

**Development Agreement**  
**(Parkdale Filing No. 3)**

This Development Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (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 OEO, LLC, a Colorado limited liability company with a principal place of business at 7353 S. Alton Way, Suite A-100, Centennial, CO 80112 ("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 Parkdale Filing No. 3 (the "Final Plat"); 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. The Town acknowledges that Developer has formed one or more metropolitan districts (collectively 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 or on behalf of the District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.
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.

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; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; 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. Specific Improvements. Developer shall cause to be constructed or furnished and installed, at Developer's own expense and in conformance with the Plans and Standards, all of the following Improvements:

a. *Streets and Sidewalks.* Developer shall construct all required street and sidewalk improvements in conformance with the Plans and Standards and in accordance with the PIP.

b. *Signs and Striping.* Developer shall install 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 amended, and other applicable legal requirements.

c. *Street Lights.* Developer shall install street lights concurrently with the construction of the streets on which they are located.

d. *Water.* Developer shall install all required water mains, lines, and appurtenances. Developer shall pay all potable and non-potable tap and raw water dedication fees for all permanently irrigated tracts and rights-of-way prior to the

installation of landscaping in said tracts and rights-of-way. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water dedication fees, for a period not to exceed 2 years, but volume charges and service charges shall be due for all usage.

e. *Wastewater.* Developer shall install all required wastewater lines and appurtenances and shall pay all associated tap fees.

f. *Drainage Facilities.* Developer shall install all required drainage facilities, in compliance with Mile High Flood District design standards.

g. *Landscaping.* Developer shall install all required landscaping, structures, trails and sidewalk improvements in accordance with a Town-approved landscape plan.

h. *Utilities.* Developer shall install all on-site and off-site electric, natural gas, telephone, cable other utilities, underground as required by the Code.

i. *Fencing.* Developer shall install fencing in accordance with the Planned Unit Development, the approved landscaping plans and the Code. Fencing adjacent to parks and open space shall be limited to low (4') open (50%) fencing. The finished side of the fence shall face the open space.

5. 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 shall receive Initial Acceptance on or before April 30, 2023.

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.

## 6. 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.* Developer shall be responsible for landscaping maintenance, including weed control, on all vacant lots until such time as the lot is developed and conveyed to an individual owner.

## 7. 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** in a form approved by the Town (the "Improvement Guarantee"). The Improvement Guarantee may be split into two, one for the Landscape Improvements (the "Landscape Performance Guarantee"), and one for the General Improvements (the "General Performance Guarantee").

b. *Timing.* Developer shall not commence construction, 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 Performance Improvement Guarantee and the General Performance Guarantee.

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, 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, the Landscaping Performance Guarantee shall be reduced to the amount of 25% of the total actual cost of such Improvements.

## 8. Reimbursement.

a. *To the Town.* Within 7 days of final approval of the Final Plat, 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 Coal Creek Sanitary Sewer Interceptor line constructed by the Town, \$55.00 per single-family equivalent ("SFE");

ii. For improvements constructed by the Vista Ridge Metropolitan District, \$220.18 per SFE; and

iii. For connection to the North Water Reclamation Facility Interceptor line constructed by the Town, \$410.00 per SFE.

b. *To Developer.* Developer may seek reimbursement for the oversize portion of utilities and other infrastructure and a *pro rata* portion of the cost of off-site Improvements required under this Agreement. At the time of final approval of a land use application for properties that use these Improvements, the Town may require, as a condition of approval, a proportional reimbursement to Developer. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Improvements.

9. Fees and Dedications.

a. *Open Space and Park Land Dedication.* The Parties acknowledge that, upon recording of the Final Plat, Developer shall be deemed to have fully satisfied all open space and trail dedication requirements under the Code for the Development.

b. *Park Fees.* Pursuant to Code § 10.6.3.B.7., in lieu of dedicating land to the Town for a Neighborhood Park, Developer previously agreed to pay the Town a Neighborhood Park Land and Development Construction Cost Fee pursuant to the Development Agreement between the Town and the Developer for Parkdale Filing No. 1, recorded on \_\_\_\_\_ at \_\_\_\_\_. No additional fees shall be due with this Final Plat.

