

AGREEMENT FOR PARK IMPROVEMENTS

THIS AGREEMENT FOR PARK IMPROVEMENTS (this "Agreement") is made and entered into as of June ____, 2017 (the "Effective Date"), by and among HT FLATIRON LP, a Delaware limited partnership ("HT Flatiron"), the TOWN OF ERIE, a Colorado municipal corporation (the "Town"), and FIDELITY TITLE INSURANCE COMPANY ("Escrow Agent").

BACKGROUND:

A. Reference is hereby made to that certain Second Amended and Restated Master Development Agreement dated September 8, 2015 recorded September 8, 2015 at Reception No. 03472486, Boulder County, Colorado (the "Master Development Agreement"). All capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Master Development Agreement.

B. Section IX(F)(1)(b) of the Master Development Agreement provides the following: "*Prior to commencement of construction of the Neighborhood Park, and following notice by the Erie, the Owner shall pay for the following: water tap fees, sewer tap fees, and raw water dedication fees necessary for the construction, maintenance and upkeep of the park.*" The fees that HT Flatiron is to pay pursuant to such sentence are referred to herein as the "Fees".

C. Section IX(F)(1)(b) of the Master Development Agreement further provides the following: "*At the same time, the Owner shall also pay all costs associated with the following: final grading; soil preparation; the purchase and installation of grass; the purchase and installation a permanent irrigation system (including electrical facilities for said system); landscaping within all adjacent right-of-ways; and, landscape buffers.*" The costs that HT Flatiron is required to pay pursuant to such sentence are referred to herein as the "Costs"; and the work comprised of the grading, soil preparation, purchase and installation of grass, purchase and installation of a permanent irrigation system (including electrical facilities for said system), landscaping within all adjacent right-of-ways and landscape buffers required by such sentence is referred to herein as the "Work". The scope of the Work is set forth on the working drawings attached hereto as Exhibit B.

D. The parties desire to enter into this Agreement to set forth the terms and conditions upon which HT Flatiron shall pay the Fees and Costs in connection with the Town's performance of the Work.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HT Flatiron, the Town, and Escrow Agent agree as follows:

AGREEMENT:

1. Cost Backup Evidence; Approval; Establishment of Escrow. Cost backup evidencing the contractor's bid of the Work, together with the proposed plans and specifications for the Work, are set forth in Exhibit "A", attached hereto and incorporated herein by this reference. HT Flatiron's execution of this Agreement shall evidence its approval of the estimated cost for the Work. HT Flatiron shall deposit in escrow with Escrow Agent, within five (5) business days of Town's execution of this Agreement, the estimated cost of the Work plus ten percent (10%) (the "Contingency") as a contingency (together with the Contingency, the "Escrow Amount"). Based upon the estimated cost for the Work and the ten percent contingency required herein, the Escrow Amount is Three Hundred Ninety-four Thousand Three Hundred Ninety-four Dollars (\$394,394.00). The Escrow Agent shall immediately deposit (and thereafter maintain

until distribution as contemplated herein) the Escrow Amount into a federally-insured, interest-bearing account reasonably acceptable to the Town and HT Flatiron, and all interest accruing thereon shall become a part of the Escrow Amount. Failure by HT Flatiron to deposit the Escrow Amount in escrow with Escrow Agent as required herein shall be deemed to be a default of this Agreement.

2. The Work.

(a) The Town shall perform and complete the Work substantially in accordance with all applicable laws and ordinances of the Town, and in accordance with the plans and specifications referenced in Section 1 above. The Work shall be completed on or before eighteen (18) months from the Effective Date (the "Completion Deadline"). The Work shall be deemed "completed" at such time as the Town delivers to HT Flatiron a certificate of substantial completion, or similar certificate, from the engineer or other primary design professional for the Work, stipulating that the Work has been substantially completed.

(b) Any material modification to the plans and specifications of the Work (including, without limitation, any modification which would affect the use of the Contingency) shall be subject to the prior approval of HT Flatiron, such approval shall not be unreasonably withheld, conditioned or delayed. Furthermore, HT Flatiron shall be deemed to approve any modification if HT Flatiron fails to object to same within ten (10) days after written receipt of a request for approval from the Town. Upon approval (or deemed approval) of any such modification, such modification shall be considered part of the Work. Any change in the Work, whether pursuant to this subsection (b) or otherwise, shall **not** require HT Flatiron to contribute any additional required funds to the Escrow Amount.

(c) No notice to or approval of HT Flatiron shall be required for any material modification to the plans and specifications of the Work which the Town makes and pays for entirely (i.e., Town pays entirely and not out of Contingency).

