capital project carryovers from 2014.

Brief descriptions of significant additional expenditure requests follow.

Operations Expenditure Changes – There are a total of $356,400 in operations expenditure requests. The bulk of this increase reflects $125,000 for oil and gas-related legal fees, $119,000 for litigation-related legal fees, and $83,600 for additional street repair funding.

Capital Outlay Expenditures – Capital expenditure requests total $17,461,278, of which $17,197,700 represents rollovers of project budgeted in 2014 but not yet completed as of year-end. Also included in capital requests are $231,000 in projects already approved by previous Board action. Major project requests include the following:

Public Safety Facility (General Fund) - $4,829,400
Erie Lake Bypass (Water Fund) - $1,712,600
4MG Water Tank (Water Fund) - $477,500
Biosolids Improvements (Wastewater Fund) - $1,000,000
S. Coal Creek Sanitary Sewer (Wastewater Fund) - $559,000
Colliers Hill Storm Drainage Reimbursement (Storm Drainage Impact Fund) - $2,000,000
Coal Creek Improvements (Storm Drainage Impact Fund) - $870,000
County Line Road Improvements (Transportation Impact Fund) - $1,035,000

Summary – Fund Balance Rollforward:

The final schedule in the packet presents changes in fund balance or working capital for each fund, reflecting the original 2015 budget as revised. This schedule also reflects final 2014 year-end beginning fund balances or working capital for each fund.

Please feel free to contact me with any questions you may have regarding this information.

Summary of Changes by Fund - 2015 1st Supplemental:

	Revenues & Other Sources	Expenditures & Other Uses					Change in Fund Balance
		New Requests	Rollovers	Previously Approved by the Board	Transfers	Total Expenditures	
General Fund	229,700	415,200	5,486,200	-	(10,000)	5,891,400	(5,661,700)
Water Fund	-	(7,600)	3,637,200	-	-	3,629,600	(3,629,600)
Wastewater Fund	-	10,000	1,775,600	-	-	1,785,600	(1,785,600)
Storm Drainage Operating Fund	-	-	600,700	-	-	600,700	(600,700)
Airport Fund	207,867	(171,722)	391,800	-	-	220,078	(12,211)
Parks Improvement Impact Fund	479,000	-	-	-	-	-	479,000
Public Facilities Impact Fund	-	-	126,900	-	-	126,900	(126,900)
Storm Drainage Impact Fund	-	-	3,057,500	-	-	3,057,500	(3,057,500)
Transportation Impact Fund	160,000	100,000	1,970,900	-	-	2,070,900	(1,910,900)
Tree Impact Fund	-	-	-	-	-	-	-
Conservation Trust Fund	(20,000)	-	-	-	-	-	(20,000)
Solid Waste/Streets Fund	-	-	-	-	-	-	-
Trails & Natural Areas Fund	-	-	185,900	231,000	-	416,900	(416,900)
Cemetery Fund	-	-	-	-	-	-	-
Fines & Forfeitures Fund	-	-	-	-	-	-	-
Total - All Funds	1,056,567	345,878	17,232,700	231,000	(10,000)	17,799,578	(16,743,011)

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments
Revenues:										
General	100-00-000-411000-000000	CDOT Grant	-		159,200			159,200	159,200	WCR5 bridge repair
General	100-00-000-411250-000000	FEMA Grant	-	65,000				65,000	65,000	Flood-related grant receipts
General	100-00-000-411300-000000	Miscellaneous State Grants - Capital	-	11,000				11,000	11,000	Flood-related grant receipts
General	100-00-000-412100-000000	Senior Citizens Grant - Weld	-	1,700				1,700	1,700	Revised projection
General	100-00-000-432000-203000	Recreation Fees - ECC Discounts/Scholarships	-				(10,000)	(10,000)	(10,000)	Reclass from expense
General	100-00-000-481220-000000	Miscellaneous Donations	8,000	2,800				2,800	10,800	Revised projection - memorial bench donations
				80,500	159,200	-	(10,000)	229,700		
Airport	530-00-000-411100-000000	FAA Airport Grant	150,000	(145,700)				(145,700)	4,300	Change in timing of various projects
Airport	530-00-000-411200-000000	CDOA Airport Matching Grant	58,333	353,567				353,567	411,900	Change in timing of various projects
				207,867	-	-	-	207,867		
Parks Improv.	320-00-000-424000-000000	Cash In Lieu	-	479,000				479,000	479,000	Compass & Erie Commons
				479,000	-	-	-	479,000		
Transportation	300-00-000-412200-000000	Miscellaneous Grants - Non-Capital	-	160,000				160,000	160,000	DRCOG grant for Erie Parkway Master Plan
				160,000	-	-	-	160,000		
Conservation	220-00-000-410300-000000	Conservation Trust Revenue	180,000	(20,000)				(20,000)	160,000	Adjustment to forecast
				(20,000)	-	-	-	(20,000)		
		Total Revenue changes		**907,367**	159,200	-	(10,000)	**1,056,567**		

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments
Personnel Expenditures:										
General - TA	100-20-510-503100-000000	Employee Tuition Assist Program	10,000				(3,500)	(3,500)	6,500	Transfer
General - CD	100-30-860-500300-000000	Salaries - Overtime	6,500				3,000	3,000	9,500	Transfer (from Operations)
				-	-	-	(500)	(500)		
		Total Personnel Expenditure Changes		-	-	-	(500)	**(500)**		
Operations Expenditures:										
General - TA	100-20-210-560000-000000	Legal Services	240,000	125,000				125,000	365,000	Oil & Gas MOU
General - TA	100-20-210-560040-000000	Legal Services - Litigation	30,000				(30,000)	(30,000)	-	Transfer
General - TA	100-20-210-560040-500000	Legal Services - Litigation - Harber	-	112,000			30,000	142,000	142,000	Additional request and transfer
General - TA	100-20-210-560040-500001	Legal Services - Litigation - Page	-	7,000				7,000	7,000	Additional request
General - TA	100-20-510-573020-000000	Travel and Conference	2,500				3,500	3,500	6,000	Transfer (to Personnel)
General - TA	100-20-550-520000-000000	Maintenance Contracts	143,800		11,700			11,700	155,500	Rollover for new GIS contract
General - CD	100-30-860-530100-000000	Office Equipment	3,100				(2,000)	(2,000)	1,100	Transfer (to Personnel)
General - CD	100-30-860-532080-000000	Code Enforcement Supplies	500				(500)	(500)	-	Transfer (to Personnel)
General - CD	100-30-860-573020-000000	Travel and Conference	1,000				(500)	(500)	500	Transfer (to Personnel)
General - Fin	100-40-250-560000-000000	Legal Services	60,000	15,000				15,000	75,000	Increase municipal court legal fees to 2014 level
General - P&R	100-50-810-521300-000000	Mowing Services	28,000				(6,600)	(6,600)	21,400	Transfer
General - P&R	100-50-810-531000-000000	Park Maint Supplies	29,500	1,600				1,600	31,100	Memorial benches - offset with income
General - P&R	100-50-810-573170-000000	Equipment/Vehicle Rental - Operating Lease	-				5,800	5,800	5,800	Transfer (3-mo. rental of two trucks for summer crews)
General - P&R	100-50-820-570000-201050	Active Adult	22,000	2,900				2,900	24,900	Offset with donations and grants
General - P&R	100-50-820-570080-000000	ECC Access For All Program	10,000				(10,000)	(10,000)	-	Reclass to revenue offset
General - PS	100-60-630-530160-000000	Tools and Equipment	-	10,000			6,200	16,200	16,200	2 new radios for new hires
General - PS	100-60-630-530180-000000	Safety Supplies	12,600				(6,200)	(6,200)	6,400	Transfer
General - PW	100-70-440-510200-000000	Utilities - Waste Disp Service	8,000				6,300	6,300	14,300	Transfer
General - PW	100-70-440-520000-000000	Maintenance Contracts	179,100				(2,500)	(2,500)	176,600	Transfer
General - PW	100-70-440-520100-000000	Bldgs/Grounds Maint Services	31,100				(3,500)	(3,500)	27,600	Transfer
General - PW	100-70-440-530000-000000	Bldgs/Grounds Maint Supplies	51,800				(4,500)	(4,500)	47,300	Transfer
General - PW	100-70-440-530120-000000	Office Supplies	600				1,500	1,500	2,100	Transfer
General - PW	100-70-440-530160-000000	Tools and Equipment	6,400				(1,500)	(1,500)	4,900	Transfer
General - PW	100-70-440-530180-000000	Safety Supplies	2,700				4,000	4,000	6,700	Transfer
General - PW	100-70-440-534020-000000	Equipment Maint Supplies	9,500				3,000	3,000	12,500	Transfer
General - PW	100-70-440-560100-000000	Consultation Services	5,000				(5,000)	(5,000)	-	Transfer
General - PW	100-70-450-522000-000000	Vehicle Maint Services	25,000				(8,000)	(8,000)	17,000	Transfer
General - PW	100-70-450-522000-306630	Vehicle Maint Services - Patrol	8,100	5,000			8,000	13,000	21,100	Transfer & new request - car washes for police vehicles; previously not charged for washes
General - PW	100-70-450-522000-307450	Vehicle Maint Services - Fleet	1,700	5,000				5,000	6,700	Cluster control panel and computer repair to existing Explorer to repurpose to Facilities
General - PW	100-70-450-522100-000000	Equipment Maint Services	26,000				(7,000)	(7,000)	19,000	Transfer
General - PW	100-70-450-522100-307710	Equipment Maint Services - Streets	35,800				7,000	7,000	42,800	Transfer
General - PW	100-70-450-534040-305810	Vehicle Fuel - Parks	38,200				800	800	39,000	Transfer
General - PW	100-70-710-523000-000000	Street Maint Services	143,700	83,600				83,600	227,300	Took over maintenance of Jasper and 119th; additional repairs needed due to extreme winter/spring conditions

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments
				367,100	11,700	-	(11,700)	367,100		
Water	500-70-110-520000-000000	Maintenance Contracts	56,200		11,700			11,700	67,900	Rollover for new GIS contract
Water	500-70-740-510000-000000	Utilities - Electric Service	300,000				(5,000)	(5,000)	295,000	Transfer
Water	500-70-740-536100-000000	Pump Station Maint Supplies	8,000				5,000	5,000	13,000	Transfer
				-	11,700	-	-	11,700		
Wastewater	510-70-110-520000-000000	Maintenance Contracts	56,400		11,600			11,600	68,000	Rollover for new GIS contract
Wastewater	510-70-730-524000-000000	Collection Maint Services	50,100				(40,000)	(40,000)	10,100	Transfer (to Capital)
Wastewater	510-70-750-510000-000000	Utilities - Electric Service	288,000				(30,000)	(30,000)	258,000	Transfer
Wastewater	510-70-750-536120-000000	WW Treatment Supplies	44,400				10,000	10,000	54,400	Transfer
Wastewater	510-70-750-560140-000000	Engineering Services	4,000				19,500	19,500	23,500	Transfer
Wastewater	510-70-750-573080-000000	Membership Dues	500				500	500	1,000	Transfer
				-	11,600	-	(40,000)	(28,400)		
Airport	530-70-840-510300-000000	Utilities - Water Service	-	6,000				6,000	6,000	Airport Fund to pay for 2015 storm drainage fees
				6,000	-	-	-	6,000		
		Total Operations expenditure changes		**373,100**	**35,000**	**-**	**(51,700)**	**356,400**		
Capital Outlay:										
General - P&R	100-50-110-605000-100154	ECC Improvements	-		7,800		2,200	10,000	10,000	Transfer (from Operating)
General - P&R	100-50-810-601200-000000	Heavy Equipment	12,500				27,000	27,000	39,500	Transfer
General - P&R	100-50-810-605000-100081	ADA Compliance Projects	40,000				(27,000)	(27,000)	13,000	Transfer
General - P&R	100-50-820-600120-000000	Recreation Equipment	45,500				1,400	1,400	46,900	Transfer
General - P&R	100-50-820-605000-100134	Carpet Tile Replacement	22,000				(1,400)	(1,400)	20,600	Transfer
General - PW	100-70-110-605000-100021	Public Safety Facility	-		4,829,400			4,829,400	4,829,400	Rollover
General - PW	100-70-440-605000-100166	Parking Lot Maintenance	-	33,100				33,100	33,100	Initial cost of 5-year maintenance plan of Town parking lots
General - PW	100-70-450-601000-000000	Vehicles - Passenger	-		20,200			20,200	20,200	Rollover
General - PW	100-70-710-601200-000000	Heavy Equipment	-		115,700			115,700	115,700	Rollover
General - PW	100-70-710-602000-000000	Street Maintenance Program (overlay)	500,000		124,300			124,300	624,300	Rollover
General - PW	100-70-710-605000-100085	Bridge Maintenance	-		99,000			99,000	99,000	Rollover
General - PW	100-70-710-605000-100086	Purchase Mag Tank	-		9,900			9,900	9,900	Rollover
General - PW	100-70-710-605000-100116	WCR 5 Bridge Repair	-		183,500			183,500	183,500	Rollover
General - CC	100-80-110-600000-000000	Audio/Visual Equipment	5,000		79,200			79,200	84,200	Rollover
General - CC	100-80-110-600080-100064	Incode Conversion	-	15,000	-			15,000	15,000	Omitted remaining conversion costs from original budget
General - CC	100-80-110-600140-000000	Public Safety Equipment	25,000		5,500			5,500	30,500	Rollover
				48,100	5,474,500	-	2,200	5,524,800		

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments
Water	500-70-110-600080-100013	GIS Development Project	-		25,000			25,000	25,000	Rollover
Water	500-70-110-600080-100064	Incode Conversion	-	10,000				10,000	10,000	Omitted remaining conversion costs from original budget
Water	500-70-110-605000-100004	Raw/Reuse Water Reservoir	-		97,000			97,000	97,000	Rollover
Water	500-70-110-605000-100012	4 MG Water Tank Zone 3 & 4b	-		577,500		(100,000)	477,500	477,500	Rollover, net of transfer
Water	500-70-110-605000-100015	Drought Mitigation Plan	-		30,800			30,800	30,800	Rollover
Water	500-70-110-605000-100026	Update Water Conservation Plan	-		6,500			6,500	6,500	Rollover
Water	500-70-110-605000-100030	SWRF Lagoon Upgrade to Reuse	-		110,000			110,000	110,000	Rollover
Water	500-70-110-605000-100035	Erie Lake Dam Stabilization Study	-		294,300			294,300	294,300	Rollover
Water	500-70-110-605000-100068	PAC Unit	-		127,800			127,800	127,800	Rollover
Water	500-70-110-605000-100087	Pump Station Upgrades for Energy Efficiency	-		257,000			257,000	257,000	Rollover
Water	500-70-110-605000-100090	New Water Supply Reservoir	310,000		365,400			365,400	675,400	Rollover
Water	500-70-110-605000-100113	Airport Dr. Waterline Replacement	1,000,000		8,400			8,400	1,008,400	Rollover
Water	500-70-110-605000-100117	Coal Creek Reuse Water Line	-		13,200			13,200	13,200	Rollover
Water	500-70-110-605000-100119	Erie Lake By-Pass	-		1,712,600			1,712,600	1,712,600	Rollover
Water	500-70-110-605000-100167	Boulder Creek Diversion Structure	-				100,000	100,000	100,000	Transfer
Water		SWRF Conversion to Reuse								Permits & Design
Water				10,000	3,625,500	-	-	3,635,500		
Wastewater	510-70-110-600080-100013	GIS Development Project	-		10,000			10,000	10,000	Rollover
Wastewater	510-70-110-600080-100064	Incode Conversion	-	10,000				10,000	10,000	Omitted remaining conversion costs from original budget
Wastewater	510-70-110-605000-100042	South Coal Creek Sanitary Sewer	2,200,000		559,000			559,000	2,759,000	Rollover
Wastewater	510-70-110-605000-100101	Biosolids Improvements	2,700,000		1,000,000			1,000,000	3,700,000	Rollover
Wastewater	510-70-110-605000-100115	Sewer Rehabilitation	65,000		195,000		40,000	235,000	300,000	Rollover & transfer (from operating expense)
				10,000	1,764,000	-	40,000	1,814,000		
Storm Oper.	520-70-110-600080-100013	GIS Development Project	-		10,000			10,000	10,000	Rollover
Storm Oper.	520-70-110-605000-100025	Vista Ridge Drainage Repair	2,000		3,000			3,000	5,000	Rollover
Storm Oper.	520-70-110-605000-100053	111th Street Storm Improvements	-		153,500			153,500	153,500	Rollover
Storm Oper.	520-70-110-605000-100055	Thomas Reservoir Drainage Channel Improveme	-		96,900			96,900	96,900	Rollover
Storm Oper.	520-70-110-605000-100144	Drainage Channel Maintenance	200,000		82,000		44,000	126,000	126,000	Rollover & transfer
Storm Oper.	520-70-110-605000-100149	Drainage Facility Maintenance & Repair	-				(44,000)	(44,000)	156,000	Transfer
Storm Oper.	520-70-110-605000-100150	Grandview Drainage - Tract T	-		57,500			57,500	57,500	Rollover
Storm Oper.	520-70-110-605000-100153	Boulder Creek Improvements			197,800			197,800	197,800	Rollover
				-	600,700	-	-	600,700		
Airport	530-70-110-605000-100036	Master Plan Update	-		64,300			64,300	64,300	Rollover
Airport	530-70-110-605000-100099	Electrical Vault, Windsock, Segmental Circle	-		59,100			59,100	59,100	Rollover
Airport	530-70-110-605000-100100	Snow Plow, Sweeper, Mower	-		266,700			266,700	266,700	Rollover
Airport	530-70-110-605000-100142	Snow Removal Equipment Building	222,222	(222,222)				(222,222)	-	Project deferred
Airport	530-70-110-605000-100152	East Connector Drainage Repair	-		1,700			1,700	1,700	Rollover
Airport	530-70-110-605000-100168	Pavement Maintenance - Striping	-	44,500				44,500	44,500	Future project brought forward
				(177,722)	391,800	-	-	214,078		

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments
Public Fac. Imp.	310-70-110-605000-100021	Public Safety Facility	-		8,600			8,600	8,600	Rollover
Public Fac. Imp.	310-70-110-605000-100096	Storage Facility for Rec Equipment	-		31,900		6,000	37,900	37,900	Rollover and transfer
Public Fac. Imp.	310-70-110-605000-100131	Service Center Yard Expansion	300,000				(6,000)	(6,000)	294,000	Transfer
Public Fac. Imp.	310-70-110-605000-100151	Town Hall Remodel	-		86,400			86,400	86,400	Rollover
				-	126,900	-	-	126,900		
Storm Dr. Imp.	340-70-110-605000-100059	Prince Lake #2 Improvements	550,000		78,000			78,000	628,000	Rollover
Storm Dr. Imp.	340-70-110-605000-100061	Prince Tributary Drainage Improvements	-		109,500			109,500	109,500	Rollover
Storm Dr. Imp.	340-70-110-605000-100062	Coal Creek Improvements	-		870,000			870,000	870,000	Rollover
Storm Dr. Imp.	340-70-110-606000-110400	Reimbursable Capital Projects - Colliers Hill	-		2,000,000			2,000,000	2,000,000	Rollover
				-	3,057,500	-	-	3,057,500		
Transportation	300-70-110-605000-100048	CLR & Arapahoe Intersection			125,000			125,000	125,000	Rollover
Transportation	300-70-110-605000-100049	Signal @ WCR5 & Erie Pkwy			365,000			365,000	365,000	Rollover
Transportation	300-70-110-605000-100051	State Highway 7 right in/right out	-		307,200			307,200	307,200	Rollover
Transportation	300-70-110-605000-100092	Transportation Master Plan Update			125,000			125,000	125,000	Rollover
Transportation	300-70-110-605000-100093	County Line & Austin Intersection	425,000		60,000		(485,000)	(425,000)	-	Rollover and Transfer
Transportation	300-70-110-605000-100094	County Line & Bonnell to Telleen	-		550,000		485,000	1,035,000	1,035,000	Rollover and Transfer
Transportation	300-70-110-605000-100095	State Highway 7 Sidewalk	-		339,900			339,900	339,900	Rollover
Transportation	300-70-110-605000-100118	Transportation Safety Study	-		98,800			98,800	98,800	Rollover
Transportation	300-70-110-605000-100127	Erie Parkway Master Plan	100,000	100,000				100,000	200,000	$160k funded by DRCOG grant
				100,000	1,970,900	-	-	2,070,900		
Trails	210-50-110-605000-100016	Coal Creek Trail Ext. - Underpass Repairs	-			210,600		210,600	210,600	Approved with Resolution 15-70
Trails	210-50-110-605000-100105	Coal Ck Trail Access Connection at Bonnell	-		185,900			185,900	185,900	Rollover
Trails	210-50-110-605000-100164	Candlelight Ridge Sidewalk Upsizing	-			20,400		20,400	20,400	Approved with Resolution 15-50
				-	185,900	231,000	-	416,900		
		Total Capital Outlay expenditure changes		**(9,622)**	**17,197,700**	**231,000**	**42,200**	**17,461,278**		
Debt Service & Cost of Issuance:										
Water	500-70-110-704000-200250	2014 COPs - Principal	685,000	10,000				10,000	695,000	Revision to final debt service schedule
Water	500-70-110-704100-200250	2014 COPs - Interest	930,100	(27,600)				(27,600)	902,500	Revision to final debt service schedule
				(17,600)	-	-	-	(17,600)		
		Total Debt Service and COI changes		**(17,600)**	-	-	-	**(17,600)**		

2015 1st Supplemental - Change Detail:

Fund	Account #	Name/Description	Original Budget	New Revenues/ Requests	Rollovers	Board Approved	Transfers	Total Proposed Changes	Amended Budget	Comments

