

Development Agreement
(Westerly Filing No. 1)

This Development Agreement (the "Agreement") is made and entered into this 27th day of January, 2020 (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 Erie Land Company, LLC, a Delaware limited liability company with an address of 1225 17th Street, Suite 2420, Denver, Colorado 80202 ("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 the Westerly Filing No. 1 subdivision plat (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. Districts. The Town acknowledges that Developer has formed 4 metropolitan districts (collectively, the "Districts" and each, a "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 a 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 and specifications 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. Town 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 or cause to be installed street lights, of a type and in accordance with the Plans and Standards, 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 sewer lines and appurtenances. Prior to the issuance of any building permits for the Development, all sanitary sewer improvements shall be substantially completed as determined by the Town and all associated wastewater tap fees shall be paid.

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 "PUD"), 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 for Phase 1 shall receive Initial Acceptance on or before November 1, 2023. All Improvements for Phase 2 shall receive Initial Acceptance on or before November 1, 2024. All Improvements for Phase 3 shall receive Initial Acceptance on or before November 1, 2025. All Improvements for Phase 4 shall receive Initial Acceptance on or before November 1, 2026.

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 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 for any Improvement, including landscape medians, to a District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town in the form of a separate maintenance agreement.

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. Phasing. The Development shall be constructed in phases in accordance with **Exhibit C**, attached hereto and incorporated herein by this reference. The following limitations and modifications 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 (which may be an all-weather surface); 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. A homeowner's association created by Developer shall be responsible for maintaining all landscaped islands within all Town-owned rights-of-way, with the exception of Erie Parkway and County Road 5. Following recordation of the Final Plat and this Agreement, the Town shall provide a form of Landscape Maintenance Agreement for Developer's review and such agreement shall be executed prior to the Town granting Final Acceptance of the subject Improvements.

8. 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 Improvement cost for each Phase (each, an "Improvement Guarantee"). The Improvement Guarantee may 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 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 Performance Improvement Guarantee and the General Performance 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 calendar 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 calendar days of a request by Developer.

c. *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 Performance Guarantee for that Phase shall be reduced to the amount of 25% of the total actual cost of such Improvements.

9. Reimbursement.

a. *To the Town.* Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property. The amounts and timing of payment 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"), to be paid at the Town's issuance of a PIP for a particular Phase.

ii. For connection to the North Water Reclamation Facility Interceptor line constructed by the Town, \$410.00 per SFE, to be paid at the Town's issuance of a PIP for a particular Phase.

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 subdivision plat or other development plan 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.

10. Fees, Dedications, and Specific Requirements.

a. *Open Space and Park Land Dedication.*

i. Developer's park land dedication requirements for the Final Plat shall comply with Section 10.6.3 of the Code, as amended.

ii. Developer shall hire, at Developer's sole cost and expense, a qualified restoration ecologist to supervise and certify the restoration of the portion of the Tract W Future Open Space tract that will be preserved as open space and the Tract Y Open Space tract in accordance with the Restoration Plan dated August

10, 2020, as approved by the Town (the "Open Space Restoration Work"). Notwithstanding anything to the contrary in this Agreement, the Open Space Restoration Work shall not be eligible for Initial Acceptance by the Town in phases. Instead, the Open Space Restoration Work shall be completed in a single phase. Following Final Acceptance of the Open Space Restoration Work, Developer shall convey a portion of the Tract W Future Open Space tract and the Tract Y Open Space tract to the Town by separate instrument in accordance with Section 10.6.3 of the Code. If a water line is to be installed in either the Tract W Future Open Space tract or the Tract Y Open Space tract, Developer shall install such water line prior to Initial Acceptance of the Open Space Restoration Work.

b. *Park Fees.* No separate park fees are required in connection with the Final Plat.

c. *School Site.* Developer shall convey to the Town by separate instrument the school site referenced in Section 4.2 of the Swink Annexation and Dearmin East Agreement dated January 28, 2020 and recorded on February 27, 2020, under Reception No. 4570092 in the real estate records of the Weld County Clerk and Recorder (the "ADA"). The conveyance shall comply with the ADA, Section 10.5.6 the Code, and the current intergovernmental agreement between the Town and St. Vrain Valley School District.

d. *Threatened and Endangered Species.* Developer shall comply with the terms of the Screening Report for Federal-State Listed Threatened and Endangered Species and General Wildlife for Erie Site, Weld County, Colorado, dated July 27, 2018, as approved by the Town, to protect the species identified in such report, including raptor nests, migratory birds, and western burrowing owls.

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 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 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).

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 remedies include, but are not limited to:

- 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 applicable 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 and prevent further action by the Town.

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 Weld 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 Weld 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.

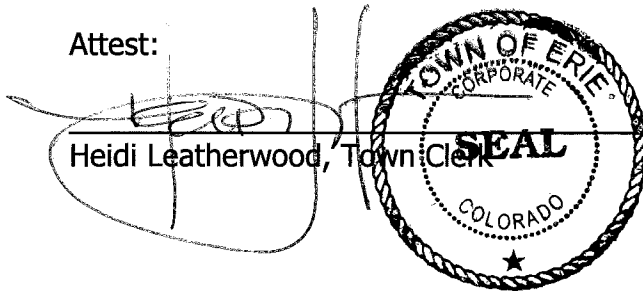
k. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, 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
Jennifer Carroll, Mayor

Attest:



Developer:
Erie Land Company, LLC, a
Delaware limited liability company

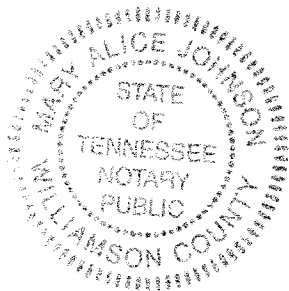
David Bracht
Name: David Bracht
Title: Authorized Signatory