3. Cost Responsibility. The Town shall be responsible for all costs and expenses necessary for the completion of the Work, subject to the Town being entitled to the use of the Escrow Amount as contemplated herein, and subject to the terms of Section 2 above. Upon the earlier of completion of the Work or the Completion Deadline, any and all of the remaining Escrow Amount shall be promptly returned to HT Flatiron within 15 days after such date

4. Disbursements.

(a) From time to time as the Work progresses, but no more than twice in any calendar month, the Town shall prepare a request for distribution (each a "Request") and submit same to Escrow Agent and HT Flatiron. The respective Request shall: (a) specify, by separate line item for each of the contractors associated with the Request at issue, the portion of the Escrow Amount to be disbursed to pay the costs and expenses for the Work that are specified by such Request ("Requested Escrow Amount"); and (b) represent and warrant to HT Flatiron and Escrow Agent, as of the date of the Request, that to the Town's knowledge: (i) all amounts reflected by each previous Request have been disbursed to the contractors entitled to payment thereof; (ii) there exists no default by the Town under this Agreement, and (iii) other than the Requested Escrow Amount reflected by the Request at issue and other non-delinquent amounts incurred in furtherance of the Work that will thereafter be timely paid, there are no unpaid costs or expenses arising out of the Work that could give rise to any mechanic's or materialman's liens.

(b) Provided that the Request complies with the provisions of subsection (a)

immediately above and HT Flatiron has not provided an "Objection Notice" (herein so called) within seven (7) business days after HT Flatiron's receipt of the Request, Escrow Agent shall promptly disburse to the Town (or the applicable payee(s) designated by the Town) the Requested Escrow Amount as provided in the respective Request. To the extent that it is disbursed to the Town, the Town shall cause all such amounts to be delivered to the applicable contractor prior to delinquency. If Escrow Agent shall have received an Objection Notice to any Request within the time period herein prescribed, Escrow Agent shall refuse to comply with any requests or demands on Escrow Agent contained in the Request to which such Objection Notice relates and shall continue to hold that applicable Escrow Amount that is the subject of the Objection Notice until Escrow Agent receives either (i) a written notice signed by both HT Flatiron and the Town stating who is entitled to such portion of the Escrow Amount, or (ii) a final non-appealable order of a court of competent jurisdiction directing disbursement of the Escrow Amount in a specific manner, and in either case, Escrow Agent shall then disburse the Escrow Amount, or such portion thereof as is specified in such joint notice or order, in accordance with such joint notice or order. Any Objection Notice that relates to only a portion of the Request shall not result in the Escrow Agent being unable to fund the remainder. Failure to send an Objection Notice with regard to any particular Request shall in no way be deemed a waiver of such party's rights hereunder to give an Objection Notice with regard to any future Request.

5. Term. Notwithstanding anything contained herein to the contrary, in the event that any portion of the Escrow Amount has not been disbursed by the Completion Deadline, then without prejudice to any other rights or remedies available to the parties at such time, any portion of the Escrow Amount held by Escrow Agent on such date shall be disbursed to HT Flatiron. Upon such disbursement, Escrow Agent shall thereafter have no further rights or obligations under this Agreement.

6. Fees. With respect to HT Flatiron's obligation for payment of the Fees, any and all Fees paid shall be at the same rate the Town would have to pay if the Town was obligated to pay the same. The Town shall follow all of its ordinances and code with respect to the foregoing. It shall further provide all calculations and documentation substantiating such Fees. HT Flatiron shall pay the Fees as invoiced within ten (10) business days of receipt of the invoice from the Town. Payment of the Fees by HT Flatiron is in addition to, and separate from, the payment of the Escrow Amount.

7. Escrow Agent Provisions.

(a) Escrow Agent's sole obligation shall be to make disbursements in accordance with the provisions of this Agreement. Escrow Agent may rely upon and shall be protected in acting or refraining from acting upon any written instrument, instruction or request furnished to it hereunder and believed by it in good faith to be genuine and to have been signed or presented for delivery to Escrow Agent by HT Flatiron, the Town, or any third party to which this Agreement applies in the particular context. Escrow Agent may resign as escrow agent hereunder, for any reason or no reason, upon providing at least fifteen (15) days' prior written notice to the parties herein.

(b) Escrow Agent, as part of the consideration for the acceptance of this Agreement, shall not be liable for any acts or omissions done in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice with respect to such rights and powers and shall not be liable for any acts taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall in no event be liable for any claims, demands or losses for any damages made or suffered by any party, except such as may arise through or be caused by its willful default or

negligence hereunder.

(c) In the event of any controversy regarding the possession or delivery of any of the funds held in escrow by Escrow Agent, Escrow Agent reserves the right for its protection only and not by way of any right reserved or to be exercised by or for the benefit of the HT Flatiron or the Town, to retain possession of all money and/or other property held by Escrow Agent pursuant to the terms of this Agreement and all papers executed in connection with or concerning this Agreement until a mutual agreement has been reached by all of the parties to such controversy or delivery is legally authorized and ordered by final non-appealable judgment or decree of a court of competent jurisdiction. Neither HT Flatiron, the Town, or any other party shall have any claim against Escrow Agent by reason of its retaining possession of funds delivered to it in accordance herewith and held in escrow by Escrow Agent, excepting claims that may arise through or be caused by Escrow Agent's willful default or negligence hereunder.

8. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns; provided, however, neither the Town nor HT Flatiron shall assign this Agreement without the other's prior written consent.

(b) All notices, requests, approvals, and other communications required or permitted to be delivered under this Agreement must be in writing and are effective: (1) on the day sent, if: (A) sent on a business day by fax or email; and (B) on the date of sending (i) the sending fax generates a written confirmation of sending, or (ii) a copy of the sent email appears in the sending party's "sent" file or similar storage; or (2) on the date of deposit, if deposited with a nationally recognized, overnight courier service for delivery on or before the next business day; or (3) three (3) business days after being deposited, if deposited on a business day in the United States mail, certified, return receipt requested, postage prepaid; or (4) upon receipt by the intended recipient, if delivered by other means (including personal delivery).

In each instance, such communication must be addressed to HT Flatiron, the Town, or Escrow Agent, as the case may be, at the following addresses, or such updated address as the receiving party has previously designated by at least ten (10) days' prior notice to the other parties hereto:

the Town:

P.O. Box 750
Erie, Colorado 80516
Attention: Town Administrator
Facsimile: (303) ____ - ____
Email: ajkrieger@erieco.gov

with a copy (which shall not constitute notice) to:

P.O. Box 750
Erie, Colorado 80516
Attention: Parks and Recreation Director
Facsimile: (303) ____ - ____
Email: fbuller@erieco.gov

HT Flatiron:

c/o Hines Interests Limited Partnership
1515 Wynkoop, Suite 390
Denver, Colorado 80202
Attention: Chad Murphy & Dave Klebba
Facsimile: (303) 573-8808
Email: chad.murphy@hines.com & dave.klebba@hines.com

with a copy (which shall not constitute notice) to:

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attn: Rick Haan
Facsimile: (214) 999-9242
Email: rick.haan@tklaw.com

Escrow Agent:

8055 E Tufts Avenue, Suite 300
Denver, Colorado 80237
Attn: Peppy Newton
Facsimile: (303) 633-7626
Email: pnewton@fnf.com

(c) Any changes in the terms and conditions hereof may only be made in writing and shall be effective only if signed by the Town and HT Flatiron. Any such changes that affect Escrow Agent's duties and obligations herein must be signed by Escrow Agent, as well. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Facsimiles or "PDFs" of original signatures, whether transmitted by fax or by email or otherwise, are binding as originals

(d) In the event that any litigation arises in connection with this Agreement, it is hereby agreed that the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs. The mere failure or delay in exercising any remedy under this Agreement shall not constitute a waiver of the claims associated with same.

(e) The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement 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.

(f) In the event there is any fee charged by Escrow Agent for acting as the escrow agent hereunder, such fee shall be paid for by HT Flatiron.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the Effective Date.

HT FLATIRON:

HT FLATIRON LP,
a Delaware limited partnership

By: Hines Flatiron Associates Limited Partnership,
a Texas limited partnership
its general partner

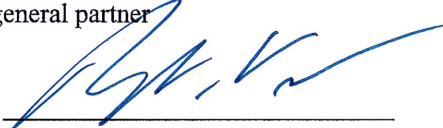
By: Hines Flatiron GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: 

 Robert W. Witte
Senior Managing Director

THE TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

ESCROW AGENT:

FIDELITY TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

[see following 4 pages]

Bid Tabulation

March 22, 2017

Star Meadows Park Construction (PR-17-05)

