

Development Agreement
(Canyon Creek Filing No. 7)

This Development Agreement (the "Agreement") is made and entered into this 14th day of November, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Stratus Canyon Creek, LLC, a Colorado limited liability company with an address of 1842 Montane Drive East, Golden, CO 80401 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

Whereas, Developer wishes to develop the Property (the "Development"), and has filed an application for approval of a final plat for Canyon Creek Filing No. 7; and

Whereas, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for the Development. All conditions in this Agreement are in addition to any requirements of the Erie Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. District.

a. The Parties acknowledge that Developer has formed the Lafferty Canyon Metropolitan District (the "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by the District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

b. Pursuant to the Town's Special District Policy, Developer agrees to the following additional conditions for the Development:

- i. Developer shall cause the oil and gas wells known as Canyon Creek 33-13 and Canyon Creek 43-13, located within Tract P of Canyon Creek Subdivision Filing No. 8, to be plugged and abandoned, in compliance with all applicable law. Developer shall cause the plugged and abandoned wells to be monitored for a minimum of 5 years following completion of the plugging and abandonment.
- ii. Developer shall require that all new homes built within the Development have solar panels installed per Town policy meeting 50% of energy needs and pre-wire installed in the garage of all new homes for electric vehicle charging stations;
- iii. Developer shall require that all new homes built within the Development have installed 1.5 gpm shower heads, dual flush toilets, lead detection systems and high efficiency irrigation nozzles.

3. Construction of Improvements.

a. *General.* Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement. The Improvements include two categories: General Improvements and Landscaping Improvements, as listed in **Exhibit B**.

b. *Construction Standards.* Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed by the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. If the application is complete and complies with the approved plans and the Standards, the Town will issue the PIP. Developer shall reimburse the Town for any expenses incurred by the Town for consultant review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage improvement plans by the issuance of the PIP.

d. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably

required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

e. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

f. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers;
- ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.
- iii. Grading, stormwater quality and right-of-way permits.
- iv. Air Quality Permit.
- v. RTD Road Crossing Permit, prior to issuance of a PIP.

g. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

h. *Applicable Law.* Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any

hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements for Phase 1 shall receive Initial Acceptance on or before 365 days following the issuance of the PIP. All Improvements for each subsequent Phase shall receive Initial Acceptance on or before 730 days following the issuance of the Phase 1 PIP.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Final Acceptance. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Final Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements,

or other work required within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

5. Maintenance.

a. *Improvements.* Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to the District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

b. *Vacant Lots/Tracts.* Developer shall be responsible for maintenance, including without limitation weed control and debris removal, on all vacant lots/tracts until such time as such lots/tracts are developed.

6. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total costs listed in **Exhibit B** (the "Improvement Guarantee"), in a form approved by the Town. The Improvement Guarantee may be split into two, one for the Landscape Improvements (the "Landscape Improvement Guarantee"), and one for the General Improvements (the "General Improvement Guarantee").

b. *Timing.* Developer shall not commence construction on any Phase, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved both the Landscape Improvement Guarantee and the General Improvement Guarantee for that Phase.

c. *Draw.* If the Improvements are not constructed or completed within the periods of time specified herein, the Town may draw on the associated Improvement Guarantee to complete the Improvements. If the Improvement Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the Improvements, the Town may draw on the Improvement Guarantee and

either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by Developer.

d. *Reduction.* Upon Initial Acceptance of all of the General Improvements for a particular Phase, the General Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced General Improvement Guarantee shall be held by the Town during the Warranty Period. Upon Initial Acceptance of all of the Landscape Improvements for a particular Phase, the Landscaping Improvement Guarantee for that Phase shall be reduced to the amount of 25% of the total actual cost of such Improvements.

7. Reimbursement. Within 7 days of the Effective Date, Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property. The amounts shall be as follows:

i. For connection to the North Water Reclamation Facility Interceptor Line, \$410 per Lot, totaling \$43,460.

ii. For connection to the West Side Interceptor Line, \$350 per Lot, totaling \$37,100.

8. Fees and Dedications.

a. *Open Space and Park Land Dedication:* All open space dedication and park land dedications required for the Development are being satisfied with the Final Plat.

b. *Open Space Easement.* Within 7 days of the Effective Date, Developer shall execute a perpetual open space easement on Tracts C and E in a form approved by the Town.

c. *School Site.* Pursuant to requirements from the St. Vrain Valley School District No. 2, Developer shall pay \$1,143 per lot.

d. *Transportation.* Within 7 days of the Effective Date, Developer shall pay \$45,000 to the Town to use for necessary transportation safety improvements within the Development and Canyon Creek Filing No. 8, which satisfies Developer's obligations.

e. *Affordable Housing.* Prior to the issuance of any certificate of occupancy for the Development, Developer shall pay to the Town \$225,000 for the Town's affordable housing program. These funds shall first be applied to providing affordable housing within the Development, but if the Town determines that the funds are not usable within

the Development, then the Town may use the funds for other affordable housing projects within the Town at the Town's sole discretion.

