

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: December 13, 2016

SUBJECT:	Agenda # 16-454: Consideration Of A Resolution By The Board of Trustees Of The Town Of Erie, Colorado Regarding The Lost Creek Farm Final Plat With Conditions; Accepting Dedications As Shown In The Lost Creek Farm Final Plat; Authorizing The Appropriate Town Official To Sign The Lost Creek Farm Development Agreement, Two Consent Agreements, And Grant Of Permanent Access And Utilities Easement Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of Dedications, Development Agreement, Two Consent Agreements, And Grant Of Permanent Access And Utilities Easement Agreement; And, Setting Forth Details In Relation Thereto.
CODE REVIEW:	Erie Municipal Code, Title 10
PURPOSE:	Public hearing of the Lost Creek Farm Final Plat; the acceptance of dedications on the Lost Creek Farm Final Plat; and, authorization of a Town official to sign the Lost Creek Farm Final Plat Development Agreement, two Consent Agreements for crossing the Lower Boulder Ditch with utilities, and a Grant of Permanent Access and Utilities Easement Agreement for a utility crossing of an adjacent property.
DEPARTMENT:	Community Development
PRESENTER:	Deborah Bachelder AICP, Senior Planner
STAFF RECOMMENDATION:	Approval with Conditions
PLANNING COMMISSION:	Approval with Conditions

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Representatives: McStain Neighborhoods
7100 Broadway Street Suite 5-H
Denver, CO 80221

Owners: G&S Development, LLLP
Pat Fisher
1326 Graham Circle
Erie, CO 80516

Location: The property is located on the northeast corner of County Line Road and Jay Road.



Existing Conditions:

Site Condition: Agricultural/Vacant Land with oil/gas facility
Property Size: 30.81 acres
Current Zoning: SR – Suburban Residential (minimum lot size 10,000 square feet)

Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	AG – Boulder County	Single Family
SOUTH	AG – Boulder County	Single Family
EAST	AG – Boulder County CC – Community Commercial (Tebo)	Single Family Single Family
WEST	AG – Boulder County	Agricultural & Single Family

Natural Areas Inventory/Ecological Site Assessment:

The Town of Erie Natural Areas Inventory identifies the Lower Boulder Ditch on the north end of the property. There are not any natural areas identified within the Lost Creek Farm property. The Lower Boulder Ditch is being preserved as an above ground

ditch on the property. The applicant will be providing fencing along the ditch and will be extending utilities to the north by going below the ditch.

Project History and Review Process (Previous Code):

The Lost Creek Farm property final plat application is unique in that it has been in the subdivision process for many years. The preliminary plat was approved in 2002 and, a final plat application was made in 2004; before the current Unified Development Code (UDC) was adopted. The final plat application before you is being reviewed under previous Municipal Code Title 11 Subdivision regulations with the requirement that the application meet the current oil and gas regulations in the UDC. Municipal Code Title 11 required a review by the Planning Commission and a public hearing with the Board of Trustees.

Due to the long history of this subdivision application, staff has provided a brief summary of the project history; along with the Resolutions that originally approved the Preliminary Plat and Amendments to the original Resolution. As well as the final plat meeting date and Resolution with the Planning Commission.

Chronological History:

February 2000

The Board of Trustees approved the annexation of property known as the Wiggett Annexation with Suburban Residential zoning. The Annexation Agreement limits the number of homes allowed in the subdivision to a maximum of 46 units.

February 2002

The Board of Trustees approved the Wiggett Preliminary Plat in Resolution 2002-05, with thirteen conditions on February 12, 2002. The preliminary plat included 46 single-family lots and a tot lot park site. The applicant represented, through the preliminary plat review and hearing process, that they would purchase the mineral rights and remove the existing gas well apparatus to accommodate the proposed residential lots; the approval was based on this representation.

February 2004

On February 2, 2004 a Final Plat application was received by the Town of Erie for the Lost Creek Farm Final Plat (previously Wiggett). During the staff review process the applicant decided to not remove the oil and gas well facilities as originally anticipated in the Preliminary Plat approval.

March 2005

On March 8, 2005, the applicant requested that they be allowed to work with staff to bring an amendment to Resolution 2002-05 before the Board of Trustees to allow the oil and gas well facilities to remain on the property.

July 2007

In July of 2007, the Board of Trustees approved an amendment to Resolution 2002-05 by adopting Resolution 07-92 that allowed the oil and gas well facilities to remain on the

property as long as the applicant met the current UDC oil and gas regulations; and, it also outlined final plat submittal requirements.

August 2007

The applicant made a resubmittal of the Final Plat application materials with the existing well site and pipe lines on the property.

February 2008

The Board of Trustees approved an amendment to the oil and gas setback requirements as set forth in Resolution 07-92 by adopting Resolution 08-30.

March 2013

The Planning Commission reviewed the Lost Creek Farms Final Plat application materials, as required under the previous Municipal Code Title 11 – Subdivision, and made recommendations to the Board of Trustees in Resolution P13-09. The applicant pulled the application from the Board of Trustees agenda in 2013.

December 2016

The Board of Trustees scheduled for a public hearing of the Lost Creek Farms Final Plat application materials, as required under the previous Municipal Code Title 11 – Subdivision. Revisions made to the Final Plat materials after the Planning Commission review in 2013 are minor in nature (utility changes, road alignments, landscaping changes, etc.) and did not change the number of lots and general layout of the subdivision.

Proposed Final Plat:

The Lost Creek Farm Final Plat consists of 42 single-family lots, a tot lot and an existing oil/gas well site.

Development Information:

- | | |
|---------------------------------|-----------------------------|
| • Preliminary Plat Size: | 30.81 acres |
| • Number of Residential Lots: | 42 single family lots |
| • Minimum Lot Size (SR Zoning): | 10,000 square feet |
| • Gross Density: | 1.4 dwelling units per acre |
| • Number of Tracts: | 11 tracts |

Roadways:

The subdivision has two road access points from existing roads; one from County Line Road and one from Jasper Road. Additionally, the applicant is provide a future street connection point to the property to the west. When that property develops, the adjacent property will be able to connect to the Lost Creek Farm neighborhood.

Adjacent property access:

The subdivision is immediately adjacent to three single family properties that currently have driveways that access directly onto County Line Road. The Town requested that the applicant provide access easements for the future option of driveway relocation for those adjacent properties. County Line Road is an arterial road and it may be a benefit

to those properties in the future to have alternative access locations to safely access their properties. No current improvements are anticipated in relation to the dedicated easements.

Parks, Open Space and Trails:

Dedication Requirements:

The applicant has met the dedication requirements under the previous land use code requirements and the 1997 Parks, Recreation, Trails and Open Space Master Plan. The applicant is providing a tot lot.

Pedestrian Trails:

The Town constructed a pedestrian trail connection from the intersection of County Line Road and Jay Road through the Lost Creek Farm property, onto the property to the west of Lost Creek Farm and, finally connecting into the Erie Village trail system to the north. The applicant will retain the trail through Lost Creek Farm and the Town will continue to provide maintenance responsibility on this Spine Trail. The applicant will provide a second trail connection from the end of the cul-de-sac at the northwest corner of the subdivision.

Open Space:

There is not an open space dedication requirement under the previous Code; the applicant is not dedicating open space within the subdivision.

Oil/Gas Facilities:

The applicant has an executed Surface Use Agreement (SUA) with the mineral rights holder. The well facilities are existing facilities; the easements and setbacks are indicated on the Final Plat. The applicant shall meet all of the SUA requirements and Town requirements for any improvements to the well facilities.

Lower Boulder Ditch:

The Lower Boulder Ditch is being preserved as an above ground ditch on the north end of the property. The applicant will be providing fencing along the ditch and will be extending utilities to the north by going below the ditch. The draft Final Plat Resolution includes an authorization for the Town to sign the two utility crossing agreements for the ditch.

Off Site Utilities:

The applicant will be routing utility extensions to the north of the Lost Creek Farm Subdivision, across the adjacent property to the north. The draft Final Plat Resolution includes an authorization for the Town to sign the off-site utility easement for the extension of the public utilities.

Approval Criteria

The Lost Creek Farm Final Plat is being reviewed under the Town's previous Municipal Code title 11 Subdivision Regulations. Title 11 did not have approval criteria to be used to evaluate the final plat application.

Public Notice

Notice of this Public Hearing has been provided as follows:

Published in the Colorado Hometown Weekly:	November 23, 2016
Property Posted:	November 22, 2016
Letters to adjacent property owners within 300':	November 28, 2016

RESOLUTION NO. 16-____

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE LOST CREEK FARM FINAL PLAT WITH CONDITIONS; ACCEPTING DEDICATIONS AS SHOWN IN THE LOST CREEK FARM FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE LOST CREEK FARM DEVELOPMENT AGREEMENT, TWO CONSENT AGREEMENTS, AND GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF DEDICATIONS, DEVELOPMENT AGREEMENT, TWO CONSENT AGREEMENTS, AND GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, following a public hearing on December 13, 2016, legally noticed and duly held, the Board of Trustees of the Town of Erie, Colorado, considered the Final Plat application for the Lost Creek Farm Subdivision; the acceptance of the dedications on the Final Plat; the Lost Creek Farm Development Agreement; two Consent Agreements; and a Grant Of Permanent Access And Utilities Easement Agreement all pursuant to the application of G&S Development, LLLP, Pat Fisher, 1326 Graham Circle, Erie, Colorado ("Owners"), for the Lost Creek Farm Final Plat, Town of Erie, County of Boulder, State of Colorado; and,

WHEREAS, The review and approval of the Lost Creek Farm Subdivision and Final Plat fall under the code requirements of the Town of Erie's previous subdivision code, which were codified at "*Title 11, Subdivision Regulations of the Town of Erie, Colorado, Revised 1995 Edition*"; and,

WHEREAS, The Board of Trustees of the Town of Erie finds the applicant's Final Plat application and supporting documents are in substantial compliance with the "*Title 11, Subdivision Regulations of the Town of Erie, Colorado, Revised 1995 Edition*"; and,

WHEREAS, the Board of Trustees of the Town of Erie finds that the Final Plat as proposed shall be subject to conditions that will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the dedications on the Lost Creek Farm Final Plat; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Lost Creek Farm Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to authorize the appropriate Town official to sign the 2 Consent Agreements for utility crossings of the Lower Boulder Ditch; and, the Grant of Permanent Access and Utilities Easement Agreement for utility crossings on an adjacent property.

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

Section 1. Following a public hearing on December 13, 2016, legally noticed and duly held, the Board of Trustees of the Town of Erie finds the following: the applicant's Final Plat

application and supporting documents are in substantial compliance with the "*Title 11, Subdivision Regulations of the Town of Erie, Colorado, Revised 1995 Edition.*"

Section 2. The Lost Creek Farm Final Plat is hereby approved by the Board of Trustees of the Town of Erie subject to the following conditions that will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado:

1. Before the Final Plat and Development Agreement is signed by the Town and recorded with the County, the applicant shall supply current title work confirming ownership of the property. The Final Plat and Development Agreement shall be signed by the owner and any lien holders.
2. Before the Final Plat is signed by the Town and recorded with the County, the New Lower Boulder Reservoir & Ditch Company shall sign the Acceptance Certificate on the Final Plat.
3. Before the Final Plat is signed by the Town and recorded with the County, the Homeowners Association shall sign the Acceptance Certificate on the Final Plat.
4. Construction Plans shall be submitted and approved by the Town before building permits are issued.

Section 3. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth in the Lost Creek Farm Final Plat.

Section 4. The Board of Trustees of the Town of Erie hereby approves the Lost Creek Farm Development Agreement for the Lost Creek Farm Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

Section 5. The Board of Trustees of the Town of Erie hereby authorizes the appropriate Town Official to sign the 2 Consent Agreements for utility crossings of the Lower Boulder Ditch; and, the Grant of Permanent Access and Utilities Easement Agreement for utility crossings on an adjacent property.