Goodland Construction

Goodland Construction - REVISED

NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	% OF AVERAGE	EXTENSION	QTY	UNITS	UNIT PRICE	% OF AVERAGE	EXTENSION
START-UP											
	Traffic control	1	LS	\$ 7,500.00	90%	\$ 7,500.00	1	LS	\$ 7,500.00	90%	\$ 7,500.00
	Site staking/surveying	1	LS	\$ 16,500.00	78%	\$ 16,500.00	1	LS	\$ 16,500.00	78%	\$ 16,500.00
	Temporary construction fence	2485	LF	\$ 5.50	133%	\$ 13,667.50	2485	LF	\$ 5.50	133%	\$ 13,667.50
	Additional Items (List):										
	Mobilization	1	LS	\$ 115,000.00	117%	\$ 115,000.00	1	LS	\$ 115,000.00	117%	\$ 115,000.00
	Staging	1	LS	\$ 6,500.00	100%	\$ 6,500.00	1	LS	\$ 6,500.00	100%	\$ 6,500.00
EROSION CONTROL											
	Silt fence	1325	LF	\$ 3.50	148%	\$ 4,637.50	1325	LF	\$ 3.50	148%	\$ 4,637.50
	Concrete washout	1	EA	\$ 1,250.00	78%	\$ 1,250.00	1	EA	\$ 1,250.00	78%	\$ 1,250.00
	Inlet protection	10	EA	\$ 450.00	92%	\$ 4,500.00	10	EA	\$ 450.00	92%	\$ 4,500.00
	Vehicle tracking control	1	EA	\$ 2,850.00	100%	\$ 2,850.00	1	EA	\$ 2,850.00	100%	\$ 2,850.00
	Sedimentation pond	1	EA	\$ 3,500.00	53%	\$ 3,500.00	1	EA	\$ 3,500.00	53%	\$ 3,500.00
	Seeding and mulching	4.8	AC	\$ 500.00	26%	\$ 2,400.00	4.8	AC	\$ 500.00	26%	\$ 2,400.00
	Fuel containment area	1	EA	\$ 1,500.00	225%	\$ 1,500.00	1	EA	\$ 1,500.00	225%	\$ 1,500.00
	Erosion control maintenance (months)	6	EA	\$ 850.00	38%	\$ 5,100.00	6	EA	\$ 850.00	38%	\$ 5,100.00
	Additional Items (List):										
	Sediment Control Log	1325	LF	\$ 8.50	165%	\$ 11,262.50	40	LF	\$ 8.50	165%	\$ 340.00
	Curb sock		EA		0%	\$ -		EA		0%	\$ -
	Stablized staging area				0%	\$ -				0%	\$ -
	Curb Rock Socks	20	EA	\$ 125.00	180%	\$ 2,500.00	20	EA	\$ 125.00	180%	\$ 2,500.00
DEMOLITION											
	Demo existing curb and gutter	105	LF	\$ 10.50	41%	\$ 1,102.50	105	LF	\$ 10.50	41%	\$ 1,102.50
	Demo existing sidewalk	710	SF	\$ 2.50	24%	\$ 1,775.00	710	SF	\$ 2.50	24%	\$ 1,775.00
	Sawcut asphalt	300	LF	\$ 4.25	67%	\$ 1,275.00	300	LF	\$ 4.25	67%	\$ 1,275.00
	Demo existing asphalt	590	SF	\$ 3.25	13%	\$ 1,917.50	590	SF	\$ 3.25	13%	\$ 1,917.50
	Clear and grub vegetation	338500	SF	\$ 0.025	100%	\$ 8,462.50	338500	SF	\$ 0.025	100%	\$ 8,462.50
	Additional Items (List):										
UTILITIES - STORM DRAINAGE SYSTEM											
	Storm line - 6" PVC SDR 35 (underdrain connections)	50	LF	\$ 45.00	93%	\$ 2,250.00	50	LF	\$ 45.00	93%	\$ 2,250.00
	Storm line - 15" RCP	480	LF	\$ 75.00	84%	\$ 36,000.00	480	LF	\$ 75.00	84%	\$ 36,000.00
	Cleanout - Underdrain, foundation drain or roof drain	3	EA	\$ 650.00	120%	\$ 1,950.00	3	EA	\$ 650.00	120%	\$ 1,950.00
	Inlet - Type 13 (3' depth)	3	EA	\$ 5,850.00	123%	\$ 17,550.00	3	EA	\$ 5,850.00	123%	\$ 17,550.00
	Inlet - 3' Combination (3' depth)	1	EA	\$ 6,650.00	109%	\$ 6,650.00	1	EA	\$ 6,650.00	109%	\$ 6,650.00