9. Phasing. The Development shall be constructed in phases in accordance with **Exhibit C**, attached hereto and incorporated herein by this reference. The following limitations shall apply to the Phasing Plan:

a. Prior to the issuance of any building permits for each Phase, all of the following Improvements shall be installed and shall have received preliminary approval from the Town for that Phase, which requires a finding by the Town Engineer that such Improvements are safe to be used during construction: streets; street signage; water; wastewater; drainage facilities; and streetlights, provided that such streetlights may be temporary at the time of issuance of building permits for that Phase, but must be permanent prior to issuance of any certificates of occupancy for that Phase.

b. Prior to issuance of any building permits for any residential dwelling units in Phase 1, the following Improvements shall have received Initial Acceptance: Lombardi Street from Telleen Avenue north to Jay Road.

10. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to Claims. In addition, Developer shall pay all property taxes on property underlying the Public Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

11. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this

Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

12. Vested Rights. The Final Plat constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. The Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

13. Breach.

a. *Remedies*. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the Improvement Guarantee be paid or honored; or
- iv. Any other remedy available at law or in equity.

b. *Notice*. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Improvement Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach.

c. *Nature of Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

14. Miscellaneous.

a. *Assignment*. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue*. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Boulder County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the Parties with respect to the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Boulder County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

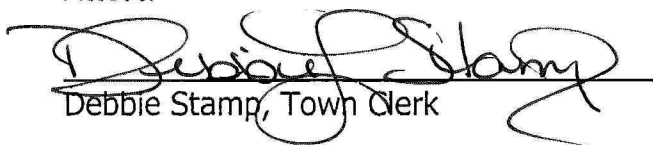
Town of Erie, Colorado



Justin Brooks, Mayor

Sara Loftin, Mayor Pro Tem

Attest:


Debbie Stamp, Town Clerk

Developer

By: 

State of Colorado)
County of Jefferson) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 30th day of October, 2023, by Richard Dean as the Manager of Stratus Canyon Creek, LLC.

My commission expires:
(Seal)

LESLIE E HORD
Notary Public
State of Colorado
Notary ID # 19904003761
My Commission Expires 03-30-2027


Notary Public

Exhibits List

Exhibit A – Legal Description

Exhibit B – Improvements

Exhibit C – Phasing Plan

Exhibit A
Legal Description

EXHIBIT A

PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, SHOWN AS PARCEL NO. 074 ON MAP NO. 1465130, EXCEPT THAT REAL PROPERTY DESCRIBED IN RECEPTION NO. 1895203, RECEPTION NO. 1534041, AND RECEPTION NO. 1826699 FILED IN THE RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 44' 23" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, SECTION 13, A DISTANCE OF 1330.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER WHICH IS THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 26' 39" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1319.12 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE SOUTH 89 DEGREES 50' 01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE SOUTH 00 DEGREES 29' 19" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE OF 795.37 FEET TO THE SOUTHERLY INTERSECTION OF SAID RECEPTION NO. 1895203 AS RECORDED IN THE RECORDS OF SAID COUNTY WITH THE SAID EAST LINE;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID RECEPTION NO. 1895203 THROUGH THE FOLLOWING FOUR COURSES:

1. NORTH 89 DEGREES 42' 44" WEST, 180.00 FEET;
2. SOUTH 07 DEGREES 35' 53" WEST, 211.75 FEET;
3. SOUTH 00 DEGREES 26' 46" EAST, 110.00 FEET;
4. SOUTH 89 DEGREES 42' 46" EAST, 160.06 FEET TO THE WEST LINE OF TRACT G CANYON CREEK FILING NO. 2 AS PLATTED IN SAID RECORDS;

THENCE SOUTH 00 DEGREES 28' 17" EAST, A DISTANCE OF 55.49 FEET TO THE NORTH LINE OF SAID RECEPTION NO. 1826699 IN THE RECORD OF SAID COUNTY;

THENCE ALONG THE NORTH AND WEST LINES OF SAID RECEPTION NO. 1826699 THROUGH THE FOLLOWING TWO COURSES:

1. SOUTH 89 DEGREES 44' 29" WEST, 500.00 FEET;
2. SOUTH 00 DEGREES 28' 28" EAST, 145.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13;

THENCE NORTH 89 DEGREES 44' 23" WEST, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 780.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH
(FROM RECEPTION NO. 2282882)

A TRACT OF LAND BEING TRACT O OF THE CREEKSIDE SUBDIVISION AS RECORDED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2259443, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13 TO BEAR NORTH 00°31'00" WEST ALONG SAID EAST LINE A DISTANCE OF 206.00 FEET; THENCE NORTH 89°44'19" WEST, A DISTANCE OF 90.00 FEET TO THE SOUTHWESTERN MOST CORNER OF TRACT L, A PART OF SAID CREEKSIDE SUBDIVISION, TO THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT O, NORTH 89°44'19" WEST, A DISTANCE OF 120.16 FEET TO THE SOUTHWEST CORNER OF SAID TRACT O;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT O, NORTH 00°31'00" WEST, A DISTANCE OF 110.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY OF SAID TRACT O, NORTH 07°40'20" EAST, A DISTANCE OF 211.75 FEET, TO THE NORTHWEST CORNER OF SAID TRACT O;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT O, SOUTH 89°44'19" EAST, A DISTANCE OF 89.99 FEET TO THE NORTHWEST CORNER OF SAID TRACT L;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT L, SOUTH 00°31'00" EAST, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.81 ACRES, MORE OR LESS