INTRODUCED, READ, SIGNED AND APPROVED this 13th day of December, 2016.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

Lost Creek Farm Subdivision DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as "Erie" or "Town," and **LCF1, LLC, a Colorado limited liability company**, 7100 North Broadway, Suite 5-H, Denver, Colorado, 80221, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for the Lost Creek Farm subdivision ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Erie; and

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

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

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

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

I. TOWN ADMINISTRATIVE OFFICIAL

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

II. DEVELOPMENT OBLIGATION AND COORDINATION

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

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Special Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall

be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

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

A. Construction Standards

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

B. Engineering and Consulting Services

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

C. Plan Submission and Acceptance

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

D. Public Improvement Permits (“PIP”)

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

E. Testing and Inspection

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

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

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

F. Rights-of-way, Easements and Permits

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

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

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

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

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

H. Sidewalk Improvements

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

I. Street Signs, Traffic Signs, and Striping

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

J. Street Lights

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

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance

with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

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

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie “Grading and Stormwater Quality Permit” per Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

N. Landscape Improvements

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

O. Utility Coordination and Installation

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

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after improvements are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of improvements, Erie may conduct the

inspection without the approval of Owner. Owner shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate residential phase or commercial phase improvements as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If improvements completed by Owner are satisfactory, the Town Administrative Official shall grant “construction acceptance”, which shall be subject to “final acceptance” as set forth herein. If improvements are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive “construction acceptance”. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if construction acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections. No “Certificate of Occupancy” will be issued by Erie prior to Construction Acceptance.

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

B. Maintenance of Improvements

1. Warranty

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

2. Maintenance of Improvements

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

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of “construction acceptance”, or as soon thereafter as weather permits, Owner shall request a “final acceptance” inspection in writing. The request shall be made to the Town Administrative

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

D. Reimbursement to Erie

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

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

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

B. Improvement Guarantee

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

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

improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all public improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of public and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon "substantial completion construction acceptance" of the public improvements in each phase through "final acceptance": 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon "substantial completion construction acceptance" of common facilities: 0%.
 - d) After Final Acceptance of Public Facilities: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

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

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the

provisions of Section VIII.B of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

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

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

C. Phasing

The Development shall be constructed in one phase.

VII. OVERSIZING AND REIMBURSEMENT

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

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

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

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

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

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

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

B. Operation of Construction Equipment

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

IX. SPECIAL PROVISIONS

A. Transportation

1. County Line Road and Jay Road

Owner shall make a fee in lieu payment in the amount of \$226,578.87 for left turn lane road improvements from County Line Road to Delechant Drive. Fee in-lieu payment shall be made concurrent with the recordation of the final plat.

In the event the Owner notifies the Town in writing and elects to construct the left turn lane described herein, Town shall treat said fee in-lieu payment as an Improvement Guarantee per Section VI.B of this Agreement. Release of the Improvement Guarantee shall per Section VI.B of this Agreement.

2. Vertical Curb

Vertical Curb shall be constructed on the streets indicated on "Exhibit E;" all other streets shall be constructed with roll-over curb.

3. Delechant Drive

Owner shall provide a pavement design for Delechant Drive to support the weight load requirements of the vehicles accessing the oil and gas well facility.

B. Phasing Map (“Exhibit D”)

The Development shall be constructed in one phase. All streets within the Development shall be installed and paved prior to the Town issuing a building permit.

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

1. Owner shall be responsible for the installation and construction of landscaping, sidewalks, trails and pocket park improvements within Tracts A through K in accordance with Town Standards and the approved landscape plan.
2. The pocket park improvements on Tract E shall be substantially complete prior to the issuance of the twenty-first (28th) building permit within the Development.
3. Owner shall be responsible for repair and/or replacement of the existing Spine Trail if disturbed during construction on the Property.
4. The Town is due cost recovery in the amount of \$69,363.27 for the existing Spine Trail constructed within Tract A. The reimbursement is outlined in “Exhibit C.”
5. No building permits shall be issued for Block 2, Lots 12, 13 and 14 until the Town determines that the installation of the pocket park improvements on Tract E, are substantially complete. Owner may construct model homes on these lots provided that no Certificate of Occupancy may be issued until the pocket park improvements are substantially complete.
6. No building permits shall be issued for Block 3, Lots 1 through 10 until the fence along the Lower Boulder Ditch has been installed.

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

1. Tracts A
The Lost Creek Farm Homeowners Association (“HOA”) shall be responsible for the on-going maintenance to the landscaping within Tract A; and Erie shall be responsible for maintaining the Spine Trail within Tract A, as shown on “Exhibit F.”
2. Tracts B through I and K
The HOA shall be responsible for the ongoing maintenance of Tracts B through I and K as shown on “Exhibit F.”

3. Tract J
The New Consolidated Lower Boulder Reservoir and Ditch Company (“Ditch Company”) shall be responsible for maintaining Tract J as shown of “Exhibit F” and as provided for on the Lost Creek Farm Final Plat.
4. The HOA shall be responsible for maintenance of the median located within Delechant Drive.

E. Improvements to Private Tracts

1. Owner shall provide cash or a Letter of Credit for improvements to be located on Tracts A through K. Upon Town acceptance of the installation of the improvements per the approved construction plans, the cash or Letter of Credit shall be released.
2. Tract C has dedicated access and utility easements to serve the property abutting this tract to the east.
3. Tract G has a dedicated access easement from Delechant Drive to serve the property abutting this tract to the north.
4. Tract H has a dedicated access easement from Delechant Drive to serve the property abutting this tract to the south.

F. Maintenance of Vacant Lots

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

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 10 of the Code.

H. Utilities.

1. Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.
2. Owner shall be responsible for burying the existing overhead power lines contiguous to the Property along Jay Road.

I. Drainage Improvements

1. Drainage improvements shall be constructed to meet Urban Drainage and Flood Control District design standards.
2. The HOA shall be responsible for maintenance and inspection of the drainage facility on Tract H.

J. Water

1. Owner hereby agrees to be bound by all water requirements pursuant to Erie's Municipal Code. Owner shall be responsible for the installation and costs associated with the irrigation system, including water tap(s) and raw water dedication fees, for all irrigated areas as shown on the approved landscape plans prior to the installation of landscaping.

K. Sanitary Sewer

1. West Side Interceptor
The Town is due cost recovery at a rate of \$200.00 for each Single Family Equivalent ("SFE"). The reimbursement is outlined in "Exhibit C."
2. NWRF Interceptor
The Town is due cost recovery at a rate of \$410.00 for each SFE. The reimbursement is outlined in "Exhibit C."

L. Oil & Gas Well Facility

1. Owner shall improve the oil and gas well facility access road from the Delechant Drive drive cut a minimum distance of 200 feet on the access road. The access road, including the drive cut, shall be improved as a hard surface (concrete or asphalt) for the first 100 feet from the back of sidewalk and then be improved as a crushed surface (concrete or asphalt) for 100 feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities.
2. Owner may construct a gate or other access controls to restrict access into the oil and gas well facility. Owner shall seek approval of said access controls with the operator of the oil and gas well facility.

M. Disclosure Statements

1. The Oil and Gas Well Disclosure statement ("Exhibit G") shall be signed by a potential homeowner with the execution of the sales contract for the property.
2. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit H") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Plat for the Lost Creek Farm subdivision constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not owned by Owner and not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Owner warrants that it has not previously transferred said ground water rights to any other party. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

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

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

D. Insurance and Safety

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

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers,

employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to “final acceptance” by Erie of the construction work. Owner acknowledges that Erie’s review and acceptance of plans for development of the Development is done in furtherance of the general public’s health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

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

G. Binding Effect of Agreement

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

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor’s written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie’s consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner’s successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie’s bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

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

J. Addresses for Notice

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

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, Colorado 80516-0750

Owner:

LCF1, LLC
Attn: David Ware
7100 North Broadway, Suite 5-H
Denver, Colorado, 80221

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

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

K. Force Majeure

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

L. Approvals

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

M. Previous Agreements

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

N. Title and Authority

Owner warrants to Erie that **LCF1, LLC** is the record owner for the property within the Development. The undersigned further warrant to have full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any

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

P. Legal Fees; Venue

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

Q. Agreement Status After Final Acceptance

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

R. Enforceability

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

[SIGNATURES ON FOLLOWING PAGE]

TOWN
TOWN OF ERIE:

18

EXHIBITS LIST

EXHIBIT A – LOST CREEK FARM FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

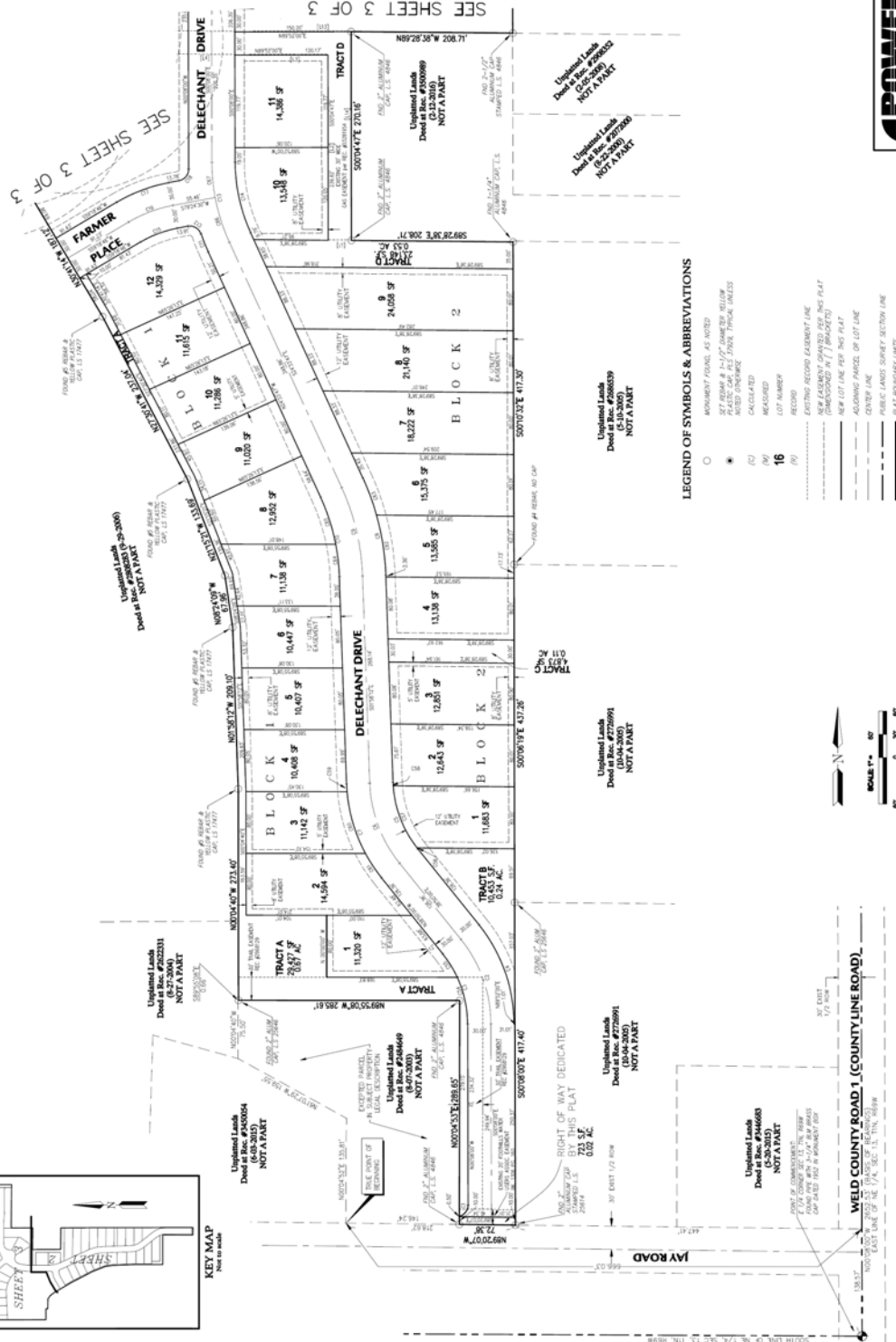
EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS DISCLOSURE

EXHIBIT H – METROPOLITAN DISTRICT DISCLOSURE

A PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
30.81 ACRES - 42 LOTS - 11 TRACTS
FINAL PLAT PP-07-003

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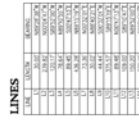
POWER
Surveying Company, Inc.
Established 1988