	Manhole - 4' (5' depth, w/ grated pedestrian rated lid)	3	EA	\$ 4,100.00	80%	\$ 12,300.00	3	EA	\$ 4,100.00	80%	\$ 12,300.00
	24" Sidewalk Chase	12	LF	\$ 285.00	116%	\$ 3,420.00	12	LF	\$ 285.00	116%	\$ 3,420.00
	Additional Items (List):										
	Storm Line - 15" PVC	380	LF	\$ 65.00	118%	\$ 24,700.00	380	LF	\$ 65.00	118%	\$ 24,700.00
	Storm Line - 4" PVC										
	3/4" IPEX Mister Waterline	395	LF	\$ 42.50	100%	\$ 16,787.50	395	LF	\$ 42.50	100%	\$ 16,787.50
ELECTRICAL											
Electrical Service:											
	New Excel Tranformer	0	LS	\$ -	0%	\$ -	0	LS	\$ -	0%	\$ -
	New Power Pedestal P1	1	LS	\$ 12,555.00	91%	\$ 12,555.00	1	LS	\$ 12,555.00	91%	\$ 12,555.00
	New Service Entrance feeder (#3)	1	LF	\$ 5,725.00	148%	\$ 5,725.00	1	LF	\$ 5,725.00	148%	\$ 5,725.00
General Power and Lighting:											
	General Receptacle	5	EA	\$ 420.00	109%	\$ 2,100.00	5	EA	\$ 420.00	109%	\$ 2,100.00
	Recpt & Ltg Branch Circuit	600	LF	\$ 14.00	105%	\$ 8,400.00	600	LF	\$ 14.00	105%	\$ 8,400.00
	Fiber Optic	1	LS	\$ 42,500.00	104%	\$ 42,500.00	1	LS	\$ 42,500.00	104%	\$ 42,500.00
Misting Pumps Power											
	Misting Pumps Power	1	LS	\$ 5,335.00	95%	\$ 5,335.00	1	LS	\$ 5,335.00	95%	\$ 5,335.00
	Additional Items (List):										
SITE CONSTRUCTION											
	Stripping and stockpile topsoil	4.8	AC	\$ 3,125.00	130%	\$ 15,000.00	4.8	AC	\$ 3,125.00	130%	\$ 15,000.00
	Place stockpiled topsoil	3910	CY	\$ 4.00	123%	\$ 15,640.00	3910	CY	\$ 4.00	123%	\$ 15,640.00
	Pavement subgrade prep (36" depth)	5300	CY	\$ 7.00	133%	\$ 37,100.00	5300	CY	\$ 7.00	133%	\$ 37,100.00
	Cut, fill and compact onsite material	19100	CY	\$ 5.80	80%	\$ 110,780.00	19100	CY	\$ 5.80	80%	\$ 110,780.00
	Concrete flatwork	28165	SF	\$ 7.50	116%	\$ 211,237.50	28165	SF	\$ 7.50	116%	\$ 211,237.50
	Colored concrete at Plaza	1105	SF	\$ 16.50	59%	\$ 18,232.50	1105	SF	\$ 16.50	59%	\$ 18,232.50
	Crusher fines	6650	SF	\$ 3.10	125%	\$ 20,615.00	6650	SF	\$ 3.10	125%	\$ 20,615.00
	Sandblasting	1	LS	\$ 11,150.00	47%	\$ 11,150.00	1	LS	\$ 11,150.00	47%	\$ 11,150.00
	Colored concrete at Sundial	320	SF	\$ 23.50	42%	\$ 7,520.00	320	SF	\$ 23.50	42%	\$ 7,520.00
	Concrete at Sundial	240	SF	\$ 12.50	38%	\$ 3,000.00	240	SF	\$ 12.50	38%	\$ 3,000.00
	Concrete Phases of the Moon Table	35	LF	\$ 410.00	96%	\$ 14,350.00	35	LF	\$ 410.00	96%	\$ 14,350.00
	Colored concrete seat walls	75	LF	\$ 310.00	61%	\$ 23,250.00	75	LF	\$ 310.00	61%	\$ 23,250.00
	Additional Items (List):										
	Import		CY		0%	\$ -		CY		0%	\$ -
	Export	1440	CY	\$ 16.50	96%	\$ 23,760.00	1440	CY	\$ 5.80	34%	\$ 8,352.00
	Concrete pads for electrical										
	Backflow and enclosure										
	3/4" PEX pipe										
PARKING LOT											
	Asphalt paving - 6.5"	380	tons	\$ 115.00	85%	\$ 43,700.00	380	tons	\$ 115.00	85%	\$ 43,700.00
	Concrete curb & gutter-6"vertical, 1' pan	660	LF	\$ 27.50	111%	\$ 18,150.00	660	LF	\$ 27.50	111%	\$ 18,150.00