EXCEPT
(FROM RECEPTION NO. 03064195)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13 THENCE N89°44'23"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG THE SOUTH LINE OF PARCEL C, TRACT G, CANYON CREEK SUBDIVISION FILING NO. 3 A DISTANCE OF 550.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL C, TRACT G; THENCE N89°44'23"W CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG THE NORTHERN BOUNDARY OF CANYON CREEK SUBDIVISION FILING NO. 2 A DISTANCE OF 143.72 FEET; THENCE N00°29'19"W A DISTANCE OF 145.00 FEET TO A POINT OF NON-TANGENT CURVATURE. THENCE ALONG A 805.00 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE HAVING A CENTRAL ANGLE OF 00°05'27" AND A CHORD BEARING S89°41'39"E A DISTANCE OF 1.28 FEET) AN ARC LENGTH OF 1.28 FEET; THENCE S89°44'23"E A DISTANCE OF 142.45 FEET TO THE NORTHWEST CORNER OF SAID PARCEL C, TRACT G; THENCE S00°29'19"E ALONG THE WEST LINE OF SAID PARCEL C, TRACT G A DISTANCE OF 145.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 20,838 SQUARE FEET OR 0.478 ACRE, MORE OR LESS.

CONTAINING AN AREA OF 1,623,186 SQUARE FEET (37.484 ACRES), MORE OR LESS.

PARCEL B

(FROM RECEPTION NO. 2073245, EXHIBIT A, PARCEL C, PAGE 5 OF 15)

A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, SHOWN AS PARCEL 073 ON PARCEL MAP NO. 1465130 IN THE RECORDS OF SAID COUNTY, LYING SOUTH OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, AND NORTH OF THAT REAL PROPERTY DESCRIBED IN RECEPTION NO. 1895203, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13;

THENCE NORTH 00 DEGREES 29' 19" WEST, ON THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 750.95 FEET TO THE NORTH INTERSECTION OF SAID RECEPTION NO. 1895203 AS RECORDED IN THE RECORDS OF SAID COUNTY WITH SAID WEST LINE, WHICH IS THE POINT OF BEGINNING;
THENCE ON THE NORTH LINE OF SAID RECEPTION NO. 1895203 THE FOLLOWING FIVE (5) COURSES:

1. NORTH 85 DEGREES 33' 33" EAST, 80.27 FEET;
2. NORTH 54 DEGREES 48' 33" EAST, 920.00 FEET;
3. SOUTH 85 DEGREES 58' 27" EAST, 214.00 FEET;
4. NORTH 56 DEGREES 33' 33" EAST, 560.00 FEET;
5. NORTH 18 DEGREES 21' 09" EAST, 64.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTH 57 DEGREES 49' 09" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID RAILROAD, 985.00 FEET TO A NON-TANGENT 2764.93 FOOT RADIUS CURVE WHICH IS CONCAVE SOUTHWESTERLY;
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 31 DEGREES 58'00" WEST, THROUGH A CENTRAL ANGLE OF 16 DEGREES 14' 03", A DISTANCE OF 783.42 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER;
THENCE SOUTH 00 DEGREES 29' 19" EAST, NON-TANGENT TO SAID CURVE, 1731.77 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,453,261 SQUARE FEET (33.362 ACRES), MORE OR LESS

PARCELS A AND B CONTAIN A TOTAL AREA OF 3,076,447 SQUARE FEET (70.626 ACRES), MORE OR LESS

Exhibit B Improvements

EXHIBIT B

Project Name CANYON CREEK FILING NO 7 - PHASE 1

Project Number 130: 00121

Date Submitted 10/19/2023

Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
Earthwork (for roads, utility alignments and drainage improvements only)						
	1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
	2	Strip Topsoil & Stockpile (6")	18,250	CY	\$ 2.40	\$ 43,800.00
	3	Excavation (Cut)	62,190	CY	\$ 1.75	\$ 108,832.50
	4	Excavation (Fill)	55,100	CY	\$ 1.75	\$ 96,425.00
	4	Replace Strippings	14,600	CY	\$ 2.40	\$ 35,040.00
Subtotal						\$ 309,097.50

Erosion Control						
	1	Construction Markers	4,870	LF	\$ 1.00	\$ 4,870.00
	2	Stabilized Staging Area	1	LS	\$ 4,500.00	\$ 4,500.00
	3	Inlet Protection	6	EA	\$ 45.00	\$ 270.00
	4	Vehicle Tracking Control Pad	1	EA	\$ 2,500.00	\$ 2,500.00
	5	Silt Fence	4,870	LF	\$ 1.25	\$ 6,087.50
	6	Seeding and Mulching	2	AC	\$ 800.00	\$ 1,600.00
	7	Check Dam	2	EA	\$ 55.00	\$ 110.00
	8	Surface Roughening	4	AC	\$ 200.00	\$ 720.00
	9	Curb Socks	21	EA	\$ 38.00	\$ 798.00
	10	Temporary "Sediment Basin"	1	EA	\$ 3,875.00	\$ 3,875.00
	11	Diversion Ditch	100	LF	\$ 24.00	\$ 2,400.00
	12	Temporary Outlet Protection	2	EA	\$ 1,100.00	\$ 2,200.00
	13	Concrete Washout Area	1	EA	\$ 2,890.00	\$ 2,890.00
	14	Wheel Wash	1	EA	\$ 1,800.00	\$ 1,800.00
	15	Slope Protection	0.5	AC	\$ 6,500.00	\$ 3,250.00
	16	Rough Cut Street Control	6	AC	\$ 450.00	\$ 2,475.00
	17	Temporary "Sediment Basin" Clean up	1	EA	\$ 500.00	\$ 500.00
	18	Diversion Ditch Clean up	100	LF	\$ 40.00	\$ 4,000.00
Subtotal						\$ 44,845.50