Summary of expenditure changes:	New Requests	Rollovers	Board Approved	Transfers	Total Changes
Personnel expenditure changes	-	-	-	(500)	(500)
Operations expenditure changes	373,100	35,000	-	(51,700)	356,400
Capital expenditure changes	(9,622)	17,197,700	231,000	42,200	17,461,278
Debt service and COI expenditure changes	(17,600)	-	-	-	(17,600)
Transfer out changes	-	-	-	-	-
Total expenditure and transfer changes	345,878	17,232,700	231,000	(10,000)	17,799,578

Summary of expenditure changes by fund:	New Requests	Rollovers	Board Approved	Transfers	Total Changes
General Fund	415,200	5,486,200	-	(10,000)	5,891,400
Water Fund	(7,600)	3,637,200	-	-	3,629,600
Wastewater Fund	10,000	1,775,600	-	-	1,785,600
Storm Drainage Operating Fund	-	600,700	-	-	600,700
Airport Fund	(171,722)	391,800	-	-	220,078
Parks Improvement Impact Fund					-
Public Facilities Impact Fund	-	126,900	-	-	126,900
Storm Drainage Impact Fund	-	3,057,500	-	-	3,057,500
Transportation Impact Fund	100,000	1,970,900	-	-	2,070,900
Tree Impact Fund					-
Conservation Trust Fund					-
Solid Waste/Streets Fund					-
Trails & Natural Areas Fund	-	185,900	231,000	-	416,900
Cemetery Fund					-
Fines & Forfeitures Fund					-
Total - All Funds	345,878	17,232,700	231,000	(10,000)	17,799,578

Summary - Fund Balance Rollforward - 1st Supplemental

	Beginning Balance	Revenues	Expenditures	Net Increase/ Decrease	Nonspendable Portion	Ending Balance	Change
General Fund	$ 19,800,096	$ 17,176,100	$ 22,901,900	$ (5,725,800)	$ (7,859,501)	$ 6,214,795	(5,661,700)
Water Fund	11,320,898	17,709,400	19,662,900	(1,953,500)		9,367,398	(3,629,600)
Wastewater Fund	10,357,297	6,509,000	11,203,400	(4,694,400)		5,662,897	(1,785,600)
Storm Drainage Operating Fund	921,239	525,000	1,122,300	(597,300)		323,939	(600,700)
Airport Fund	68,171	465,500	465,800	(300)		67,871	(12,211)
Parks Improvement Impact Fund	922,078	1,345,800	19,500	1,326,300		2,248,378	479,000
Public Facilities Impact Fund	3,012,492	911,000	725,600	185,400		3,197,892	(126,900)
Storm Drainage Impact Fund	4,010,168	590,900	3,607,500	(3,016,600)		993,568	(3,057,500)
Transportation Impact Fund	2,686,177	1,128,500	3,212,900	(2,084,400)		601,777	(1,910,900)
Tree Impact Fund	252,662	120,200	118,000	2,200		254,862	-
Conservation Trust Fund	419,048	161,000	145,600	15,400		434,448	(20,000)
Solid Waste/Streets Fund	2,066,926	1,400,000	1,600,000	(200,000)		1,866,926	-
Trails & Natural Areas Fund	2,797,745	999,000	1,347,800	(348,800)		2,448,945	(416,900)
Cemetery Fund	151,997	1,900	60,000	(58,100)		93,897	-
Fines & Forfeitures Fund	6,196	-	-	-		6,196	-
Totals	**$ 58,793,191**	**$ 49,043,300**	**$ 66,193,200**	**$ (17,149,900)**	**$ (7,859,501)**	**$ 33,783,790**	**$ (16,743,011)**

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: July 14, 2015

SUBJECT:	**RESOLUTION** Consideration Of Resolution 15-88; A Resolution Approving Parking Lot Lease Agreement with the Methodist Church, the Demolition at 602 Holbrook Street and the Agreement With Oz Architecture for Parking Lot and Property Survey and Design.
DEPARTMENT:	Public Works
PRESENTER/PREPARER:	**Gary Behlen, Director of Public Works** **Raelynn Ferrera, Public Works Admin Coordinator**
FISCAL INFORMATION:	Cost as Recommended: **$50,116.60** Balance Available: $0 request funds at supplemental Fund: Public Facilities Impact Budget Line Item Number: 310 . 70 . 110 . 605000 . 100151 New Appropriation Required: ☒Yes ☐ No
STAFF RECOMMENDATION:	Approving Resolution 15-88 authorizing the Town Administrator to execute said agreements and authorizing Staff to expend funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On November 18, 2014, The Board of Trustees approved Resolution 14-133, Awarding the Consulting Contract To Oz Architecture for the Town Hall Needs Assessment and Programing Plan Stage of the Town Hall Remodel Project. The Town Hall Remodel project is a new project that will consist of multiple stages that included, evaluating the current office space, current staffing needs, parking needs, and determining how to use the vacated police station and municipal court office space.

The Town Hall needs assessment provided a roadmap to use for evaluating the expansion to the current facility, looking forward 10-20 years to support the services needs that will grow with the population of the Town.

On March 24, 2015 The Board of Trustees directed staff to move forward with two of the items that resulted from the Town Hall Needs Assessment and Programing Plan. Direction was given to staff to proceed with the minor renovation of the existing police space and work with the Methodist Church to secure arrangements for additional parking space, with the construction of the parking lot located at 602 Holbrook Street.

Town staff has been working with the Methodist Church on the attached items, which include parking lot lease agreement, demolition of existing house located at 602 Holbrook Street, and Parking Lot and Property Survey and Design.

Lease agreement: The Town of Erie will enter into a 25 year Lease Agreement with the Methodist Church which will allow the use of the parking lot for agents, representatives and employees of the Town; in exchange the Town will be responsible for the as needed maintenance, upkeep, repair and cleaning.

Demolition: Demo of the existing house located on 602 Holbrook Street; remove existing trees and all debris by Alpine Demolition LLC in coordination with Excel Energy to remove gas service.

Design Parking Lot: The Town has requested a proposal to enter into a Consulting Agreement with Oz Architecture to design the existing parking lot and the future parking lot per Town of Erie Development Code. The estimated construction cost to rebuild the existing parking lot and construct the new parking lot is approximately $150,000.00.

Staff recommends entering into the lease agreement with the Methodist Church for the use of existing and future parking lot, approving the demolition of the house located at 602 Holbrook Street and awarding the Design agreement to Oz Architecture.

Project Budget Summary

Demolition 602 Holbrook Street	$9,713.00
Gas Removal at property	$2,080.00
Parking Lot and Property Survey and Design	$33,768.00
Contingency 10%	$4,556.00
Total	**$50,117.00**

Project Schedule

Agreement with the Methodist Church	July 14, 2015
Gas Removal at property	August 2015
Demolition	September 2015
Parking Lot Survey and Design	August-September 2015

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
_____ **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-88
b. Parking Lot Lease Agreement
c. Demolition Proposal
d. Xcel Energy Gas Removal Agreement
e. Consulting Agreement
f. Exhibit

RESOLUTION 15-88

A RESOLUTION OF THE TOWN OF ERIE APPROVING A PARKING LOT LEASE AGREEMENT WITH THE METHODIST CHURCH, THE DEMOLITION AT 602 HOLBROOK STREET AND THE AGREEMENT WITH OZ ARCHITECTURE FOR A PARKING LOT AND PROPERTY SURVEY AND DESIGN; AND SETTING FORTH DETAILS IN RELATION THERETO.

Whereas, the Town of Erie, Colorado is seeking approval of a Parking Lot Lease Agreement with the Methodist Church; the demolition at 602 Holbrook Street and the Agreement with Oz Architecture for a Parking Lot and Property Survey and Design; and

Whereas, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to approve a parking lot lease agreement with the Methodist Church, the demolition at 602 Holbrook Street and the agreement with Oz Architecture for a parking lot and property survey and design.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the approval of the parking lot lease agreement with the Methodist Church, the demolition at 602 Holbrook Street and the agreement with Oz Architecture for a parking lot and property survey and design, is found to be reasonable and acceptable.

Section 2. That the Town of Erie be and is hereby authorized and directed to approve the parking lot lease agreement with the Methodist Church, the demolition at 602 Holbrook Street and the agreement with Oz Architecture to survey and design a parking lot, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said agreements.

Section 3. That entering into said agreements is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JULY 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into this ___ day of _____, 2015, to be effective as of _____, 2015 (the "Effective Date") by and between **ERIE UNITED METHODIST CHURCH,** a Colorado nonprofit corporation, whose address is 604 Holbrook, P.O. Box 8, Erie, CO 80516 ("Lessor") and the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 ("Lessee").

WITNESSETH:

1. Lease of Premise. Lessor hereby leases to Lessee and Lessee hereby takes and leases from Lessor, the property described as follows: the parking lot serving the Lessor located at 604 Holbrook, and the future parking lot to be constructed by Lessee pursuant to the terms of Exhibit "B," to be located at 602 Holbrook, Erie, Colorado 80516, both of which are more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Premises").

2. Term of Lease. The term of this Lease Agreement shall be for a period commencing on the Effective Date, and shall terminate on December 31, 2040 (herein referred to as the "Term of the Lease") unless the term on this Lease shall be sooner terminated as hereinafter provided. Taking of possession by Lessee shall be deemed conclusively to establish that the Premises and any improvements thereon are in satisfactory condition as of the date possession was taken. Lessee further acknowledges that no representation as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by the Lessor. Lessee accepts the Premises in "as is" condition.

3. Rent and Security Deposit.

A. Consideration for the Lease shall be those services and construction provided by the Lessee, as more particularly set forth on **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Rent"). Lessor hereby grants its consent to Lessee and permission for Lessee to enter on Lessor's property and to do the work, services and construction as set forth on **Exhibit "B."**

B. Lessor agrees that no deposit shall be required of Lessee.

4. Termination of Lease. This Lease Agreement shall terminate at 11:59 p.m. on December 31, 2040.

5. Alterations. Lessee shall not make any alterations, additions or improvements to the Premises, with the exception of those improvements set forth on **Exhibit "B,"** without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall have the right to make any emergency repairs to the Premises as Lessee may determine necessary. All alterations, additions, and improvements erected by Lessee shall be and remain the property of Lessee during the term of the Lease. At least Twenty-four (24) hours prior to the commencement of any work permitted to be done by persons requested by the Lessee on the Premises, the Lessee shall notify the Lessor of the proposed work. During any such work on the Premises, the Lessor, or its representative, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices such as those provided for by any applicable statutes or to take any further action which the Lessor may deem to be proper for the protection of the Lessor's interest in the Premises.

6. Event of Default. The following events shall be deemed to be events of default under this Lease: Either party shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within Ninety (90) days after receipt of written notice thereof from the non-defaulting party.

7. Responsibilities of Lessee.

A. Lessee warrants that the Premises will be operated as a parking lot for the purpose of generally providing automobile and motor vehicle parking for Lessee and its guests, agents, representatives and employees. Substantive changes in the operation of the Premises from the services as set forth herein, after the execution of this Lease, must first be approved, in writing, by the Lessor, which approval shall not be unreasonably withheld or delayed.

B. Further responsibilities of Lessee shall include the following:

1. The as needed maintenance, upkeep, repair and cleaning of the Premises, including landscape maintenance, snow removal, sweeping, crack-seal, and striping;
2. Provide ordinary and customary repair and maintenance of the Premises as necessitated by the Lessee's operations on the Premises; and
3. Provision of all equipment, supplies, materials, employees and labor necessary to maintain the Premises.

8. Responsibilities of Lessor.

A. Provide the Premises to the Lessee, as of the Effective Date of this Lease.

B. Upkeep, repair and cleaning of the Premises during and after Lessor weekend or afterhours events.

9. Public Liability and Property Damage Insurance.

A. During the term of this Lease, Lessee shall at its own expense maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in the State of Colorado, that will insure Lessee against liability for injury to person and property and for death of any person or persons occurring in or about the Premises. The limits of such public liability insurance shall be One Million Dollars ($1,000,000.00) each occurrence and One Million Dollars ($1,000,000) aggregate, and property damage insurance shall not be less than Five Hundred Thousand Dollars ($500,000.00). Lessee shall provide the Lessor with copies or certificates of all policies. A copy of such policy shall be provided to the Lessor prior to the Effective Date of this Lease. The Lessor shall be named as additional insured on all insurance policies required herein.

B. The parties hereto understand and agree that the Lessee is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Lessee, its officers, or its employees.

10. Signs. Lessee shall have the right to install signs upon the Premises only when first approved in writing by the Lessor and subject to any applicable governmental laws, ordinances, regulations and other requirements. Lessee shall remove all such signs at the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, and Lessee shall repair any injury or defacement, caused by such installation and/or removal. Lessee shall not place or display political or election signs, banners, posters or endorsements for any political or election cause, candidate or party anywhere on the Premises.

11. Inspection. The Lessor and the Lessor's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by the Lessor under the terms of this Lease. Lessee shall give written notice to the

Lessor at least thirty (30) days prior to vacating the Premises and shall arrange to meet with the Lessor for a joint inspection of the Premises prior to vacating.

12. Utilities. Lessor shall pay for cost of all utilities and services, of every kind and nature i.e. water and parking lot lighting, if any, used on the Premises. Service shall be designated in the name of the Lessor as of the Effective Date of this Lease. Lessee shall pay for such costs directly. With regard to any costs which the Lessee must pay on Lessor's behalf, such costs shall be paid by Lessor to the Lessee upon demand.

The Lessor shall in no event be liable for any interruption or failure of utility services on the Premises. Lessor agrees to pay promptly for all such utilities and services and to indemnify and hold harmless the Lessee from any and all claims for payment of the utilities and services for which Lessor has sole responsibility.

13. Damage and Destruction.

A. If the Premises should be totally destroyed by fire, tornado or other casualty, or if the Premises should be so damaged thereby that rebuilding or repairs cannot in the Lessor's estimation be completed within One Hundred Twenty (120) days after the date upon which the Lessor is notified by Lessee of such damage, the Lessee may elect to either repair the damage or terminate this Lease.

B. If the Premises should be damaged by any peril covered by the insurance provided by the Lessee or by the Lessor but only to such extent that rebuilding or repairs can, in the Lessor's estimation, be completed within One Hundred Twenty (120) days after the date upon which the Lessor is notified by Lessee of such damage, the Lessor shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which it existed prior to such damage.

14. Indemnity and Non-Liability. A. Lessee is not an agent nor an employee of the Lessor hereunder, and all of its activities relating to the Premises shall be in its capacity as independent party from the Lessor.

1) Obligation of the Lessee. Lessee shall pay all obligations and defend all disputed claims arising out of or resulting from Lessee's activities conducted in connection with or incidental to the use of the Premises and this Lease. Lessee shall keep the Lessor fully advised of any such matters.

2) Obligation of the Lessor. Lessor shall pay all obligations and defend all disputed claims arising out of or resulting from Lessor's activities conducted in connection with or incidental to the use of the Premises. Lessor shall keep the Lessee fully advised of any such matters.

3) Indemnification by Lessee. To the extent allowed by Colorado law, Lessee agrees to indemnify, hold harmless and defend the Lessor, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other costs arising out of or resulting from Lessee's negligent acts or omissions related to the Premises and the Lessee's use of the Premises.

4) Indemnification by Lessor. Lessor agrees to indemnify, hold harmless and defend the Lessee, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other costs arising out of or resulting from Lessor's negligent acts or omissions related to the Premises and the Lessor's use of the Premises.

5) Notice of Claims. Lessee and the Lessor will provide each other with prompt written notice of any event covered by the indemnity section of this Lease and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf.

B. Both the Lessor and the Lessee agrees to pay and discharge any mechanics, materialmens or other lien against the Premises claimed in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Lessor or Lessee, provided that both the Lessor and the Lessee may contest such lien claim upon furnishing the other party such indemnification for the final payment and discharge thereof, together with the costs and expense of defending the same, as the other party may reasonably require.

15. Remedies. Upon the occurrence of any of such events described in Paragraph 6, or any default of the requirements of this Lease by either party, the non-defaulting party shall have the option to pursue anyone or more remedies available at law and equity, with the exception that the Lessor shall not have the remedy of termination of the Lease

16. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Lessor:

Erie United Methodist Church
604 Holbrook
P.O. Box 8
Erie, CO 80516_

With a copy (which shall not constitute notice) to:

_____
_____
_____

If to the Lessee:

Director of Public Works
Town of Erie
P.O. Box 750
Erie, Colorado 80516

With a copy (which shall not constitute notice) to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

17. Expiration of the Term of this Lease. Upon the expiration of the term of this Lease, or upon termination as allowed herein, Lessee agrees to surrender and deliver up the Premises in as good order and condition as when the same were entered upon by Lessee, ordinary wear and tear excepted.

18. Hazardous Materials.

A. Hazardous Materials. As used herein the term "Hazardous Materials" shall mean any of the following, in any amount: (ii) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (ii) any radioactive substance; (iii) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (iv) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies.

B. Hazardous Materials Laws. As used herein the term "Hazardous Materials Laws" shall mean any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials.

C. Claims. As used herein the term "Claims" shall mean all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

D. Compliance with Hazardous Materials Laws. Neither party shall cause any Hazardous Material to be brought upon, kept or used in or on the Premises in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Both parties, at their respective cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Premises required for use of the Premises and will notify the other party of any and all Hazardous Materials brought upon, kept or used on the Premises (other than small quantities of cleaning or other supplies as are customarily used in the ordinary course of cleaning a parking lot). Neither party will take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Premises, without first (a) notifying the other party of its intention to do so and (b) affording the other party reasonable opportunity to investigate, appear, intervene and otherwise assert and protect the other party's interest in the Premises.

E. Notice of Actions. Each party will notify the other party of any of the following actions affecting the Premises that result from or in any way relate to that party's use of the Premises immediately after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (ii) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any reports made by any person, including Lessor or Lessee, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Each party shall deliver to the other party, as promptly as possible and, in any event, within five (5) days after that party first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or use of the Premises. Upon either party's written request, the other party will promptly deliver documentation reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises.

F. Disclosure and Warning Obligations. Each party acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from, or in any way relating to use of the Premises are that responsible party's sole responsibility.

G. Indemnification. Lessor represents and warrants there will be no hazardous materials in the Premises as of the date of execution of this Lease. Each party will indemnify, defend (with counsel reasonably acceptable to the other party), protect and hold harmless the other party from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Premises (including water tables and atmosphere) resulting from or in any way related to the responsible party's use of the Premises. The Obligations under this Section 18 include, without limitation and whether foreseeable or unforeseeable, (i) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises; (ii) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (iii) the value of any loss of use of the Premises; and (iv) consultants' fees, experts' fees and response costs. The obligations of the parties under this Section 18 shall survive the expiration or earlier termination of this Lease.

19. Lessee's Option to Purchase.

During the term of this Lease, in the event Lessor determines to sell the Premises or any portion of the Lessor's property (hereinafter the "Property"), then, in that event, Lessor shall, prior to selling the Premises or any portion of the Lessor's Property to any third party, offer said Premises and Property to Lessee for Lessee's purchase.

Terms of the sale and sale price shall be determined by agreement between the Lessee and the Lessor.

In the event Lessor determines, at Lessor's sole discretion and option, to sell the Premises or any portion of the Property, Lessor shall inform Lessee in writing of the availability of the Premises or any portion of the Property when it becomes available for sale.

Such notice shall be delivered to the Lessee as provided in Paragraph 16, herein. From the date of Lessee's receipt of the Lessor's written notice of the availability to purchase the Premises or any portion of the Property, Lessee shall have thirty (30) days to either accept or reject the purchase of the available Premises or any portion of the Property. Such acceptance or rejection shall be in writing, delivered to the Lessor as provided in Paragraph 16, herein.

In the event Lessee agrees in writing to purchase the available Premises or any portion of the Property as designated in the Lessor's notice within the time limit as set forth herein, then Lessor and Lessee shall prepare a purchase and sale agreement ("PSA") for review and signature by the parties. The PSA shall be prepared within thirty (30) days of Lessor's receipt of the written acceptance from Lessee.

From the date of completion of the proposed PSA, Lessee shall have thirty (30) days to either accept or reject the proposed PSA. If Lessee accepts the proposed PSA, Lessee shall execute the proposed PSA, and shall deliver said executed PSA to Lessor. Failure of Lessee to deliver the executed PSA to the Lessor within the thirty (30) day period shall constitute Lessee's rejection of the proposed PSA and the termination of Lessee's rights hereunder.

20. Termination by Lessee. The Lessee may terminate this Lease at any time, for any reason, by giving at least ninety (90) days prior written notice to the Lessor of such termination and specifying the effective date of the termination.

21. Miscellaneous.

A. No Sublease, Transfer or Assignment. Lessee shall not assign, transfer or sublease this Lease without the express prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

B. Entire Agreement. This Lease constitutes the entire agreement between the parties. This Lease may not be altered, changed or amended except by an instrument in writing signed by both the parties.

D. Interpretation. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

E. Terms Binding. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

F. Captions. The captions herein are inserted in this Lease for convenience only and in no way define, limit or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.

G. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Lease. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

H. Amendments. No amendment or modification of this Lease, or any approvals or permission of the parties required under this Lease, shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

I. No Waiver. No assent, express or implied, to any breach of anyone or more of the covenants or agreements herein shall be deemed to be taken to be a waiver of any succeeding or other breach. The various rights, remedies, powers, options and elections of the parties hereto reserved, expressed or contained in this Lease are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, powers, options or election as are now or may hereafter be conferred upon the parties by law.

J. Force Majeure. If the ability of either party to meet its obligations hereunder is prevented by any cause of force majeure or act of god beyond the control of either party, then such failure to meet the obligation caused thereby shall be without penalty or default.

K. Attorneys' Fees. In the event of any action or proceeding brought by either party under this Lease, the prevailing party shall be entitled to recover Court costs, costs of the action, and reasonable attorneys' fees.

L. Recordation. This Lease shall be recorded in the real property records of the County of Weld, State of Colorado. Lessee shall pay the cost of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first-above written.