DATE: April 17, 2017

TO: Shanen Weber
Design Concepts

FROM: Jim Pokorny
GoodLand Construction, Inc.

RE: Star Meadow Park

Dear Shanen:

Thank you for the opportunity to work with you on your exciting project. The following are the corrections to our bid proposal per our conversation:

Bid Items	Quantity	Unit Price	Total Cost
<u>Original Bid</u>			
Sediment Control Logs	1,325 LF	\$ 8.50	\$11,262.50
Export Soil	1,440 CY	\$16.50	\$23,760.00
Concrete Mow Band	605 LF	\$18.50	\$11,192.50
Backstop	1 LS	\$36,110.00	<u>\$36,110.00</u>
TOTAL			\$82,325.00
<u>Corrected Bid</u>			
Sediment Control Logs	40 LF	\$ 8.50	\$ 340.00
Cut & Fill Soil	1,440 CY	\$ 5.80	\$ 8,352.00
Concrete Mow Band	80 LF	\$18.50	\$ 1,480.00
Backstop	1 LS	\$4,025.00	<u>\$ 4,025.00</u>
TOTAL			\$14,197.00
TOTAL DIFFERENCE			\$68,128.00

If you have any questions regarding the above please do not hesitate to call me. Thank you.

760 Nile Street Golden, CO 80401 (303) 278-8100 Fax #(303) 278-0231

Star Park Work Breakout	Cost
Fine Grading	\$ 13,450
Soil Preparation and sod	\$ 141,225
Permenant Irrigation System	\$ 155,650
Irrigation Controller	\$ 3,780
Irrigation Pump	\$ 32,000
Back flow preventer	\$ 3,500
ROW Landscaping and Landscape Buffers	\$ 8,935
Total Hard Cost	\$ 358,540
Contingency (10% of Goodland Bid)	\$ 35,854
	\$ 394,394

EXHIBIT B

[see following 42 pages]

[illegible]

ME

QID SET

Erie, CO

STAR MEADOWS PARK

Erie, Colorado



Drafted By: AJ & SM
 Checked By: LL & SM

The National Tax Court ruled in *Commissioner v. Eftis* (1980) that the IRS could not disallow the deduction of a \$100,000 loan to a corporation for the year 1972, when the loan was made, because the loan was not a "loan" within the meaning of Section 163. The court held that the loan was a "loan" within the meaning of Section 163, and the deduction was allowed.



STAR MEADOWS PARK



NOT TO SCALE

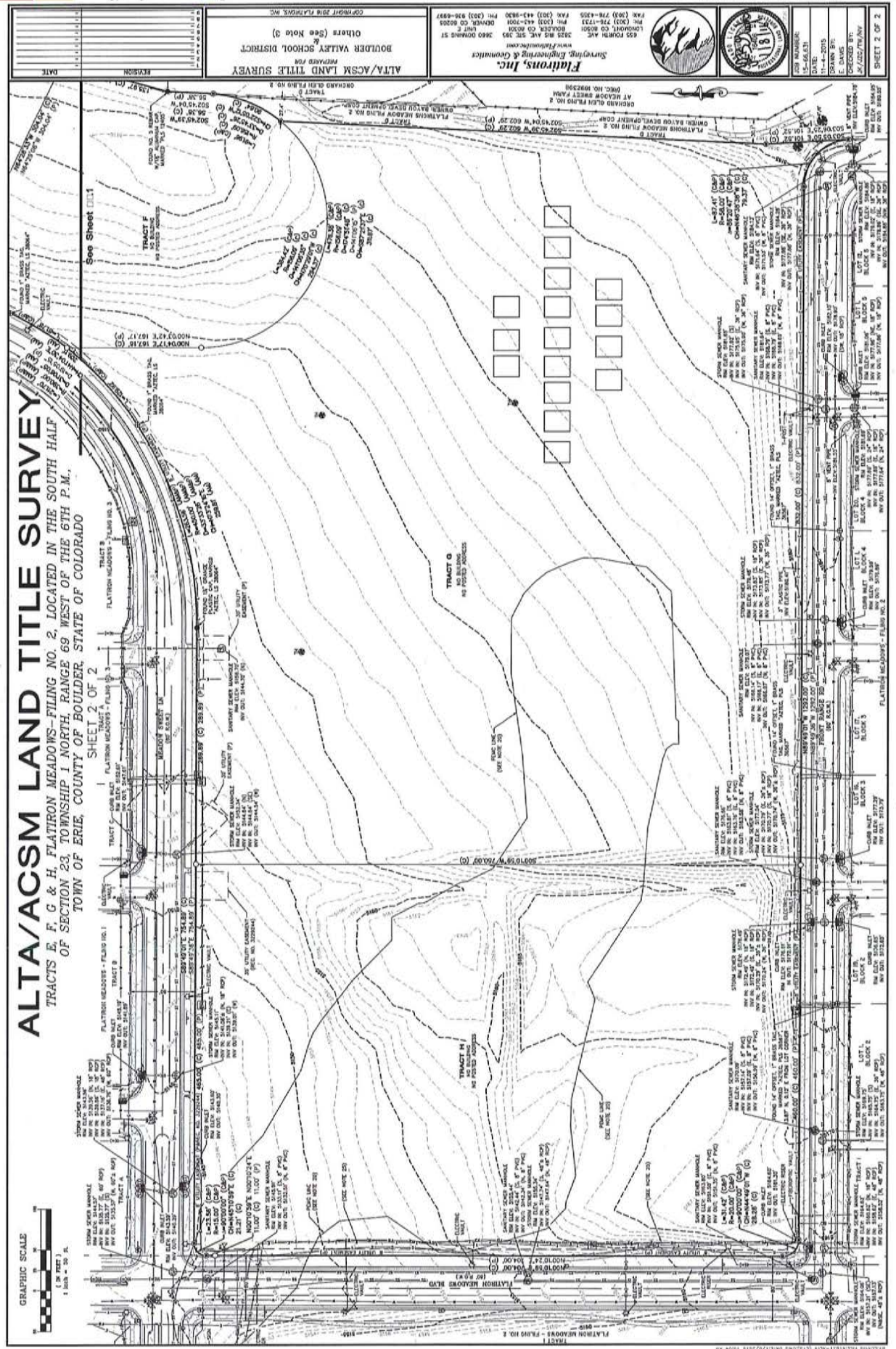
ELETRANET

AND STRUCTURAL ENGINEERING

LEAD OOSTAAT
AND SCAPARTIST

□ □ O □ S □ J A □ I □ S □

COWERS T O O E R I
C O L F O O
E r i e C
C o l l a r e l



ALTA/ACSM LAND TITLE SURVEY

TRACTS E, F, G & H, FLATIRON MEADOWS-FILING NO. 2, LOCATED IN THE SOUTH HALF OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

ALTA/ACSM LAND TITLE SURVEY

BOULDER VALLEY SCHOOL DISTRICT

Others (See Note 3)

Copyright 2018 Flatiron, Inc.