State of Colorado)
County of Davidson) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 18 day of December, 2020, by David Bracht as the Authorized Signatory of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:

(Seal)



Mary Alice Johnson
Notary Public

Exhibits List

Exhibit A – Legal Description

Exhibit B – Improvements

Exhibit C – Phasing Plan

Exhibit A
Legal Description

LEGAL DESCRIPTION – FILING NO. 1 WESTERLY

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 206 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY- ONE (21) COURSES:

THENCE SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;

THENCE NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;

THENCE SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF

CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $34^{\circ}36'07''$, A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH $70^{\circ}30'47''$ WEST A DISTANCE OF 193.30 FEET;

THENCE SOUTH $53^{\circ}12'44''$ WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $13^{\circ}09'14''$, A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH $46^{\circ}38'08''$ WEST A DISTANCE OF 97.36 FEET;

THENCE SOUTH $40^{\circ}03'31''$ WEST A DISTANCE OF 199.79 FEET;

THENCE SOUTH $43^{\circ}18'24''$ WEST A DISTANCE OF 274.93 FEET;

THENCE SOUTH $41^{\circ}54'01''$ WEST A DISTANCE OF 126.84 FEET;

THENCE SOUTH $43^{\circ}57'21''$ WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $62^{\circ}08'24''$, A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH $12^{\circ}53'09''$ WEST A DISTANCE OF 232.24 FEET;

THENCE SOUTH $18^{\circ}11'03''$ EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $39^{\circ}02'42''$, A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH $37^{\circ}42'25''$ EAST A DISTANCE OF 116.96 FEET;

THENCE SOUTH $57^{\circ}13'46''$ EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $24^{\circ}57'41''$, A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH $69^{\circ}42'37''$ EAST A DISTANCE OF 183.69 FEET;

THENCE SOUTH $82^{\circ}11'27''$ EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $22^{\circ}03'40''$, A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH $71^{\circ}09'37''$ EAST A DISTANCE OF 220.03 FEET;

THENCE SOUTH $60^{\circ}07'47''$ EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $02^{\circ}24'14''$, A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH $58^{\circ}55'40''$ EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH $89^{\circ}25'57''$ WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

THENCE NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;
THENCE NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;
THENCE SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;
THENCE NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;
THENCE SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

THENCE NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;
THENCE NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 89°59'29" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE VACATED RIGHT-OF-WAY RECORDED AT RECEPTION NO.4506864 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY VACATION THE FOLLOWING FOUR (4) COURSES:

THENCE NORTH 00°00'31" EAST A DISTANCE OF 990.23 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°37'46", A RADIUS OF 20.00 FEET AN ARC LENGTH OF 31.29 FEET AND A CHORD THAT BEARS NORTH 44°49'24" EAST A DISTANCE OF 28.19 FEET;
THENCE NORTH 89°38'17" EAST A DISTANCE OF 1,116.48 FEET TO THE EASTERLY LINE OF ERIE PARKWAY AS DESCRIBED IN RECEPTION NO. 33338310;
THENCE NORTH 00°21'43" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF- WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE POINT OF BEGINNING.

Exhibit B
Improvements

Exhibit B					
Engineer's Estimate of Probable Cost					
Westerly Filing 1 - Overall					
11-Dec-20					
Item	Phase 1	Phase 2	Phase 3	Phase 4	Total
Water	\$ 558,227	\$ 282,370	\$ 261,565	\$ 198,305	\$ 1,300,467
Sanitary	\$ 333,065	\$ 278,976	\$ 139,970	\$ 176,727	\$ 928,738
Storm Sewer	\$ 1,479,146	\$ 628,194	\$ 483,976	\$ 459,970	\$ 3,051,286
Streets	\$ 7,093,301	\$ 2,115,160	\$ 1,336,180	\$ 1,460,622	\$ 12,005,262
All Subtotal	\$ 9,463,739	\$ 3,304,700	\$ 2,221,691	\$ 2,295,624	\$ 17,285,752
15% Contingency	\$ 1,419,561	\$ 495,705	\$ 333,254	\$ 344,344	\$ 2,592,863
Total	\$ 10,883,299	\$ 3,800,404	\$ 2,554,944	\$ 2,639,967	\$ 19,878,615
Landscaping	\$ 1,496,156	\$ 250,009	\$ 200,680	\$ 449,121	\$ 2,395,966
Irrigation	\$ 792,498	\$ 23,786	\$ 11,894	\$ 14,304	\$ 842,483
Subtotal	\$ 2,288,654	\$ 273,795	\$ 212,574	\$ 463,426	\$ 3,238,449
15% Contingency	\$ 343,298	\$ 41,069	\$ 31,886	\$ 69,514	\$ 485,767
Total	\$ 2,631,952	\$ 314,864	\$ 244,460	\$ 532,939	\$ 3,724,216