LESSOR:
ERIE UNITED METHODIST CHURCH, a Colorado non-profit corporation

By: _____
7-7-15

ATTEST:

By: _____, Secretary
7-7-15

LESSEE:
TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

7/7/15(3)

Exhibit A

[legal description of the Premises]

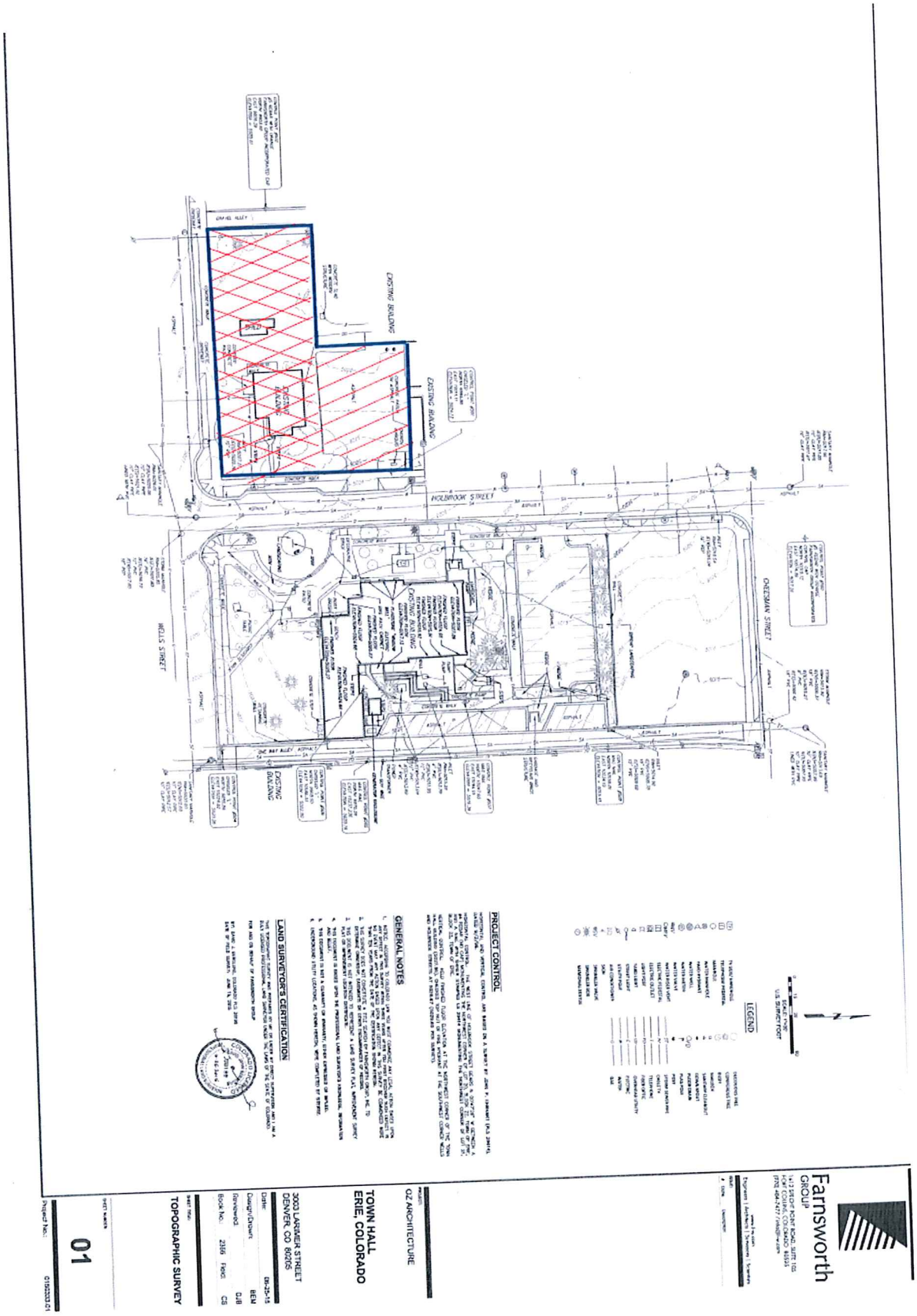


Exhibit B

[Town's consideration for the Lease]

1.0 DEMO EXISTING STRUCTURE

- Demo existing house located on 602 Holbrook Street
- Remove existing trees and Remove all Debris
- Demo will be performed in 2015

2.0 DESIGN, OBTAIN APPROVAL AND CONSTRUCT NEW PARKING LOT

- Design future parking lot located at 602 Holbrook per Town of Erie code
- Construct future parking lot located at 602 Holbrook
- Design will begin in 2015
- Construction will be 2015-2016

3.0 MAINTENANCE AND PERFORMANCE STANDARDS

- Inspection of the parking lot with lessor performed annually on the anniversary of the executed lease agreement date.
    - A Maintenance punch-list will be compiled from the inspection
    - Needed maintenance repair will be agree upon by the Lessee and the Lessor and will include the following as-needed:
        - Crack-seal, striping, patching and resurfacing.

May 18, 2015

Gary or Ted
Erie United Methodist Church

ATTN: Gary or Ted G.polly@skybeam.com

RE: Erie United Methodist Church

Gary or Ted,

Thank you for the opportunity to provide you pricing for the above mentioned project. Alpine Demolition Inc. is pleased to provide you a detailed proposal including our Statement of Qualifications (SOQ), previous project experience and Safety Documents.

SCOPE OF DEMOLITION WORK:

Demolition and or abandonment of underground wet utilities within 5'-0" of building line. Site excavation within 5'-0" of building line. We have included in our proposal the following items:

- Remove and recycle ferrous and non-ferrous metals
- Remove and recycle steel frame structure
- Remove and recycle concrete floor slabs
- Remove and recycle CMU and stucco exterior walls
- Remove and recycle concrete foundation walls and footings
- Remove and recycle existing concrete walk areas
- All recycle materials and salvage items will become property of Alpine Demolition
- Cut and cap sanitary sewer line within 5'-0" of building line
- Cut and crimp water line within 5'-0" of building line
- Cut and cap storm sewer within 5'-0" of building line
- Grade building area clean with existing soils (note: building areas and foundation areas will be depressed due to the removal of the foundation systems)
- Insurance
- One Mobilization/Demobilization

- Equipment Costs
- Labor
- Permits
- Trucking and Disposal

Excluded in Price:

- Traffic control
- Temporary site fencing during demolition
- Temporary sanitary facilities during demolition
- Excavation of site areas more than 5'-0" from building line
- Export of excavation spoils
- Import of fill material
- Re-vegetation of disturbed land areas
- Relocation of trees or shrubs
- Disconnection of gas and electric utilities (Alpine can assist with coordinating utility companies for disconnection of those services)
- Removal and disposal of contaminated soils
- Abatement, removal and disposal of lead based paint materials (Alpine can provide these services under a separate contract if required) not required for complete building demolition
- Recovery of CFC containing refrigerants from roof top mounted HVAC equipment
- Offsite demolition
- Removal, testing transportation and disposal of asbestos containing materials, or other contaminated materials
- Demolition, transportation and disposal of Category I and Category II non-friable Asbestos Containing Materials (Alpine can provide pricing for the additional cost of handling and disposal of these materials)
- Disconnection of fire alarm system if required
- Disconnection of fire sprinkler system if required
- Storm water plan and maintenance documentation
- Storm water management plan/BMP's (to be provided and maintained by others if required)
- Vehicle tracking pads/silt fence (to be provided and maintained by others if required)
- Work in public right of way
- Removal of concrete curb and gutter, concrete sidewalks and drain pans in the public ROW
- Removal of utilities in the public ROW
- Cutting and capping of wet utilities at the city main line
- ROW occupancy permits for sidewalk and street closures
- Shoring and underpinning of adjacent buildings, streets, alleys, parking lots or sidewalk

THE PRICE FOR THE ABOVE REFERENCED DEMOLITION WORK IS: $ 9,713.00

ADD ALTERNATE #1: Asbestos Survey

If an asbestos survey is needed.

ADD: $ 650.00

We thank you for the opportunity to provide you pricing, if we can assist you in any other way or if you need additional information please contact me directly. Thank you again and we look forward to working with you.

Thank you,

Austin Russell

Austin Russell, Estimator
Alpine Demolition Inc.

June 3, 2015

Erie United Methodist Church
P.O. Box 8
Erie, Colorado 80516

Subject: Request For Gas removal at 602 Holbrook Street, Erie, Colorado 80516

Dear: Erie United Methodist Church

I have completed the engineering design and cost estimate to provide Gas removal based upon information you have provided. This design is based upon Gas removal, as shown on the enclosed drawing. The cost to provide the requested Gas removal is $2,079.55, which is non-refundable and payable in advance.
This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the (this does not apply to this installation).

If you accept the above costs and system design, please sign and date the second page of this letter and return the documents to me along with the payment made out to Public Service Company of Colorado, at the address shown below. We are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. After the signed and dated documents and total payment of $2,079.55 are received, a work order will be issued and released so your project can be placed on the construction schedule. Our current lead-time to begin work after receiving the payment and signed documents is approximately 5-7 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until 08/03/15. If you have any questions regarding this project, please call me at 303-245-2248.

Sincerely,
Dorothy Terranova
Dorothy Terranova
Xcel Energy Technician

Mailing address: Public Service Company of Colorado
2655 N 63rd St
Boulder, CO 80301

Revision June 1, 2015

Enc: Frost Agreement
Contingency List
Drawing

Re:

I have reviewed and approve of the enclosed design. I accept the cost of $2,079.55 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. I will send a signed copy of this letter with the applicable agreements.

*Signature: _____ Date: _____

Print Name: _____ Title: _____

Mailing address: _____

_____

_____

* Confidential Information

Xcel Energy®

GAS CONTINGENCY LIST

*CUSTOMER: Erie United Methodist Church
ADDRESS: 602 Holbrook Street
CITY: Erie, Colorado 80516
DESIGN NO: 497628
SIGNATURE _____ DATE _____

Xcel energy has completed the engineering design and cost estimate for your gas distribution request. Xcel energy will install the facilities, as shown on the attached engineering sketch, when all contractual obligations and customer supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason, this does not meet your request as intended, please review with Xcel Energy Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) Xcel Energy looks forward to completing the installation of these facilities for you and providing for any future energy needs you may have.

GENERAL:

- All necessary easements and rights-of-way must be provided to Xcel Energy at least 10 days prior to the start of construction.
- The design and estimate are contingent upon Xcel Energy acquiring the following permits and/or approvals:
  - ☐ Town Permit
  - ☐ County Permit
  - ☐ State Highway crossing permit
  - ☐ Railroad Crossing permit
  - ☐ Bureau of Land Management (BLM) approval
  - ☐ Grading and drainage permit
  - ☐ Water Board crossing
  - ☐ Special permit
  - ☐ Corps of Engineer's permit
- Developers are required to have curb and gutter installed prior to installation of gas distribution facilities.
- When construction consists of five or less sites, all sites must be ready. On larger projects, approximately 50% of the sites must be ready.
- Necessary curve points and property pins must be staked and visible.
- Water line, sewer lines septic systems, leach fields or any other underground obstruction must be staked, flagged and installed prior to Xcel Energy gas construction.
- All street / easements / service lateral routes are to be within plus or minus 6 inches of final grade except for surface mounted equipment, which must be exact final grade.
- Landscaping and pouring/paving of driveways must be delayed until after installation of facilities (services excepted).
- Where slopes exist that prohibit trenching, the customer must provide temporary grade for trenching equipment.
- The construction route must be clear of all obstructions.
  - Construction material must be cleared from route.
  - Temporary trailers, buildings or other obstacles must be moved.
  - Xcel Energy will clear trees along the construction route. If the customer elects to clear the trees on his/her own property, will be deducted.
- Xcel Energy is required to provide the following trench specifications:
  - ☐ Wheel Compaction feet of trench
  - ☐ 85% Standard Proctor Compaction feet of trench
  - ☐ 85% Modified Proctor Compaction feet of trench
  - ☐ 95% Standard Proctor Compaction feet of trench
  - ☐ 95% Modified Proctor Compaction feet of trench

*Confidential Information

- All streets/easements/service routes are to be within six inched of final grade except for regulator stations and meter installation locations must be exact final grade.
- Xcel Energy will not be responsible for the repair or replacement costs resulting from damages to items which are not marked prior to beginning this installation.
- Customer will be responsible for replacement of existing sod, shrubs, trees, etc. and repairing existing paving, at no cost to Xcel Energy.
- The customer must insure that all Xcel Energy facilities remain accessible at all times for routine maintenance purposes.
- All roof drains are to be directed away from Xcel Energy equipment in a manner to prevent damage and/or settling of facilities.
- If there are known contaminants on the property it is the owners responsibility to remove these prior to Public Service (PSCo) installing our facilities. If contaminates are encountered that were previously unknown, all work will be stopped until owner remediates the site to ensure Public Service Company's Crews are working in non-contaminated soils and that all facilities are setting on or buried in non-contaminated soils.
- The developer/owner shall be responsible for all federal, state law(s), and local ordinances of any soil and or debris excavated from the property that is contaminated with hazardous substances, wastes, petroleum, etc. The developer/owner shall be responsible for environmental conditions and the costs that result in PSCo causing or exacerbating a release of hazardous substances or that will require PSCo to adopt greater or different procedures for utility installation than its standard business practices when dealing with clean, uncontaminated soils.
- If you prefer to avoid frost charges by waiting till frost depth is less than thirteen (13) inches, you must notify Xcel Energy at the time of your application for service installation. Otherwise, please complete and return the Frost Conditions Agreement.

METER AND SERVICE INFORMATION

- The permanent address must be attached to the building before the permanent meter will be set.
- Multiple unit structures must have each meter housing and fuel line permanently identified before the meter will be set.
- Multiple unit structures with banked metering require separate trenches for any customer-owned fuel lines.
- No customer-owned facilities will be allowed in any utility easement as granted by the customer.
- Customer is responsible to provide required clearances for all electric and gas metering equipment (see the "Xcel Energy Standard for Electric Installation and Use").
- Xcel Energy will install all gas services.
- If gas meter needs bumper protection, the customer is responsible for the installation and cost of installing the protection. Contact design engineer for bumper protection clearance requirements.
- Adequate conduit under concrete, decks or other obstructions shall be the responsibility of the customer.
- ☐ If checked, customer must provide a concrete pad for gas meter support at no cost to Xcel Energy.
  - Meter Pad Dimensions: long X wide X thick.

FORM 100-25-7424 04/12 (YELLOW) MISC "PROPOSED"

ADDRESS 602 Holbrook ST., ERIE W.O.

FACET NO. DATE ISSUED ISSUED BY SERVICE ORIGINAL YEAR INSTALLED

PRESSURE SYSTEM PL LOAD EFV ☐ Y ☐ N IF NO, REASON WHY?

INCH MAIN IS FT. OF P.L. OF ST - AVE STREET WIDTH

OLD SERVICE INCH KIND IS FT. OF P.L. OF ST - AVE

RISER ON WALL IS FT. FROM WALL SERVICE LIES FT FROM WALL OF BLDG.

☐ REROUTE ☐ AIR-TEST ☐ CHANGE LOCATION

☐ RENEWAL ☒ CUT-OFF ☐ BRANCH ☐ OTHER

Joint Trench Y ☐ N ☐ with

WORK SURFACE ☐ ASPHALT ☐ LAWN/DIRT

CONCRETE CUT ☐ YES ☐ NO

TRAFFIC CONTROL ☐ YES ☐ NO

PERMIT# QUICK CHANGE VALVE ☐ Y ☐ N

C.P. INTRUCTIONS: CHECK ALL APPROPRIATE BOXES

CP AREA

	Y	N	AT	M	S	R	O
1. TIE/BOND TRACER WIRE							
2. INSTALL ANODE (9# or 17#)							
3. INSTALL INSULATOR							
4. NON-CORRODIBLE RISER							
5. INSTALL WRAPPED RISER							
6. PROTECTED?							

Y - YES
N - NO
M - MAIN
R - RISER
S - SERVICE LINE
O - OTHER (SEE NOTES)

INSTRUCTIONS

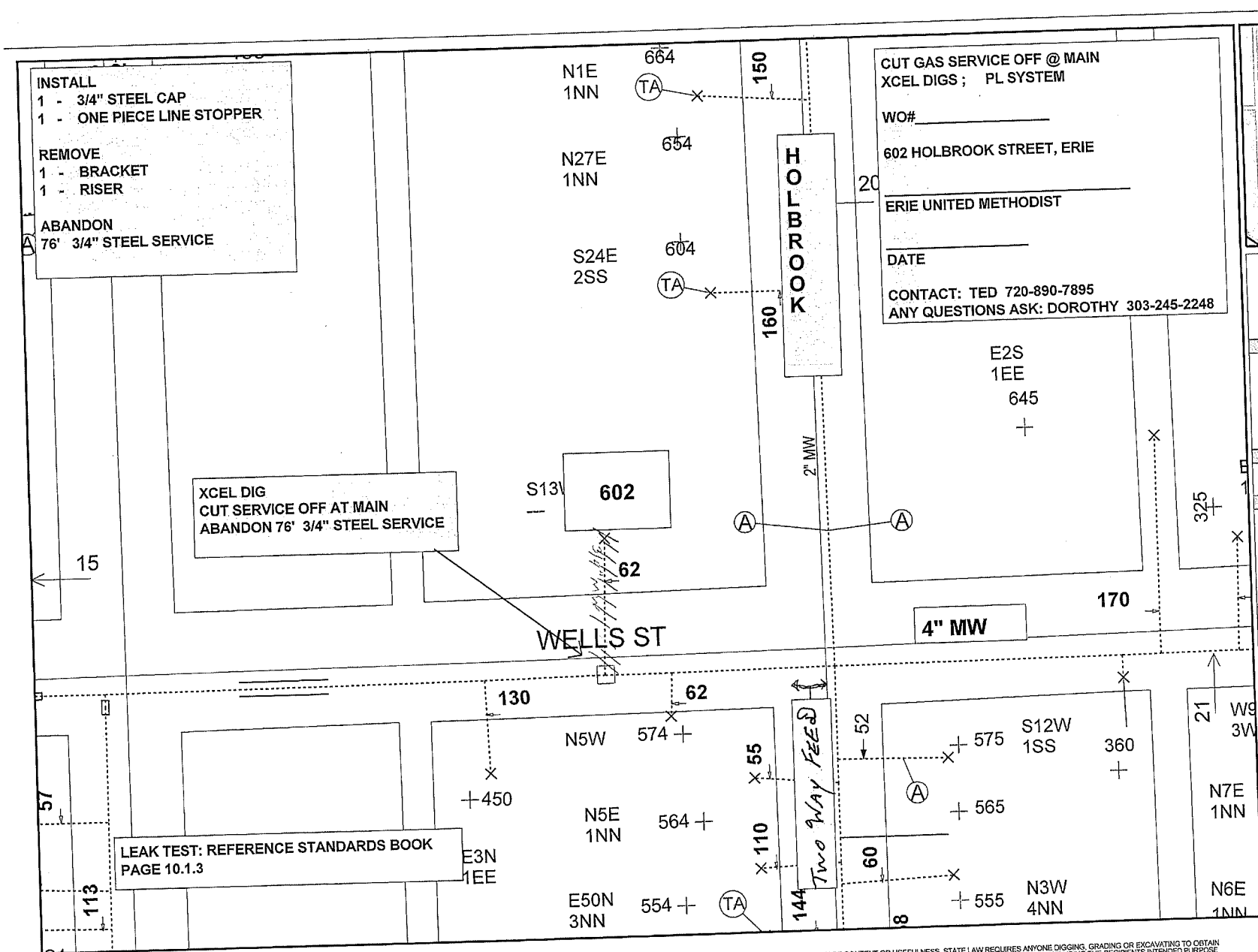
EFV STICKER PLACEMENT

Rock: Footage Depth

Frost: Footage Depth

OWNER OR AGENT

PHONE NO. DATE



Work Order Information	
Service Request #	01201805
Design Number	: 0000497628
Designer/Planner ID	: TRRD03
Designer/Planner Name	: Dorothy Terranova
Designer/Planner Ph #	: (303) 245-2248
Manager Approval	:

Joint Utility	
E:	G:
T:	C:

Design Location	
Division	: Boulder
County	: Weld
City	: Erie
Address	: 602 Holbrook St
T: 1N R: 68W S: 19	
Map # : 2124260 03	Permit : Yes

Electric	
Feeder:	Voltage:
Phase:	Bkup Dev ID:

Gas	
System : PL	Pressure : 2-25
Size : 4" MW	Material :
Dead End : Two Way Feed	

Work Order # :

Date: 05/29/2015

Sketch: 1 Of 1 Sketch

Scale: 1" equals 50'

Xcel Energy®

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO_____

FOREMAN_____ DATE_____

TEAM LEADER_____

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Consulting Agreement" or "Agreement") is made and entered into this _____ day of May, 2015, by and between **OZ Architecture**, a Colorado Corporation, whose address is **3003 Larimer Street Denver, CO 80205** (hereinafter referred to as "Consultant") and the **TOWN OF ERIE, COLORADO,** a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as "Town" or "Erie").

WITNESSETH

WHEREAS, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

WHEREAS, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: **Town Hall West Parking Lot and Property Surveys** ("Project").

2. Consultant's Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "A", attached hereto and incorporated herein by this reference (the "Services"). The Consultant shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Consultant shall perform the Services meeting all industry safety standards.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the total amount of **$33,768.00**, and payable in accordance with the payment schedule, as set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. The Town agrees to reimburse the Consultant for the reimbursable expenses incurred by the Consultant in connection with the Services, such expenses to be described in detail in Exhibit "A". Travel expenses between the Town and the Consultant's office shall not be considered reimbursable expenses. The Consultant shall maintain an accurate record of all such expenses and provide itemized records and copies of receipts when submitting such expenses to the Town for reimbursement. The maximum amount reimbursable by the Town to the Consultant

under this Consulting Agreement shall be set forth on Exhibit "A". Such expenses not described on Exhibit "A", shall not be reimbursed by the Town.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on the date of this agreement and shall end on **December 31, 2015**. The Services shall be completed as soon as good practice and due diligence will permit.