100 E. 64TH AVENUE
TREMONTON, CT 06069-0001

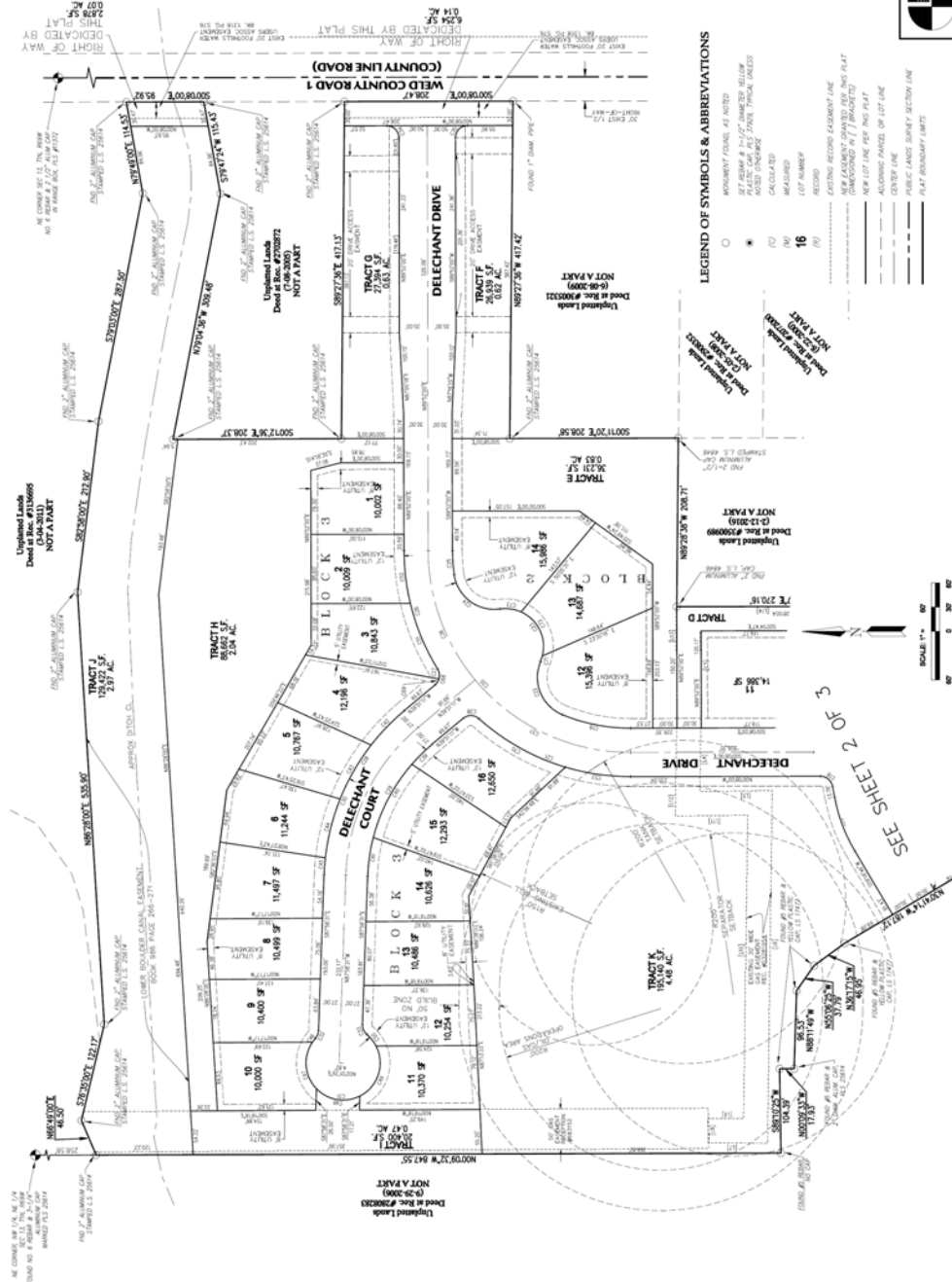
TEL: 860-769-1871
FAX: 860-769-1888

Sheet 2 of 3

A PORTION OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
30.81 ACRES - 42 LOTS - 11 TRACTS
FINAL PLAT PP-07-003

[illegible]

CURVES	0.04		0.05		0.06		0.07		0.08		0.09		0.10		0.11		0.12		0.13		0.14		0.15		0.16		0.17		0.18		0.19		0.20		0.21		0.22		0.23		0.24		0.25		0.26		0.27		0.28		0.29		0.30		0.31		0.32		0.33		0.34		0.35		0.36		0.37		0.38		0.39		0.40		0.41		0.42		0.43		0.44		0.45		0.46		0.47		0.48		0.49		0.50		0.51		0.52		0.53		0.54		0.55		0.56		0.57		0.58		0.59		0.60		0.61		0.62		0.63		0.64		0.65		0.66		0.67		0.68		0.69		0.70		0.71		0.72		0.73		0.74		0.75		0.76		0.77		0.78		0.79		0.80		0.81		0.82		0.83		0.84		0.85		0.86		0.87		0.88		0.89		0.90		0.91		0.92		0.93		0.94		0.95		0.96		0.97		0.98		0.99		1.00	
	0.04	0.05	0.06	0.07	0.08	0.09	0.10	0.11	0.12	0.13	0.14	0.15	0.16	0.17	0.18	0.19	0.20	0.21	0.22	0.23	0.24	0.25	0.26	0.27	0.28	0.29	0.30	0.31	0.32	0.33	0.34	0.35	0.36	0.37	0.38	0.39	0.40	0.41	0.42	0.43	0.44	0.45	0.46	0.47	0.48	0.49	0.50	0.51	0.52	0.53	0.54	0.55	0.56	0.57	0.58	0.59	0.60	0.61	0.62	0.63	0.64	0.65	0.66	0.67	0.68	0.69	0.70	0.71	0.72	0.73	0.74	0.75	0.76	0.77	0.78	0.79	0.80	0.81	0.82	0.83	0.84	0.85	0.86	0.87	0.88	0.89	0.90	0.91	0.92	0.93	0.94	0.95	0.96	0.97	0.98	0.99	1.00																																																																																																	



POWER
Surveying Company, Inc.
Established 1948
P.O. Box 980
Rock Hill, SC 29730
Tel. 803/962-9800
Fax 803/962-9801
www.powerco.com

Sheet 3 of 3

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE



EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

Project: Lost Creek Farm
 Prepared For: McStain Neighborhoods
 Prepared By: Park Engineering

Date: 11/11/2016

SUMMARY

Description	Phase 1 - On-Site, Including Common	Phase 2 - Off-Site Sanitary	Phase 3 - Off-Site Water	Total	Comments
No. of Lots	42	0	0	42	
Single Family	42	0	0	42	
Area (Acres)	30.81	0.22	0	31.03	
Grading	\$ 102,254	\$ 1,387	\$ 1,000	\$ 104,641	
Streets	\$ 991,455	\$ -	\$ 62,100	\$ 1,053,555	
Sanitary	\$ 148,941	\$ 73,726	\$ -	\$ 222,667	
Water	\$ 197,685	\$ -	\$ 53,411	\$ 251,096	
Storm	\$ 291,218	\$ -	\$ -	\$ 291,218	
Landscaping	\$ 597,880	\$ 1,152	\$ -	\$ 599,032	
Total	\$ 2,329,432	\$ 76,265	\$ 116,511	\$ 2,522,208	
15% of Total	\$ 349,415	\$ 11,440	\$ 17,477	\$ 378,331	
Required Improvement Guarantee at 115%	\$ 2,678,847	\$ 87,705	\$ 133,988	\$ 2,900,540	
Cost/Lot	\$ 63,782			\$ 69,060	

Notes & Assumptions:

- 1) Estimate based upon Final Lost Creek Farm Construction Plans prepared by Park Engineering & Landscape Plans prepared by Ripely Design
- 2) Refer to Phasing Map for street locations and limits of each phase

Project: Lost Creek Farms
 Date: 11/11/2016

Client: McStain Neighborhoods
 Prepared By: Park Engineering Consultants

Phase 1 On-Site, including Common

Grading

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	1	LS	\$ 20,000.00	\$ 20,000	
Earth Work Volume	36,127	CY	\$ 2.00	\$ 72,254	
Erosion & Sediment Control	1	LS	\$ 10,000.00	\$ 10,000	
Grading Subtotal				\$ 102,254	

Streets

Description	Quantity	Unit	Unit Cost	Item Cost	Description
5" Concrete Walk	6,748	LF	\$ 15.00	\$ 101,220	
Walk Subgrade Prep	6,748	LF	\$ 3.00	\$ 20,244	
Vertical Curb & Gutter	272	LF	\$ 11.00	\$ 2,992	
Mountable Curb & Gutter	6,740	LF	\$ 12.00	\$ 80,880	
Curb Subgrade Prep	7,012	LF	\$ 3.00	\$ 21,036	
Curb Underdrain	6,900	LF	\$ 10.00	\$ 69,000	
Asphalt Paving	160,045	SY	\$ 3.63	\$ 580,964	Assumed 5" Ave. HBP
Asphalt Paving - Subgrade	12,515	SY	\$ 2.55	\$ 31,913	
Handicap Ramps	14	EA	\$ 1,100.00	\$ 15,400	
Concrete Cross Pan	2,292	SF	\$ 9.95	\$ 22,805	
Signage & Striping	1	LS	\$ 12,000.00	\$ 12,000	
Steel Lights	11	EA	\$ 3,000.00	\$ 33,000	
Streets Subtotal				\$ 991,455	

Sanitary

Description	Quantity	Unit	Unit Cost	Item Cost	Description
8" PVC Main	2,981	LF	\$ 34.00	\$ 101,354	
4" Manholes	19	EA	\$ 1,600.00	\$ 31,540	
Connect to Existing	1	LS	\$ 3,197.00	\$ 3,197	
4" Sewer Service Connection	42	EA	\$ 300.00	\$ 12,600	
8" Plug	1	EA	\$ 250.00	\$ 250	
Sanitary Subtotal				\$ 148,941	

Water

Description	Quantity	Unit	Unit Cost	Item Cost	Description
8" Water Main	3,512	LF	\$ 30.00	\$ 105,360	
8" Valve & Box	15	EA	\$ 1,725.00	\$ 25,875	
8" Horizontal Bend	16	EA	\$ 440.00	\$ 7,040	
8" X 8" MJ Tee	3	EA	\$ 706.00	\$ 2,118	
Fire Hydrant Assembly including 6" tie-in	7	EA	\$ 4,765.00	\$ 33,495	
Connect to Existing	1	EA	\$ 3,197.00	\$ 3,197	
3/4" Water Service	42	EA	\$ 300.00	\$ 12,600	
1.5" Irrigation Service	1	EA	\$ 8,000.00	\$ 8,000	
Water Subtotal				\$ 197,685	

Storm Sewer

Description	Quantity	Unit	Unit Cost	Item Cost	Description
12" CMP	65	LF	\$ 38.00	\$ 2,470	Includes FES
18" RCP	371	LF	\$ 46.00	\$ 17,066	
24" RCP	255	LF	\$ 66.00	\$ 16,830	
30" RCP	274	LF	\$ 80.00	\$ 21,920	
42" RCP	160	LF	\$ 126.00	\$ 20,160	
24" FES	1	EA	\$ 3,489.00	\$ 3,489	
42" FES	1	EA	\$ 4,634.00	\$ 4,634	
4" Manhole	5	EA	\$ 1,860.00	\$ 9,300	
6" Manhole	1	EA	\$ 2,290.00	\$ 2,290	
5' Type R Inlet	2	EA	\$ 3,755.00	\$ 7,510	
10' Type R Inlet	3	EA	\$ 5,840.00	\$ 17,520	
15' Type R Inlet	2	EA	\$ 7,925.00	\$ 15,850	
Type M Rip Rap	3,675	SF	\$ 7.00	\$ 25,725	
4" Solid Pipe SCH 40 PVC	100	LF	\$ 4.50	\$ 450	
Permanent Concrete Pond Bottom	1,975	SF	\$ 6.85	\$ 13,529	
3' Trickle Channel	469	SF	\$ 4.57	\$ 2,143	
Concrete Spill Way	5,374	SF	\$ 5.71	\$ 30,696	
10" SDR 35 PVC	39	LF	\$ 50.00	\$ 1,950	
6" CS90 PVC Discharge	60	LF	\$ 26.00	\$ 1,560	
6" GTV Concrete Encased to Lift Station	1	EA	\$ 1,695.00	\$ 1,695	
NDS Gate w/drop for 10" PVC at LS	1	EA	\$ 450.00	\$ 450	
6' DIA Wet Well w/Alum. Cover	1	EA	\$ 12,000.00	\$ 12,000	
Lift Station & Appurtenances	1	EA	\$ 52,865.00	\$ 52,865	
Emergency Spillway (include toe wall)	1,521	SF	\$ 6.00	\$ 9,126	
Storm Sewer Subtotal				\$ 251,218	