Matrix

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 1				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
Water				
Bend - 8"	28	EA	\$350.00	\$9,800
Bend (Non-Potable) - 12"	2	EA	\$550.00	\$1,100
Connect to existing Water Main	2	EA	\$3,500.00	\$7,000
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	13	EA	\$2,550.00	\$33,150
Irrigation Service	2	EA	\$1,350.00	\$2,700
Meter (Non-Potable Connection to Pond)	1	EA	\$650.00	\$650
Tee - 8"x6" Swivel	13	EA	\$1,000.00	\$13,000
Tee - 8"	16	EA	\$1,000.00	\$16,000
Tee (Non-Potable) - 12"	1	EA	\$1,250.00	\$1,250
Tee 30x8"	1	EA	\$1,250.00	\$1,250
Temporary Blow Off Valve	5	EA	\$1,300.00	\$6,500
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Butterfly Valve	2	EA	\$5,000.00	\$10,000
Gate Valve (6-inch)	13	EA	\$1,300.00	\$16,900
Gate Valve (8-inch)	46	EA	\$1,300.00	\$59,800
Gate Valve (Non-Potable)	2	EA	\$1,450.00	\$2,900
Water Main (12-inch PVC)(Non-Potable)	1357	LF	\$45.00	\$61,065
Water Main (8-inch PVC)	7030	LF	\$25.00	\$175,750
Water Main (6-inch DIP)	141	LF	\$32.00	\$4,512
Water Main Lowering	12	EA	\$2,500.00	\$30,000
Water Service (3/4" Type 'K' Copper)	82	EA	\$1,200.00	\$98,400
			Subtotal	\$558,227
Sanitary				
Connect to existing Sewer Main	1	EA	\$1,500.00	\$1,500
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	5	EA	\$3,000.00	\$15,000
Sanitary Main (12" PVC)	141	LF	\$30.00	\$4,230
Sanitary Main (10" PVC)	1341	LF	\$27.50	\$36,878
Sanitary Main (8" PVC)	4759	LF	\$23.00	\$109,457
Sewer Service	80	EA	\$1,000.00	\$80,000
Plug	2	EA	\$500.00	\$1,000
			Subtotal	\$333,065
Storm Sewer				
Forebay	2	EA	\$5,500.00	\$11,000
Headwall		EA	\$3,750.00	
Inlet (5-ft Type 'R')	3	EA	\$4,000.00	\$12,000
Inlet (10-ft Type 'R')	6	EA	\$6,500.00	\$39,000
Inlet (15-ft Type 'R')	12	EA	\$8,750.00	\$105,000
Manhole (48" Dia.)	7	EA	\$3,000.00	\$21,000
Manhole (60" Dia.)	11	EA	\$3,750.00	\$41,250
Manhole (72" Dia.)	1	EA	\$4,750.00	\$4,750
Manhole (Type 'B')	23	EA	\$6,000.00	\$138,000
Manhole (Type 'P')	5	EA	\$6,500.00	\$32,500
Outlet Structure	1	EA	\$12,500.00	\$12,500
Overflow Wall	264	LF	\$35.00	\$9,240
Pipe (18" RCP)	126	LF	\$45.00	\$5,670
Pipe (24" RCP)	750	LF	\$52.00	\$39,000
Pipe (30" RCP)	426	LF	\$60.00	\$25,560

Pipe (36" RCP)	419	LF	\$90.00	\$37,710
Pipe (42" RCP)	936	LF	\$105.00	\$98,280
Pipe (48" RCP)	194	LF	\$120.00	\$23,280
Pipe (54" RCP)	165	LF	\$135.00	\$22,275
Pipe (60" RCP)	412	LF	\$150.00	\$61,800
Pipe (66" RCP)	39	LF	\$165.00	\$6,435
Pipe (72" RCP)	1312	LF	\$180.00	\$236,160
Pipe (84" RCP)	571	LF	\$210.00	\$119,910
Pipe (53"x83" HERCP)	357	LF	\$198.00	\$70,686
Private Edge Drain	9418	LF	\$30.00	\$282,540
Trickle Channel (Concrete)	944	LF	\$25.00	\$23,600
			Subtotal	\$1,479,146
Streets				
Asphalt - 6"	99625	SY	\$22.00	\$2,191,750
Base Course - 10"	99625	SY	\$12.00	\$1,195,500
Concrete (Alley) Pavement - 8"	14136	SY	\$72.00	\$1,017,792
Concrete Trail - 4"	248168	SF	\$3.00	\$744,504
Concrete Crossspan - 6"	184	LF	\$11.00	\$2,024
Curb Ramp	51	EA	\$950.00	\$48,450
Alley Entrance	6	EA	\$6,500.00	\$39,000
Sidewalk	505640	SF	\$2.50	\$1,264,100
Street Name Sign	38	EA	\$450.00	\$17,100
One Way Sign	11	EA	\$550.00	\$6,050
Stop Sign	16	EA	\$550.00	\$8,800
Local Street Light	2	EA	\$9,500.00	\$19,000
Collector Street Light	18	EA	\$9,500.00	\$171,000
Arterial Street Light	11	EA	\$11,500.00	\$126,500
Striping	3081	LF	\$1.00	\$3,081
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	14700	LF	\$14.50	\$213,150
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			Subtotal	\$7,093,301
Landscaping				
Sod (includes prep.)	213,488	SF	\$1.00	\$213,487.55
Native Seed Mix (includes prep.)	471,059	SF	\$0.45	\$211,976.74
Rock Mulch	5,307	SF	\$1.20	\$6,368.56
Wood Mulch	10,012	SF	\$0.75	\$7,509.04
Crusher fines	26,225	SF	\$7.00	\$183,571.99
Steel Edger	4,155	LF	\$3.50	\$14,542.50
2" Caliper Deciduous Trees	170	EA	\$525.00	\$89,250.00
2" Caliper Ornamental Tree	115	EA	\$400.00	\$46,000.00
6' Height Coniferous Tree	46	EA	\$650.00	\$29,900.00
5 Gal Shrubs	999	EA	\$50.00	\$49,950.00
1 Gal Perennials/ Annuals/ Grasses	2,659	EA	\$20.00	\$53,180.00
Landscape Boulder	45	EA	\$600.00	\$27,000.00
Site Features				
Two-Rail Wood Fence	720	LF	\$20.00	\$14,400.00
3' Masonry Wall	196	LF	\$450.00	\$88,200.00
4' Masonry Columns	31	EA	\$1,800.00	\$55,800.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Entry Monument	2	EA	\$17,500.00	\$35,000.00
Bench	15	EA	\$2,000.00	\$30,000.00
Trash Receptacle	6	EA	\$1,500.00	\$9,000.00
Bike Rack	4	EA	\$1,200.00	\$4,800.00
Pet Station	4	EA	\$680.00	\$2,720.00