7. Termination.

A. This Consulting Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Consulting Agreement through no fault of the terminating party.

B. This Consulting Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Consultant.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Consultant in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Consulting Agreement, whether completed or in progress.

8. Insurance.

8.1 Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph 17 of this Consulting Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Consultant or a subcontractor engaged in the performance of work under this Consulting Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in the performance of this Consulting Agreement. The policy shall contain a severability of interests provision.

D. Professional Liability insurance within minimum single limits of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy require above.

8.3 A certificate of insurance shall be completed by the Consultant's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Consulting Agreement. The certificate shall identify this Consulting Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Consultant shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to: Town Clerk, Town of Erie, PO Box 750, Erie, CO 80516

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Subcontractors. Consultant shall contract with and pay any and all subcontractors used by Consultant in the performance of the Project. The Town shall in no event have any liability to any subconsultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's subcontractors.

10. Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights

Commission. At all times during the performance of the Agreement, Consultant shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

10A. No Discrimination In Employment. In connection with the performance of work under this Agreement, Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and will be made available for the Town's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the services.

14. Obligation of Non-Disclosure. The Consultant agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Consultant pursuant to this Consulting Agreement, or provided to the Consultant by other consultants. Consultant shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Consultant shall not use the information or items set forth hereinabove for its own account, or another's account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Consultant's subconsultants under this Consulting Agreement, and hereby approves such sharing and use.

15. Acknowledgement of Ownership. Consultant acknowledges that all drawings

documents, information and materials relating to the Services performed and the Project for which the Services are performed, as well as those items described in paragraph 14, are or shall become, upon termination of this Consulting Agreement, the exclusive property of the Town.

16. Return of Information. Promptly upon the Town's request, and in any event upon the termination of this Consulting Agreement for any reason, all documents, materials and writings, as well as those items described in paragraph 14, and all copies thereof provided by the Town to the Consultant, directly or indirectly, shall be returned by the Consultant to the Town.

17. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Consultant shall be liable to the Town for any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

18. Communications. All communications relating to the day-to-day Services for the Project shall be exchanged between the respective Project representatives of the Town and the Consultant who will be designated by the parties promptly upon commencement of the Services.

19. Indemnification. Consultant agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant, at Consultant's own expense using those attorneys that the Town deems appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant seeking to impose liability for such claim or demand, Consultant shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Consultant shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.

20. No Assignment. Consultant's duties and obligations pursuant to this Consulting Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.

21. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town:	Director of Public Works Town of Erie P.O. Box 750 Erie, Colorado 80516
With a copy (which shall not constitute notice) to:	Mark R. Shapiro Mark R. Shapiro, P.C.

1650 38th Street, Suite 103
Boulder, Colorado 80301

If to the Consultant:

OZ Architecture
Joe Levi, Principal
3003 Larimer Street
Denver, CO 80205

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of **$33,768.00** has been budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year ending December 31, 2014. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2016, then, and in that event, this Consulting Agreement shall immediately terminate as of December 31, 2015, without further action of any party. The Town shall provide notice to Consultant prior to December 31, 2015, as to whether an appropriation has been made for further work anticipated following December 31, 2015.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

D. Consultant shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (1) notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Consultant violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. Consultant understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

24. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Consulting Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Consultant by the Town when due shall earn interest at the rate of twelve percent (6%) per annum.

25. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

27. Entire Agreement. This Consulting Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.

28. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Consulting Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Consulting Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Consulting Agreement shall not be affected thereby.

29. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Consulting Agreement.

30. Binding Agreement. This Consulting Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
A.J. Krieger, Town Administrator

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

CONSULTANT:

OZ ARCHITECTURE,
a Colorado corporation

By: James S. Bevelhof
JAMES S. BEISHA, President

ATTEST:
By: _____
TRACY TAFOYA, Secretary

rev. 6/13/2012

EXHIBIT "A"

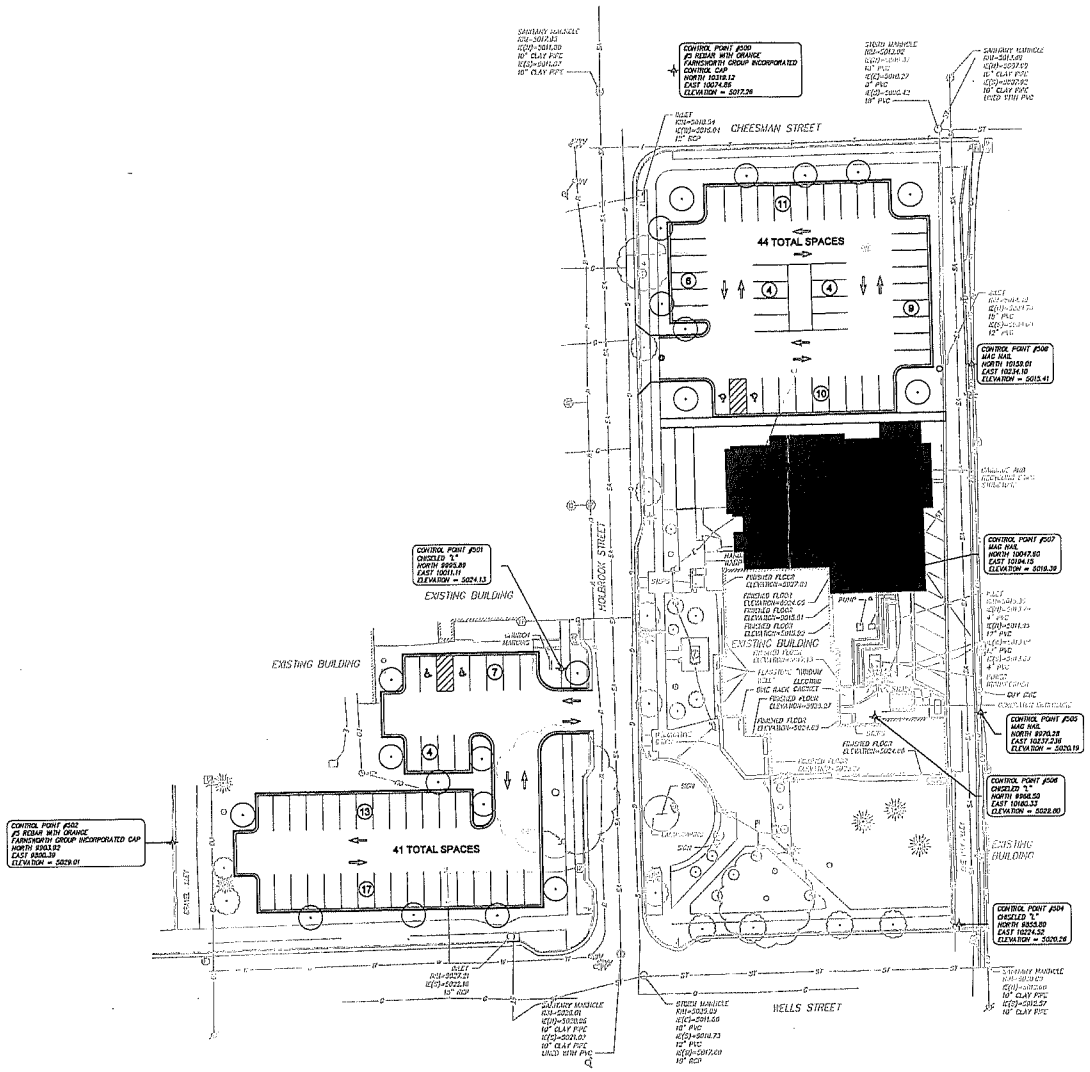
(Services to be provided by Consultant)

ERIE TOWN HALL - West Parking lot & Surveys						
Task	Senior Designer		Principal		Total per Task	Notes
OZ	Hrs	$125	Hrs	$190		
Kickoff Meeting	2.5	$312.50	2.5	$475	$788	1 meeting
Design Layout	2	$250	1	$190	$440	
Landscape Review	2	$625	1	$475	$1,100	
50% & 95% review	4	$500	2	$380	$880	
Permit coordination	3	$375	1	$190	$565	
Bidding Contractor selection	4	$500	1	$190	$690	
Site Construction meetings	12	$1,500	2	$380	$1,880	4 total
Punch	4	$500	0	$0	$500	
Closeout	1	$125	0	$0	$125	
Sub Total	34.5	$4,688	11	$2,280	$6,968	

Task					Total per Task	Notes
Farnsworth						
Survey future Parking lots & church lot					$6,500	
Survey existing Building site					$2,300	
Civil					$18,000	
Sub Total	51.5	$6,813	13	$2,660	$26,800	

TOTAL For all survey work and Parking lot				$33,768	

rev. 6/13/2012



LEGEND

TV BOX/ HANDHOLE	DECIDUOUS TREE
TELEPHONE PEDESTAL	CONIFEROUS TREE
MANHOLE	BUSH
WATER MANHOLE	MAILBOX
YARD HYDRANT	SANITARY CLEANOUT
WATER WELL	DOWN SPOUT
WATER METER	FLOOR DRAIN
WATER VALVE	FLAG POLE
WATER RISER VENT	POST
ELECTRIC PEDESTAL	STORM SEWER PIPE
ELECTRIC OUTLET	CABLE TV
LIGHT POST	TELEPHONE
YARD LIGHT	FIBER OPTIC
STREET LIGHT	OVERHEAD UTILITY
UTILITY POLE	ELECTRIC
AIR CONDITIONER	WATER
SIGN	GAS
SPRINKLER VALVE	
SPRINKLER BOX	
MEMORIAL STATUE	

Farnsworth GROUP
1612 SPECHT POINT ROAD, SUITE 105
FORT COLLINS, COLORADO 80525
(970) 484-7477 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	Date:	Description:

PROJECT:

OZ ARCHITECTURE

TOWN HALL
ERIE, COLORADO

3003 LARIMER STREET
DENVER, CO 80205

Date:	08-25-15
Design/Drawn:	BEM
Reviewed:	DJB
Book No.: 2355	Field: CS

SHEET TITLE:

PARKING EXHIBIT

SHEET NUMBER:

C-101

Project No.: 0150333.01

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date:

SUBJECT:	**RESOLUTIONS:** **Resolution 15-92**: A Resolution Approving Funds for the Completion of the Parking Lot/Trailhead on Erie Parkway
DEPARTMENT:	Parks & Recreation
PRESENTER:	Farrell Buller, Parks & Recreation Director

FISCAL INFORMATION:	Cost as Recommended:	**Approximately $133,000.00**
	Balance Available:	$3,073,797
	Budget Line Item Number:	210 . 50 . 110 . 605000 . xxxxxx
	New Appropriation Required:	☒Yes ☐ No
STAFF RECOMMENDATION:	**Approve Resolution 15-92 to appropriate funds from the Trails and Natural Areas Fund to complete the parking lot/trail head on Erie Parkway.**	

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Colliers Hill Annexation Agreement, Second Amendment dated October 4, 2011 requires an asphalt parking lot to be installed at Erie Parkway just West of Colliers Hill, at the expense of the developer Community Development Group (CDG). Town staff worked with CDG to design the parking lot and the agreed upon amount to be paid by CDG of $75,000.00. The Town currently holds a Letter of Credit that includes the $75,000.00 for this parking lot.

Upon approved design, CDG began clearing land to build parking lot and at which time they found debris under the area that is unsuitable for the parking lot's subgrade. The town then hired Pinyon Environmental, Inc. to conduct an environmental study to determine the extent and type of debris that was buried. Pinyon determined that the materials were construction debris and benign, please see the attached report.

In order to complete the parking lot to Town standards, all buried construction material needs to be removed, fill dirt added to bring the surface up to grade, and then the project can move forward as originally designed. These additional steps are necessary to ensure a parking lot that will conform to Town standards and be safe and useable for the public. We believe this lot will become a major trailhead for the Coal Creek Trail as well as providing access to various neighborhoods and the down town corridor.

Because of the increased scope of the project additional funds are needed to supplement the $75,000.00 committed by CDG. With a cost estimate of $132,631.88 to prepare the site for the parking lot construction staff is requesting that $133,000.00 be appropriated from the Trails and Natural Aras Fund. Once the appropriation has been approved the project can resume with the removal of the debris and installation the asphalt parking lot. It is anticipated that within 90 days of Board of Trustee approval of Resolution 15-92 the parking lot would be open to the public.

Staff Review:

____**Town Attorney**
____**Town Clerk**
____**Community Development Director**
____**Finance Director**
____**Police Chief**
____**Public Works Director**
FB **Park & Recreation Director**

Approved by:

A.J. Krieger
Town Administrator

Attachments:
a. Colliers Hill (Bridgewater) Annexation Agreement (see page 7)
b. Pinyon Environmental, Inc. Report
c. Cost Estimate
d. Aerial view of site
e. Resolution 15-92

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3798317 10/12/2011 12:30P Weld County, CO
1 of 19 R 101.00 D 0.00 Steve Moreno Clerk & Recorder

SECOND AMENDMENT TO THE BRIDGEWATER ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO THE BRIDGEWATER ANNEXATION AGREEMENT ("Second Amendment") is made and entered into this 4th day of October 2011, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, in the Counties of Weld and Boulder, State of Colorado, hereinafter referred to as **"Erie"** or **"Town"**, and **TALLGRASS INVESTORS, LLC, a Colorado limited liability company** and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation,** 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado, 80302, hereinafter jointly referred to in the singular as "**Owner**".

WHEREAS, Erie and Owner previously entered into that certain Bridgewater Annexation Agreement dated October 9, 2007 and recorded on November 19, 2007 at Reception No. 3518317 in the records of the Weld County Clerk and Recorder (the "Original Agreement"), and the First Amendment to the Bridgewater Annexation Agreement dated December 13, 2010 and recorded on December 30, 2010 at Reception No. 3741841 in the records of the Weld County Clerk and Recorder (the "First Amendment"), the Original Agreement and the First Amendment together referred to hereinafter as the "Agreement"; and,

WHEREAS, Erie and Owner desire to amend the Agreement to modify, amend and add certain terms and provisions, as set forth herein below; and,

WHEREAS, the amendments made to the Agreement as contained herein are made necessary by the current economic climate.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Agreement unless specifically stated otherwise herein.

2. Section I. "ANNEXATION AND ZONING," of the Original Agreement is hereby amended to add a new subsection C, "Erie Parkway," to read as follows:

   C. **Erie Parkway.** Erie and Owner acknowledge that Leon A. Wurl Parkway and LAW Parkway, as referred to in the Original Agreement and First Amendment shall hereby be understood to refer to Erie Parkway.

3. Section IX.A "Town Option to Construct Public Improvement; Owner Reimbursement of Costs," of the First Amendment is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

   A. **Town Option to Construct Public Improvement; Owner Reimbursement of Costs.** The Town, at its option and upon written notice to Owner and with

Owner's written consent, may seek to fulfill some or all of the requirements of the Owner under this First Amendment or the Original Agreement and construct any or all of the public improvements required herein to be constructed by the Owner, including acquiring any additional right-of-way necessary for said construction as required to be done by the Owner In the event the Town determine that the public improvements required herein to be constructed by the Owner are necessary prior to the time the Owner would otherwise be required to build the public improvements pursuant to the terms of this First Amendment or the Original Agreement and the Town constructs said public improvements, the Owner shall reimburse the Town for the Owner's share of costs for the construction of the public improvement. Such reimbursement shall be due from the Owner to the Town at the time the Owner would otherwise have been required to build the public improvement pursuant to the terms of this First Amendment or the Original Agreement.

4. Section XI. "SPECIAL PROVISIONS," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

XI. SPECIAL PROVISIONS. Where applicable the following special provisions amend and supersede any previous provisions of Sections I through X regarding the same subject matter.

5. Section XI.A. "PUD," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

A. PUD. The Town's Board of Trustees has previously approved the Amended PUD Overlay (the "Approved PUD"). In the event there is any discrepancy between the Approved PUD, the Municipal Code, Title 10 and/or the "Standards and Specifications for Design and Construction of Public Improvements", the provisions of the Approved PUD shall govern. Any provisions that are not specifically addressed in the Approved PUD shall comply with the Municipal Code, Title 10 and/or "Standards and Specifications for Design and Construction of Public Improvements".

6. Section XI.B.2 "Year," of the First Amendment is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

2. Year. The term "Year" is used throughout this document. Year 1 shall refer to the calendar year in which the first home building permit for the Property is issued by the Town or 72 months from the Effective Date of the First Amendment, whichever occurs first. The Effective Date shall be the date the First Amendment resolution becomes effective ("Effective Date"). However, if the Effective Date or the first home building permit for the property occurs in the last four months of a calendar year, then Year 1 shall refer to the

subsequent calendar year. Year 2, 3… 5, etc. refers to successive calendar years. All deadlines associated with a specific Year shall fall on December 31 of that calendar year.

7. Section XI.B.3 "Phasing," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **Phasing.** The map included as Exhibit "E-1", attached hereto, delineates phases for the development of the Property. Owner shall be entitled to modify the phasing plan to allow development to occur in a non-sequential order and the Town agrees to approve such phasing plan modifications upon written request of the Owner so long as the requirements contained herein, and as required by Municipal Code, Title 10, are complied with.

8. Section XI.C "Density," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

C. **Density.** Owner acknowledges that the maximum number of residential units that may be constructed on the Property is two thousand eight hundred eighty (2,880) units which shall be platted and constructed on the Property in accordance with the Municipal Code Title 10 and the Amended Bridgewater PUD Overlay Map. Owner agrees that approximately four hundred (400) townhouse or multi-family units will be platted and constructed on the Property. Such multi-family units may include one or more of the following housing types, as shown on the Amended Bridgewater PUD Overlay Map, including: Stacked Tri-plex/Quad-plex, Duplex, Manor Home, Patio Homes, Apartment and Condominium, /or Live/Work Units.

9. Section XI.F "Oil and Gas Well Sites," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

F. **Oil and Gas Well Sites.** All existing oil and gas well sites/facilities and all future oil and gas well site/facilities on the Property shall be screened and integrated into open space and park areas within the Property in accordance with Municipal Code, Title 10. The setback to any occupied building as measured from existing or proposed wells, tanks, separators or incinerators shall be in accordance with Title 10 of the Municipal Code. The 350 foot setback requirements may be reduced in the event the Owner complies with the setback reduction procedures provided in Title 10 of the Municipal Code.

10. Section XI.G.1.a "Bridgewater Transmission Main," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

a. **Bridgewater Transmission Main.** The Owner shall install a

18-inch water main and related water system improvements from Erie Parkway north one half mile in the new alignment of Weld County Road 3 (the "Bridgewater Transmission Main"). This segment shall be constructed with the realignment of Weld County Road 3. The Owner will be reimbursed up to $50,000 proportionally, for oversizing cost from a 12-inch line to an 18-inch line at the time a Benefited Property north or east of the Property connects to the line. Benefited Properties shall pay $9.50 per single family equivalent concurrent with the recordation of any final plat on a Benefited Property.

11. Section XI.G.3 "Future Off-Site Water Line Improvements," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **Future Off-Site Waterline Improvements.** The Town will design a minimum 1.5 million gallon water storage tank (the "Zone 3 Tank") at the Towns existing tank site. The Owner shall pay the Town $150,000 upon issuance of the 1000th building permit on the Property that the Town will use to design the Zone 3 Tank. In consideration for Owner funding the sewer line as set forth in Section XI.I.2.b of the Second Amendment, the Owner will not be responsible for any construction costs associated with the Zone 3 Tank, estimated to be $2,500,000, or other off-site water infrastructure.

12. Section XI.H.1 "Irrigated Areas" of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

1. **Irrigated Areas.** Owner shall construct and utilize a non-potable irrigation system within the Property which shall serve, but not be limited to parks, open space, private amenity areas, and arterial and collector rights-of-way. The non-potable irrigation system will include storage facilities, pumping stations, disinfections systems, meters for various users, and an 8-inch reuse line sufficient to supply the Property from the terminus of the existing 16-inch line near the old Erie Wastewater Plant to the storage facilities within the boundary of the Property. The system will be operated and maintained by the Metro District or HOA. The total estimated demand for the Property is approximately 120 acre feet of water per year, including nine (9) acres of grass area in the Community Park and all Neighborhood Parks. The Owner agrees to purchase and the Town agrees to sell 120 acre feet of reuse water upon receipt of a $1,000,000 payment by the Owner for those water shares, which shall be payable in two phases. Upon recordation of the first Final Plat allowing development, Owner

shall pay the Town $500,000 for use of 60 acre feet per year. At the time construction begins on the first phase of the Community Park within the Property, Owner shall pay the Town $500,000 for use of the remaining 60 acre feet per year. The non-potable irrigation system will be sized to service up to 25 acres of Community Park, the neighborhood parks, private amenity areas, open space drip irrigation, and the road way landscaping. If the Owner demonstrates the need to upsize any components of the non-potable irrigation system identified above to adequately service up to 25 acres of the Community Park, the Town will pay for the cost of upsizing the non-potable irrigation system to the Community Park. Potable water shall be used for the irrigation of residential lots and individual pocket parks which are less than one acre in size if they are not part of a larger open space or park area. The Metro District or HOA will invoice the Town on a monthly basis for the Town's consumption of reuse water used for irrigation based on its proportion of the actual costs.

13. Section XI.H.2 "Non-Potable Irrigation Plan," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

2. **Non-Potable Irrigation Plan.** Owner shall submit to the Town a conceptual non-potable irrigation plan ("Non-Potable Irrigation Plan") with the first Final Plat allowing development and a detailed plan for the portion of each subsequent Final Plat allowing development, which shall identify the areas to be irrigated by the non-potable irrigation system, the types of vegetation to be irrigated and the facilities and control devices necessary to provide and control such water. Neighborhood Parks and the Community Park shall be served by the Non-Potable Irrigation system.