Sanitary Sewer						
	1	8" PVC	5,150	LF	\$ 42.00	\$ 216,300.00
	2	4" MH	21	EA	\$ 4,275.00	\$ 89,775.00
	3	Connect to Existing	1	EA	\$ 3,500.00	\$ 3,500.00
	4	4" Sanitary Sewer Services	41	EA	\$ 1,250.00	\$ 51,250.00
	5	Jet and Clean	5,150	LF	\$ 2.00	\$ 10,300.00
	6	Testing and Certification	5,150	LF	\$ 2.00	\$ 10,300.00
	7	4X4 Marking Post	41	EA	\$ 30.00	\$ 1,230.00
	8	Dewatering	1	LS	\$ 8,000.00	\$ 8,000.00
Subtotal						\$ 390,655.00

Watermain						
	1	Connect to Existing	3	EA	\$ 4,350.00	\$ 13,050.00
	2	8" Water Main - PVC	3,117	LF	\$ 30.00	\$ 93,510.00
	3	12" Water Main - PVC (both pressure zones)	3,047	LF	\$ 42.50	\$ 129,497.50
	4	8" Water Lowering	4	EA	\$ 3,850.00	\$ 15,400.00
	5	12" Water Lowering	5	EA	\$ 48.00	\$ 240.00
	6	8" Gate Valve	9	EA	\$ 4,450.00	\$ 40,050.00
	7	8" Bend	5	EA	\$ 570.00	\$ 2,850.00
	8	8"x8" Tee	3	EA	\$ 1,050.00	\$ 3,150.00
	9	8" Cross	1	EA	\$ 1,250.00	\$ 1,250.00
	10	12" Gate Valve	9	EA	\$ 3,525.00	\$ 31,725.00
	11	12" Bend	13	EA	\$ 1,475.00	\$ 19,175.00
	12	12"x8" Tee	4	EA	\$ 2,100.00	\$ 8,400.00
	13	MJ Restraint (Dead Line)	132	LF	\$ 24.00	\$ 3,168.00
	14	Plug w/ Blow Off & G.V.	9	EA	\$ 1,250.00	\$ 11,250.00
	15	Fire Hydrant Assembly (Includes 8x6 Tee and Valve)	5	EA	\$ 5,200.00	\$ 26,000.00
	16	Testing	6,164	LF	\$ 1.25	\$ 7,705.00
	17	3/4" Services (w/meter pit)	41	EA	\$ 1,500.00	\$ 61,500.00
	18	Tract Irrigation Service w/ meter	2	EA	\$ 1,500.00	\$ 3,000.00
	19	Valve Adjustments	18	EA	\$ 125.00	\$ 2,250.00
	20	2" Air Vacuum Release Valve	3			
Subtotal						\$ 473,170.50

Storm Sewer						
	1	18" RCP	133	LF	\$ 48.00	\$ 6,384.00

EXHIBIT B

Project Name CANYON CREEK FILING NO 7 - PHASE 1

Project Number 130: 00121

Date Submitted 10/19/2023

Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
	2	24" RCP	175	LF	\$ 67.50	\$ 11,812.50
	3	30" RCP	704	LF	\$ 87.00	\$ 61,248.00
	4	36" RCP	639	LF	\$ 108.00	\$ 69,012.00
	5	42" RCP	21	LF	\$ 142.00	\$ 2,982.00
	6	48" RCP	622	LF		
	7	45" x 29" HERCP	93	LF		
	8	53" x 34" HERCP	20	LF		
	9	60" x 38" HERCP	165	LF		
	10	18" FES	1	EA	\$ 1,800.00	\$ 1,800.00
	11	30" FES	1	EA	\$ 2,400.00	\$ 2,400.00
	12	48" FES	1	EA	\$ 3,200.00	\$ 3,200.00
	13	45" x 29" FES	1	EA		
	14	5' MH	1	EA	\$ 4,200.00	\$ 4,200.00
	15	6' MH	5	EA	\$ 5,180.00	\$ 25,900.00
	16	Box Base Manhole				
	17	15' Type R Inlet	4	EA	\$ 14,250.00	\$ 57,000.00
	18	10' Type R Inlet	5	EA	\$ 7,800.00	\$ 39,000.00
	19	5' Type R Inlet	1	EA	\$ 11,200.00	\$ 11,200.00
	20	Low Tailwater Riprap Basin - Type M Riprap	1	LS	\$ 2,590.00	\$ 2,590.00
	21	Low Tailwater Riprap Basin - Concrete Cutoff Wall	25	CY	\$ 425.00	\$ 10,625.00
	22	Rock Swale	200	LF	\$ 28.00	\$ 5,600.00
	23	Outlet Structure Modification	1	EA	\$ 15,000.00	\$ 15,000.00
	24	Rip Rap Type M D-12"	325	SY	\$ 87.50	\$ 28,437.50
					Subtotal	\$ 358,391.00