Landscaping

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Plant Material	1	LS	\$ 55,108.00	\$ 55,108	Includes FES
Steel Edging	1,060	LF	\$ 7.15	\$ 11,869	
Wood Mulch	25,000	SF	\$ 0.95	\$ 23,750	
Cobble	2,100	SF	\$ 1.10	\$ 2,310	
Soil Prep	287,100	SF	\$ 0.14	\$ 40,194	

Irrigation	1	LS	\$ 115,459.00	\$ 115,459	
Open Turf Sod	16,000	SF	\$ 0.49	\$ 7,840	Sod
RTF Tall Fescue	39,500	SF	\$ 0.76	\$ 30,020	Sod
Dry Seed Mix	220,000	SF	\$ 0.12	\$ 26,400	Temp Irr.
Boulders - Play area	1	EA	\$ 2,500.00	\$ 2,500	
Display Garden	4	EA	\$ 1,500.00	\$ 6,000	
Open Rail Fence	5,280	LF	\$ 17.50	\$ 92,400	Abutting tracts H & J
Iron Fencing	880	LF	\$ 45.00	\$ 39,600	
Mail Box - CBU	2	LF	\$ 3,750.00	\$ 7,500	
Mail Box Arbor	1	SF	\$ 2,500.00	\$ 2,500	
Monument Sign - Main Entry	1	LF	\$ 75,000.00	\$ 75,000	
Monument Sign - Jay Rd	1	LF	\$ 10,000.00	\$ 10,000	
Park Sign	1	EA	\$ 3,000.00	\$ 3,000	
Trash Recepticals	2	EA	\$ 985.00	\$ 1,970	
Bench	4	EA	\$ 2,500.00	\$ 10,000	
Bike Rack	2	EA	\$ 1,090.00	\$ 2,180	
BBQ Grill	2	EA	\$ 625.00	\$ 1,250	
Dog Waste Station	1	EA	\$ 300.00	\$ 300	
Picnic Tables	4	EA	\$ 2,432.50	\$ 9,730	
20' X 25' Park Shelter	1	EA	\$ 21,000.00	\$ 21,000	
Landscaping Subtotal				\$ 597,880	
Total Phase 1 Cost				\$ 2,329,432	

Project: Lost Creek Farms
Date: 11/11/2016

Client: McStain Neighborhoods
Prepared By: Park Engineering Consultants

Phase 2 Off-Site Sanitary

Grading

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	0	LS	\$ -	\$ -	
Earth Work Volume	180	CY	\$ 2.15	\$ 387	
Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000	
Grading Subtotal				\$ 1,387	

Sanitary

Description	Quantity	Unit	Unit Cost	Item Cost	Description
8" PVC Main	713	LF	\$ 32.00	\$ 22,816	
4' Manholes	2	EA	\$ 1,660.00	\$ 3,320	
5' Manhole	1	EA	\$ 2,290.00	\$ 2,290	Connection to Existing
4" Sewer Service Connection	1	EA	\$ 300.00	\$ 300	
20" Casing Under Ditch	100	LF	\$ 450.00	\$ 45,000	Bore
Sanitary Subtotal				\$ 73,726	

Landscaping

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Dry Seed Mix	9,600	SF	\$ 0.12	\$ 1,152	
Landscaping Subtotal				\$ 1,152	
Total Phase 2 Cost				\$ 75,265	

Project: Lost Creek Farms
 Date: 11/11/2016

Client: McStain Neighborhoods
 Prepared By: Park Engineering Consultants

Phase 2 Off-Site Water

Grading

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Mobilization	0	LS	\$ -	\$ -	
Earth Work Volume	0	CY	\$ -	\$ -	
Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000	
Grading Subtotal				\$ 1,000	

Streets

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Traffic Control	10	DAY	\$ 1,200.00	\$ 12,000	
Asphalt Patching	335	SY	\$ 80.00	\$ 26,800	
Repair Roadway - Overlay	650	SY	\$ 25.00	\$ 16,250	
Restripe - White	475	LF	\$ 5.00	\$ 2,375	
Restripe - Yellow	935	LF	\$ 5.00	\$ 4,675	
Streets Subtotal				\$ 62,100	

Water

Description	Quantity	Unit	Unit Cost	Item Cost	Description
Jay Rd - Tie into 12" WaterLine	1	EA	\$ 5,200.00	\$ 5,200	
Jay Rd - 12" WaterLine	446	LF	\$ 68.00	\$ 30,328	
12" Gate Valve	2	EA	\$ 3,297.00	\$ 6,594	
Tee 12" X 8"	1	EA	\$ 1,132.00	\$ 1,132	
8" Valve & Box	1	EA	\$ 1,725.00	\$ 1,725	
Cut in 12" X 8" Tee	1	EA	\$ 6,332.00	\$ 6,332	
8" C900 DR14 PVC Water Main	70	LF	\$ 30.00	\$ 2,100	
Water Subtotal				\$ 53,411	

Total Phase 3 Cost \$ 116,511

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner: None

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, Eight-Thousand Four Hundred & No/100 Dollars (\$ 8,400.00) as reimbursement for 42 lots (\$ 200.00 per lot) within the Lost Creek Farm subdivision connecting to the West Side Sanitary Sewer Interceptor line that the Town constructed.
2. The Town shall collect from Owner, prior to recordation of this Agreement, Sixty-Nine Thousand Three Hundred Sixty-Three & 27/100 Dollars (\$69,363.27) as reimbursement for the Spine Trail within Tract A that the Town constructed.
3. The Town shall collect from Owner, prior to recordation of this Agreement, Seventeen Thousand Two Hundred Twenty & No/100 Dollars (\$17,220.00) as reimbursement for 42 lots (\$410.00 per lot) within the Lost Creek Farm subdivision connecting to the NWRP Interceptor line that the Town constructed.

Reimbursements due Others: None

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

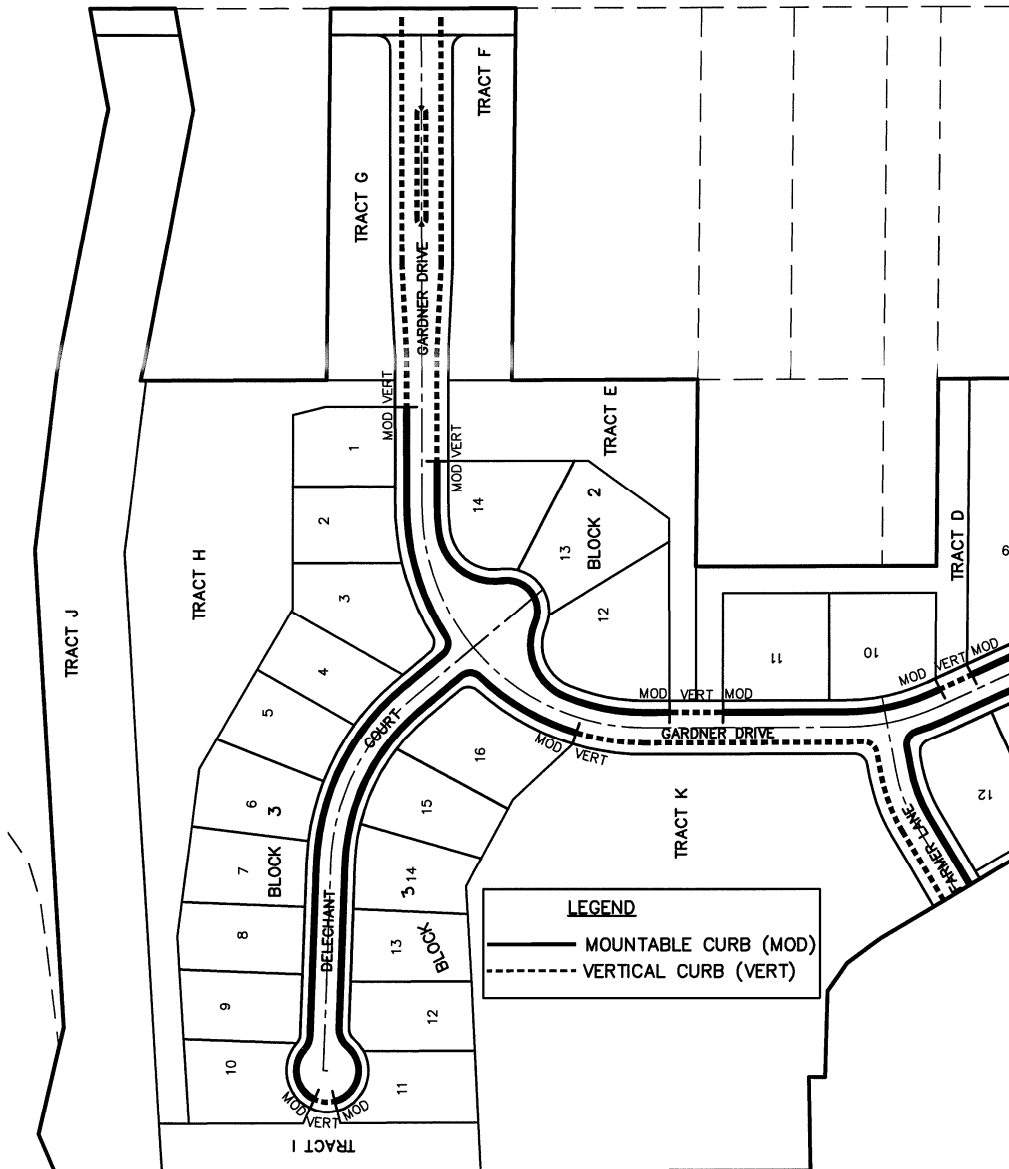
EXHIBIT E

VERTICAL CURB LOCATION MAP

LOST CREEK FARM
CURB AND GUTTER PLAN

SHEET 1 OF 2

WELD COUNTY ROAD 1 (COUNTY LINE ROAD)