14. Section XI.I.3 "North Water Reclamation Facility (NWRF) Interceptor," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **North Water Reclamation Facility ("NWRF") Interceptor.** The NWRF Interceptor has been completed by the Town. Owner shall pay $1,200,000 to the Town in the following manner; $600,000 prior to the recordation of the first Final Plat allowing development, and, $600,000 upon the issuance of the 500th building permit within the Property.

15. Section XI.J.3 "Drainage Facilities," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **Drainage Facilities.** Subject to the Town's approval, the Property

will contain several water quality and stormwater detention areas, which Owner intends to incorporate within the open space and parks on the Property. This detention will ultimately release into the regional drainage basins in the area. Owner agrees that it will incorporate open, grass-lined channels where appropriate in place of concrete channels or underground piping. In the event the Town requires Owner to oversize any drainage improvements to accommodate development of other properties, the Town shall enter into reimbursement agreements for such other properties requiring that they reimburse Owner for their pro-rata share of such oversizing costs. Owner will not be required to accept or accommodate more than historic flows or accommodate any detention that is required on adjacent properties without a mutually agreeable reimbursement agreement between the Town, Owner, and all property owners affected. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or public improvements, so long as Erie has made a good faith effort to recover such costs as provided above.

16. Section XI.N.1 "Private Amenity Facilities," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

1. **Private Amenity Facilities.** Owner may construct one or more private amenity facilities on the Property. These facilities may include pools, clubhouses, a recreation center, parking lots, landscaping, etc., to be determined at the Owner's discretion at the time of Preliminary Plat. These facilities and related improvements shall be owned and maintained by the Owner or the Metro District or a Homeowner's Association.

17. Section XI.N.2.c "Community Park," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

c. **Community Park.** The Bridgewater Community Park ("Community Park") will be dedicated and constructed on the Property in accordance with the Approved PUD and Municipal Code, Title 10. The improvements required for Phase I of the Community Park will be determined at the time of Preliminary Plat for the area of the Property in which the Community Park is located. Phase I will include up to 25 acres of grass play area and active and passive park improvements. The Owner shall pay the Town $2.7 million upon that later of; the issuance of the 1,000th building permit

within the Property or within thirty (30) days written notice from the Town to Owner of the commencement of the design and subsequent construction of the Community Park. Such funds shall be used for the design and construction of Phase I of the Community Park. The Town shall credit Owner for up to 22.5 acre feet of reuse water, at $8,333.00 per acre foot, to serve irrigated areas within the Community Park. Any drainage facilities within the Community Park will be integrally designed in accordance with Municipal Code, Title 10.

18. Section XI.N.2.d.i "Open Space," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

i. **Open Space.** Open Space shall be dedicated in accordance with the Approved PUD. The improvements which Owner agrees to construct shall be limited to an eight (8) foot wide with four (4) foot crusher fines spine trail at a location to be mutually agreed upon with the Town, trees on drip irrigation, reseeding of disturbed areas with temporary irrigation required for establishment of the seed only, an overlook and two (2) paved trail head parking areas, each consisting of not more than twenty (20) parking stalls, at the following locations; 1) next to the Cemetery as shown on the Approved PUD, and 2) on the Town property adjacent to Erie Parkway at the Coal Creek trailhead. Leased CBT Units shall be used for such temporary irrigation as set forth above. The Owner shall construct a connection from the Bridgewater trail to the Coal Creek spine trail adjacent to Erie Parkway which connects the Coal Creek spine trail to the trailhead parking. No crossings of the existing railroad right-of-way will be required of Owner. The remainder of the Open Space shall be left in its native, undisturbed condition. Owner shall not be required to construct any active playfields or parks within the Open Space unless mutually agreed upon. Any water storage, drainage facilities and water quality ponds located within the Open Space will be integrally designed in accordance with Municipal Code, Title 10 and the acreage of each water storage, drainage facility and water quality pond shall be fully credited toward the Open Space land dedication requirement provided these areas meet the

Open Space Design Standards outlined in Municipal Code, Title 10. Owner shall maintain these areas.

19. Section XI.N.2.d.iv "Internal Open Space," of the Original Agreement is hereby deleted in its entirety.

20. Section XI.N.2.d.v "Out-Parcel," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

v. **Out-Parcel.** The Owner has agreed to include the Town owned out-parcel located adjacent to the Property, which has been historically used as a Town dump site ("Out-Parcel"), within the Annexation, Zoning and Approved PUD for the Property. Owner has provided a Limited Phase II environmental site assessment on the Out-Parcel. Owner shall be responsible for incorporating the Out-Parcel into the adjacent open space system which is being developed for the Property, and shall be credited toward Owner's open space requirements. However, in no event shall Owner be required to complete any remediation on the Out-Parcel.

21. Section XI.N.3 "Underpasses," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **Underpasses.** Owner agrees to construct up to a total of two (2) underpasses in the approximate locations shown on the Amended Bridgewater PUD Overlay Map which will allow pedestrians to utilize the trail system on the Property without crossing any of the major collector roadways within the Property at grade. Owner shall fund and construct the two (2) underpasses concurrent with the construction of the corresponding roadways. In lieu of the obligation to construct the 3rd and 4th underpass referenced in the Original Agreement, the Town and Owner agree the Owner shall construct the traffic signal at the intersection of Bridgewater Parkway and WCR 5 as required in Section XII.A.6 of this Second Amendment.

22. Section XI.P "Mine Subsidence," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

P. **Mine Subsidence.** Owner has completed a mine subsidence investigation report and has submitted such report with the first preliminary plat on the Property.

23. Section XII.A.2 of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

2. The Owner will construct the mast arm traffic signals on Erie Parkway and Weld County Road 5 concurrent with the construction of the intersection of Erie Parkway and WCR 5 and Phase 1 of the development. The Town will require the other property owners adjacent to such intersection to reimburse 75% of the total costs for this signal to Owner at the time of the first final plat allowing development within each adjacent property. The High School is 25% of this signal cost. The Town has previously collected $62,500 of this signal cost from SVVSD and will be responsible for reimbursement to the Owner at such time as the signal becomes operational. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs other than the schools portion to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners responsible for payments toward such signal.

24. Section XII.A.3 of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. The Owner will construct the mast arm traffic signal on Erie Parkway and Weld County Road 3 in Year 5 if warrants are met, or earlier at Owner's discretion. The Town will require the other property owners adjacent to such intersection to reimburse 50% of the total costs for this signal to Owner. The Town shall be responsible for the Fire Station corner reimbursement which reimbursement shall be equal to 25% of the cost of the signal and shall be payable to Owner at such time as the signal becomes operational. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner the remaining 25% in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners responsible for payments toward such signal.

25. Section XII. A "Traffic Signalization," of the Original Agreement is hereby amended to add a new subsection A.6, to read as follows:

6. The Owner will construct and fund 100% of the mast arm traffic signal at the intersection of WCR 5 and Bridgewater Parkway. This traffic signal will be constructed with the Community Park Phase 1 improvements and must be completed by the issuance of the 1600th building permit within Bridgewater. Prior to the installation of this signal and concurrent with the improvements of this intersection and

Phase 1 of the development, the Owner agrees to install a temporary Pedestrian Crossing Signal that provides for a full stop condition on north and south bound traffic on WRC 5.

26. Section XII.C.1 "Leon A. Wurl Parkway," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

1. **Erie Parkway.** Owner will construct the north two lanes of a Principal Arterial roadway, from the Coal Creek Bridge crossing to WCR 5. The improvements will include 24-feet of pavement, overlay of the current road surface, curb and gutter on the north side, 4-feet bike lane, the full width of a centered landscaped median near the intersections and a painted median for the balance of the roadway, sidewalk on the north side which may meander into the buffer area, and landscaping within the right of way and adjacent buffer area. The landscaping within the median shall be limited to trees and shrubs on drip irrigation and other ground cover. The construction shall be completed as identified in Exhibit "E-1." The Town will require the property owners to the south of Erie Parkway to provide the south side lanes with curb and gutter when such property is platted.

27. Section XII.C.3 "Weld County Road 3," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

2. **Weld County Road 3.** The Owner will construct WCR 3 from Bridgewater Parkway to Erie Parkway as a Minor Arterial and the section north of Bridgewater Parkway as a two lane Collector roadway. The right-of-way dedication for the portion of the Minor Arterial shall be 120 feet, with two (2) 12-foot roadway sections, a bike lane on each side, curb and gutter, a 16-foot landscape median, and a landscaped buffer and sidewalk on each side. The right-of-way dedication for the Collector portion of the roadway shall be 80 feet, with two (2) 12-foot roadway sections, a bike lane on each side, curb and gutter, and landscaping and sidewalk on each side. The construction shall be completed as shown on Exhibit "E-1" and discussed in Section XI.B.3 of this Second Amendment. With the first phase of construction of WCR 3, pavement will be connected to the existing pavement at the Cemetery.

28. Section XII.C.4 "Weld County Road 10," of the Original Agreement is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

3. **Weld County Road 10.** The Owner will construct the entire section of WCR 10 as a two lane Minor Arterial roadway not including any curb and gutter or sidewalks. A trail along the south side will be

incorporated within the power line easement. The construction shall be completed as shown on Exhibit "E-1" and discussed in Section XI.B.3 of this Second Amendment.

29. Section XII.D "Erie Parkway Bridge over Coal Creek," of the First Amendment is hereby deleted in its entirety and replaced by the following new paragraph, to read as follows:

D. Erie Parkway Bridge over Coal Creek. Owner will construct a two-lane bridge on Erie Parkway, similar in appearance to the bridge on Vista Ridge Parkway, with a center median and bike lanes, which can be expanded in the future. The construction of the bridge shall start after the issuance of the 500th building permit and shall be completed no later than the issuance of the 1000th building permit within the Bridgewater project. The cost of this project is estimated to be $2,000,000. The Town will reimburse the Owner $1,490,000 or 75% of actual cost associated with design and construction of the bridge as mutually agreed upon by the Town and Owner prior to start of construction. The reimbursement shall be made as follows: upon the issuance of the 1000th building permit in Bridgewater one half of the amount estimated to be $745,000 and upon the issuance of the 1200th building permit in Bridgewater the balance.

30. Section XIII.D "Binding Effect," of the Original Agreement is hereby deleted in its entirety and replaced with the following new paragraph, to read as follows:

D. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner may transfer its obligations hereunder to subsequent owners. Owner will be released from such obligations upon written notice to the Town of the assignment of said obligations to a subsequent owner accompanied by written acceptance of such obligations by the subsequent owner and approval by the Town as required by Section XIII.W. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

31. Section XIII. "MISCELLANEOUS PROVISIONS," of the Original Agreement is hereby amended to add a new subsection T. "Inconsistency," to read as follows:

T. Inconsistency. In the event of any conflict, inconsistency or incongruity between the provisions of this Second Amendment and the Approved PUD and any of the provisions of the Original Agreement and the First Amendment, the provisions of this Second Amendment and the Approved

PUD shall in all respects govern and control.

32. Section XIII. "MISCELLANEOUS PROVISIONS," of the Original Agreement is hereby amended to add a new subsection U. "Terms and Conditions," to read as follows:

U. **Terms and Conditions.** Except as specifically amended herein, all other terms and conditions of the Original Agreement and the First Amendment shall remain in full force and effect.

33. Section XIII. "MISCELLANEOUS PROVISIONS," of the Original Agreement is hereby amended to add a new subsection V. "Recordation," to read as follows:

V. **Recordation.** Erie shall record this Second Amendment at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the original recorded Second Amendment.

34. Section XIII. "MISCELLANEOUS PROVISIONS," of the Original Agreement is hereby amended to add a new subsection W. "Assignment, Delegation and Notice," to read as follows:

W. **Assignment, Delegation and Notice.** This Agreement will be binding upon and will inure to the benefit of the successors in interest or the legal representatives of the Parties hereto in accordance with the provisions of this section. Owner may freely assign or transfer all or any portion of its interests, rights, or obligations under this Agreement to one or more of the Districts, or to third parties acquiring an interest or estate in the Property, including, but not limited to, joint venture partners, purchasers or long term ground lessees of individual Lots, parcels, or of any improvements now or hereafter located within the Property, provided that such assignment will be effective only to the extent, the assignee expressly assumes such obligations. In the event Owner wishes to be released of obligations so assigned such that the Town will look only to the assignee to fulfill the assigned obligations, Owner must seek and obtain the Town's written consent to such assignment in accordance with the procedure described below. Until the Town provides its written consent to assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned obligations. Owner shall provide to the Town Administrative Official for consent written notice of: 1) the proposed transfer of title to all or any portion of the Property, 2) arrangements for assignment of the obligations under this Agreement, and 3) the successor's written acceptance of such assignment. The Town will not unreasonably withhold, delay or condition, its consent to assignment. The Town may withhold its consent only in the event it reasonably determines that the Development Plan or any constituent element thereof may not be fulfilled through assignment or that the benefit of the Town's bargain under this Agreement may be materially and adversely impaired by assignment.

Immediately upon receipt by Owner of the Town's consent to assignment and without the need for any further action by any party, Owner will be released from the assigned obligations.

35. Exhibit "E," "Phasing Map," of the Original Agreement is hereby deleted in its entirety and replaced with a new Exhibit "E-1" attached hereto and incorporated herein by this reference.

36. Exhibit "F," "Off-Site Improvements," of the Original Agreement is hereby deleted in its entirety and replaced with a new Exhibit "F-1" attached hereto and incorporated herein by this reference.

37. In the event of any conflict, inconsistency or incongruity between the provisions of this Second Amendment and any of the provisions of the Agreement, the provisions of this Second Amendment shall in all respects govern and control.

38. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

ERIE:
TOWN OF ERIE, a Colorado municipal OF corporation

By: _____
Name: Joseph A. Wilson
Title: Mayor

ATTEST:

By: _____
Name: Nancy J. Parker
Title: Town Clerk

OWNER:
COMMUNITY DEVELOPMENT GROUP ERIE, INC. a Colorado corporation

By: _____
Name: Charles R. Bellock
Title: President

ATTEST:

By: _____
Name: JON R LEE
Title: AUTHORIZED REPRESENTATIVE

OWNER:
ATTEST:
TALLGRASS INVESTORS, LLC, A Colorado limited liability company

By: _____
Name: Charles R. Bellock
Title: Manager

ATTEST:

By: _____
Name: JON R LEE
Title: AUTHORIZED REPRESENTATIVE

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

Subscribed and sworn to before me this 4th day of October, 2011, by Charles R. Bellock as President and Jon R. Lee as authorized representative of Community Development Group of Erie, Inc.

Witness my hand and official seal.
My Commission expires 04/13/2014.

NOTARY PUBLIC
KIM L. LYTLE
STATE OF COLORADO

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

Subscribed and sworn to before me this 4th day of October, 2011, by Charles R. Bellock as Manager and Jon R. Lee as authorized representative of Tallgrass Investors LLC.

Witness my hand and official seal.
My Commission expires 04/13/2014.

NOTARY PUBLIC
KIM L. LYTLE
STATE OF COLORADO

Notary Public

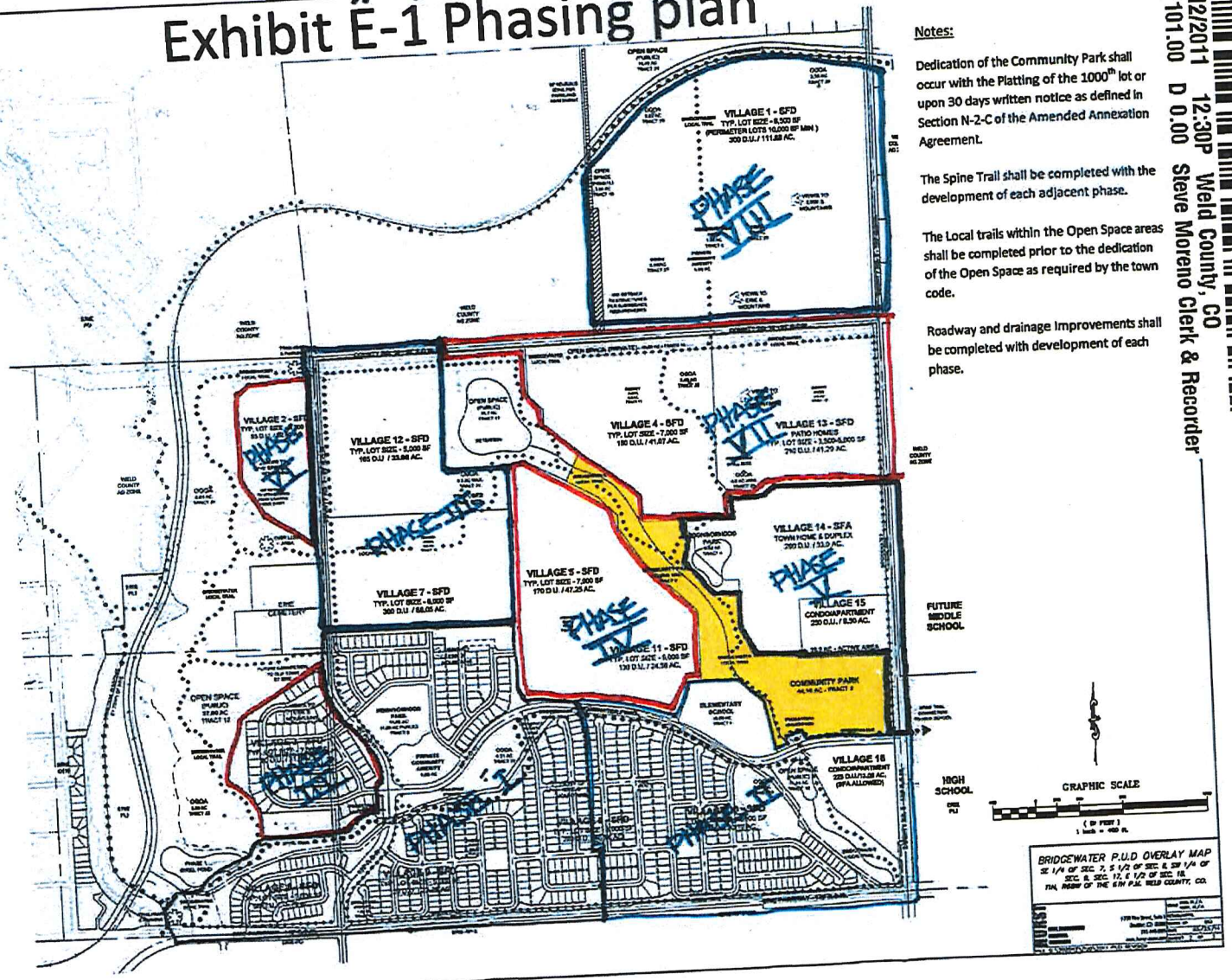
3798317 10/12/2011 12:30P Weld County, CO
16 of 19 R 101.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "E-1"

Phasing Map

3798317 10/12/2011 12:30P Weld County, CO
17 of 19 R 101.00 D 0.00 Steve Moreno Clerk & Recorder

Exhibit "E-1" Phasing plan



Notes:

Dedication of the Community Park shall occur with the Platting of the 1000th lot or upon 30 days written notice as defined in Section N-2-C of the Amended Annexation Agreement.

The Spine Trail shall be completed with the development of each adjacent phase.

The Local trails within the Open Space areas shall be completed prior to the dedication of the Open Space as required by the town code.

Roadway and drainage improvements shall be completed with development of each phase.

EXHIBIT "F-1"

Off-Site Improvements

3798317 10/12/2011 12:30P Weld County, CO
18 of 19 R 101.00 D 0.00 Steve Moreno Clerk & Recorder

3798317 10/12/2011 12:30P Weld County, CO
19 of 19 R 101.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "F-1"

Off-Site Improvements

EXHIBIT F-1 (9-21-11)

BridgeWater - Metro District	**Total**	**Year 1-5**	**Year 6-10**	**Year 11-15**
Erie Parkway	4,709,787	2,354,893	2,354,893	
Erie Pkwy 2 lane bridge	2,000,000		2,000,000	
Erie Pkwy 2 lane bridge - reimbursement	(1,490,000)		(1,490,000)	
WCR 3 North of round-a-bout * see note below	5,147,500	2,831,125		2,316,375
*Note- 18" waterline upsizing Erie Pkwy 1/2 mile North	1,200,000	1,200,000		
Bridgewater Pkwy - 2 underpass	4,515,440	3,251,117	1,264,323	
BridgeWater Pkwy from Erie Parkway to WCR 5	150,000		150,000	
1.5 mg water tank - design cash in lieu	4,777,555		2,627,655	2,149,900
WCR 5	2,701,381		2,701,381	
WCR 10	850,000			850,000
Connection to Old Town				
Parks, open space & trails	3,200,000	3,200,000		
amenity center allowance	2,100,000	700,000	700,000	700,000
neighborhood parks	2,700,000		2,700,000	
community park	1,200,000	600,000		600,000
trail @ western edge	3,000,000	1,800,000	900,000	300,000
misc parks, trails & open spaces	1,000,000	1,000,000		
Raw water payment	1,800,000	900,000	250,000	650,000
Re-use water system & 12" raw water line	6,200,000	2,790,000	2,170,000	1,240,000
Storm collection & conveyance	1,200,000	1,200,000		
Contribution to 12" interceptor	1,500,000	300,000	1,200,000	
Northern Sanitary Sewer Outfall				
subtotal	48,461,662	22,127,135	17,528,253	8,806,275
Total with contingency (15%)	55,730,912	25,446,205	20,157,491	10,127,216

Pinyon Environmental, Inc.

Corporate Headquarters
9100 West Jewell Avenue Lakewood, CO 80232
TEL 303 980 5200 FAX 303 980 0089
www.pinyon-env.com

June 18, 2015

Ms. Wendi Palmer, P.E.
Town of Erie Public Works Department
645 Holbrook Street
Erie, Colorado 80516

Via email: wpalmer@erieco.gov

Subject: Results of Pothole Oversight Activities, Parking Lot, Erie Parkway and Coal Creek, Erie, Colorado

Dear Ms. Palmer:

On June 3, 2015, the Town of Erie engaged Pinyon Environmental, Inc. (Pinyon), to conduct oversight activities during the excavation of seven potholes at the parking lot located at the northeast intersection of Coal Creek and Erie Parkway (Site) (Figure 1 and 2, Appendix A). The Site consists of a dirt lot informally used as a parking area for several years. Heavy equipment and what appears to be broken concrete were visible in Google Earth aerial imagery collected between 2008 and 2011.