Concrete - Flatwork						
	1	Subgrade Prep (Sidewalk and Curb & Gutter)	7,116	SY	\$ 1.60	\$ 11,385.69
	2	5' Detached Concrete Walk	4,512	SY	\$ 49.00	\$ 221,088.00
	3	Mountable Curb / Gutter	3,293	LF	\$ 26.75	\$ 88,077.05
	4	6" Vertical Curb w/ 2" Gutter - Jasper Road	5,643	LF	\$ 24.80	\$ 139,946.40
	5	Median Curb and Gutter - Jasper Road	3,962	LF	\$ 26.55	\$ 105,191.10
	6	Median Splash Block - Jasper Road	200	SY	\$ 28.80	\$ 5,760.00
	7	Private Entry Drive - Lafferty Parcel	1	EA	\$ 5,800.00	\$ 5,800.00
	8	Median Cross Walk Access - Jasper Road	2	EA	\$ 8,500.00	\$ 17,000.00
	9	Handicap ramp	20	EA	\$ 2,100.00	\$ 42,000.00
	10	Mid block Handicap Ramp - Jasper Road	4	EA	\$ 1,800.00	\$ 7,200.00
	11	Crossspan / Transitions	4	EA	\$ 4,875.00	\$ 19,500.00
					Subtotal	\$ 662,948.24

Paving						
	1	Subgrade Prep - Standard road grade prep	19,529	SY	\$ 1.45	\$ 28,317.05
	2	Asphalt Paving-Local streets (5" Asphalt / 7" Roadbase)	7,150	SY	\$ 45.75	\$ 327,112.50
	3	Asphalt Paving-Jasper Road (7" Asphalt / 10" Roadbase)	12,379	SY	\$ 67.90	\$ 840,534.10
	4	Jasper - Jay Road (Round-About)	1	LS	\$ 245,000.00	\$ 245,000.00
	5	Street Washing (Cleaning)	1	LS	\$ 4,800.00	\$ 4,800.00
	6	Lafferty access ABC drive	1	EA	\$ 8,500.00	\$ 8,500.00
					Subtotal	\$ 1,445,763.65

Street Improvements - Signage and Striping						
	1	Street Lights	18	EA	\$ 3,200.00	\$ 57,600.00
	2	Striping	500	LF	\$ 24.00	\$ 12,000.00
	3	Street Signs (Street and Stop signs)	16	EA	\$ 850.00	\$ 13,600.00
	4	Utility Sleeving - Street Crossings 4"	2,900	LF	\$ 14.50	\$ 42,050.00
					Subtotal	\$ 125,250.00

Landscaping-Lombardi Street R.O.W Landscape						
	1	Sod w/ soil prep & amendments	21,177	SF	\$ 1.00	\$ 21,177.00
	2	Shrub bed (includes soil prep, amendments, fabric and mulch)	17,893	SF	\$ 1.30	\$ 23,260.90
	3	Irrigation	39,070	SF	\$ 1.00	\$ 39,070.00
	4	Shade trees - 2" Cal B&B	61	EA	\$ 500.00	\$ 30,500.00
	5	Ornamental trees - 1.5" Cal B&B	26	EA	\$ 500.00	\$ 13,000.00
	6	Shrubs - 5 Gallon	427	EA	\$ 35.00	\$ 14,945.00
	7	Ornamental Grasses - 1 Gallon	97	EA	\$ 15.00	\$ 1,455.00
					Subtotal	\$ 143,407.90

EXHIBIT B

Project Name		CANYON CREEK FILING NO 7 - PHASE 1				
Project Number		130: 00121				
Date Submitted		10/19/2023				
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
		Landscaping-Internal R.O.W Landscape				
	1	Sod w/ soil prep & amendments	25,834	SF	\$ 1.00	\$ 25,834.00
	2	Irrigation	25,834	SF	\$ 1.00	\$ 25,834.00
	3	Shade trees - 2" Cal B&B	60	EA	\$ 500.00	\$ 30,000.00
	4	Ornamental trees - 1.5" Cal B&B	22	EA	\$ 500.00	\$ 11,000.00
					Subtotal	\$ 92,668.00