Up-Lights	38	EA	\$700.00	\$26,600.00
Hammock	6	EA	\$300.00	\$1,800.00
Hammock Post	10	EA	\$500.00	\$5,000.00
Picnic Table	7	EA	\$3,500.00	\$24,500.00
Small Shelter	2	EA	\$36,000.00	\$72,000.00
Pedestrian Lights	29	EA	\$4,500.00	\$130,500.00
Catenary Lights	10	EA	\$800.00	\$8,000.00
Catenary Light Poles	8	EA	\$1,500.00	\$12,000.00
Tree Grates	27	EA	\$1,500.00	\$40,500.00
			Landscape Subtotal	\$1,496,156.38
Irrigation				
CL200 PVC Lateral - 1"	31683	Lf	\$3.05	\$96,633
CL200 PVC Lateral - 1.5"	7108	Lf	\$3.53	\$25,091
CL200 PVC Lateral - 2"	3498	Lf	\$4.30	\$15,042
CL200 PVC Lateral - 2.5"	1293	Lf	\$5.17	\$6,686
CL200RT PVC Mainline 1-1/4"	259	Lf	\$3.78	\$978
CL200RT PVC Mainline 2"	1222	Lf	\$7.25	\$8,860
CL200RT PVC Mainline 2.5"	1544	Lf	\$8.65	\$13,359
CL200RT PVC Mainline 3"	3556	Lf	\$10.00	\$35,563
CL200RT PVC Mainline 4"	2665	Lf	\$15.00	\$39,973
Drain Valve - 1" 1/4 turn	10	Ea	\$313.00	\$3,180
Gate Valve - 2"	7	Ea	\$202.94	\$1,500
Gate Valve - 2.5"	4	Ea	\$266.00	\$983
Gate Valve Gasketed - 3"	18	Ea	\$398.00	\$7,353
Gate Valve Gasketed - 4"	13	Ea	\$554.00	\$7,164
Gate Valve - 1-1/4"	2	Ea	\$167.00	\$309
Hunter I-25 ADS Rotor	79	Ea	\$119.00	\$9,343
Hunter I-20 6" PRB Rotor	79	Ea	\$87.00	\$6,831
Hunter I-20 12" PRB Rotor	241	Ea	\$126.00	\$30,377
Rain Bird - RD 6"w/ plstc mpr nozz	1113	Ea	\$31.00	\$34,505
Rain Bird - RD 12" Pop w/Rotator Noz	503	Ea	\$57.00	\$28,695
Rain Bird PES-B-RD - 1" valve /decoder	35	Ea	\$287.00	\$10,074
Rain Bird PES-B -RD - 1.5" valve/decoder	54	Ea	\$331.00	\$18,039
Rain Bird PES-B - RD 2" valve/decoder	30	Ea	\$408.00	\$12,060
Rain Bird 44LRC Quick Cplr	54	Ea	\$330.00	\$17,680
1" Master valve	1	Ea	\$187.00	\$173
3" Large Master valve w/decoder	3	Ea	\$750.00	\$2,078
Two Wire Decoder cable	10854	Lf	\$1.10	\$11,939
AWG Wire #14	2032	Lf	\$0.25	\$508
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	32	Ea	\$357.00	\$11,542
Drip POS PC Emitters & Micro Tubing	8320	Lf	\$2.57	\$21,382
Drip Blow-Out Box w/Operator	79	Ea	\$112.00	\$8,897
Hardie Dura-pol Tubing	19943	Lf	\$0.85	\$16,951
CL160 PVC Sleeve 2"	2910	Lf	\$17.00	\$49,464
CL160 PVC Sleeve 4"	887	Lf	\$21.00	\$18,622
CL160 PVC Sleeve 6"	988	Lf	\$27.00	\$26,686
CL160 PVC Sleeve 8"	527	Lf	\$42.00	\$22,113
Febco 825YA BFP - .75"	1	Ea	\$925.00	\$854
Febco 880N BFP - 3"	1	Ea	\$7,013.88	\$6,479
Srong Box enclosure	1	Ea	\$575.00	\$531
Guard Shack GS-5 enclosure	1	Ea	\$875.00	\$808
Pond Pumping System POC #1	1	Ls	\$109,000.00	\$100,684
Pumping System Booster Nova LG Poc #2	1	Ls	\$16,750.00	\$15,472
Pumping System Booster Nova Poc #3	1	Ls	\$9,500.00	\$8,775
Hand Held decoder Programmer	1	Ea	\$1,240.00	\$1,145

2-Wire Surge Assembly	40	Ea	\$95.00	\$3,773
Hunter ACC-2, A2C-D LITEKIT - PED -PP	3	Ea	\$9,600.00	\$26,603
Controller Grounding	1	LS	\$1,700.00	\$1,570
Electrical Connections	1	LS	\$5,600.00	\$5,173
		Irrigation Subtotal		\$792,498
		All Subtotal		\$11,752,393
		15% Contingency		\$1,762,859
			Total	\$13,515,252
 Matrix				

Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 2				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<u>Water</u>				
Bend - 8"	19	EA	\$350.00	\$6,650
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	7	EA	\$2,550.00	\$17,850
Irrigation Service		EA	\$1,350.00	
Tee - 8"x6" Swivel	7	EA	\$1,000.00	\$7,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	7	EA	\$1,300.00	\$9,100
Gate Valve (8-inch)	21	EA	\$1,300.00	\$27,300
Water Main (8-inch PVC)	3750	LF	\$25.00	\$93,750
Water Main (6-inch DIP)	85	LF	\$32.00	\$2,720
Water Main Lowering	4	EA	\$2,500.00	\$10,000
Water Service (3/4" Type 'K' Copper)	80	EA	\$1,200.00	\$96,000
Water Service (Master Meter Serving 7 lots)	1	EA	\$1,200.00	\$1,200
			Subtotal	\$282,370
<u>Sanitary</u>				
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	2	EA	\$3,000.00	\$6,000
Sanitary Main (8" PVC)	3912	LF	\$23.00	\$89,976
Sewer Service	98	EA	\$1,000.00	\$98,000
			Subtotal	\$278,976
<u>Storm Sewer</u>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	7	EA	\$6,500.00	\$45,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Inlet (20-ft Type 'R')	1	EA	\$11,500.00	\$11,500
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (Type 'B')	10	EA	\$6,000.00	\$60,000
Pipe (18" RCP)	68	LF	\$45.00	\$3,060
Pipe (24" RCP)	427	LF	\$52.00	\$22,204
Pipe (30" RCP)	67	LF	\$60.00	\$4,020
Pipe (42" RCP)	195	LF	\$105.00	\$20,475
Pipe (60" RCP)	322	LF	\$150.00	\$48,300
Pipe (66" RCP)	579	LF	\$165.00	\$95,535
Private Edge Drain	8595	LF	\$30.00	\$257,850
			Subtotal	\$628,194
<u>Streets</u>				
Asphalt - 6"	25522	SY	\$22.00	\$561,484
Base Course - 10"	25522	SY	\$12.00	\$306,264
Concrete Pavement (Alley) - 8"	3386	SY	\$72.00	\$243,792
Concrete Trail - 4"	7924	SF	\$3.00	\$23,772
Concrete Crossspan - 6"	256	LF	\$11.00	\$2,816
Curb Ramp	20	EA	\$950.00	\$19,000
Alley Entrance	16	EA	\$6,500.00	\$104,000
Sidewalk	229701	SF	\$2.50	\$574,253

Street Name Sign	22	EA	\$450.00	\$9,900
One Way Sign		EA	\$550.00	
Stop Sign	13	EA	\$550.00	\$7,150
Local Street Light	8	EA	\$9,500.00	\$76,000
Collector Street Light	5	EA	\$9,500.00	\$47,500
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	9602	LF	\$14.50	\$139,229
Traffic Control		DAYS	\$2,550.00	
			Subtotal	\$2,115,160
Landscaping				
Sod (includes prep.)	12,269	SF	\$1.00	\$12,268.77
Native Seed Mix (includes prep.)	2,582	SF	\$0.45	\$1,161.87
Rock Mulch	10,923	SF	\$1.20	\$13,107.59
Wood Mulch	2,585	SF	\$0.75	\$1,938.53
Steel Edger	98	LF	\$3.50	\$343.00
2" Caliper Deciduous Trees	11	EA	\$525.00	\$5,775.00
2" Caliper Ornamental Tree	13	EA	\$400.00	\$5,200.00
6' Height Coniferous Tree	9	EA	\$650.00	\$5,850.00
5 Gal Shrubs	633	EA	\$50.00	\$31,650.00
1 Gal Perennials/ Annuals/ Grasses	613	EA	\$20.00	\$12,260.00
Landscape Boulder	30	EA	\$600.00	\$18,000.00
Site Features				
Three-Rail Wood Fence	86	LF	\$27.00	\$2,322.00
4' Masonry Columns	2	EA	\$1,800.00	\$3,600.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Bench	3	EA	\$2,000.00	\$6,000.00
Up-Lights	1	EA	\$700.00	\$700.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Charcoal Grill	2	EA	\$680.00	\$1,360.00
Pet Station	1	EA	\$680.00	\$680.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Playground Surfacing	1,473	SF	\$4.00	\$5,892.00
Boulder Retaining Wall	40	LF	\$200.00	\$8,000.00
Concrete Cornhole	4	EA	\$900.00	\$3,600.00
			Landscape Subtotal	\$250,008.76
Irrigation				
CL200 PVC Lateral - 1"	1237	Lf	\$3.05	\$3,774
CL200 PVC Lateral - 1.5"	278	Lf	\$3.53	\$980
CL200 PVC Lateral - 2"	137	Lf	\$4.30	\$587
CL200 PVC Lateral - 2.5"	51	Lf	\$5.17	\$261
CL200RT PVC Mainline 1-1/4"	10	Lf	\$3.78	\$38
CL200RT PVC Mainline 2"	48	Lf	\$7.25	\$346
CL200RT PVC Mainline 2.5"	60	Lf	\$8.65	\$522
CL200RT PVC Mainline 3"	139	Lf	\$10.00	\$1,389
CL200RT PVC Mainline 4"	104	Lf	\$15.00	\$1,561

Gate Valve Gasketed - 3"	1	Ea	\$398.00	\$287
Hunter I-25 ADS Rotor	3	Ea	\$119.00	\$365
Hunter I-20 6" PRB Rotor	3	Ea	\$87.00	\$267
Hunter I-20 12" PRB Rotor	9	Ea	\$126.00	\$1,186
Rain Bird - RD 6"w/ plstc mpr nozz	43	Ea	\$31.00	\$1,348
Rain Bird - RD 12" Pop w/Rotator Noz	20	Ea	\$57.00	\$1,121
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$393
Rain Bird PES-B -RD - 1.5" valve/decoder	2	Ea	\$331.00	\$705
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$471
Rain Bird 44LRC Quick Cplr	2	Ea	\$330.00	\$691
Two Wire Decoder cable	424	Lf	\$1.10	\$466
AWG Wire #14	79	Lf	\$0.25	\$20
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$451
Drip POS PC Emitters & Micro Tubing	325	Lf	\$2.57	\$835
Drip Blow-Out Box w/Operator	3	Ea	\$112.00	\$347
Hardie Dura-pol Tubing	779	Lf	\$0.85	\$662
CL160 PVC Sleeve 2"	114	Lf	\$17.00	\$1,932
CL160 PVC Sleeve 4"	35	Lf	\$21.00	\$727
CL160 PVC Sleeve 6"	39	Lf	\$27.00	\$1,042
CL160 PVC Sleeve 8"	21	Lf	\$42.00	\$864
2-Wire Surge Assembly	2	Ea	\$95.00	\$147
			Irrigation Subtotal	\$23,786
			All Subtotal	\$3,578,494
			15% Contingency	\$536,774
			Total	\$4,115,268