10. Issuance of Building Permits. Prior to the issuance of any building permits, all of the following Improvements shall be installed and shall have received preliminary approval from the Town, 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, but must be permanent prior to issuance of any certificates of occupancy.

11. 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 ant 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.

12. 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.

13. 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 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).

14. 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.

15. 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, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of 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**

\_\_\_\_\_  
Jennifer Carroll, Mayor

Attest:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**Developer** OEO LLC

By: \_\_\_\_\_

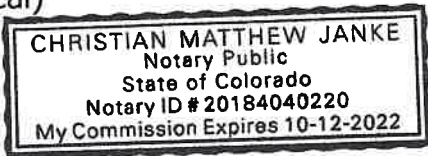


State of Colorado            )  
  ) ss.  
County of Arapahoe        )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17<sup>th</sup> day of January, 2022, by Chris Elliott as the Manager of OEO, LLC.

My commission expires: 10/12/2022

(Seal)



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

## Exhibits List

**Exhibit A** – Legal Description

**Exhibit B** – Improvements

**Exhibit A**  
**Legal Description**

## **PARKDALE FILING NO. 3 FINAL PLAT LEGAL DESCRIPTION**

11/26/18

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 BEING N 00°18'39" W AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, BEING A FOUND 3.25" ALUMINUM CAP PLS 13155 IN RANGE BOX PER COLORADO MONUMENT RECORDED DATED 3-30-98.

-SOUTHWEST CORNER OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP PLS 28656 IN RANGE BOX PER COLORADO MONUMENT RECORD DATED 12-2-93.

**BEGINNING** AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36;

THENCE N 89°45'33" E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 1322.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 ;

THENCE S 89°49'19" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 182.64 FEET TO A POINT ON THE SOUTHERLY LINE OF A 50 FOOT WIDE PARCEL RECORDED AT RECEPTION NO. 3616070;

THENCE S 86°59'11" E ALONG SAID SOUTHERLY PARCEL LINE A DISTANCE OF 1139.24 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36;

THENCE S 00°20'01" E ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 8.63 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1143 AT PAGE 504;

THENCE N 87°03'19" W ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1143 AT PAGE 504 AND THE NORTHERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 781619 A DISTANCE OF 573.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 781619;

THENCE S 00°11'08" E ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 781619 A DISTANCE OF 1209.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 7 (AKA BASELINE ROAD),

THENCE S 89°36'44" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 7 (AKA BASELINE ROAD) A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 436823;

THENCE N 00°11'08" W ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 436823 A DISTANCE OF 553.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 436823;

THENCE S 89°36'44" W ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 436823 AND THE EXTENSION THEREOF BEING THE NORTHERLY LINES OF THOSE PARCELS OF LAND RECORDED AT RECEPTION NUMBERS: 749256, 3494053, 127324, 3222737 AND 3059458 A DISTANCE OF 1681.33 FEET TO THE NORTHWEST CORNER OF SAID

PARCEL OF LAND RECORDED AT RECEPTION NUMBER 3059458 SAID POINT ALSO BEING ON THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 785164;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 785164 THE FOLLOWING TWO (2) COURSES:

1) N 00°20'16" W A DISTANCE OF 4.50 FEET;

2) S 89°36'44" W A DISTANCE OF 327.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36;

THENCE N 00°18'39" W ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 700.00 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 1,479,116 SQUARE FEET, OR 33.9558 ACRES MORE OR LESS.

## **Exhibit B Improvements**

# **EXHIBIT B**

## **PARKDALE FILING NO. 3**

### ***Engineer's Opinion of Probable Costs***

Based on preliminary construction documents dated October 2021

Prepared By:

KT Engineering  
12500 W. 58th Ave, Suite 230  
Arvada, CO 80002

PCS Group, Inc.  
200 Kalamath Street  
Denver, CO 80218

#### **Summary of Public Improvement Costs:**

<b>Total Filing No 3 Civil Items:</b>	<b>\$7,720,809</b>
<b>Total Filing No 3 Landscape Items:</b>	<b>\$936,462</b>
<b>Contingency at 15%</b>	<b>\$1,298,591</b>
<b>Grand Total:</b>	<b>\$9,955,861</b>