		Landscaping				
	1	Sod w/ soil prep & amendments	12,866	SF	\$ 1.00	\$ 12,866.00
	2	Native Seed w/ soil prep & amendments	16,705	SF	\$ 0.25	\$ 4,176.25
	3	Shrub bed (includes soil prep, amendments, fabric and mulch)	18,032	SF	\$ 1.30	\$ 23,441.60
	4	Landscaping Edger, rolltop only	880	LF	\$5.00	\$ 4,400.00
	5	Irrigation	47,603	SF	\$1.00	\$ 47,603.00
	6	Shade trees - 2" Cal B&B	7	EA	\$500.00	\$ 3,500.00
	7	Ornamental trees - 1.5" Cal B&B	3	EA	\$500.00	\$ 1,500.00
	8	Evergreen trees - Avg. 6ft	28	EA	\$550.00	\$ 15,400.00
	9	Shrubs - 5 Gallon	289	EA	\$35.00	\$ 10,115.00
	10	Perennials - 1 Gallon	55	EA	\$15.00	\$ 825.00
	11	Ornamental Grasses - 1 Gallon	142	EA	\$15.00	\$ 2,130.00
	12	Bike Rack	1	EA	\$800.00	\$ 800.00
	13	Bench	4	EA	\$1,500.00	\$ 6,000.00
	14	Picnic Table	3	EA	\$3,200.00	\$ 9,600.00
	15	Picnic Table (ADA)	1	EA	\$3,000.00	\$ 3,000.00
	16	BBQ Grill	2	EA	\$500.00	\$ 1,000.00
	17	Trash Receptacle	2	EA	\$1,200.00	\$ 2,400.00
	18	Dog bag station	1	EA	\$500.00	\$ 500.00
	19	Park signage	1	EA	\$1,000.00	\$ 1,000.00
	20	Horseshoe Court	2	EA	\$5,000.00	\$ 10,000.00
	21	20'x24' Shelter	1	EA	\$45,000.00	\$ 45,000.00
	22	Playground Thickened Edge	79	LF	\$35.00	\$ 2,765.00
	23	Concrete Play Curb (6")	125	LF	\$35.00	\$ 4,375.00
	24	EWV (Playground Surfacing 12" depth) & Playground Drainage	1,449	SF	\$8.00	\$ 11,592.00
	25	Playground Ramp	1	EA	\$1,000.00	\$ 1,000.00
	26	Play Boulders	1	EA	\$1,000.00	\$ 1,000.00
	27	Single Spring Rider	1	EA	\$3,000.00	\$ 3,000.00
	28	Junior Spica	1	EA	\$3,500.00	\$ 3,500.00
	29	Four Seat Spring Rider	1	EA	\$5,000.00	\$ 5,000.00
	30	Toddlerstown Play Structure	1	EA	\$35,000.00	\$ 35,000.00
					Subtotal	\$ 272,488.85

		Trails - Access Paths				
	1	Crusher Fine Recreation Trail - Maintenance Trail (6" CL5 CDOT Roadbase)	400	SY	\$ 24.00	\$ 9,600.00
	2	Gravel Pond Access Drive	300	SY	\$ 24.00	\$ 7,200.00
	3	Pedestrian Crossing w/ HAWK Flashing Beacon	1	EA	\$ 45,000.00	\$ 45,000.00
					Subtotal	\$ 61,800.00

		Removal				
	1	Remove Concrete 6" Vertical C&G	125	LF	\$ 21.50	\$ 2,687.50
	2	Remove existing median (Jasper Road)	1	LS	\$ 3,500.00	\$ 3,500.00
	3	Sawcut Asphalt	400	LF	\$ 21.50	\$ 8,600.00
	4	Mill Asphalt	125	SY	\$ 42.00	\$ 5,250.00
	5	Demo Asphalt	750	SY	\$ 24.00	\$ 18,000.00
					Subtotal	\$ 38,037.50

		Clean & Maintain				
	1	Misc Site Clean Up	1	LS	\$ 10,000.00	\$ 10,000.00
					Subtotal	\$ 10,000.00