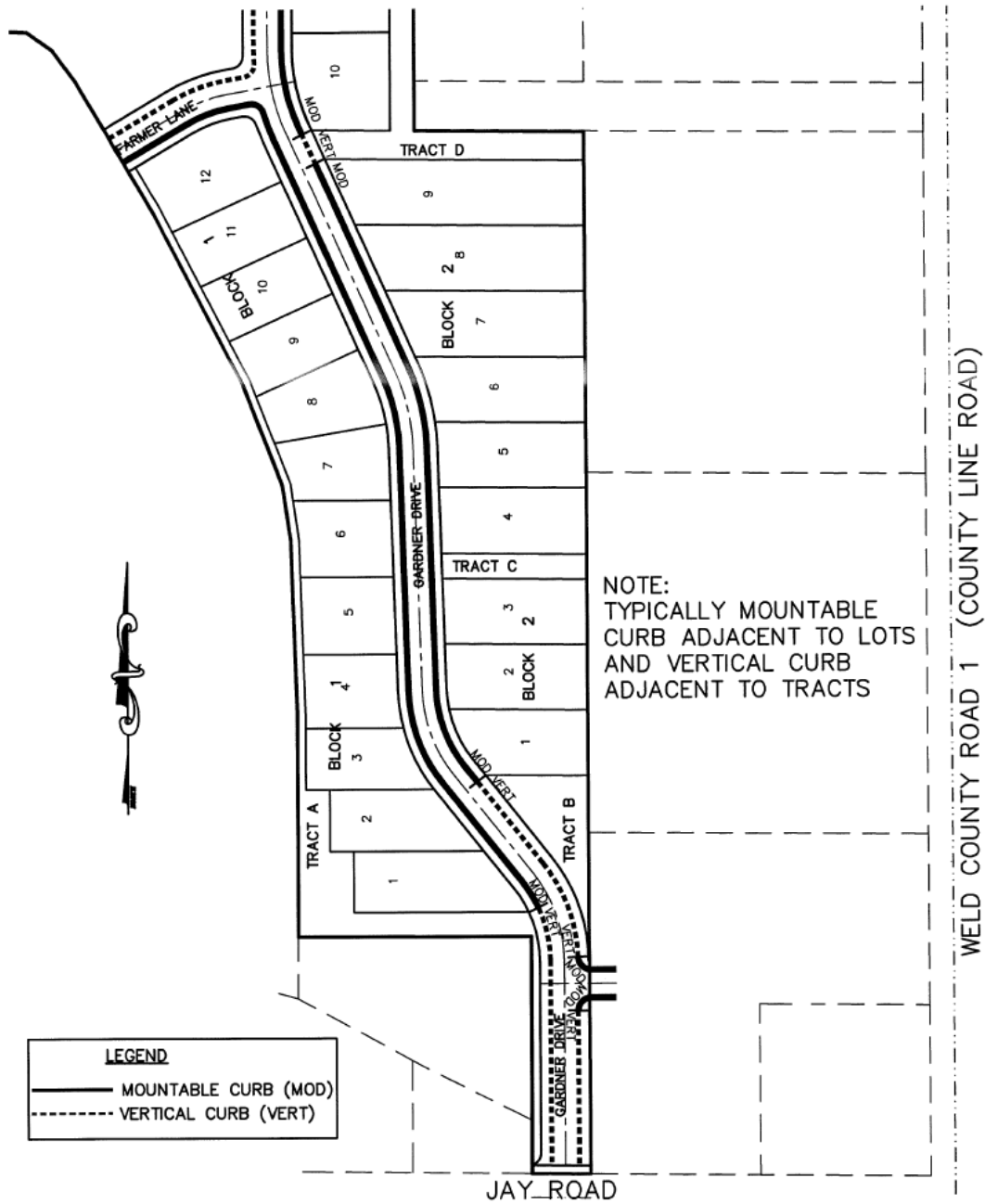


NOTE:
TYPICALLY MOUNTABLE CURB
ADJACENT TO LOTS AND VERTICAL
CURB ADJACENT TO TRACTS

 PARK ENGINEERING
CONSULTANTS
420 21ST AVENUE, SUITE 101
LONGMONT CO. 80501 (303)651-6626

LOST CREEK FARM CURB AND GUTTER PLAN

SHEET 2 OF 2



**PARK ENGINEERING
CONSULTANTS**
420 21ST AVENUE, SUITE 101
LONGMONT CO. 80501 (303)631-6626

EXHIBIT F

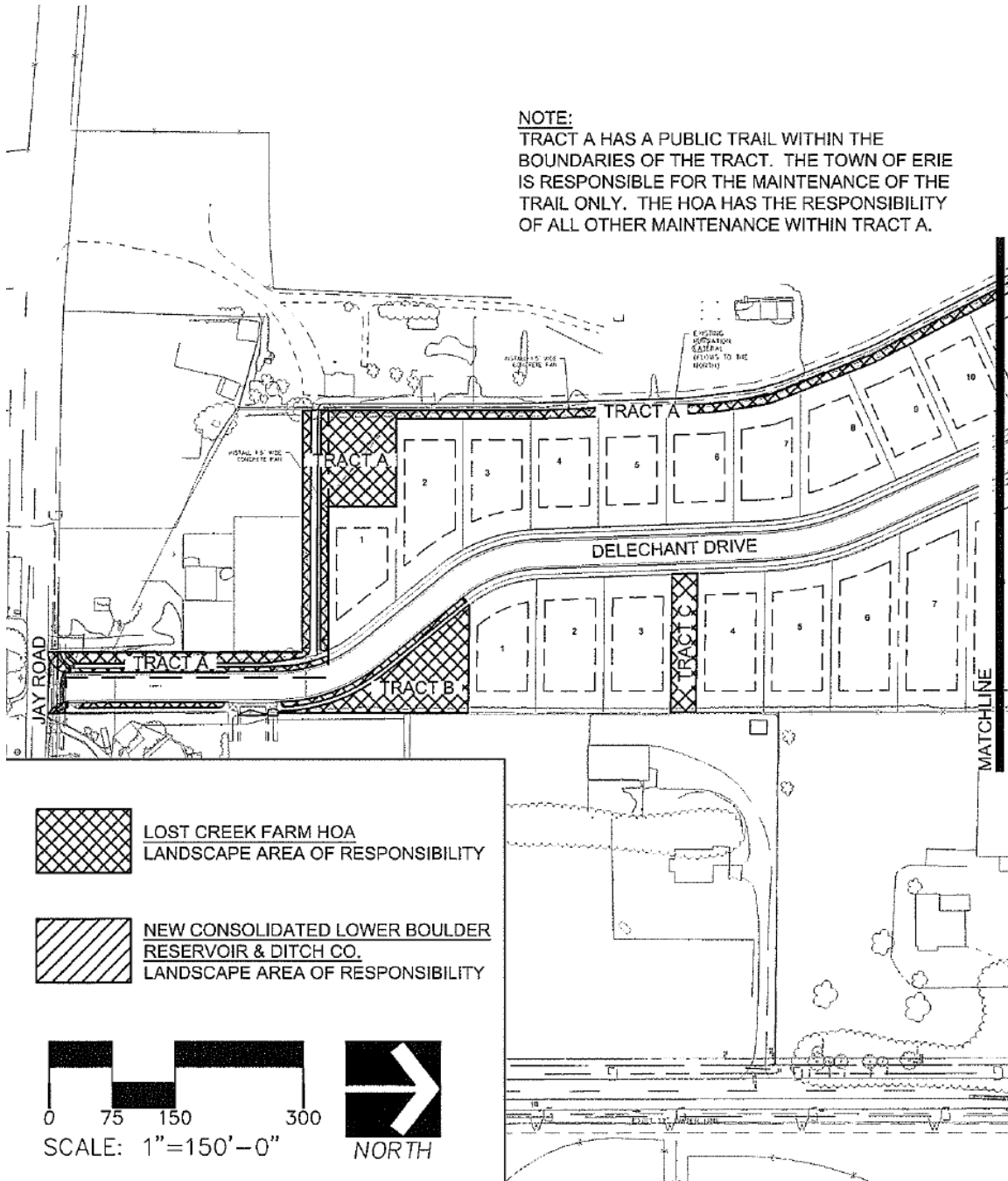
LANDSCAPE MAINTENANCE MAP

LOST CREEK FARM

LANDSCAPE MAINTENANCE RESPONSIBILITY MAP

November 21, 2016

EXHIBIT F



LOST CREEK FARM

LANDSCAPE MAINTENANCE RESPONSIBILITY MAP

November 21, 2016

NOTE:
TRACT K HAS AN OIL/GAS WELL FACILITY WITHIN THE BOUNDARIES OF THE TRACT. THE MINERAL RIGHT HOLDER IS RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS ROADS AND WELL FACILITIES. THE HOA HAS THE RESPONSIBILITY FOR ALL OTHER NON-WELL RELATED MAINTENANCE.

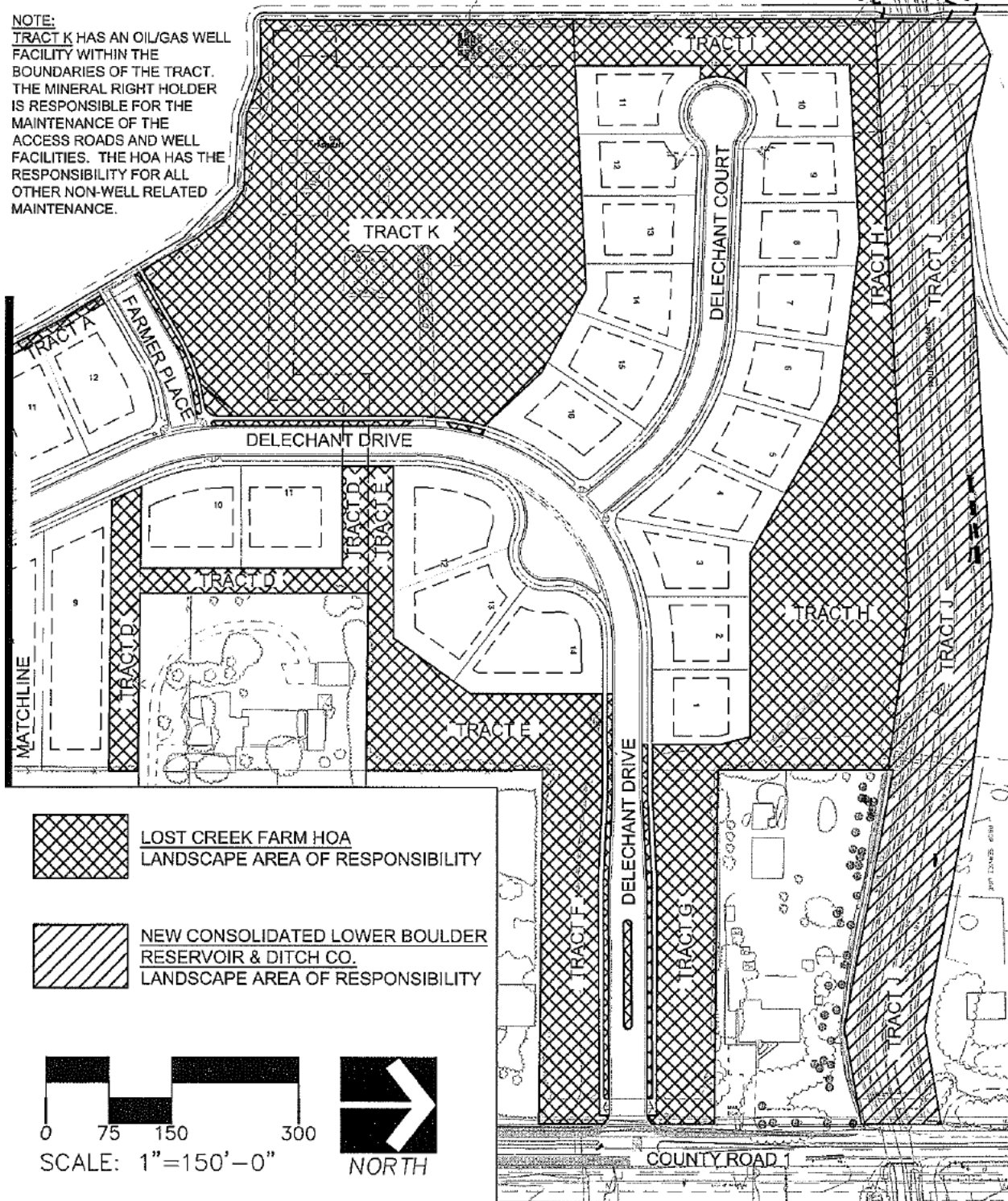


EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Lost Creek Farm, Town of Erie, County of Boulder, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

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

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Lost Creek Farm. There may be ongoing oil and gas operation and production of oil and gas within Lost Creek Farm, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Lost Creek Farm. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Lost Creek Farm, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Lost Creek Farm. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Lost Creek Farm and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Lost Creek Farm will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Lost Creek Farm to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Lost Creek Farm.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Lost Creek Farm, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling,

operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

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

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBIT H

METROPOLITAN DISTRICT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Erie, County of _____, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT, ("Agreement") made and entered into this day of November 23, 2016, by and between HFHS Development, Co., LLC, whose address is 950 Spruce St., Suite 2A, Louisville, CO 80027 hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Boulder County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

WHEREAS, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising therefrom. Grantor shall retain the right to make use of the servient property of the

Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and everyone of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of Boulder, State of Colorado.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT as of the day and year first above written.

GRANTOR:

HFHS Development Co., LLC

By: _____

J. Erik Hartronft, Manager

STATE OF COLORADO)

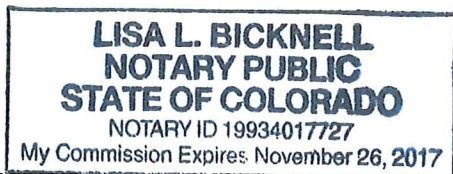
) ss.

COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this day of ^{25th} November 2016, by J. Erik Hartronft as manager of HFHS Development Co, LLC, A Colorado limited liability company

WITNESS my hand and official seal.