Date Prepared:  
11.05.2021



# PARKDALE FILING NO. 3 ENGINEER'S COST ESTIMATE CIVIL ITEMS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<b>EROSION CONTROL &amp; RETAINING WALLS</b>					
1	Temp. Sediment Ponds	2	EA	\$12,500.00	\$25,000.00
2	Rock Stabilization	10000	TN	\$15.00	\$150,000.00
3	Prepare SWMP plan	1	EA	\$7,500.00	\$7,500.00
4	Erosion Control Initial, interim, and final	196	LOT	\$1,000.00	\$196,000.00
4	Maintenance of Erosion control	1	LS	\$85,000.00	\$85,000.00
5	Modular Block Retaining Wall	1050	FF	\$35.00	\$36,750.00
<b>EROSION CONTROL &amp; RETAINING WALLS SUBTOTAL</b>					<b>\$500,250.00</b>
<b>ONSITE SANITARY SEWER</b>					
6	8" PVC and Bedding	8269	LF	\$40.00	\$330,760.00
7	6" Perforated Underdrain (Same Trench)	8269	LF	\$19.50	\$161,245.50
8	4" Service Line and Wye	204	EA	\$1,395.00	\$284,580.00
9	4" Underdrain Service Line and Wye	204	EA	\$687.00	\$140,148.00
10	4' Diameter Manhole	67	EA	\$4,890.00	\$327,630.00
11	6" Underdrain Cleanout (Two per MH)	67	EA	\$1,500.00	\$100,500.00
<b>ONSITE SANITARY SEWER SUBTOTAL</b>					<b>\$1,344,863.50</b>
<b>WATERLINE ONSITE</b>					
12	8" PVC C-150 w/Bedding, 12ga Tracer wire	10094	LF	\$33.50	\$338,149.00
13	8" MJ Gate Valve W/Box & Restraints	115	EA	\$1,600.00	\$184,000.00
14	8" MJ Tee w/Restraints	34	EA	\$775.00	\$26,350.00
15	8" MJ Cross w/Restraints	3	EA	\$910.00	\$2,730.00
16	8" x 6" Swivel Tee w/ Restraints	5	EA	\$760.00	\$3,800.00
17	8" MJ Bends w/ Restraints	18	EA	\$600.00	\$10,800.00
18	8" X 6" Reducer w /restraints	16	EA	\$600.00	\$9,600.00
19	FH Assy, 5 1/2' Bury (6" GV and Test Station Included)	21	EA	\$7,100.00	\$149,100.00
20	Air Vac and Vault	0	EA	\$8,430.00	\$0.00
21	8" Depressions under Storm	9	EA	\$4,400.00	\$39,600.00
22	Connect to existing	1	EA	\$4,000.00	\$4,000.00
23	3/4" Water Service Line, Meter Pit and Saddle	204	EA	\$2,100.00	\$428,400.00
<b>WATERLINE ONSITE SUBTOTAL</b>					<b>\$1,196,529.00</b>
<b>WATERLINE 119TH STREET</b>					
24	16" PVC C-150 w/Bedding	1367	LF	\$98.00	\$133,966.00
25	16" x 8" Tee w/ Restraints	1	EA	\$2,405.00	\$2,405.00
26	16" MJ Gate Valve w/Box & Restraints	3	EA	\$4,120.00	\$12,360.00
27	Air Vac and Vault	0	EA	\$8,430.00	\$0.00
28	16" x 02" Blow-off Assembly	1	EA	\$3,291.00	\$3,291.00
<b>WATERLINE 119TH STREET SUBTOTAL</b>					<b>\$152,022.00</b>
<b>LAFAYETTE REUSE WATERLINE</b>					
29	18" PVC C-150 w/Bedding, 12ga Tracer wire	1308	LF	\$112.00	\$146,496.00
30	18" MJ Bends w/ Restraints	1	EA	\$2,780.00	\$2,780.00
31	18" MJ Gate Valve w/Box & Restraints	1	EA	\$5,700.00	\$5,700.00
32	18" x 02" Blow-off Assembly	1	EA	\$3,720.00	\$3,720.00
<b>LAFAYETTE REUSE WATERLINE SUBTOTAL</b>					<b>\$158,696.00</b>
<b>STORM SEWER</b>					
33	15" Class III RCP w/ Bedding	111	LF	\$48.00	\$5,328.00
34	18" Class III RCP w/ Bedding	972	LF	\$58.00	\$56,376.00
35	24" Class III RCP w/ Bedding	44	LF	\$79.30	\$3,489.20
36	30" Class III RCP w/ Bedding	1015	LF	\$96.25	\$97,693.75
37	36" Class III RCP w/ Bedding	238	LF	\$125.00	\$29,750.00
38	38"X60" HERCP	331	LF	\$384.00	\$127,104.00
39	18" RCP FES	1	EA	\$1,300.00	\$1,300.00
40	5' Diameter MH w/24" Cover	2	EA	\$4,530.00	\$9,060.00