FILING NO.7 PHASE 1 \$ 4,428,523.64

EXHIBIT B						
Project Name	CANYON CREEK FILING NO 7 - PHASE 2					
Project Number	130: 00121					
Date Submitted	10/19/2023					
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
Erosion Control						
1		Construction Markers	10,005	LF	\$ 1.00	\$ 10,005.00
2		Stabilized Staging Area	1	LS	\$ 4,500.00	\$ 4,500.00
3		Inlet Protection	8	EA	\$ 45.00	\$ 360.00
4		Vehicle Tracking Control Pad	1	EA	\$ 2,500.00	\$ 2,500.00
5		Silt Fence	6,575	LF	\$ 1.25	\$ 8,218.75
6		Seeding and Mulching	21	AC	\$ 800.00	\$ 16,800.00
7		Check Dam	4	EA	\$ 55.00	\$ 220.00
8		Surface Roughening	20	AC	\$ 200.00	\$ 4,000.00
9		Curb Socks	34	EA	\$ 38.00	\$ 1,292.00
10		Temporary "Sediment Basin"	2	EA	\$ 3,875.00	\$ 7,750.00
11		Diversion Ditch	400	LF	\$ 24.00	\$ 9,600.00
12		Temporary Outlet Protection	4	EA	\$ 1,100.00	\$ 4,400.00
13		Concrete Washout Area	1	EA	\$ 2,890.00	\$ 2,890.00
14		Wheel Wash	1	EA	\$ 1,800.00	\$ 1,800.00
15		Slope Protection	5	AC	\$ 6,500.00	\$ 32,500.00
16		Rough Cut Street Control	6	AC	\$ 450.00	\$ 2,880.00
17		Temporary "Sediment Basin" Clean up	1	EA	\$ 500.00	\$ 500.00
18		Diversion Ditch Clean up	400	LF	\$ 40.00	\$ 16,000.00
					Subtotal	\$ 126,215.75
Sanitary Sewer						
1		8" PVC	3,361	LF	\$ 42.00	\$ 141,162.00
2		4' MH	20	EA	\$ 4,275.00	\$ 85,500.00
3		Connect to Existing	2	EA	\$ 3,500.00	\$ 7,000.00
4		4" Sanitary Sewer Services	65	EA	\$ 1,250.00	\$ 81,250.00
5		Jet and Clean	3,361	LF	\$ 2.00	\$ 6,722.00
6		Testing and Certification	3,361	LF	\$ 2.00	\$ 6,722.00
7		4X4 Marking Post	65	EA	\$ 30.00	\$ 1,950.00
8		Dewatering	1	LS	\$ 8,000.00	\$ 8,000.00
					Subtotal	\$ 338,306.00
Watermain						
1		Connect to Existing	2	EA	\$ 4,350.00	\$ 8,700.00
2		8" Water Main - PVC	3,158	LF	\$ 30.00	\$ 94,740.00
3		8" Water Lowering	7	EA	\$ 3,850.00	\$ 26,950.00
4		8" Gate Valve	17	EA	\$ 4,450.00	\$ 75,650.00
5		8" Bend	16	EA	\$ 570.00	\$ 9,120.00
6		8"x8" Tee	6	EA	\$ 1,050.00	\$ 6,300.00
7		8" Cross	0	EA	\$ 1,250.00	\$ -
8		MJ Restraint (Dead Line)	75	LF	\$ 24.00	\$ 1,800.00
9		Plug w/ Blow Off	2	EA	\$ 1,250.00	\$ 2,500.00
10		Fire Hydrant Assembly (Includes 8x6 Tee and Valve)	11	EA	\$ 5,200.00	\$ 57,200.00
11		Testing	3,158	LF	\$ 1.25	\$ 3,947.50
12		3/4" Services (w/meter pit)	65	EA	\$ 1,500.00	\$ 97,500.00
13		Tract Irrigation Service w/ meter and tap fees	3	EA	\$ 1,500.00	\$ 4,500.00
14		Valve Adjustments	17	EA	\$ 125.00	\$ 2,125.00
					Subtotal	\$ 391,032.50
Storm Sewer						
1		42" RCP	415	LF	\$ 142.00	\$ 58,930.00
2		30" RCP	50	LF	\$ 87.00	\$ 4,350.00
3		36" RCP	99	LF	\$ 108.00	\$ 10,692.00
4		Box Cluvert (4'x10')	100	LF	\$ 875.00	\$ 87,500.00
5		42" FES	2	EA	\$ 3,200.00	\$ 6,400.00
6		6' MH	3	EA	\$ 5,180.00	\$ 15,540.00
7		10' Type R Inlet	1	EA	\$ 7,800.00	\$ 7,800.00
8		15' Type R Inlet	3	EA	\$ 11,200.00	\$ 33,600.00
9		5' Type R Inlet	4	EA	\$ 5,700.00	\$ 22,800.00
10		Low Tailwater Riprap Basin - Type M Riprap	2	LS	\$ 2,590.00	\$ 5,180.00
11		Low Tailwater Riprap Basin - Concrete Cutoff Wall	50	CY	\$ 425.00	\$ 21,250.00
12		Rock Swale	200	LF	\$ 28.00	\$ 5,600.00
13		Rip Rap Type M D-12"	480	SY	\$ 87.50	\$ 42,000.00
					Subtotal	\$ 321,642.00

EXHIBIT B

Project Name		CANYON CREEK FILING NO 7 - PHASE 2				
Project Number		130: 00121				
Date Submitted		10/19/2023				
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
Concrete - Flatwork						
	1	Subgrade Prep (Sidewalk and Curb & Gutter)	5,086	SY	\$ 1.60	\$ 8,137.48
	2	5' Detached Concrete Walk	3,045	SY	\$ 49.00	\$ 149,205.00
	3	8' Concrete Trail	2,246	SY	\$ 49.00	\$ 110,054.00
	4	10' Offsite Concrete Trail	1,040	SY	\$ 49.00	\$ 50,960.00
	5	Mountable Curb / Gutter - Local	6,434	LF	\$ 26.75	\$ 172,097.20
	6	6" Vertical Curb w/ 2' Gutter - Jasper Road	56	LF	\$ 24.80	\$ 1,388.80
	7	HCR	19	EA	\$ 2,100.00	\$ 39,900.00
	8	Crossspan / Transitions	5	EA	\$ 4,875.00	\$ 24,375.00
					Subtotal	\$ 556,117.48
Paving						
	1	Subgrade Prep - Standard road grade prep	14,859	SY	\$ 1.45	\$ 21,545.55
	2	Asphalt Paving-Local streets (5" Asphalt / 7" Roadbase)	14,859	SY	\$ 45.75	\$ 679,799.25
	3	Street Washing (Cleaning)	1	LS	\$ 2,500.00	\$ 2,500.00
					Subtotal	\$ 703,844.80
Street Improvements - Signage and Striping						
	1	Street Lights	11	EA	\$ 3,200.00	\$ 35,200.00
	2	Striping	100	LF	\$ 24.00	\$ 2,400.00
	3	Street Signs (Street and Stop signs)	17	EA	\$ 850.00	\$ 14,450.00
	4	Utility Sleeving - Street Crossings 4"	2,700	LF	\$ 14.50	\$ 39,150.00
					Subtotal	\$ 91,200.00
Landscaping - Lombardi Street R.O.W Landscape						
	1	Sod w/soil prep & amendments	2,040	SF	\$1.00	\$ 2,040.00
	2	Irrigation	2,040	SF	\$1.00	\$ 2,040.00
	3	Shade trees - 2" Cal B&B	3	EA	\$500.00	\$ 1,500.00
					Subtotal	\$ 5,580.00
Landscaping - Internal R.O.W Landscape						
	1	Sod w/soil prep & amendments	44,458	SF	\$1.00	\$ 44,458.00
	2	Irrigation	44,458	SF	\$1.00	\$ 44,458.00
	3	Shade trees - 2" Cal B&B	98	EA	\$500.00	\$ 49,000.00
	4	Ornamental trees - 1.5" Cal B&B	37	EA	\$500.00	\$ 18,500.00
					Subtotal	\$ 156,416.00
Landscaping - Tract Landscape						
	1	Sod w/soil prep & amendments	7,525	SF	\$1.00	\$ 7,525.00
	2	Native Seed w/ soil prep & amendments (incl. detention pond on Lombardi Street)	524,779	SF	\$0.25	\$ 131,194.75
	3	Shrub bed (includes soil prep, amendments, fabric and mulch)	9,783	EA	\$1.30	\$ 12,717.90
	4	Landscape Edger, rolloft only	609	LF	\$5.00	\$ 3,045.00
	5	Irrigation (Sod & Shrub beds)	17,308	SF	\$1.00	\$ 17,308.00
	6	Native Seed Irrigation	524,779	SF	\$1.00	\$ 524,779.00
	7	Ornamental trees - 1.5" Cal B&B	8	EA	\$500.00	\$ 4,000.00
	8	Evergreen trees - Avg. 6ft	32	EA	\$550.00	\$ 17,600.00
	9	Shrubs - 5 Gallon	167	EA	\$35.00	\$ 5,845.00
	10	Ornamental Grasses - 1 Gallon	86	SF	\$1.00	\$ 86.00
					Subtotal	\$ 724,100.65
Trails - Access Paths						
	1	Crusher Fine Recreation Trail - Maintenance Trail (6" CL5 CDOT Roadbase)	700	SY	\$ 24.00	\$ 16,800.00
	2	Gravel Pond Access Drive	500	SY	\$ 24.00	\$ 12,000.00
	3	Pedestrian Crossing w/ HAWK Flashing Beacon	1	EA	\$ 45,000.00	\$ 45,000.00
					Subtotal	\$ 73,800.00
Removal						
	1	Remove Concrete 6" Vertical C&G	10	LF	\$ 21.50	\$ 215.00
	2	Sawcut Asphalt	90	LF	\$ 3,500.00	\$ 315,000.00
	3	Mill Asphalt	40	SY	\$ 21.50	\$ 860.00
	4	Demo Asphalt	750	SY	\$ 24.00	\$ 18,000.00
					Subtotal	\$ 334,075.00