My commission expires: 11.26.2017



Notary Public

GRANTEE:

TOWN OF ERIE, a Colorado municipal corporation

By: _____

Tina Harris, Mayor

ATTEST:

By: _____

Nancy Parker, Town Clerk

EXHIBIT A

A PARCEL OF LAND IN THE NE 1/4, SECTION 13, T. 1N. RANGE 69 W OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, T. 1 N. R. 69 W OF THE 6TH P.M., SAID POINT BEING 30.00 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SECTION 13; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 840.3 FEET TO THE CENTERLINE OF A DITCH, SAID POINT BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED OCTOBER 13, 1951 IN BOOK 895 AT PAGE 78; THENCE AT A DEFLECTION ANGLE OF 84°30' LEFT, ALONG THE CENTERLINE OF SAID DITCH, A DISTANCE OF 126.0 FEET; THENCE AT A DEFLECTION ANGLE OF 20°07' RIGHT, ALONG THE CENTERLINE OF SAID DITCH A DISTANCE OF 68.5 FEET; THENCE AT A DEFLECTION ANGLE OF 28°47' RIGHT, ALONG THE CENTERLINE OF SAID DITCH, A DISTANCE OF 62.8 FEET; THENCE AT A DEFLECTION ANGLE OF 15°02' RIGHT, ALONG THE CENTERLINE OF SAID DITCH, A DISTANCE OF 68.00 FEET; THENCE AT A DEFLECTION ANGLE OF 12°37' RIGHT ALONG THE CENTERLINE OF SAID DITCH, A DISTANCE OF 127.1 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE "LOWER BOULDER DITCH" (SOUTH PLATTE SUPPLY CANAL); THENCE AT A DEFLECTION ANGLE OF 176°09' LEFT, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID DITCH, A DISTANCE OF 530.7 FEET; THENCE ON A DEFLECTION ANGLE OF 10°30' RIGHT, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID DITCH, A DISTANCE OF 212.9 FEET; THENCE AT A DEFLECTION ANGLE OF 3°55' RIGHT, ALONG THE NORTHERLY RIGHT OF WAY OF SAID DITCH, A DISTANCE OF 287.5 FEET; THENCE AT A DEFLECTION ANGLE OF 21°08' LEFT, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID DITCH, A DISTANCE OF 114.5 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE AT A DEFLECTION ANGLE OF 79°57' LEFT, ALONG THE WEST RIGHT OF WAY LINE OF THE COUNTY ROAD AND PARALLEL WITH THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 283.9 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO

EXHIBIT B

A 30 FOOT UTILITY EASEMENT LOCATED IN SECTION 13, T1N, R69W, OF THE 6TH P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13, THENCE N89°04'06"W ALONG THE NORTH LINE OF SAID SECTION 13, 399.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE S07°30'00"W, A DISTANCE OF 257.07' TO A POINT ON THE NORTH LINE OF THE LOWER BOULDER CANAL EASEMENT AS FOUND AT BOOK 986, PAGES 266-271 IN THE RECORDS OF BOULDER COUNTY, COLORADO; THENCE N82°58'00"W ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID NORTH LINE N07°30'00"E, A DISTANCE OF 253.89 FEET TO A POINT ON THE NORTH LINE ON SAID SECTION 13; THENCE S89°04'06"E ALONG SAID NORTH LINE, A DISTANCE OF 30.20 FEET TO THE POINT OF BEGINNING. SAID BASEMENT CONTAINING 7664 SQUARE FEET MORE OR LESS.

CONSENT AGREEMENT

This Consent Agreement (Agreement) is made and entered into this 15th day of November, 2016, by and among The New Consolidated Lower Boulder Reservoir and Ditch Company, a Colorado nonprofit corporation (Lower Boulder), whose address is P.O. Box 1826, Longmont, Colorado 80502, the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado (Northern Water), whose address is 220 Water Avenue, Berthoud, Colorado 80513 and LCF1, LLC (Applicant), whose address is 7100 Broadway, Suite 5H, Denver, Colorado 80221.

RECITALS

A. Applicant has requested permission and desires to construct and/or install, use, operate, maintain, and repair a storm water sewer line under the South Platte Supply Canal, a feature of the Colorado-Big Thompson Project, also known as the Lower Boulder Ditch, (Canal), at canal station 246+79.5 approximately 425 feet upstream from the centerline of County line road in the East ½ of the Northeast Quarter of Section 13, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado, as shown on the attached drawings (Subject Lands).

B. Northern Water and Lower Boulder have a dispute concerning the precise present ownership of the Canal. Nothing in this Consent Agreement shall in any way affect or prejudice this dispute.

C. Lower Boulder performs the operation and maintenance of the Canal under and pursuant to an agreement with Northern Water.

AGREEMENT

1. Lower Boulder and Northern Water consent to the use of the Subject Lands by Applicant for the purposes described above upon execution of this Agreement by all parties and payment of all fees required hereunder.

2. Applicant is solely responsible for obtaining any consent necessary from the fee owner of the Subject Lands authorizing Applicant to use, construct on, and cross the Subject Lands for the purposes described above.

3. Applicant understands and acknowledges that normal repair, reconstruction, and maintenance of the Canal includes, among other things, excavating the bottom and shaping the sides of the Canal with heavy equipment which travels on the bottom of the canal or on its banks; installing and replacing riprap, replacing, adding or reconstructing water turnouts, head gates, valves, check dams, and other structures and facilities to direct or control the flow of water; reconstructing and replacing eroded, weakened or breached canal banks; construction of culverts or bridges across the canal; and emergency actions taken in the event of overtopping or breach of the Canal; and that such activities are necessarily imprecise with respect to depth of excavations, bank dimensions, and the like. Applicant shall be solely responsible for assuring that the design

.....

and location of its facilities are adequate to protect the facilities from such activities, including, but not limited to, burial of Applicant's facilities at sufficient depth, encasement of Applicant's facilities in pipes or other structures of sufficient strength, and placement of Applicant's facilities so that those facilities will not be impacted or injured by such activities or by the equipment or actions of personnel performing such activities. Lower Boulder and Northern Water shall not be responsible for any loss of or damages to Applicant's facilities or other property of Applicant or consequential damages to the Applicant arising from the activities that are subject to this Agreement. Furthermore, Lower Boulder and Northern Water shall not be liable for damages to growing crops, animals, or machinery of third parties; or injury to Applicant or its associates, officers, agents, or employees, or any others who are on the premises; or for damages or interference caused by, arising from or related to Applicant's activities or facilities. Applicant agrees to indemnify and save Lower Boulder and Northern Water, and all of their employees, officers, directors, shareholders, contractors, assigns and agents harmless from any and all liabilities, claims, damages, or losses, including costs and attorney fees, arising from or incidental to any activities or facilities permitted under this Agreement, including attorney fees incurred in enforcing the obligation to indemnify.

4. Applicant shall inspect, operate, and maintain the facilities permitted hereunder so that Applicant's facilities and Applicant's activities on and use of the Subject Lands shall not damage, interfere with, or increase in cost, the use, operation, maintenance, repair, or administration of the Canal. In the event that Applicant's facilities must be repaired, removed, or modified for use, operation, maintenance, repair, or administration of the Canal, Applicant shall do so immediately upon request of Lower Boulder or Northern Water. In the event Applicant fails to repair, modify, or remove the facilities at the request of Lower Boulder or Northern Water, the facilities will be repaired, modified, or removed at Applicant's expense. Applicant's activities permitted under this Agreement shall be conducted so as to not interfere with or increase in cost the operation, maintenance, repair, or use of the Canal. The cost of any additional repairs or maintenance to the Canal that are directly or indirectly caused by, or the result of, Applicant's facilities or activities on the Subject Lands, shall be reimbursed by Applicant to Lower Boulder and/or Northern Water, as the case may be, within thirty (30) days of billing. Northern Water's and Lower Boulder's determination of such cost shall be final and binding upon Applicant.

5. Applicant's facilities shall be designed and constructed in accordance with the plans and specifications attached hereto. Upon completion, Applicant shall provide a set of As-Built for Lower Boulder and Northern Water files. Approval by Lower Boulder or Northern Water shall not serve to alter or diminish Applicant's obligations under any provisions of this Agreement.

6. Any use, construction, or maintenance of the facilities that is not in accordance with this Agreement or the plans and specifications approved by Lower Boulder and Northern Water, shall automatically terminate this Agreement if Applicant has not remedied the same with thirty (30) days after receipt of a written notice thereof from Lower Boulder or Northern (or if such remedy cannot reasonably be completed with such thirty days, has commenced such remedy within such thirty days and completes the same with reasonable diligence). The failure of, or delay by, Lower Boulder or Northern Water to object to the use, construction, or maintenance of the facilities shall not be deemed a waiver or relinquishment of the rights of Lower Boulder and Northern

Water to require Applicant to immediately remove or correct any nonconforming facility. In the event that Applicant fails to remove or correct any nonconforming use or facility, Lower Boulder and/or Northern Water may do so at Applicant's expense. Applicant shall reimburse Lower Boulder and/or Northern Water, as the case may be, within thirty (30) days of billing for such expense.

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with a copy to:

Jeffrey J. Kahn
Lyons Gaddis
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For Applicant:

LCF1, LLC
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Suite 5-H
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Attn: David Ware, President & CEO

With a copy to:

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Timmins LLC
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Office: 970-622-2270
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Lower Boulder:

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E-mail: markmonger@hotmail.com
Cell: 303-908-3056

Applicant: LCF1, LLC

David Spahr
E-mail: dms@mcstain.com
Cell: (303) 551-5978

The parties may change the personnel and addresses to which notice is given and their operational contacts by written notice to the other parties.

8. Applicant shall notify the operational contacts for Lower Boulder and Northern Water three working days (Saturdays and Sundays excluded) preceding the date of commencing work involving the installation, repair, or replacement of facilities permitted hereunder (unless such repair or maintenance is an emergency, in which event notice shall be given as soon as reasonably possible under the circumstances). If the Applicant fails to provide the required advance notice, either Lower Boulder or Northern Water may, at their option, require Applicant to re-excavate any work to reveal and allow inspection of the work completed without proper advance notice, at Applicant's cost. Lower Boulder and/or Northern Water shall have the right to inspect all facilities constructed, modified, or repaired pursuant to this Agreement during the construction or repair thereof, and Applicant agrees to reimburse Lower Boulder and Northern Water respectively for all administrative and inspection costs incurred for this purpose. For purposes of this Agreement, reimbursement shall be made by Applicant at the actual hourly rate for labor and equipment currently utilized by Lower Boulder and Northern Water in computing job costs. A statement for the total costs properly chargeable to Applicant hereunder will be forwarded to Applicant upon completion of the authorized construction or repair, and the same shall be paid to Lower Boulder and Northern Water respectively within thirty (30) days after the billing date. If payment has not been received by Lower Boulder and Northern Water respectively within said thirty (30) days of the billing date, interest shall thereafter accrue on the unpaid balance at the rate of twelve percent (12%) per annum, and Lower Boulder and Northern Water, respectively, shall be entitled to all costs of collection including reasonable attorney fees incurred. Applicant shall notify Lower Boulder and Northern Water of completion of the facilities and shall fix a date within 14 days thereafter upon which representatives of Lower Boulder, Northern Water, and Applicant shall jointly inspect the work accomplished by Applicant. Applicant shall make any corrections necessary to bring the work within the requirements of this Agreement. Applicant shall be responsible for the correction of any defects or failures of the Canal due to faulty design or materials or poor workmanship of the facilities permitted under this Agreement. Any notice given as directed by this section shall be made to the parties' contacts for written communications identified in section 8.

9. Applicant agrees that no construction shall take place within the Canal right-of-way during the water delivery season, which is from April 1 through October 31 of any calendar year, except that Applicant may install the sanitary sewer line into a previously installed steel casing during the period April 1 through October 31 provided that the installation of the steel casing has been previously accepted by Lower Boulder and Northern Water pursuant section 9. The steel casing may only be installed during the period November 1 through March 31. Before and after the installation of the pipe within the steel casing, Applicant shall provide separate notice and Lower Boulder and Northern Water shall inspect and accept the installation of the pipe separately from that of the casing.

10. Applicant shall maintain Workers' Compensation insurance pursuant to the laws of Colorado covering all employees entering upon the Subject Lands. All construction permitted under this Agreement shall be completed before April 1 of any calendar year so that water may be run through the Canal on that date. Applicant agrees that construction permitted hereunder shall proceed uninterrupted from the initiation of such construction to its completion, unless Lower Boulder or Northern Water request that construction be interrupted or cease.

11. The facilities constructed by Applicant on the Subject Lands shall at all times be used in a manner and by means that will not create a hazard to the public or the officers, directors, employees, agents, or contractors of Lower Boulder and Northern Water.