Recently the Town of Erie retained a contractor to pave and develop this area into a formal parking lot for access to Coal Creek. During initial excavation activities, large rocks, broken concrete, scrap metal, and rebar were encountered at depths of approximately one to three feet below ground surface (bgs). The contractor subsequently dug four pits which revealed similar findings.

On June 4, 2015, Pinyon and the Town of Erie mobilized to the Site to excavate an additional seven potholes to further evaluate the presence of concrete rubble previously encountered. The town of Erie provided a back hoe and an operator, Pinyon provided a geologist to oversee the excavation activities. A total of seven test pits were excavated; six of the locations were pre-selected and marked on the ground by the Town of Erie. A seventh location was selected by the Pinyon geologist on-Site based on the results of the previous six locations (Photographic Log, Appendix B).

Soils encountered during the excavation activities consisted primarily of brown fine sand with silt. Pieces of bricks, cinder blocks, scrap metal, yarn from carpeting, and lumber (collectively referred to as construction debris) were encountered in potholes numbered 1, 2, 3, 4, and 7 (figure 2) to a depth of three to four feet bgs; at which depth native soils were encountered.

Pothole #	Percent Construction Debris	Depth Native Soils Encountered (feet bgs)	Approximate Size of pothole (square feet)	Total Depth of pothole (feet bgs)
1	3%-5%	3	93	4
2	15%	3.5 to 4	92	4
3	3%	3.5 to 4	114	4
4	3%	3	93	3
5	0	Entire Pit	108	3.5
6	0	Entire Pit	89	3
7	15%-20%	4	128	4

Pinyon Environmental, Inc.

Degraded asphalt was encountered at the surface of all seven pits; it appears this was intentionally placed on the Site to form a hard surface for parking purposes. No staining or odors were observed in any of the seven potholes.

A Pinyon employee who is also a Colorado certified asbestos inspector examined samples of the bricks which were removed from the potholes and indicated there was likely no suspected asbestos containing materials present based on the visual assessment.

Based on the observations, it appears the construction debris is limited to include cinder blocks, various bricks, scrap metal, yarn from carpeting, and lumber; and is limited in location to the eastern portion of the Site, to a depth of no greater than 4 feet bgs. There was no indication of any hazardous materials or asbestos containing building materials observed.

If you need any additional information, or have questions regarding this project, please do not hesitate to contact me at (720) 536-4188 or via email at linn@pinyon-env.com. Thank you for allowing Pinyon to assist with your project needs.

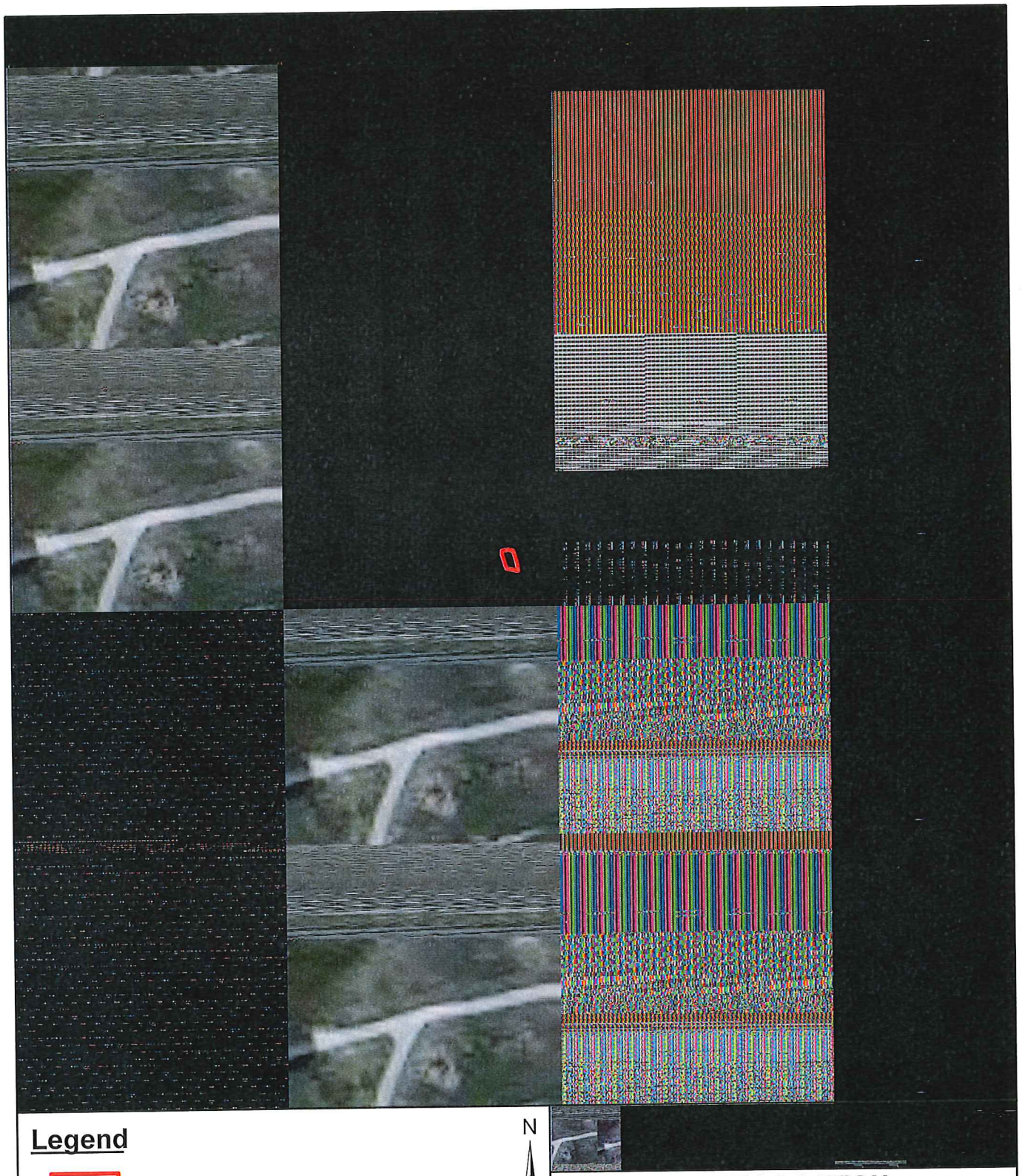
Sincerely,

PINYON ENVIRONMENTAL, INC.

Julie A. Linn

Julie A. Linn, P.G.
Geologist

APPENDIX A
FIGURES



Legend

Site Location

N

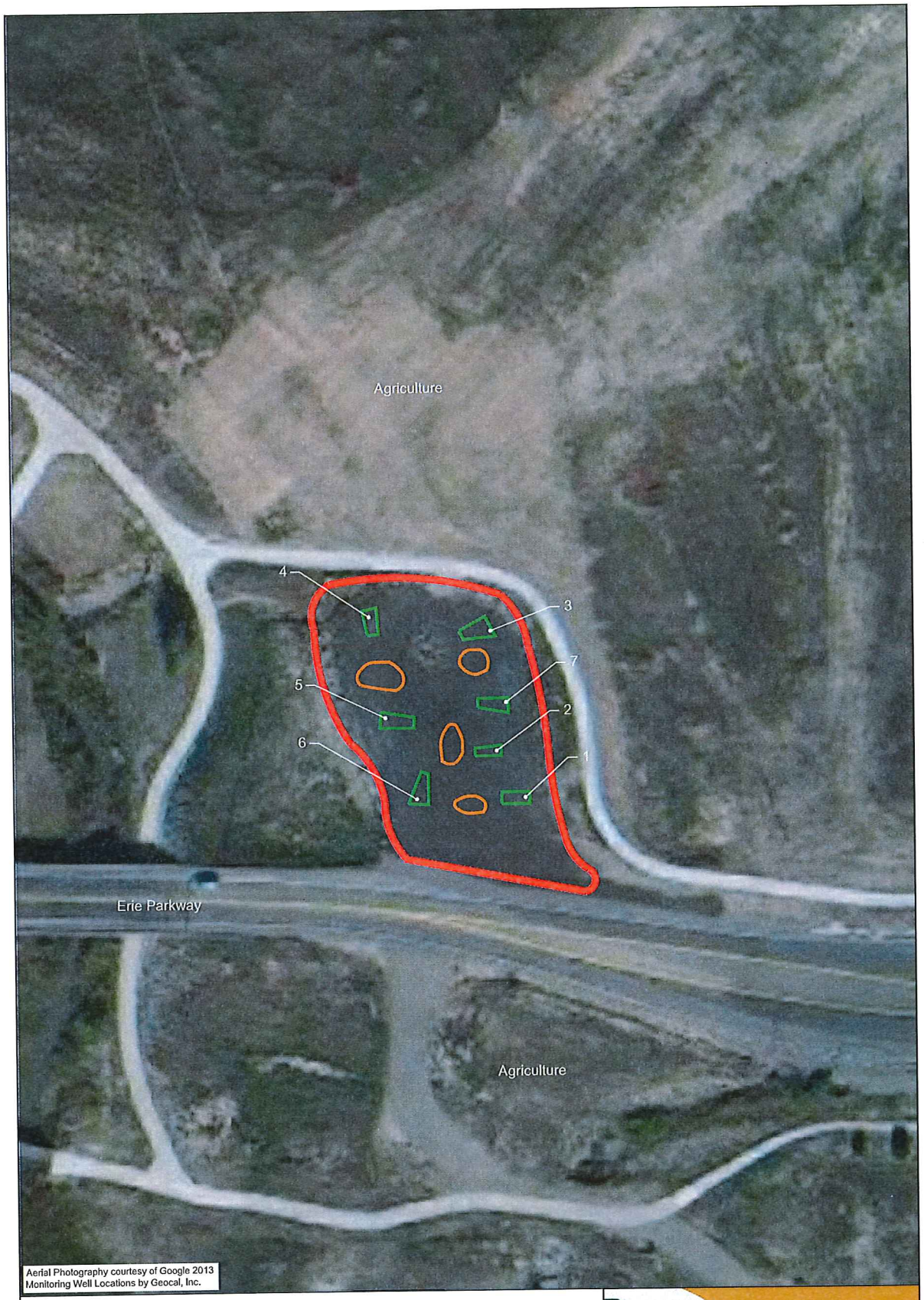
0 500 1,000
Feet

USGS 7.5' Quad Map
Erie, Colorado, 1949 (Revised 1994)

SITE LOCATION

Parking Lot
Erie Parkway and Coal Creek
Erie, Colorado

Site Location: SE 1/4, Section 19, Range 68W, Township 1N, Sixth Principal Meridian		Drawn By: AMV	Figure 1
File Name: Z:\Projects\11569501\Figures\MXD\Figures.mxd	Job Number: 1/15-695-01.8000	Reviewed By: JL	Date: June 18, 2015



Aerial Photography courtesy of Google 2013
Monitoring Well Locations by Geocal, Inc.

LEGEND

1 Site Boundary

Potholes Excavated on 6/4/2015

Excavations Previously Completed By Another Contractor

N

0 600
Approximate Scale in Feet

Pinyon

SITE PLAN
Parking Lot
Erie Parkway and Coal Creek
Erie, Colorado

Site Location: NW 1/4, Section 24, Range 67W, Township 2N, Sixth Principal Meridian		Drawn By: AMV	Figure 2
\\pinyon1\company2\PROJECTS\2015\11569501 Erie Pkwy & Coal Creek\Figures\CAD.dwg	Job No. 1/15-695-01.8000	Reviewed By: JL	Date:June 18, 2015

APPENDIX B
PHOTOGRAPHIC LOG

Pinyon Environmental Inc.

Overview of Site

Pit 1

Pit 2

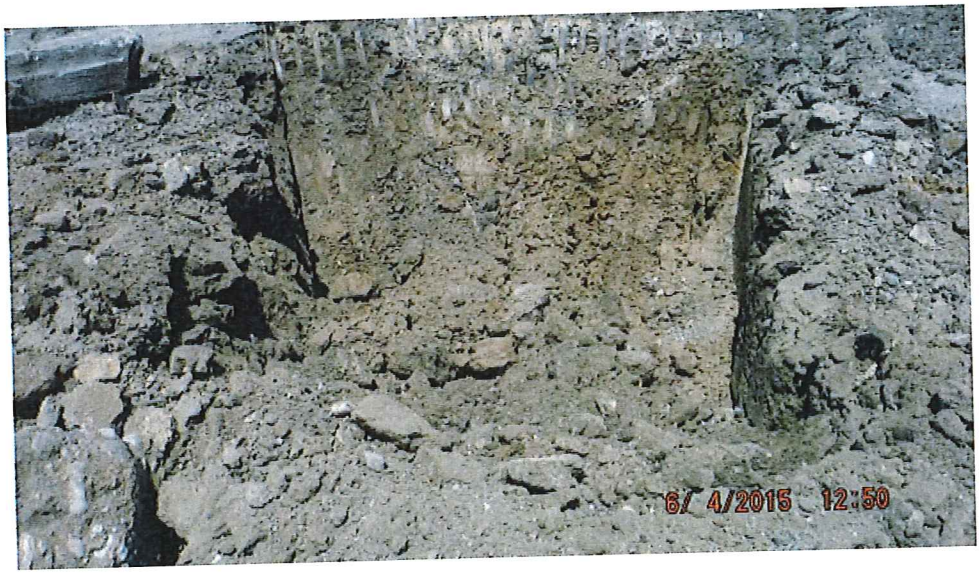
Pit 3

Pit 4

Pit 5

Pit 6

Pit 7



Pinyon Environmental, Inc.

Construction Debris

Construction Debris

Yarn from carpet

Scrap metal

Pinyon Environmental, Inc.

Concrete and Rebar

Bricks

Colliers Hill Metropolitan District No. 1

July 8, 2015

Farrell Buller
Director of Parks and Recreation
Town of Erie
450 Powers Street
Erie, Colorado 80516

RE: Coal Creek Trail Head Parking Lot

Farrell:

We have reviewed the Pinyon Environmental, Inc. results of the "Pothole Oversight Activities, Parking Lot, Erie Parkway and Coal Creek" (Report) prepared for The Town of Erie dated June 18, 2015. In review with our contractor, he has provided the following estimate for work to be completed to continue the construction of the parking lot to the approved plans and prepare an appropriate subgrade for the associated parking lot. These fees are estimates only and fees will be invoiced to Town for actual work completed with the exception of Mobilization and Project Supervision that are Lump Sum Items.

	Item	Qty	Unit	Unit Price	Total
	Mobilization	1	LS	$ 4,115.00	$ 4,115.00
*	Excavation, Haul, & Dispose of Unsuitable Material	40	Loads	$ 1,788.35	$ 71,534.00
*	Flagging	120	Hours	$ 28.20	$ 3,384.00
*	Import Fill to replace Unsuitable Material	1152	Tons	$ 19.97	$ 23,005.44
*	Place and Compact Import Fill	1152	Tons	$ 11.75	$ 13,536.00
				Total	$ 120,574.44
	10% Contingency				$ 12,057.44
	Grand Total				**$ 132,631.88**

* Items are Estimates only and Town will be invoiced on actual work completed

Please let us know if this proposal is acceptable and we can discuss timing of work and how we engage our contractor.

Sincerely,
Colliers Hill Metropolitan District No. 1

Scott Weisbeck, PE

2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302
(303) 442-2299 ... Fax (303) 442-1241
www.communitydevelopmentgroup.com

Aerial view of parking lot/trail head site from Google Earth

RESOLUTION NO. 15-92

A RESOLUTION OF THE TOWN OF ERIE, COLORADO APPROVING FUNDS FOR THE COMPLETION OF THE PARKING LOT/TRAILHEAD ON ERIE PARKWAY IN THE AMOUNT OF $133,000.00; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to appropriate funds from the Trails and Natural Areas Fund to complete the parking lot/trailhead on Erie Parkway in the amount of $133,000.00; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to appropriate and authorize expenditure of funds to complete the parking lot/trailhead on Erie Parkway.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the appropriation of funds in the amount of $133,000.00 from the Trails and Natural Areas Fund is found to be reasonable and acceptable for the completion of the parking lot/trailhead on Erie Parkway.

Section 2. That the Town of Erie be and is hereby authorized and directed to appropriate funds in the amount of $133,000.00 from the Trails and Natural Areas Fund and the appropriate Town Officers are hereby authorized and directed to execute the expenditure of funds.

Section 3. That the approval of funds is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JULY 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By: _____
Tina Harris, Mayor

ATTEST:
By: _____
Nancy Parker, CMC, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT:	**ORDINANCES** **Consideration of Ordinance 19-2015:** An Ordinance Of The Town Of Erie, Colorado, Repealing The November 2013 Title 10, "Unified Development Code," Of The Municipal Code; Adopting By Reference the "June 2015 Title 10 Unified Development Code;" Providing For The Effective Date Of This Ordinance; and, Setting Forth Details in Relation Thereto. First Reading.
PURPOSE:	Amendments to Title 10 of the Municipal Code.
CODE:	Erie Municipal Code, Title 10
DEPARTMENT:	Community Development
PRESENTER:	Barbara Green, Board of Trustees Special Counsel

FISCAL INFORMATION:	Cost as Recommended:	n/a
	Balance Available:	n/a
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☒ No

STAFF RECOMMENDATION:	n/a
PLANNING COMMISSION RECOMMENDATION:	On May 20, 2015, the Planning Commission considered the proposed amendments and recommended (4-0 vote) that the proposed Code Amendments be approved by the Board of Trustees by approving Resolution P15-18.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Per Board of Trustees direction, the Town's Special Counsel is proposing an amendment to Title 10 and has provided the proposed amendment attached to Ordinance 19-2015 as Exhibit A. The proposed amendment creates a process in lieu of the Special Review Use and Site Plan procedures for mineral extraction (including oil/gas drilling) when an Operator Agreement has been entered into between an oil/gas well operator and the Board of Trustees.

The current process for mineral extraction requires an oil/gas operator to make Special Review Use and Site Plan applications to the Town for each well pad. Both of these applications require recommendations from the Planning Commission with the final decision by the Board of Trustees.

All other oil/gas drilling not identified in a Board approved Operator Agreement will continue on the current process which includes the Special Review Use and Site Plan applications identified above.

Barbara Green of Sullivan Green Seavy will present the proposed Code amendments to the Board of Trustees and be available to answer questions.

STAFF REVIEW AND ANALYSIS

Amendment Approval Criteria:

The application to amend Title 10 of the Municipal Code of the Town of Erie, Colorado may be approved if the Board of Trustees finds that the approval criteria of Chapter 7.21.C.9 have been met:

a. The proposed amendment will promote the public health, safety, and general welfare;

b. The proposed amendment is consistent with the Town's Comprehensive Master Plan and the stated purposes of the Code; and

c. The proposed amendment is necessary of desirable because of changing conditions, new planning concepts, or other social or economic conditions.

Public Notice:

The required public notice for the Title 10 Amendment is in compliance with Section 7.2.F of the Code and C.R.S. 31-16-203 (which requires two published notices when a Title of a Code is adopted by reference); with published notice in the Colorado Hometown Weekly on June 3, 2015 and June 10, 2015.

Mailed and posted notice is not required for amendments to Title 10.

Staff Review:

____**Town Attorney**
____**Town Clerk**
PM **Community Development Director**
____**Finance Director**
____**Police Chief**
____**Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Ordinance 19-2015

ATTACHMENT A

ORDINANCE NO. 19-2015
Series 2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING THE NOVEMBER 2013 TITLE 10 UNIFIED DEVELOPMENT CODE; ADOPTING BY REFERENCE THE JUNE 2015 TITLE 10 UNIFIED DEVELOPMENT CODE; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, It has been determined by the Board of Trustees of the Town of Erie, Colorado, that it is necessary to repeal the November 2013 Title 10 Unified Development Code and to adopt, by reference, the "June 2015 Title 10 Unified Development Code," published by the Town of Erie in June, 2015, setting forth the zoning regulations, development code and design guidelines of the Town of Erie; and,

WHEREAS, the Colorado state statutes provide that the June 2015 Title 10 Unified Development Code as set forth above may be adopted by reference; and,

WHEREAS, after the introduction of this adopting Ordinance a public hearing was scheduled and held following notice of the public hearing published twice, once as least fifteen (15) days preceding the public hearing and once at least eight (8) days preceding the public hearing, as required by Colorado statute; and,

WHEREAS, three (3) copies of the June 2015 Title 10 Unified Development Code were and are on file in the Town of Erie Clerk's office; and,

WHEREAS, all penalty clauses, if any, contained in the June 2015 Title 10 Unified Development Code are set forth in full herein and shall be published along with this adopting Ordinance in full upon adoption; and,

WHEREAS, adoption by the Town of Erie, by reference, of the June 2015 Title 10 Unified Development Code it is deemed to be in the best interest of the residents of the Town of Erie and necessary to the immediate preservation of the public property, health, safety, and welfare of the Town and for the financial well being of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The November 2013 Title 10 Unified Development Code is hereby repealed in its entirety.

Section 2. The June 2015 Title 10 Unified Development Code, three (3) copies of which are on file in the Town of Erie Clerk's office, is hereby adopted by reference.

Section 3. The June 2015 Title 10 Unified Development Code adopted herein by reference contains the following penalty clauses:

10-10-4: REMEDIES AND PENALTIES:

The community development director shall have the following remedies and powers to enforce this title:

A. Civil Remedies And Enforcement Powers:

1. Deny/Withhold Entitlements: The community development director may deny or withhold all entitlements, including certificates of occupancy, or other forms of authorization to use or develop any land, structure, or improvements, until an alleged violation, associated civil penalty, and/or lien resulting from a previous final order related to such property, use, or development is corrected. This subsection A1 shall apply whether or not the current owner or applicant for the permit or other approval is responsible for the violation.