Matrix

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 3				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<u>Water</u>				
Bend - 8"	18	EA	\$350.00	\$6,300
Fire Hydrant Assembly	8	EA	\$2,550.00	\$20,400
Irrigation Service	1	EA	\$1,350.00	\$1,350
Tee - 8"x6" Swivel	8	EA	\$1,000.00	\$8,000
Tee - 8"	2	EA	\$1,000.00	\$2,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	8	EA	\$1,300.00	\$10,400
Gate Valve (8-inch)	15	EA	\$1,300.00	\$19,500
Water Main (8-inch PVC)	3495	LF	\$25.00	\$87,375
Water Main (6-inch DIP)	95	LF	\$32.00	\$3,040
Water Main Lowering	2	EA	\$2,500.00	\$5,000
Water Service (3/4" Type 'K' Copper)	77	EA	\$1,200.00	\$92,400
			Subtotal	\$261,565
<u>Sanitary</u>				
Manhole (4' Dia.)	22	EA	\$2,500.00	\$55,000
Sanitary Main (8" PVC)	390	LF	\$23.00	\$8,970
Sewer Service	76	EA	\$1,000.00	\$76,000
Plug	1	EA	\$500.00	\$500
			Subtotal	\$139,970
<u>Storm Sewer</u>				
Inlet (5-ft Type 'R')	1	EA	\$4,000.00	\$4,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Manhole (48" Dia.)	4	EA	\$3,000.00	\$12,000
Manhole (60" Dia.)	6	EA	\$3,750.00	\$22,500
Manhole (72" Dia.)	5	EA	\$4,750.00	\$23,750
Pipe (18" RCP)	59	LF	\$45.00	\$2,655
Pipe (24" RCP)	58	LF	\$52.00	\$3,016
Pipe (36" RCP)	591	LF	\$90.00	\$53,190
Pipe (54" RCP)	779	LF	\$135.00	\$105,165
Private Edge Drain	7055	LF	\$30.00	\$211,650
Flared End Section (24")	1	EA	\$300.00	\$300
			Subtotal	\$483,976
<u>Streets</u>				
Asphalt - 6"	12213	SY	\$22.00	\$268,686
Base Course - 10"	12213	SY	\$12.00	\$146,556
Concrete Pavement - 8"	6384	SY	\$72.00	\$459,648
Concrete Trail - 4"	26844	SF	\$3.00	\$80,532
Concrete Crossspan - 6"	2400	LF	\$11.00	\$26,400
Curb Ramp	19	EA	\$950.00	\$18,050
Alley Entrance	1	EA	\$6,500.00	\$6,500
Sidewalk	29934	SF	\$2.50	\$74,835
Street Name Sign	24	EA	\$450.00	\$10,800
One Way Sign		EA	\$550.00	
Stop Sign	11	EA	\$550.00	\$6,050

Local Street Light	4	EA	\$9,500.00	\$38,000
Collector Street Light	9	EA	\$9,500.00	\$85,500
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	7905	LF	\$14.50	\$114,623
Traffic Control		DAYS	\$2,550.00	
			Subtotal	\$1,336,180
Landscaping				
Sod (includes prep.)	6,940	SF	\$1.00	\$6,939.75
Native Seed Mix (includes prep.)	1,592	SF	\$0.45	\$716.24
Rock Mulch	4,935	SF	\$1.20	\$5,921.54
Wood Mulch	888	SF	\$0.75	\$666.20
2" Caliper Deciduous Trees	10	EA	\$525.00	\$5,250.00
2" Caliper Ornamental Tree	6	EA	\$400.00	\$2,400.00
6' Height Coniferous Tree	10	EA	\$650.00	\$6,500.00
5 Gal Shrubs	150	EA	\$50.00	\$7,500.00
1 Gal Perennials/ Annuals/ Grasses	147	EA	\$20.00	\$2,940.00
Landscape Boulder	15	EA	\$600.00	\$9,000.00
Site Features				
Three-Rail Wood Fence	434	LF	\$27.00	\$11,718.00
Bench	2	EA	\$2,000.00	\$4,000.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Pet Station	2	EA	\$680.00	\$1,360.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Bench	2	EA	\$3,500.00	\$7,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Log Balance Beam	1	EA	\$3,500.00	\$3,500.00
Mushroom Steppers	8	EA	\$900.00	\$7,200.00
Playground Surfacing	1,742	SF	\$4.00	\$6,968.00
Trail Stop Sign	1	EA	\$1,000.00	\$1,000.00
Trail Bench	2	EA	\$1,200.00	\$2,400.00
			Landscape Subtotal	\$200,679.74
Irrigation				
CL200 PVC Lateral - 1"	626	Lf	\$3.05	\$1,910
CL200 PVC Lateral - 1.5"	141	Lf	\$3.53	\$496
CL200 PVC Lateral - 2"	69	Lf	\$4.30	\$297
CL200 PVC Lateral - 2.5"	26	Lf	\$5.17	\$132
CL200RT PVC Mainline 1-1/4"	5	Lf	\$3.78	\$19
CL200RT PVC Mainline 2"	24	Lf	\$7.25	\$175
CL200RT PVC Mainline 2.5"	31	Lf	\$8.65	\$264
CL200RT PVC Mainline 3"	70	Lf	\$10.00	\$703
CL200RT PVC Mainline 4"	53	Lf	\$15.00	\$790
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$185
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$135
Hunter I-20 12" PRB Rotor	5	Ea	\$126.00	\$601
Rain Bird - RD 6"w/ plstc mpr nozz	22	Ea	\$31.00	\$682
Rain Bird - RD 12" Pop w/Rotator Noz	10	Ea	\$57.00	\$567

Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$199
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$357
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$238
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$350
Two Wire Decoder cable	215	Lf	\$1.10	\$236
AWG Wire #14	40	Lf	\$0.25	\$10
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$228
Drip POS PC Emitters & Micro Tubing	164	Lf	\$2.57	\$423
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$176
Hardie Dura-pol Tubing	394	Lf	\$0.85	\$335
CL160 PVC Sleeve 2"	58	Lf	\$17.00	\$978
CL160 PVC Sleeve 4"	18	Lf	\$21.00	\$368
CL160 PVC Sleeve 6"	20	Lf	\$27.00	\$528
CL160 PVC Sleeve 8"	10	Lf	\$42.00	\$437
2-Wire Surge Assembly	1	Ea	\$95.00	\$75
		Irrigation Subtotal		\$11,894.47
		All Subtotal		\$2,434,265
		15% Contingency		\$365,140
			Total	\$2,799,404


 **Matrix**

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 4				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
Water				
Bend - 8"	5	EA	\$350.00	\$1,750
Fire Hydrant Assembly	4	EA	\$2,550.00	\$10,200
Irrigation Service		EA	\$1,350.00	
Cross - 8"	1	EA	\$1,000.00	\$1,000
Tee - 8"x6" Swivel	4	EA	\$1,000.00	\$4,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	2	EA	\$1,300.00	\$2,600
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	4	EA	\$1,300.00	\$5,200
Gate Valve (8-inch)	14	EA	\$1,300.00	\$18,200
Water Main (8-inch PVC)	2875	LF	\$25.00	\$71,875
Water Main (6-inch DIP)	40	LF	\$32.00	\$1,280
Water Main Lowering	3	EA	\$2,500.00	\$7,500
Water Service (3/4" Type 'K' Copper)	56	EA	\$1,200.00	\$67,200
			Subtotal	\$198,305
Sanitary				
Manhole (4' Dia.)	23	EA	\$2,500.00	\$57,500
Sanitary Main (8" PVC)	2749	LF	\$23.00	\$63,227
Sewer Service	56	EA	\$1,000.00	\$56,000
Plug	2	EA	\$500.00	\$1,000
			Subtotal	\$176,727
Storm Sewer				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	2	EA	\$8,750.00	\$17,500
Inlet (20-ft Type 'R')	2	EA	\$11,500.00	\$23,000
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (72" Dia.)	3	EA	\$4,750.00	\$14,250
Manhole (Type 'B')	7	EA	\$6,000.00	\$42,000
Pipe (18" RCP)	148	LF	\$45.00	\$6,660
Pipe (24" RCP)	185	LF	\$52.00	\$9,620
Pipe (36" RCP)	203	LF	\$90.00	\$18,270
Pipe (48" RCP)	41	LF	\$120.00	\$4,920
Pipe (54" RCP)	330	LF	\$135.00	\$44,550
Pipe (60" RCP)	476	LF	\$150.00	\$71,400
Private Edge Drain	5160	LF	\$30.00	\$154,800
			Subtotal	\$459,970
Streets				
Asphalt - 6"	9812	SY	\$22.00	\$215,864
Base Course - 10"	9812	SY	\$12.00	\$117,744
Concrete Pavement - 8"	1034	SY	\$72.00	\$74,448
Concrete Crossspan - 6"	323	LF	\$11.00	\$3,553
Curb Ramp	17	EA	\$950.00	\$16,150
Alley Entrance	3	EA	\$6,500.00	\$19,500
Sidewalk	337033	SF	\$2.50	\$842,583

Street Name Sign	18	EA	\$450.00	\$8,100
One Way Sign	2	EA	\$550.00	\$1,100
Stop Sign	11	EA	\$550.00	\$6,050
Local Street Light	5	EA	\$9,500.00	\$47,500
Collector Street Light	2	EA	\$9,500.00	\$19,000
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	6140	LF	\$14.50	\$89,030
Traffic Control		DAYS	\$2,550.00	
			Subtotal	\$1,460,622
Landscaping				
Sod (includes prep.)	6,882	SF	\$1.00	\$6,881.77
Rock Mulch	4,366	SF	\$1.20	\$5,239.22
Crusher fines	6,015	SF	\$7.00	\$42,102.34
2" Caliper Deciduous Trees	14	EA	\$525.00	\$7,350.00
6' Height Coniferous Tree	3	EA	\$650.00	\$1,950.00
5 Gal Shrubs	113	EA	\$50.00	\$5,650.00
1 Gal Perennials/ Annuals/ Grasses	68	EA	\$20.00	\$1,360.00
Landscape Boulder	6	EA	\$600.00	\$3,600.00
			Landscape Subtotal	\$74,133.33
Irrigation				
CL200 PVC Lateral - 1"	753	Lf	\$3.05	\$2,297
CL200 PVC Lateral - 1.5"	169	Lf	\$3.53	\$597
CL200 PVC Lateral - 2"	83	Lf	\$4.30	\$358
CL200 PVC Lateral - 2.5"	31	Lf	\$5.17	\$159
CL200RT PVC Mainline 1-1/4"	6	Lf	\$3.78	\$23
CL200RT PVC Mainline 2"	29	Lf	\$7.25	\$211
CL200RT PVC Mainline 2.5"	37	Lf	\$8.65	\$318
CL200RT PVC Mainline 3"	85	Lf	\$10.00	\$845
CL200RT PVC Mainline 4"	63	Lf	\$15.00	\$950
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$222
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$162
Hunter I-20 12" PRB Rotor	6	Ea	\$126.00	\$722
Rain Bird - RD 6"w/ plstc mpr nozz	26	Ea	\$31.00	\$820
Rain Bird - RD 12" Pop w/Rotator Noz	12	Ea	\$57.00	\$682
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$240
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$429
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$287
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$420
Two Wire Decoder cable	258	Lf	\$1.10	\$284
AWG Wire #14	48	Lf	\$0.25	\$12
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$274
Drip POS PC Emitters & Micro Tubing	198	Lf	\$2.57	\$508
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$212
Hardie Dura-pol Tubing	474	Lf	\$0.85	\$403
CL160 PVC Sleeve 2"	69	Lf	\$17.00	\$1,176
CL160 PVC Sleeve 4"	21	Lf	\$21.00	\$443
CL160 PVC Sleeve 6"	23	Lf	\$27.00	\$634
CL160 PVC Sleeve 8"	13	Lf	\$42.00	\$526
2-Wire Surge Assembly	1	Ea	\$95.00	\$90
			Irrigation Subtotal	\$14,304