12. Lower Boulder and Northern Water reserve the right to object to and demand the immediate cessation of any activities by Applicant that in any way interfere with, or threaten to interfere with, the use, operation, maintenance, repair, or administration of the Canal.

13. Applicant shall not assign this Agreement without the prior written consent of Lower Boulder and Northern Water, which will not be unreasonably withheld. Lower Boulder and Northern Water may impose reasonable requirements and conditions upon consent to assignment. Notwithstanding the foregoing, Applicant may assign this Agreement to the Town of Erie following the final written acceptance of the subject storm water sewer line by the Town of Erie, and Lower Boulder and Northern Water hereby consent to such assignment of this Agreement to the Town of Erie. Upon the written acceptance of such an assignment by the Town of Erie, Applicant shall remain solely responsible for the performance (or non-performance) of all Applicant's obligations accruing prior to such assignment, but the Town of Erie will be solely responsible for the performance of obligations of Applicant accruing after such assignment.

14. This Agreement and the consent granted herein shall terminate upon agreement of the parties or the abandonment of Applicant's facilities constructed on the Subject Lands. Abandonment shall be deemed to have occurred when the facilities have not been used for a period of two years or if the facilities have not been installed within a period of two years from the date of this Agreement. Applicant shall bear all costs of restoration of the Canal and its right-of-way to the original condition upon abandonment of Applicant's facilities or termination of this Agreement. In the event that Applicant fails to so restore the Canal and its right-of-way to its original condition, Lower Boulder and Northern Water may do so at Applicant's expense.

15. In the event of an emergency, Lower Boulder, Northern Water, or the Applicant may conduct maintenance or repair immediately, giving notice to the other party as soon as practicable at the emergency contacts identified below. If Lower Boulder and/or Northern Water conduct emergency work on the Applicant's facilities, they shall be reimbursed for the cost of the work. Except for any negligent actions, Lower Boulder and/or Northern Water shall not be responsible or held liable for damages to the Applicant's facilities resulting from maintenance or repair.

EMERGENCY CONTACTS:

Lower Boulder:	Mark Monger, Superintendent 303-908-3056 If Mr. Monger or his successor is not available: Famuer Rasmussen: 303-775-6656
Northern Water:	Brian Flockhart, Right of Way Agent Office: 970-622-2270 Cell: 970-686-2806
Applicant:	David Spahr, Chief Operating Officer Cell: (303) 551-5978

16. As consideration for this Agreement, Applicant shall, upon execution hereof, pay to The New Consolidated Lower Boulder Reservoir and Ditch Company the sum of Two Thousand Five Hundred Dollars (\$2,500) and to Northern Colorado Water Conservancy District the sum of Three Hundred Dollars (\$300) for processing purposes. In addition, Applicant shall pay to The New Consolidated Lower Boulder Reservoir and Ditch Company amounts to cover its reasonable legal, engineering, and administrative costs incurred in relation to this Agreement.

17. Applicant shall acknowledge receipt and acceptance of these conditions by completing the signature and date spaces below and returning three signature pages of this Agreement to Lower Boulder and Northern Water for further processing. A fully executed version of this Agreement will be returned to Applicant, and Applicant may proceed with the authorized activities only after Applicant has received the fully executed Agreement, all required payments from Applicant have been received by Lower Boulder and Northern Water, and Applicant has given proper notice pursuant to section 9. This agreement may be executed in counterparts and signatures transmitted electronically or by facsimile shall be treated as original signatures for all purposes.

Applicant, LCF1, LLC

[Signature]
(Signature)

CEO
(Title)

Date 11/11/2016

The New Consolidated Lower Boulder Reservoir and Ditch Company

[Signature]
(Signature)

President
(Title)

Date 11-11-2016

Northern Colorado Water Conservancy District

[Signature]
(Signature)

GENERAL MANAGER
(Title)

Date 11/15/16

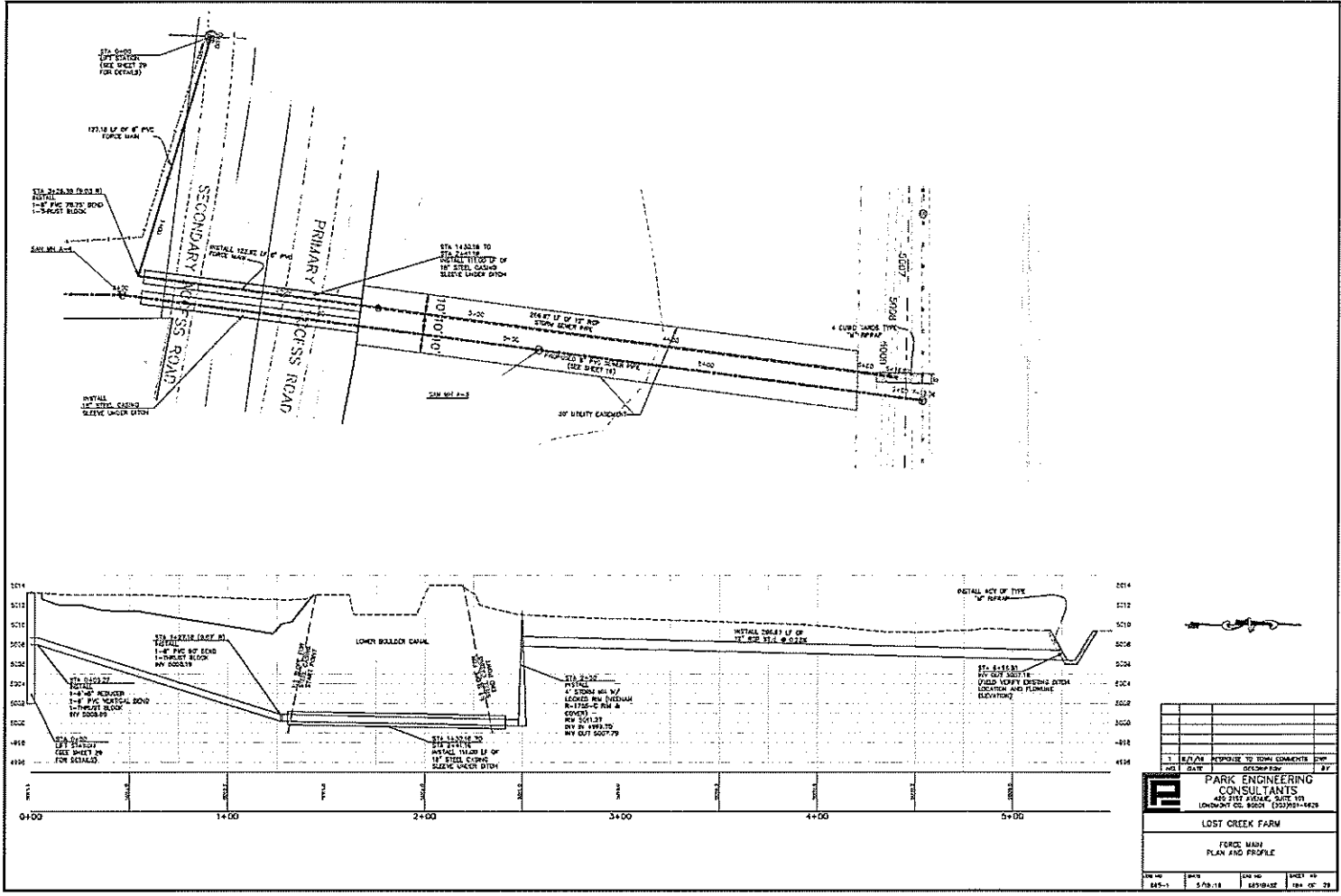
SUBJECT TO AND UPON THE TOWN'S FINAL WRITTEN ACCEPTANCE OF THE STORM WATER SEWER LINE THAT IS THE SUBJECT OF THE FOREGOING CONSENT AGREEMENT, THE TOWN OF ERIE AGREES TO ACCEPT AN ASSIGNMENT FROM LCF1, LLC OF, AND BE BOUND BY, THE FOREGOING CONSENT AGREEMENT.

TOWN OF ERIE

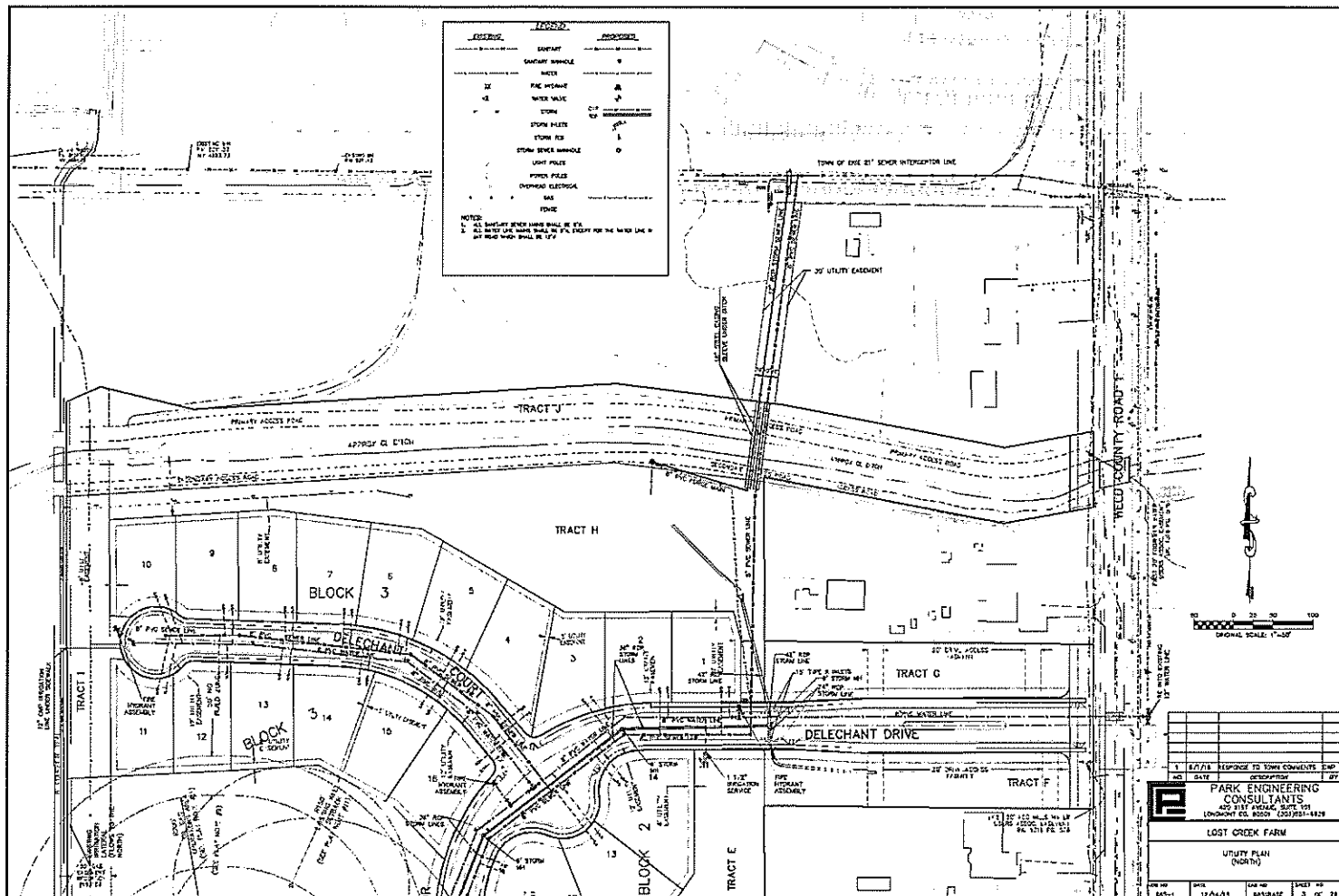
By: _____
Name: _____
Title: _____

SPECIFICATIONS

1. A minimum of 10-feet is required between the bottom grade of the canal and the top of the pipe, conduit, or facility being installed under the canal.
2. All underground utility lines shall be installed by boring underneath the canal at a depth of 10-feet or greater below the bottom of the ditch, unless otherwise requested and agreed upon by Northern Water and Lower Boulder. Also, all utility lines shall be within a casing under the canal right-of-way to accommodate future repair and replacement of the utility line, should the need arise, without affecting or disturbing the canal prism.
3. Where compacting of earth materials is required around the structures, the material shall be clay deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six (6) inches in thickness after being compacted. Backfill material shall be placed and compacted at the moisture content required for optimum practical compaction, and compacted to a minimum of ninety-five (95) percent of the maximum dry density as determined by ASTM D-698.
4. All portions of the right-of-way and the canal bottom, sides, and banks that are disturbed by the process of Applicant's construction shall be restored to original condition and revegetated, and all fencing and other facilities appurtenant to the canal right-of-way shall be replaced in condition at least equal to the condition of such facilities and appurtenances prior to construction of the structures permitted herein.
5. All buried lines within the right-of-way shall be marked at the point of entrance into, and exit from, the right-of-way on both sides with the appropriate signs identifying their location.
6. Applicant shall bear sole responsibility for the installation of any and all signage required by federal, state or local rules and regulations and/or required by either Northern Water or Lower Boulder, subject to the approval and direction of Northern Water and Lower Boulder.