Flatiron, Inc.

Surveying, Engineering & Geomatics

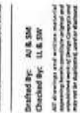
455 Fourth Ave.
 Boulder, CO 80501
 (303) 440-1111
 www.flatironinc.com

Project No. 2023-00

Surveyed For:
 Star Meadows Park
 1000 14th Street, Suite 100
 Boulder, CO 80502
 303.440.1111
 www.townoferie.com



Erie, Colorado



2.

PROPERTY LINE

STORM DRAIN

SEWAGE

WATER

UNDERGROUND

TELEPHONE

ELECTRIC

RAIL

ROAD



1 D P
SECRET 04007

16. The following three statements are true. Which of the following is FALSE?
a. The number of people who are employed in the service sector is increasing.
b. The number of people who are employed in the manufacturing sector is decreasing.
c. The number of people who are employed in the agricultural sector is decreasing.
d. The number of people who are employed in the service sector is decreasing.
17. Which of the following is NOT a true statement?
a. The number of people who are employed in the service sector is increasing.
b. The number of people who are employed in the manufacturing sector is decreasing.
c. The number of people who are employed in the agricultural sector is decreasing.
d. The number of people who are employed in the service sector is decreasing.
18. Which of the following is NOT a true statement?
a. The number of people who are employed in the service sector is increasing.
b. The number of people who are employed in the manufacturing sector is decreasing.
c. The number of people who are employed in the agricultural sector is decreasing.
d. The number of people who are employed in the service sector is decreasing.
19. Which of the following is NOT a true statement?
a. The number of people who are employed in the service sector is increasing.
b. The number of people who are employed in the manufacturing sector is decreasing.
c. The number of people who are employed in the agricultural sector is decreasing.
d. The number of people who are employed in the service sector is decreasing.
20. Which of the following is NOT a true statement?
a. The number of people who are employed in the service sector is increasing.
b. The number of people who are employed in the manufacturing sector is decreasing.
c. The number of people who are employed in the agricultural sector is decreasing.
d. The number of people who are employed in the service sector is decreasing.



Este, Colorado



CO.1

[illegible]