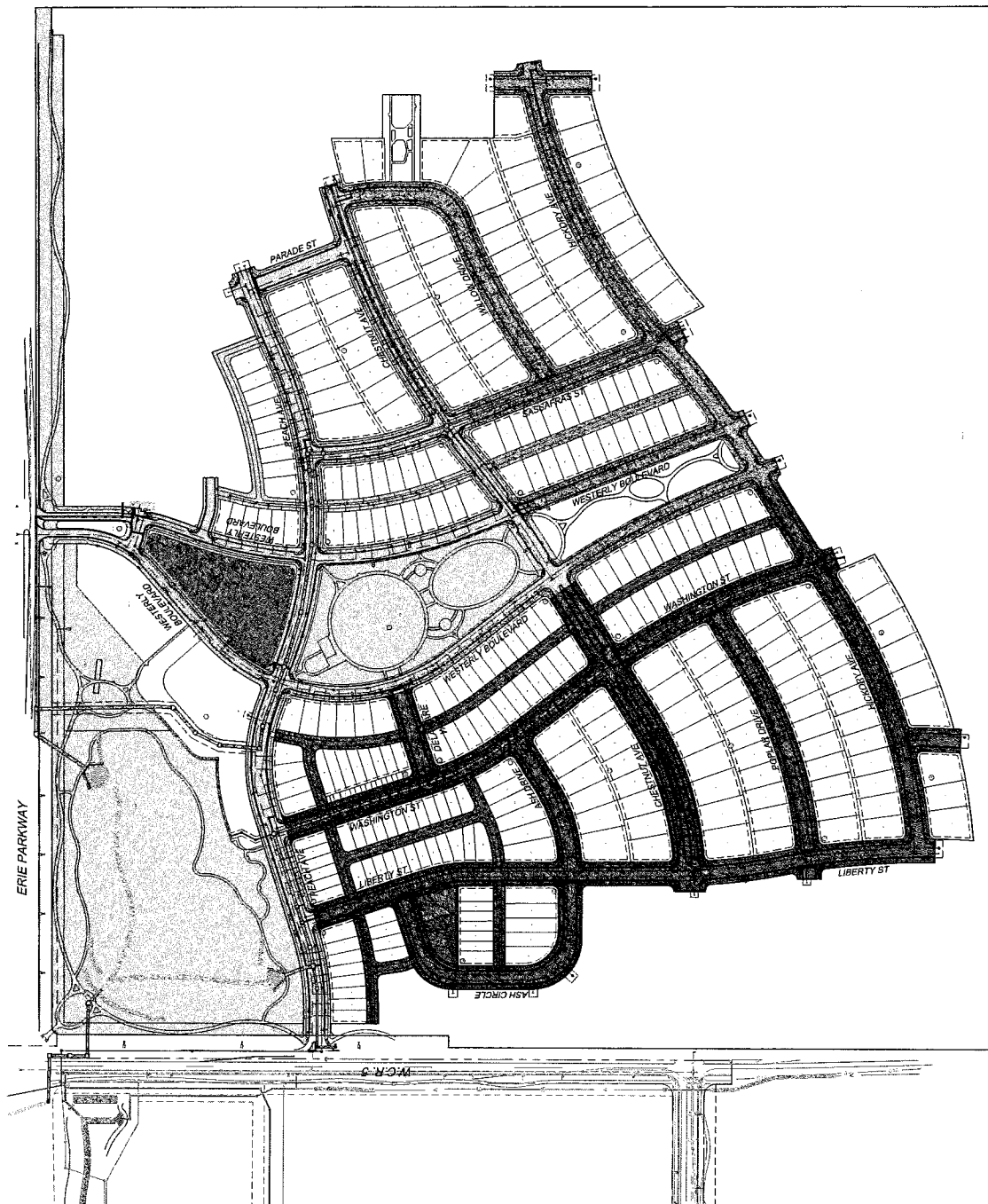
Tract Y Improvements (Separate from remainder of Phase 4)				
Native Restoration Services	26	AC	\$900.00	\$23,400.00
Native Seed Mix (includes prep.)	77,701	SF	\$0.45	\$34,965.66
Crusher fines	6,015	SF	\$7.00	\$42,102.34
Site Features				
Trail Bench	2	EA	\$1,500.00	\$3,000.00
Trail Stop Sign	1	EA	\$750.00	\$750
Curb Ramp	1	EA	\$950.00	\$950
Concrete Trail - 6"	29980	SF	\$9.00	\$269,820
			Tract Y Subtotal	\$374,988.00
			All Subtotal	\$2,759,049
			15% Contingency	\$413,857
			Total	\$3,172,906
 Matrix				

Exhibit C
Phasing Plan



PHASE 4 (70 LOTS)

1. ALL SANITARY SEWER AT PHASE BOUNDARY SHALL END AT A MANHOLE.
2. ALL WATER AT PHASE BOUNDARY SHALL HAVE A TEMPORARY BLOW-OFF INSTALLED IF A FIRE HYDRANT IS NOT WITHIN 10' OF THE END OF THE PIPE.
3. ALL STORM AT PHASE BOUNDARY SHALL END AT A MANHOLE.

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