1. E/A/A RESPONSE TO OWNER COMMENTS		DATE	DESCRIPTION	BY
PARK ENGINEERING CONSULTANTS				
430 21ST AVENUE, SUITE 101				
LOUNSBURY, CO. 80021 (303)761-1625				
LOST CREEK FARM				
FORCE MAIN				
PLAN AND PROFILE				
DATE	BY	DATE	BY	DATE
8/15/11	5/10/11	8/15/11	10/10/11	10/10/11



CONSENT AGREEMENT

This Consent Agreement (Agreement) is made and entered into this 15th day of November, 2016, by and among The New Consolidated Lower Boulder Reservoir and Ditch Company, a Colorado nonprofit corporation (Lower Boulder), whose address is P.O. Box 1826, Longmont, Colorado 80502, the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado (Northern Water), whose address is 220 Water Avenue, Berthoud, Colorado 80513 and LCF1, LLC (Applicant), whose address is 7100 Broadway, Suite 5H, Denver, Colorado 80221.

RECITALS

A. Applicant has requested permission and desires to construct and/or install, use, operate, maintain, and repair a sanitary sewer line under the South Platte Supply Canal, a feature of the Colorado-Big Thompson Project, also known as the Lower Boulder Ditch, (Canal), at canal station 246+89.5 approximately 435 feet upstream from the centerline of County line road in the East ½ of the Northeast Quarter of Section 13, Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado, as shown on the attached drawings (Subject Lands).

B. Northern Water and Lower Boulder have a dispute concerning the precise present ownership of the Canal. Nothing in this Consent Agreement shall in any way affect or prejudice this dispute.

C. Lower Boulder performs the operation and maintenance of the Canal under and pursuant to an agreement with Northern Water.

AGREEMENT

1. Lower Boulder and Northern Water consent to the use of the Subject Lands by Applicant for the purposes described above upon execution of this Agreement by all parties and payment of all fees required hereunder.

2. Applicant is solely responsible for obtaining any consent necessary from the fee owner of the Subject Lands authorizing Applicant to use, construct on, and cross the Subject Lands for the purposes described above.

3. Applicant understands and acknowledges that normal repair, reconstruction, and maintenance of the Canal includes, among other things, excavating the bottom and shaping the sides of the Canal with heavy equipment which travels on the bottom of the canal or on its banks; installing and replacing riprap, replacing, adding or reconstructing water turnouts, head gates, valves, check dams, and other structures and facilities to direct or control the flow of water; reconstructing and replacing eroded, weakened or breached canal banks; construction of culverts or bridges across the canal; and emergency actions taken in the event of overtopping or breach of the Canal; and that such activities are necessarily imprecise with respect to depth of excavations, bank dimensions, and the like. Applicant shall be solely responsible for assuring that the design

and location of its facilities are adequate to protect the facilities from such activities, including, but not limited to, burial of Applicant's facilities at sufficient depth, encasement of Applicant's facilities in pipes or other structures of sufficient strength, and placement of Applicant's facilities so that those facilities will not be impacted or injured by such activities or by the equipment or actions of personnel performing such activities. Lower Boulder and Northern Water shall not be responsible for any loss of or damages to Applicant's facilities or other property of Applicant or consequential damages to the Applicant arising from the activities that are subject to this Agreement. Furthermore, Lower Boulder and Northern Water shall not be liable for damages to growing crops, animals, or machinery of third parties; or injury to Applicant or its associates, officers, agents, or employees, or any others who are on the premises; or for damages or interference caused by, arising from or related to Applicant's activities or facilities. Applicant agrees to indemnify and save Lower Boulder and Northern Water, and all of their employees, officers, directors, shareholders, contractors, assigns and agents harmless from any and all liabilities, claims, damages, or losses, including costs and attorney fees, arising from or incidental to any activities or facilities permitted under this Agreement, including attorney fees incurred in enforcing the obligation to indemnify.

4. Applicant shall inspect, operate, and maintain the facilities permitted hereunder so that Applicant's facilities and Applicant's activities on and use of the Subject Lands shall not damage, interfere with, or increase in cost, the use, operation, maintenance, repair, or administration of the Canal. In the event that Applicant's facilities must be repaired, removed, or modified for use, operation, maintenance, repair, or administration of the Canal, Applicant shall do so immediately upon request of Lower Boulder or Northern Water. In the event Applicant fails to repair, modify, or remove the facilities at the request of Lower Boulder or Northern Water, the facilities will be repaired, modified, or removed at Applicant's expense. Applicant's activities permitted under this Agreement shall be conducted so as to not interfere with or increase in cost the operation, maintenance, repair, or use of the Canal. The cost of any additional repairs or maintenance to the Canal that are directly or indirectly caused by, or the result of, Applicant's facilities or activities on the Subject Lands, shall be reimbursed by Applicant to Lower Boulder and/or Northern Water, as the case may be, within thirty (30) days of billing. Northern Water's and Lower Boulder's determination of such cost shall be final and binding upon Applicant.

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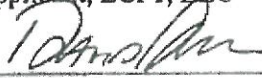
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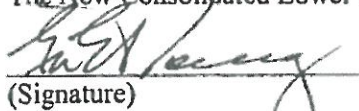
Applicant, LCF1, LLC


(Signature)

CEO
(Title)

Date 11/11/2016


The New Consolidated Lower Boulder Reservoir and Ditch Company


(Signature)

President
(Title)

Date 11-11-2016

Northern Colorado Water Conservancy District


(Signature)

CONSERVANCY MANAGER
(Title)

Date 11/15/16

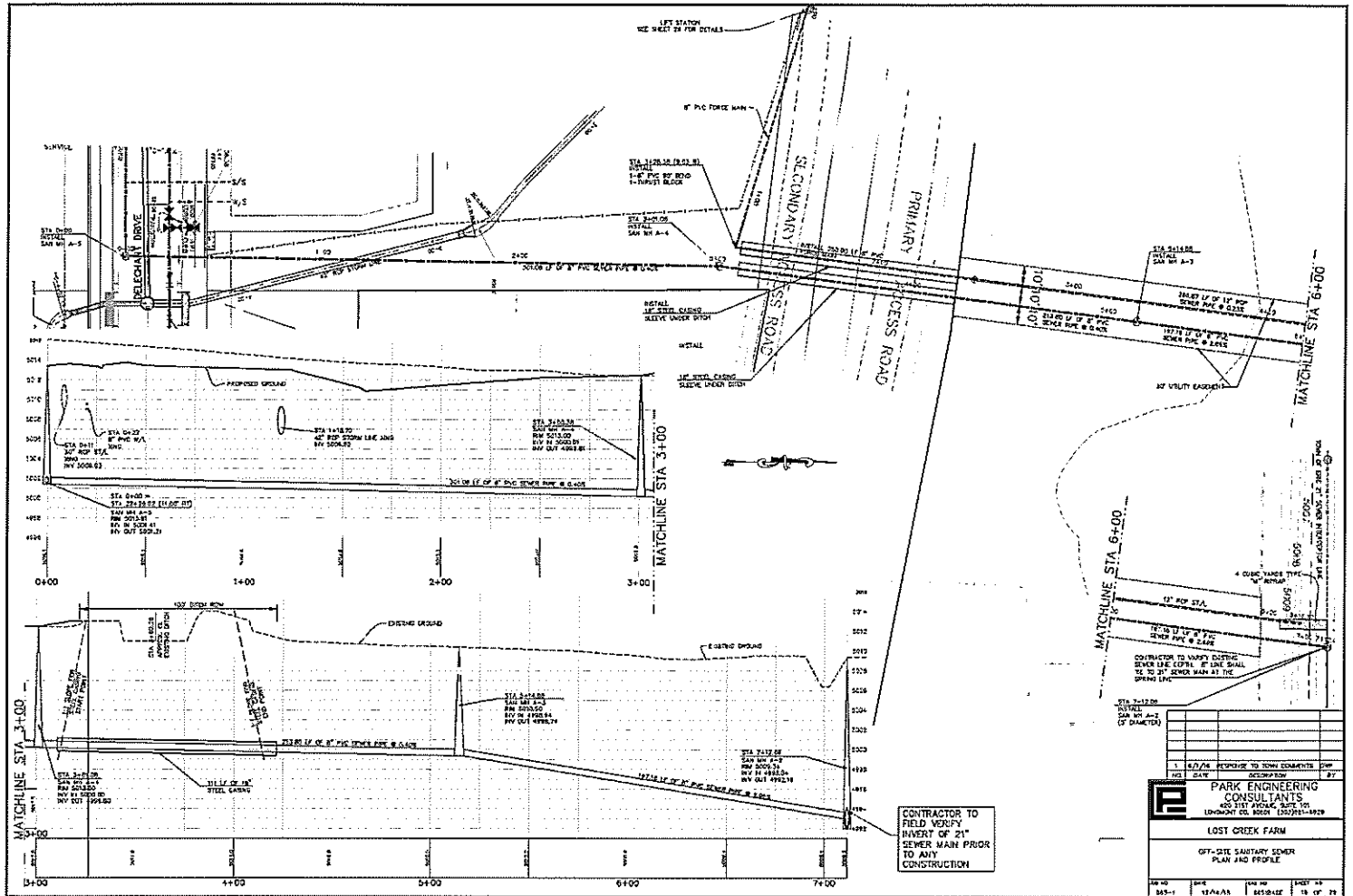
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TOWN OF ERIE

By: _____
Name: _____
Title: _____

SPECIFICATIONS

1. A minimum of 10-feet is required between the bottom grade of the canal and the top of the pipe, conduit, or facility being installed under the canal.
2. All underground utility lines shall be installed by boring underneath the canal at a depth of 10-feet or greater below the bottom of the ditch, unless otherwise requested and agreed upon by Northern Water and Lower Boulder. Also, all utility lines shall be within a casing under the canal right-of-way to accommodate future repair and replacement of the utility line, should the need arise, without affecting or disturbing the canal prism.
3. Where compacting of earth materials is required around the structures, the material shall be clay deposited in horizontal layers and compacted by using pneumatic and/or other suitable mechanical tampers. Backfill materials shall be deposited in horizontal layers of not more than six (6) inches in thickness after being compacted. Backfill material shall be placed and compacted at the moisture content required for optimum practical compaction, and compacted to a minimum of ninety-five (95) percent of the maximum dry density as determined by ASTM D-698.
4. All portions of the right-of-way and the canal bottom, sides, and banks that are disturbed by the process of Applicant's construction shall be restored to original condition and revegetated, and all fencing and other facilities appurtenant to the canal right-of-way shall be replaced in condition at least equal to the condition of such facilities and appurtenances prior to construction of the structures permitted herein.
5. All buried lines within the right-of-way shall be marked at the point of entrance into, and exit from, the right-of-way on both sides with the appropriate signs identifying their location.
6. Applicant shall bear sole responsibility for the installation of any and all signage required by federal, state or local rules and regulations and/or required by either Northern Water or Lower Boulder, subject to the approval and direction of Northern Water and Lower Boulder.



<div> PARK ENGINEERING CONSULTANTS 800 CITY AVENUE, SUITE 100 LINCOLN, NE 68502 (402) 441-1929 </div>			
LOST CREEK FARM OFF-SITE SANITARY SEWER PLAN AND PROFILE			
DATE	BY	CHECKED	DATE
12/14/16	12/14/16	12/14/16	12/14/16