2. Revoke Entitlements:
   a. Any entitlement or other form of authorization required under this title may be revoked when the community development director determines that:
      (1) There is a departure from the approved plans, specifications, limitations, or conditions as required under the entitlement;
      (2) The entitlement was procured by false representation;
      (3) The entitlement was issued in error; or
      (4) There is a violation of any provision of this title.
   b. Written notice of revocation shall be served upon the property owner, agent, applicant, or other person to whom the entitlement was issued, or such notice may be posted in a prominent location at the place of violation. No work or construction shall proceed after service of the revocation notice. An entitlement shall only be revoked by way of a procedure that is equivalent (in terms of due process) to the proceeding that originally granted the entitlement.

3. Stop Work Orders:
   a. Whenever any building or structure or site or part thereof is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, in substantial violation of any state or local building law, or in a manner that endangers life or property, the community development director has the authority to issue a stop work order for the specific part of the work that is in violation or presents the hazard.
   b. With or without revoking permits, the community development director may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of this title or a provision of an entitlement or other form of authorization issued under this title.
   c. The stop work order shall be in writing and posted at the site of the work, and shall specify the provisions of this title or other law allegedly in

violation. After any such order has been posted, no work shall proceed on any building, other structure, or tract of land covered by such order, except to correct such violation or comply with the order.

d. Once conditions for resumption of the work have been met, the community development director shall rescind the stop work order.

4. Civil Penalties: Violation of this title may be punishable through imposition of a civil penalty as set forth in this municipal code.

5. Injunctive Relief: The community development director may seek injunctive relief or other appropriate relief in district court or other court of competent jurisdiction against any person who fails to comply with any provision of this title or any requirement or condition imposed pursuant to this title. In any court proceedings in which the town seeks a preliminary injunction, it shall be presumed that a violation of this title is a real, immediate, and irreparable injury to the public; that the public will be irreparably injured by the continuation of the violation unless the violation is enjoined; and that there is no plain and adequate remedy at law for the subject violation of this title.

6. Abatement: The town may abate the violation pursuant to this subsection A6:

a. Before action is taken to abate a violation, a final warning notice shall be posted on the property and served personally or by certified mail, with return receipt required, to the owner of record of the property.

b. Unless this notice is appealed, pursuant to section 10-7-22 of this title, to the board of adjustment within ten (10) days of the posting of the final warning, the community development director shall proceed to abate the violation.

c. The community development director shall keep an account of the cost, including incidental expenses, incurred by the town in the abatement of any violation. The community development director shall forward a bill for collection to the violator and owner of record of the property specifying the nature and costs of the work performed. For purposes of this subsection A.6.c, the term "incidental expenses" shall include, but not be limited to, the actual expenses and costs to the town in the preparation of the notices, specifications and contracts, work inspection, and interest from the date of completion at the rate prescribed by law for delinquent real property taxes.

d. The responsibility for payment of the charges for abatement as set forth in this subsection A6 shall rest solely upon the owners of the property upon which the abatement occurred. Such charges become a lien upon the real property upon which the violation was located. When charges for abatement remain unpaid after thirty (30) days from billing, the community development director shall record a claim of lien at the district recorder's office. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state or municipal property taxes with which it shall be upon a parity. The lien shall continue until the charges and all interest due and payable thereon are paid.

B. Criminal Remedies And Enforcement Powers:

1. Misdemeanor: A person shall be guilty of a misdemeanor upon conviction in any case where a violation of this title exists, where notice of violation, including any stop work, enforcement, or compliance order has been properly served, and where such person fails to comply with such notice or stop work, enforcement, or compliance order.

2. Penalty: Persons found guilty of a misdemeanor pursuant to this subsection shall be punishable by a fine of not more than one thousand dollars ($1,000.00) or by imprisonment for not more than ten (10) days, or by both such fine or imprisonment, for each violation.

C. Remedies Cumulative: The remedies provided for violations of this title, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

Section 4. All references to Title 10, "Unified Development Code and Design Guidelines," as contained in the Erie Municipal Code and all references to the November 2013 Title 10 Unified Development Code shall now refer to the June 2015 Title 10 Unified Development Code as adopted by reference herein.

Section 5. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part of parts may be declared invalid or unconstitutional.

Section 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed. The repeal established herein shall not be construed to revive any ordinance Code provision or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND APPROVED, AND ORDERED PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS _____ DAY OF _____, 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A

PROPOSED AMENDMENTS TO UDC

ADD TO Section 10.7.13 A NEW SECTION F

F. **Operator Agreement**

The Town may enter into an Operator Agreement with an oil and gas operator governing proposed mining and mineral extraction. In the event that such an Operator Agreement is approved by the Town Board of Trustees, such mining and mineral extraction is exempt from the requirement for Special Review Use approval under this Section 10.7.13, and from Site Plan review under Section 10.7.12, unless such Operator Agreement provides otherwise.

ADD TO DEFINITIONS

Operator Agreement.

An agreement between the Town and an oil and gas operator establishing Best Management Practices and/or other terms and conditions for Mining and Mineral Extraction.

Oil and Gas Operator. The individual or firm engaged in all or a portion of the extraction of oil and gas.

REVISE EXISTING DEFINITION

Mining and Mineral Extraction

The extraction of minerals, including **oil and gas and** solids like coal and other ores, from their natural occurrences on affected land.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 23, 2015

SUBJECT:	**GENERAL BUSINESS** DRCOG State Highway 7 Urban Center Study/Station Area Master Plan Support	
DEPARTMENT:	Public Works	
PRESENTER/PREPARER:	**Gary Behlen, Director of Public Works**	
FISCAL INFORMATION:	Cost as Recommended:	**$ 5,000**
	Balance Available:	$ 0
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	☐ Yes ☐ No
STAFF RECOMMENDATION:	Approve a letter of support for this Grant and matching funding of $5,000.	

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Town of Erie staff has been contacted by the City and County of Broomfield, along with the other communities along the State Highway 7 corridor from Boulder to Brighton to support a Corridor-wide study. This study builds off existing efforts to plan for the future of the State Highway 7 corridor so that it can remain a viable arterial considering the anticipated land use development, population growth, and increased traffic volumes along the corridor. Bus Rapid Transit (BRT) on State Highway 7 is an exciting concept that has come out of recent studies (NAMS, CDOT SH 7 PEL) and is one solution that will help ensure the corridor remains sustainable for transporting people and goods throughout the region. Part of seeing express or rapid transit come to fruition is planning the elements that make the system possible, including: station/stop designs, station/stop amenities, non-motorized connectivity to stations/stops, and the ROW needed for all of these elements to be constructed.

This study seeks to clearly establish consistent guidelines that will be applied along the length of the project area for: the development of transit stations/stops, transit user amenities at stations/stops, and non-motorized access to stations/stops from surrounding land uses. In addition, the study will investigate ROW needs for building stations/stops along with ROW needs for constructing multiuse paths that connect stations/stops to adjacent land uses.

As part of the 2016-2021 DRCOG TIP cycle, Boulder County was awarded funds to further study feasibility of SH 7 Bus Rapid Transit. While the study will provide key information such as projected ridership and corridor ROW needs, the study does not have adequate funding to plan for all of the elements that will be necessary to launch a BRT service in the future. This study will make it possible to continue the multijurisdictional effort to plan for BRT on the SH 7 corridor. In addition, guidelines for multiuse paths and sidewalks will be developed that can be implemented when land use development is taking place to ensure that the corridor accommodates pedestrian, bicycle, and transit modes of travel.

The total project cost is $250,000: $200,000 Federal Request, and $50,000 local match. Entities that are participating financially are Adams County, Brighton, Broomfield and Lafayette. All the communities along the corridor are providing letters of support.

Staff is recommending that the Board authorize the support of this Grant Application and matching funding of up to $5000 from the Town of Erie if the Grant is awarded.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
_____ **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Letter of support

TOWN OF ERIE
1874

July 8, 2015

Denver Regional Council of Governments
ATTN: Michele Anderson
1290 Broadway, Suite 700
Denver, CO 80203-5606

RE: LETTER OF SUPPORT FOR TRANSIT STATION DESIGN, MULTIMODAL STATION CONNECTIVITY STANDARDS, AND ROW NEEDS

Mrs. Anderson:

This letter is to confirm the Town of Erie's support for Broomfield County's Urban Centers/Station Area Master Plan application for the study of transit station design, multimodal station connectivity standards, and ROW needs for the State Highway 7 (SH7) corridor.

The UC/STAMP grant comes at a critical time considering the extent and timeline of planned land use development for our community. This project represents a component of a larger multijurisdictional effort to establish rapid transit on the SH7 corridor and will provide guidance that will help direct land use development in a way that ensures the future viability of pedestrian, bicycle, and transit modes of travel in the Town of Erie.

Communities on the SH7 corridor have a history of collaboration in planning for the highway's ongoing development. Our planning efforts ensure are aimed at ensuring it remains a viable arterial that supports a variety of transportation alternatives. This grant will be a continuation of our cooperative effort from corridor communities, RTD, and state agencies.

This project accomplishes a number of important goals for our community. Primary among them is the advancement of planning for Bus Rout Transit on the corridor with the design standards for transit stations/stops. No less important to our community is providing guidance that ensures that the portion of the corridor in our jurisdiction provides safe and convenient infrastructure for bicycle and pedestrian modes of travel. The results of this study will ensure transportation options are available to people regardless of age, income level, or ability. They will also advance our sustainability goals by reducing Vehicle Miles Traveled, and emissions of harmful pollutants and Green House Gases.

Once again, we are fully committed to the success of this UC/STAMP study being led by Broomfield County. The results of this effort will provide consistent transit station/stop designs, it will identify transit amenities for stations and stops, and will supply standards for multiuse paths that will provide essential guidance for the ongoing development of the Town of Erie. We look forward to supporting a successful project.

Sincerely,

Tina Harris
Town of Erie Mayor

645 Holbrook • P.O. Box 750 • Erie, Colorado, 80516 • Phone (303) 926-2700 • Fax (303) 926-2705

Erie Public Arts Commission & Arts in Public Places Program

In the assessments of our cities, intangible items *like Public Art* are one of the differentiating factors defining the top choices. A sense of community and a sense of place are key elements in cities that make the top tier of livable cities. How greatly these ratings affect the economic growth of a city is not well established. However, we can no longer overlook the intangibles if we want to be among the very best.

European cities rebuilding after World War II devoted a portion of their construction budgets for the acquisition of art. This concept was first adopted in Philadelphia in 1959, becoming our country's first 1% for art program using capital improvement funds.

The reasons for initiating public art programs vary but they include:

- enhancing the public's appreciation for the arts
- elevating the quality of life
- strengthening community identity and pride
- providing opportunities for education and learning, and stimulating economic growth

More recent public art programs have sought to integrate art into the architecture and landscape to foster a greater sense of place. Creating a Public Art Program in Erie has the potential to positively impact our future as we develop a sense of place enhanced by Public Art.

It is time for Erie to join with its neighbors and adopt a 1% for art program. The benefit is enormous since Public Art can be enjoyed freely and continuously by all Erie citizens, providing enduring entertainment for future generations.

Example ordinance:

There is established a Public Arts Commission consisting of seven members appointed by the Board of Trustees. The term of office of each member shall be two years. The function of such commission shall be to perform the duties set forth in chapter _____ pertaining to the Town's art in public places program.

Example municipal code:

I. INTRODUCTION

The purpose of this chapter is to function as a blueprint for building a collection of Public Art in the Town of Erie. The Public Art Commission **("PAC")** will use this blueprint which details the mechanisms for: means to fund the acquisition of works of art by the Town; selecting sites; acquiring and displaying art; accepting donations; joint venture projects; art on loan programs; developer projects; maintenance, repair, and deaccession of artworks.

II. DEFINITION

A. **"Public art"** is defined as artwork in the public realm, which is accessible to the public and possesses

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aesthetic qualities.
B. The **"artwork"** may be permanent, semi-permanent, functional, or temporary, and includes all forms of art conceived in any medium, material, media, or combination thereof, including but not limited to: civic infrastructure and furnishings, sculpture, landscape, painting, drawings, and kinetic works.
C. **"Public realm"** includes building facades, parks, public open spaces, and streets that provide for unrestricted physical or visual access to the general public, including, but not limited to:
1. Any Erie-owned or leased property.
2. Any Erie-owned or leased building.
3. Any non-Erie-owned property if accessible to the general public.
D. **"Commission"** means the public arts commission or "**PAC"** created and codified in _____ of this code. The commission shall be comprised of seven (7) members appointed by the Board of Trustees by a process to include the submission of an application and interview process. The commission shall be comprised of not more than two (2) artists. Appointees shall demonstrate their appreciation for physical three dimensional arts and or large scale sculpture in their application materials. Appointees shall demonstrate an understanding of community standards, aspirations, values and history. As evidence of appointee's bonafides, application materials shall include illustration/s of their favorite public art and/or their personal art collections.
E. **"Construction cost"** means actual cost of any "**CIP"** capital improvement construction project, excluding, however, engineering and administrative costs, costs of fees and permits and indirect costs, such as interest during construction, advertising and legal fees.
Erie's total 2015 CIP budget is $17,664,322. Refinement of what would constitute a construction project could be further delineated.
F. **"Construction project"** means the construction, rehabilitation, renovation, remodeling, equipping or improvement of any building, street, park, utility line or other public improvement by or for the Town, including all associated landscaping, parking and the like, but excluding any improvements made by any special improvement district and any other improvements excepted by the Board of Trustees from the requirement of _____ of this chapter after a public hearing thereon.
G. **"Reserve account"** means the art in public places reserve account established by this chapter.
H. **"Work of art"** includes, but is not limited to, a sculpture, monument, mural, fresco, relief, painting, fountain, banner, mosaic, ceramic, weaving, carving and stained glass. Work of art would normally not include landscaping, paving, architectural ornamentation or signs.

III. OVERVIEW
A. THE OBJECTIVES OF THE PUBLIC ART PROGRAM:
1. To provide a public process in which the community is involved and represented in the selection process.
2. To select the most appropriate art for the designated location that reflects the community's values and culture.
3. To protect the public's health, safety and welfare by providing structural integrity, safety, security and maintenance guidelines for all art.
B. BUILDING A COLLECTION OF PUBLIC ART: PUBLIC ART MAY BE ADDED TO THE COLLECTION BY:

1. Direct acquisition of artwork.
2. Donation of artwork.
3. Joint Ventures that acquire artwork through public-private partnerships.
4. Working with developers to provide Public Art consistent with these guidelines.

C. CRITERIA FOR PUBLIC ART: The following criteria will be applied to the selection of artwork for

acquisition by Erie:
1. Quality: The consideration of highest priority is the inherent artistic excellence of the artwork as well as a broad range of appeal to the general public.
2. Timelessness: Artwork will be viewed as a long-term acquisition that should have aesthetic relevance to the community in future years and reflect enduring artistic quality.
3. Site Compatibility and Appropriateness: Artwork must be appropriate in scale, material, form and content for both the immediate and general, social and physical environment in which the artwork will be placed.
4. Elements of Design: The PAC may take into account that public artwork may have considerations beyond the aesthetic; it may serve to establish focal points, define spaces, or establish a cultural identity.
5. Permanence and Safety: Consideration will be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, and excessive maintenance and repair costs.
6. Placement: The PAC will take into account geographic diversity of the collection and will determine appropriate geographic distribution.

IV. Funds for works of art
There shall be included in all estimates of necessary expenditures and all requests for authorizations or appropriations for construction projects an amount for works of art equal to at least one percent (1%) of the construction cost. If any project is partially funded from any source which precludes art as an object of expenditure of funds, then this section shall apply only to the amount of funds not so restricted. All funds set aside for works of art shall be paid into the reserve account.

Further, there shall be a $100.00 fee per new residential dwelling unit building permit charged to all applicants to the Town. All funds set aside for works of art shall be paid into the reserve account. *Approximately twenty thousand (20,000) dwelling units X $100 = $2,000,000. Four hundred (400) new residential dwelling units per annum = $40,000.*

Further, there shall be a $1000.00 fee per acre charged to all land development applicants to the Town. All funds set aside for works of art shall be paid into the reserve account. Approximately two thousand two hundred and forty-eight (2,248) developable acres X $1,000 = $2,248,000.

V. Account established
There is established a reserve account within the general fund-capital to be known as the art in public places reserve account. Such reserve account shall be credited with such funds as determined by the Board of Trustees and with all funds received by the Town for visual art in public places, whether contributed, earned, secured through grants or otherwise obtained. Moneys credited to such account shall be expended only for acquisition of works of art, maintenance and repair of works of art and expenses of administration of this chapter.

VI. Administration
The Public Arts Commission shall administer the provisions of this chapter relating to acquisition of works of art and display. The commission shall submit to the Board of Trustees, quarterly of each year, a report of its activities for the prior quarter.

VII. Selection & display standards

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In performing its duties with respect to art in public places, the commission shall give special attention to the following matters:

A. Conceptual compatibility of the design with the immediate environment of the site;

B. Appropriateness of the design to the function of the site;

C. Compatibility of the design and location with a unified design character or historical character of the site;

D. Creation of a sense of order and desirable environment for the general community by the design and location of the work of art;

E. Preservation and integration of natural features for the project;

F. Appropriateness of the materials, textures, colors and design to the expression of the design concept; and

G. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design and media throughout the community.

VIII. PROJECT SELECTION

A. The Board of Trustees will be informed of all project initiatives and will be asked to give the final approval on public art purchased.

B. SITE SELECTION: Site selection consideration will be given to the directives from the Board of Trustees, architects, engineers, parks and maintenance staff. Other Erie departments will be consulted as appropriate before site selections are recommended by the PAC to The Board of Trustees.

C. The PAC will develop a proposal for the Public Art on the selected site.

D. ARTIST SELECTION: The PAC shall purchase an existing work of art for a particular site.

E. ARTIST CRITERIA: The following criteria will be applied to the selection of artists under these Guidelines:

1. Cooperation: Ability of the artist and or his/her agent or broker to work closely and cooperatively with the PAC, Erie staff and the community.

2. Presentation: Ability of the artist and or his/her agent or broker to clearly describe concepts verbally and through quality written materials.

3. Technical Feasibility: Ability of the artist and or his/her agent or broker to carry out the concepts described in the proposed artwork.

4. Timeliness: The ability of the artist or his/her agent or broker to deliver the artwork according to the agreed schedule.

5. Aesthetic Standard: The PAC shall have the right to withhold recommending acceptance to Board of Trustees of a work until it clearly meets standards of artistic achievement agreed upon by a majority of the PAC members.

F. NOTICE OF ANTI-DISCRIMINATION: The PAC will comply with all federal, state and local laws.

G. PROJECT CONTRACT: If artwork is to be purchased or donated, a written contractual agreement between Erie and the selected artist or artist's agent or broker will be executed outlining the purchase price, responsibilities of the seller and Erie, warranty, reproduction and copyright issues, timeline and deadline for installation of the work. All contracts will be subject to the requirements of the Erie Municipal Code.

H. PROJECT BUDGET: Subject to the appropriation of funds for the purpose, the Project Budget will include all costs associated with a project, except administrative costs, and will include, but not be limited to:

1. Artist, artist's agent or broker compensation

2. Artist's equipment, supplies, and subcontracting

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3. Site testing and preparation
4. Shipping
5. Lighting
6. Costs of installation which may include plinths (base) or other display components and identification plaque
7. Additional amount to equal 15% of artist's compensation to cover necessary, unforeseen costs of the project
8. Maintenance beyond the warranty
9. Public education and promotion

I. ARTIST'S or SELLERS EXPENSES: Artist his/her agent and or broker will be responsible for including all expenses associated with the design, labor, materials, contracted services, operations, and travel required to install the work, as well as transportation of the work to the site and installation of the work. Any expense that exceeds the contracted amount will be the artist's responsibility.

J. FINAL ACCEPTANCE OF PROJECT:

1. For purposes of insurance, promotion, education, and maintenance of the integrity of the work, once the artist his/her agent or broker has completed and installed the project, as per the contract, s/he will submit to the PAC professional quality images of the artwork, as well as maintenance recommendations. Artist recommendations will include, but not be limited to, estimates of material longevity, material durability, and the appropriate methods and materials for cleaning.
2. All Erie departments affected by the installation of the artwork must sign off on the completion of the project.
3. The PAC will have the right to recommend to the Board of Trustees withholding acceptance of a work until it clearly meets standards of artistic achievement agreed upon by a majority of the PAC members.

K. OWNERSHIP: All works of art will be acquired in the name of and title will be held by Erie.

IX. DIRECT PURCHASE

A. PROCEDURES:

1. All artwork acquired by Direct Purchase will meet the criteria in these Guidelines.

B. REQUIREMENTS FOR DIRECT PURCHASE SUBMISSION: Artists his/her agent or broker who have finished work available for direct purchase will submit the following to the PAC:

1. No more than five (5) slides each of four (4) different pieces. Slides must be submitted in a clear plastic slide display page. Each slide should be marked with the artists' names and the title of the artwork.
2. A proposal sheet with the artist's name including the following information for each piece: title of artwork, dimensions, media, date produced, price, location, number of reproductions (if applicable), restrictions on reproduction and other information the artist deems pertinent.
3. Resume and references.

X. JOINT VENTURES

DEFINITION: Joint Ventures are projects not fully funded by Erie. These projects include public-private partnerships and art-on-loan programs.

A. PUBLIC-PRIVATE PARTNERSHIPS: Public Art generated through a joint venture must meet the criteria established for all public art in Erie. Despite a different funding mechanism, the selection mechanism will follow these Guidelines with the stipulation that two representatives from the private-sector partner may be included on the Selection Panel. Any proposal for a public-private partnership must fit within the planned expenditures for that year and subject to the appropriation of funds for the purpose. The final artwork will be considered the property of Erie and can only be placed on private property if the community has unlimited access to the work.