EXHIBIT B						
Project Name	CANYON CREEK FILING NO 7 - PHASE 2					
Project Number	130: 00121					
Date Submitted	10/19/2023					
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
		Clean & Maintain				
	1	Misc Site Clean Up	1	LS	\$ 10,000.00	\$ 10,000.00
					Subtotal	\$ 10,000.00
					FILING NO.7 PHASE 2	\$ 3,832,330.18

By: CWC Consulting Group Inc.

Exhibit C Phasing Plan

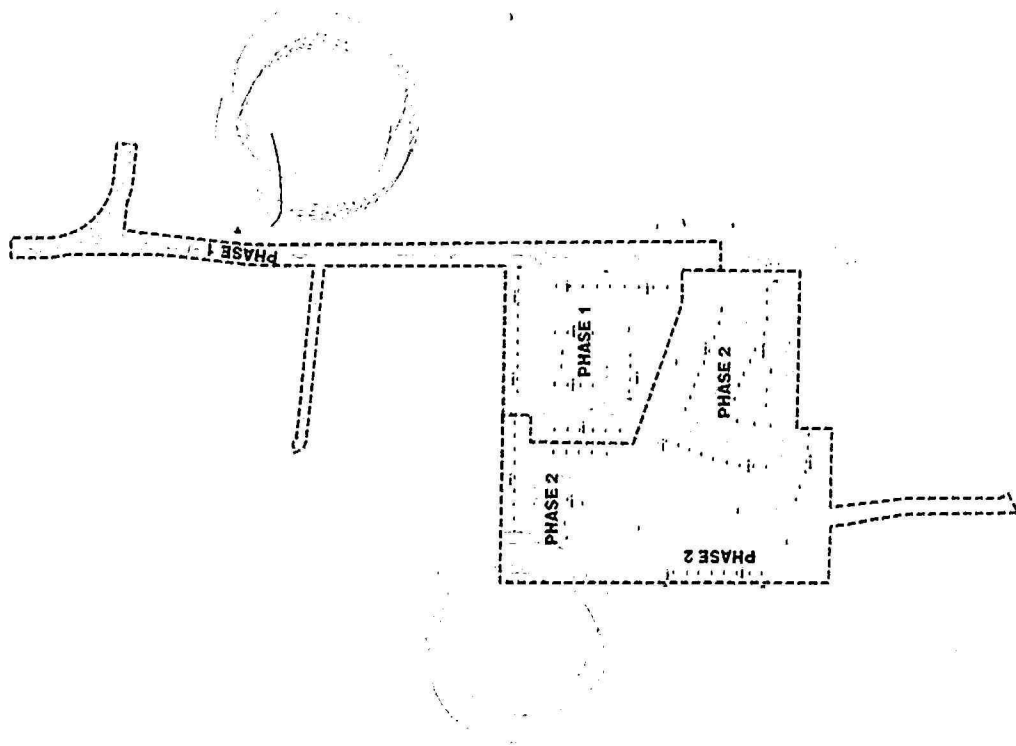


EXHIBIT C