41	6' Diameter MH w/24" Cover	2	EA	\$6,682.00	\$13,364.00
42	7'X7' Box MH	5	EA	\$16,300.00	\$81,500.00
43	5' Type R Inlet	3	EA	\$5,127.00	\$15,381.00
44	10' Type R Inlet	5	EA	\$9,340.00	\$46,700.00
45	15' Type R Inlet	4	EA	\$14,040.00	\$56,160.00
46	Type C Inlet w/ Close Mesh Grate	6	EA	\$5,125.00	\$30,750.00
47	Type D Inlet w/ Close Mesh Grate	1	EA	\$6,760.00	\$6,760.00
48	Behind Curb Drains and Cleanouts	10847	LF	\$19.60	\$212,601.20
				<b>STORM SEWER SUBTOTAL</b>	<b>\$793,317.15</b>

<b>ROADWAY CONCRETE PAVING</b>					
49	Vertical 6" Curb & Gutter (2' Pan)	10849	LF	\$21.00	\$227,829.00
50	Vertical 6" Curb & Gutter (1' Pan)	1263	LF	\$21.00	\$26,523.00
51	Handicap Ramps w/ Domes	34	EA	\$2,550.00	\$86,700.00
52	4" Thick Sidewalk 4' Wide	6169	LF	\$24.00	\$148,056.00
53	6" Thick Sidewalk 5' Wide	13769	LF	\$31.25	\$430,281.25
54	6" Thick Sidewalk 10' Wide	2604	LF	\$55.50	\$144,522.00
55	18' Wide Concrete Curb Cut (30 EA @ 180 SF EA)	5580	SF	\$8.00	\$44,640.00
56	Subgrade Prep for Alleys	75294	SF	\$2.50	\$188,235.00
57	6" Thick Concrete Alley Paving	75294	SF	\$6.50	\$489,411.00
58	8" Thick Crosspan (10 EA @ 465 SF EA)	4604	SF	\$13.00	\$59,852.00
59	Concrete Swale/Pan	1509	LF	\$21.00	\$31,689.00
60	119th Street Vertical 6" Curb & Gutter	996	LF	\$21.00	\$20,916.00
				<b>ROADWAY CONCRETE PAVING SUBTOTAL</b>	<b>\$1,898,654.25</b>

<b>ROADWAY ASPHALT PAVING</b>					
61	12" Scarify and Recompact (Includes prep for C&G)	31333	SY	\$2.00	\$62,666.00
62	Class 6 Road Base - 8" Depth (Local)	12467	SY	\$8.60	\$107,216.20
63	Class 6 Road Base - 9" Depth (Collector)	9772	SY	\$9.20	\$89,902.40
64	Class 6 Road Base - 10" Depth (Minor Arterial)	2789	SY	\$10.65	\$29,702.85
65	5" Asphalt (Local)	11334	SY	\$23.75	\$269,182.50
66	5" Asphalt (Collector)	8884	SY	\$23.75	\$210,995.00
67	6" Asphalt (Minor Arterial)	2988	SY	\$28.00	\$83,664.00
68	Sawcutting and Asphalt Removal	1764	SF	\$1.00	\$1,764.00
69	Rotomill and 2" Overlay (119th Street)	3363	SY	\$18.00	\$60,534.00
70	1.5" Edge Mill and Overlay at 2 year	27600	SY	\$18.00	\$496,800.00
71	Adjust Manholes	70	EA	\$575.00	\$40,250.00
72	Adjust Valves	136	EA	\$425.00	\$57,800.00
73	Incidental Items associated with 119th widening	1	LS	\$100,000.00	\$100,000.00
74	Traffic Control	1	LS	\$25,000.00	\$25,000.00
75	Signage	1	LS	\$10,000.00	\$10,000.00
76	Restriping if required at 2 year	1	LS	\$15,000.00	\$15,000.00
77	Traffic Control if required at 2 year unit price	1	DY	\$1,000.00	\$1,000.00
78	Striping	1	LS	\$15,000.00	\$15,000.00
				<b>ROADWAY ASPHALT PAVING SUBTOTAL</b>	<b>\$1,676,476.95</b>