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B. ART-ON-LOAN: The purpose of these programs can be three-fold:
1. To promote artists by providing an opportunity for artists to display and sell their work.
2. To provide an opportunity to enhance the community's knowledge of art.
3. To provide an opportunity for the PAC to obtain feedback on art that might be considered for Erie's collection.

XI. DEVELOPERS

A. PROCEDURES FOR DEVELOPERS AND REDEVELOPERS ("DEVELOPER") TO ACQUIRE PUBLIC ART AS A RESULT OF AN AGREEMENT WITH ERIE:
1. If a Developer chooses to directly commission a piece of public art, the Developer would select from a list of approved artists provided by the PAC and coordinate the project work with the PAC to ensure consistency with these Guidelines.
2. The Developer may fund the project but may choose to turn the Public Art selection over to the PAC.

XII. DONATIONS

A. UNSOLICITED DONATIONS:
1. All donated art must be reviewed by the PAC before being accepted or declined.
2. A donor procedure checklist will be provided for anyone considering a donation.
3. The costs accrued by Erie as a result of accepting the donation may be the responsibility of the donor.

XIII. DISPLAY OF PUBLIC ART ON PRIVATE PROPERTY

A. POLICY: No work of art financed or installed either wholly or in part with Erie funds or with grants procured by Erie will be installed on privately owned property without a written agreement between Erie and the owner specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the Town Attorney.
B. ANY PRIVATE PROPERTY OWNER INSTALLING PUBLIC ART WILL ENSURE:
1. That the installation of the work of art will be done in a manner which will protect the work of art and the public;
2. That the work of art will be maintained in good condition; and
3. That insurance and indemnification will be provided as is appropriate.
4. That installation, maintenance, alteration, refinishing and moving of Public Art will be done in consultation with the artist whenever feasible and will be done consistent with federal, state and local laws.

XIV. Display of art in public places

A. Works of art selected and implemented pursuant to the provisions of this chapter may be placed in, on or about any public place or, by agreement with the owner thereof, any private property with substantial public exposure in and around the Town. Works of art owned by the Town may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the commission. Town officials responsible for the design and construction of public improvements in the Town shall make appropriate space available for the placement of works of art, in consultation with the commission. The commission shall advise the department responsible for the particular public improvement of the commission's decision regarding the design, execution and placement of work of art in connection with such project. For any proposed work of art requiring an extraordinary operation or maintenance expense, the commission shall obtain prior written approval of the department head responsible for such operation or maintenance before approving the same.

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B. All art in public places shall receive the prior review and approval of the commission. None shall be removed, altered or changed without the prior review and approval of the commission.

C. No work of art financed or installed either wholly or in part with Town funds or with grants procured by the Town shall be installed on privately owned property without a written agreement between the commission, acting on behalf of the Town, and the owner specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the Town attorney. In addition, such written agreement shall specify that the private property owner shall assure:

1. That the installation of the work of art will be done in a manner which will protect the work of art and the public;
2. That the work of art will be maintained in good condition; and
3. That insurance and indemnification will be provided as is appropriate.

D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.

E. The Town Administrator shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists and names of architects whenever feasible. The Town Administrator shall attempt to give appropriate recognition to the artists and publicity and promotion regarding art in public places.

XV. STEWARDSHIP, MAINTENANCE AND CONSERVATION

A. STEWARDSHIP: Stewardship of the public art collection is an important mandate of the PAC. When Notice of Acceptance is issued and ownership of public art is transferred to Erie, the PAC will assist Erie in protecting the value, integrity and authenticity of the artwork, and compliance with the Visual Artist's Rights Act of 1990, Title 17, U.S. Code, as amended.

B. INVENTORY AND CONDITION ASSESSMENT:

1. The PAC shall have the responsibility to maintain an inventory and condition assessment of Erie's public art collection.

2. The PAC will provide the Board of Trustees with an annual report of current inventory and condition assessment of the public art collection.

C. MAINTENANCE AND CONSERVATION:

1. During planning for a public art project, maintenance issues will be identified and addressed regarding the use of materials, fabrication techniques, structural engineering, foundation and site design, and any other considerations related to longevity and durability.

2. Artists will be asked to provide maintenance recommendations including estimates of material longevity, material durability, and appropriate methods and materials for cleaning their art. A minimum two-year warranty will be included in the artist's or his/her agent or broker contract with Erie.

3. During the warranty period, the artist should provide repair work as stated in the warranty. After warranty period, maintenance and conservation are to be carried out by qualified consultants in accordance with Erie's competitive bidding procedures, if required, and in accordance with the requirements of the Erie Municipal Code.

4. When emergency repairs are necessary in order to prevent the loss of or further damage to the work, the PAC may recommend approval of such repairs. Every effort shall be made to contact the artist for emergency repairs.

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XVI. RESPONSIBILITY:

1. Ongoing upkeep and maintenance of Public Art will be the responsibility of Erie. To ensure the integrity of the art, the PAC should be notified of and should approve of any work other than routine upkeep.
2. Maintenance plans will detail recommended maintenance and resources, including the costs of repair of public art damaged by weather, vandalism, etc., plus evaluations of ongoing efforts to preserve the Public Art collection. Other considerations include appropriation of security hardware, installation measures, and warranties on works of art, related insurance and contracts.

XVII. DEACCESSION

A. DEFINITION: Deaccession is the process used to remove an object permanently from the Public Art collection through sale, trade or other means.

B. PROCESS: Deaccessioning requires the approval of a majority of the members of the PAC and the further consent of a majority of the Board of Trustees with a public notice of the proposed action to permit public input. Deaccessioning should be a seldom employed action that operates with a strong presumption against removing Public Art from the collection.

C. DISPOSITION:

1. Consistent with Erie's contract with the artist or his/her agent or broker and relevant city ordinances, an effort will be made by the PAC to facilitate the sale, auction and/or disposal of art earmarked for removal from the inventory.
2. The donor and/or artist will, as a courtesy, be notified of the PAC's intent to deaccess art. Donors will be given the opportunity to take back their donations. Artists will be given the opportunity to buy back their works. Deaccessed Public Art not distributed in one of these ways may be sold, traded, given away or discarded. The PAC will consult with the Town Attorney to ensure that the disposition of deaccessed work will be consistent with federal, state and local laws.
3. A record of the condition and circumstances under which Public Art is deaccessioned will be made and retained in the PAC collection records.

XVIII. Ownership

All works of art acquired pursuant to this chapter shall be acquired in the name of, and title shall be held by, the Town.

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TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 14, 2015

SUBJECT: **STAFF REPORT**

Community Development Monthly Reports

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL INFORMATION:

Cost as Recommended:	n/a
Balance Available:	n/a
Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
New Appropriation Required:	☐ Yes ☒ No

STAFF RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Building Permit Monthly Report

The attached Building Permit Report indicates the number of new residential building permits issued to date (through June 2015) versus the building permit projections utilized in determining the 2015 budget. The Town issued 61 new residential building permits in June 2015.

For 2015 the Town has issued 232 building permits or 58 percent of the yearly projected total of 400 building permits.

The Building Permit Reports for 2014 and 2013 are attached hereto for comparison.

Historic Erie Neighborhood Building Permit Fee Waiver

The effective date of the Historic Erie Neighborhood waiver was October 6, 2012.

A total of 10 permits valued at $1,540.38 in fees were waived for the month of June 2015. The cumulative value of fees waived since the inception of the program is $27,096.09. A breakdown of the fees waived is attached hereto.

Staff Review:

____Town Attorney
____Town Clerk
MW Community Development Director
____Finance Director
____Police Chief
____Public Works Director

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

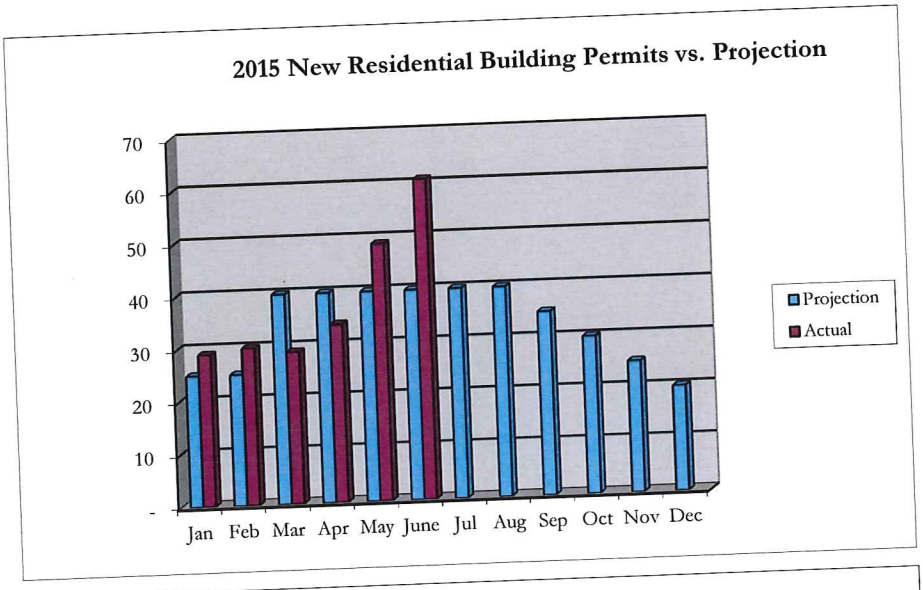
A. 2015/2014/2013 Building Permits to Projection Comparison
B. Historic Erie Neighborhood Fees Waived

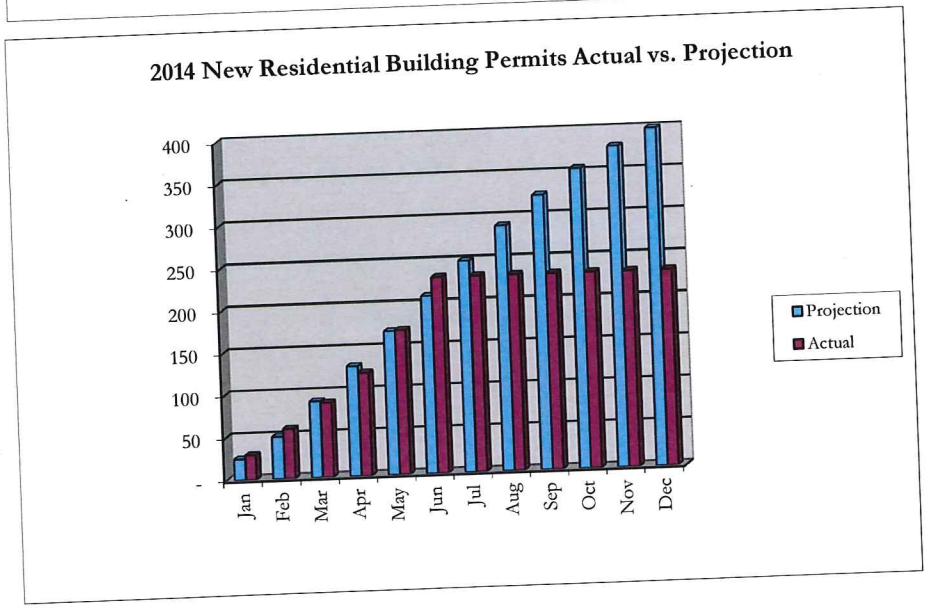
ATTACHMENT A

2015 Building Permits to Projection Comparison

2015	Month by Month Projection	Month by Month Actual	*Seasonal Projection*
Jan	25	29	*8%*
Feb	25	30	*7%*
Mar	40	29	*11%*
Apr	40	34	*12%*
May	40	49	*10%*
June	40	61	*11%*
Jul	40		*10%*
Aug	40		*8%*
Sep	35		*7%*
Oct	30		*6%*
Nov	25		*7%*
Dec	20		*5%*
Total	400		

	Accumulation Projection	Accumulation Actual
Jan	25	29
Feb	50	59
Mar	90	88
Apr	130	122
May	170	171
Jun	210	232
Jul	250	232
Aug	290	232
Sep	325	232
Oct	355	232
Nov	380	232
Dec	400	232

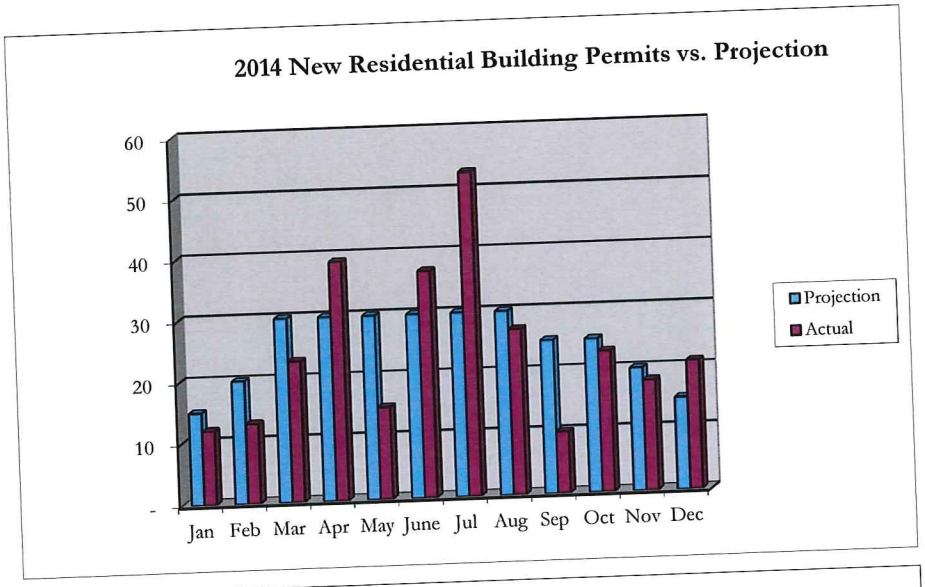


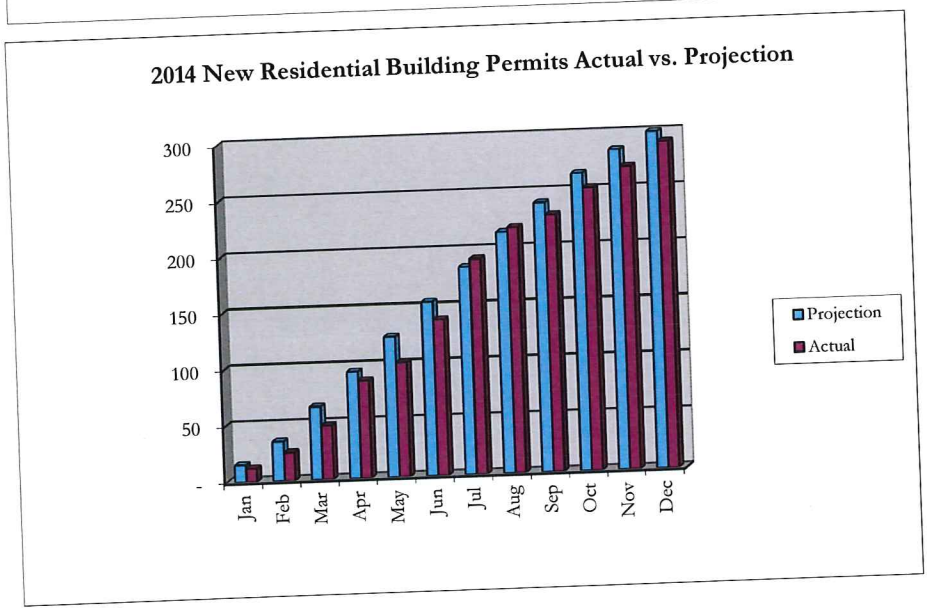


2014 Building Permits to Projection Comparison

2014	Month by Month Projection	Month by Month Actual	*Seasonal Projection*
Jan	15	12	*8%*
Feb	20	13	*7%*
Mar	30	23	*11%*
Apr	30	39	*12%*
May	30	15	*10%*
June	30	37	*11%*
Jul	30	53	*10%*
Aug	30	27	*8%*
Sep	25	10	*7%*
Oct	25	23	*6%*
Nov	20	18	*7%*
Dec	15	21	*5%*
Total	300		

	Accumulation Projection	Accumulation Actual
Jan	15	12
Feb	35	25
Mar	65	48
Apr	95	87
May	125	102
Jun	155	139
Jul	185	192
Aug	215	219
Sep	240	229
Oct	265	252
Nov	285	270
Dec	300	291

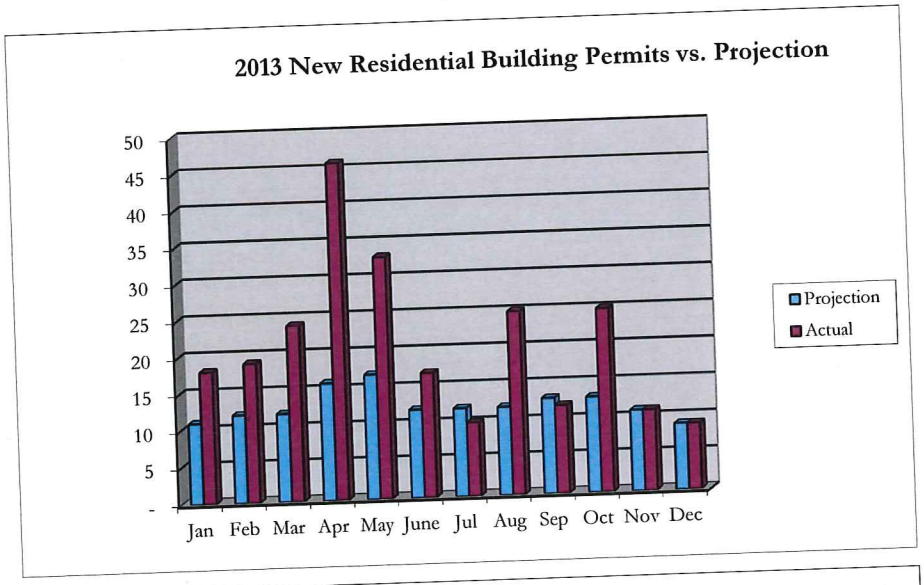


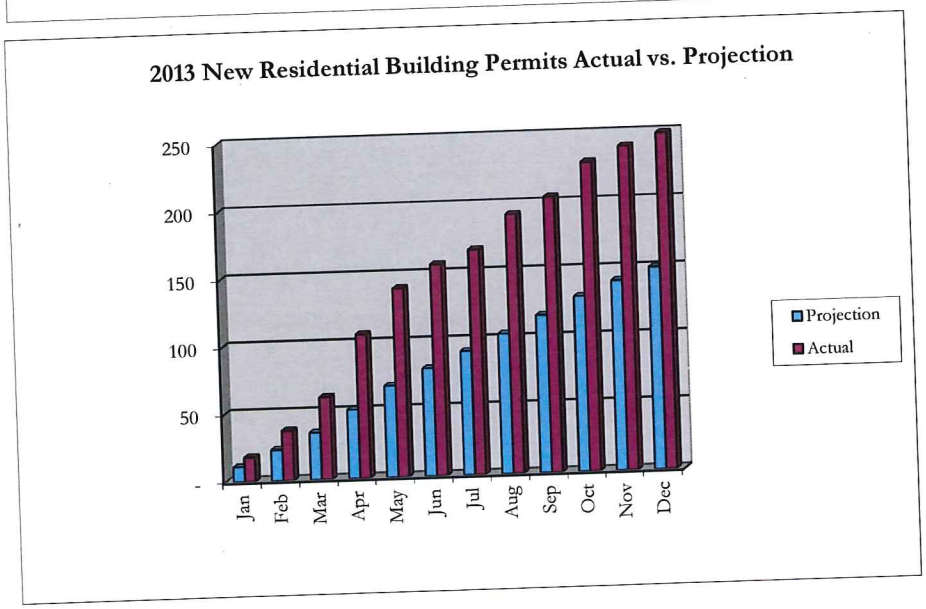


2013 Building Permits to Projection Comparison

2013	Month by Month Projection	Month by Month Actual	*Seasonal Projection*
Jan	11	18	*8%*
Feb	12	19	*7%*
Mar	12	24	*11%*
Apr	16	46	*12%*
May	17	33	*10%*
June	12	17	*11%*
Jul	12	10	*10%*
Aug	12	25	*8%*
Sep	13	12	*7%*
Oct	13	25	*6%*
Nov	11	11	*7%*
Dec	9	9	*5%*
Total	150		

	Accumulation Projection	Accumulation Actual
Jan	11	18
Feb	23	37
Mar	35	61
Apr	51	107
May	68	140
Jun	80	157
Jul	92	167
Aug	104	192
Sep	117	204
Oct	130	229
Nov	141	240
Dec	150	249





ATTACHMENT B

Jun-15

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BPR 791 15	Detached Garage	Burought Const	Dascher	270 Kattell Street	$441.75	$450.00				$891.75	$560.00
			Gaucho	656 Kattell Street	$77.65				$50.47	$128.12	$18.40
BPR-919-15	Re-Roof	Homeowner	Robert Nichols	195 Lawley Dr	$47.00					$47.00	$77.00
			John Ghum	524 High Street	$47.00					$47.00	$41.51
			Joann Lunney	125 Pierce Street	$69.25				$45.01	$114.26	$29.40
BPR-905-15	Re-Roof	Formula Roofing & Remodeling	Aron Arnold	554 Holbrook St	$47.00					$47.00	$122.50
BPR-841-15	Re-Roof	B&M Roofing	Mark Rest	305 Briggs St	$47.00					$47.00	$253.75
BPR-887-15	Demo	Homeowner	Tracey & Leonard Lucero	260 Briggs St	$100.00					$100.00	
BPC-985-15	Electrical	Roberts Electrical Contracting	Jeff Wilkes	605 Briggs St		$35.00				$35.00	$26.25
BPC-906-15	Remodel	Resolve Remodeling	Gaucho de Argentina	565 Kattell St	$83.25					$83.25	$18.40
										$ -	
										$1,540.38	$1,147.21