<b>GRAND TOTAL CIVIL ITEMS FILING NO. 1</b>				<b>\$7,720,809</b>	
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# PARKDALE FILING NO. 3 ENGINEER'S COST ESTIMATE

## LANDSCAPE ITEMS (PROVIDED BY PCS GROUP)

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<b>Landscape Materials</b>				
Sod (includes prep.)	114,205	SF	\$1.00	\$114,205.00
Native Seed Mix (includes prep.)	114,676	SF	\$0.45	\$51,604.20
Rock Mulch	25,187	SF	\$1.20	\$30,224.40
Fibrous Wood Mulch	3,591	SF	\$1.20	\$4,309.20
Steel Edger	1,716	LF	\$3.50	\$6,006.00
2" Caliper Deciduous Trees	177	EA	\$525.00	\$92,925.00
6' Ht. Evergreen Trees	73	EA	\$650.00	\$47,450.00
1.5" Caliper Ornamental Tree	61	EA	\$400.00	\$24,400.00
5 Gal Shrubs	1,598	EA	\$50.00	\$79,900.00
1 Gal Perennials/ Annuals/ Grasses	1,670	EA	\$20.00	\$33,400.00
Landscape Boulder	64	EA	\$450.00	\$28,800.00
			<b>Subtotal</b>	<b>\$513,223.80</b>
<b>Site Features</b>				
3 Rail Fence	3,145	LF	\$30.00	\$94,350.00
Secondary Monument	1	EA	\$40,000.00	\$40,000.00
Stone Fence Columns (County Line Road & 119th) <i>1 per 50 ft.</i>	11	EA	\$2,500.00	\$27,500.00
Mailbox Cluster	13	EA	\$1,850.00	\$24,050.00
			<b>Subtotal</b>	<b>\$185,900.00</b>
<b>Park Amenities</b>				
Fibar-Engineered Wood Fiber (Play Safety Surfacing)	2,762	SF	\$4.00	\$11,048.00
** Concrete Walks-Parks	3,291	SF	\$7.00	\$23,037.00
Concrete Playground Edger	69	LF	\$25.00	\$1,725.00
Playground Thickend edge	139	LF	\$50.00	\$6,950.00
Playground Drainage	1	LS	\$15,000.00	\$15,000.00
Multi-Level Play Structure -Nu-Edge Structure #QU065968)	1	EA	\$51,000.00	\$51,000.00
Corn Hole	1	EA	\$5,000.00	\$5,000.00
Boulder Climbing Feature -(Dynamo PG)	1	EA	\$12,000.00	\$12,000.00
Swing - (Little Tikes)	1	EA	\$15,268.00	\$15,268.00
Stand & Spin (Little Tikes)	1	EA	\$3,500.00	\$3,500.00
Shade Shelter	1	EA	\$63,000.00	\$63,000.00
Picnic Tables	4	EA	\$2,500.00	\$10,000.00
Benches -Victor Stanley Lily Bench	4	EA	\$2,200.00	\$8,800.00
BBQ Grill - Little Tikes	2	EA	\$680.00	\$1,360.00
Trash Receptacle-Victor Stanley	2	EA	\$2,200.00	\$4,400.00
Bicycle Rack - Victor Stanley	2	EA	\$800.00	\$1,600.00
Pet Waste Station	1	EA	\$650.00	\$650.00
Park Maintenance ID Sign	1	EA	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$237,338.00</b>

<b>Grand Total Landscape Items Filings 3</b>	<b>\$936,462</b>
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