HEATING, VENTILATION,
 AIR CONDITIONING
 EQUIPMENT
 HIGH WATER LINE
 HYDRAULIC



Erie, Colorado



Nucleus



C0.3

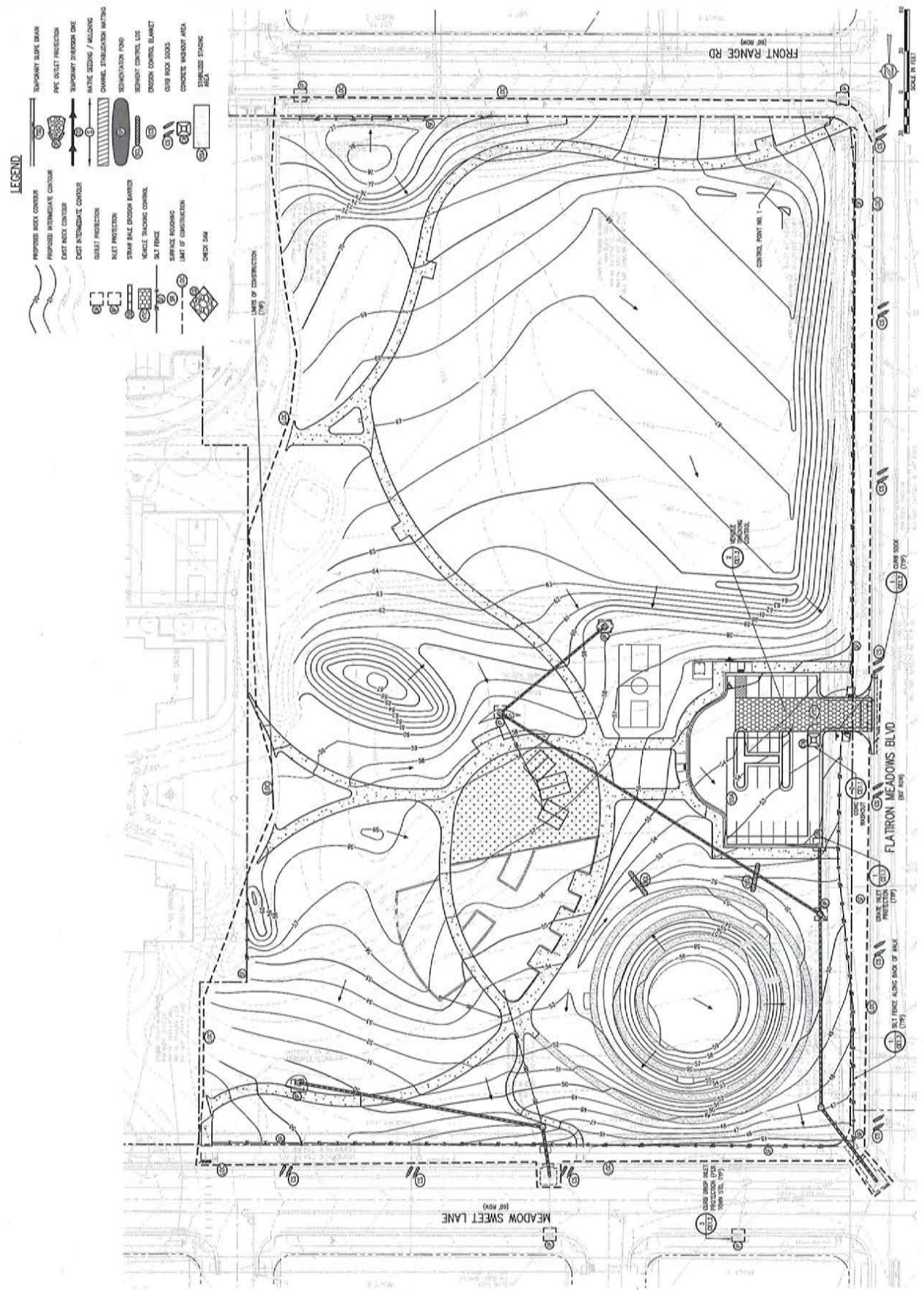


Erie, Colorado



Drafted By: SW & WTP
Checked By: SMM

Erosion Control Plan

CE1.0

STAR MEADOWS PARK

Erie, Colorado

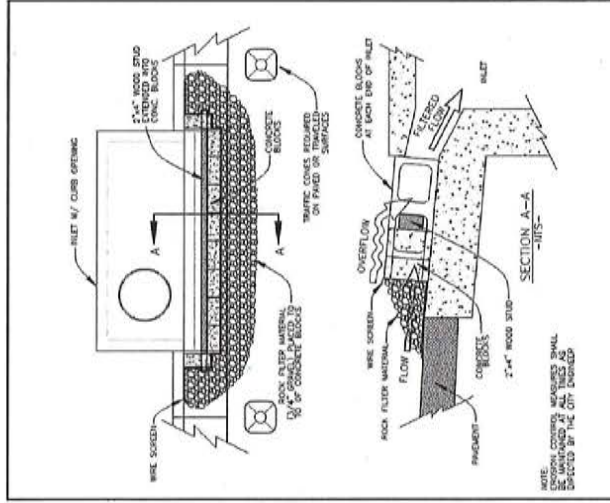


Project No.: 21023.00
 Drawn By: DJ
 Checked By: DJ
 Date: 08/06/2004
 Scale: AS SHOWN
 Title: STAR MEADOWS PARK
 10000, Exp. 12/31/12

Drawn By: DJ & WTP
 Checked By: DJ
 Date: 08/06/2004
 Scale: AS SHOWN
 Title: STAR MEADOWS PARK
 10000, Exp. 12/31/12

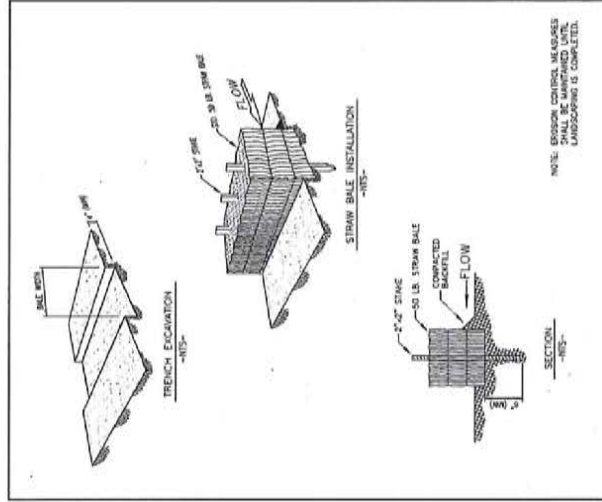
Erosion Control Details

CE1.2



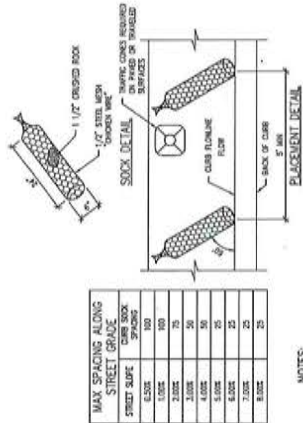
DRAWING TITLE: CURB INLET GRAVEL FILTER
 DRAWING NUMBER: STMS
 DRAWN BY: D. JENKINS
 APPROVED BY: G. BEHLEN
 DATE: 06/2004

INLET PROTECTION DETAIL 1



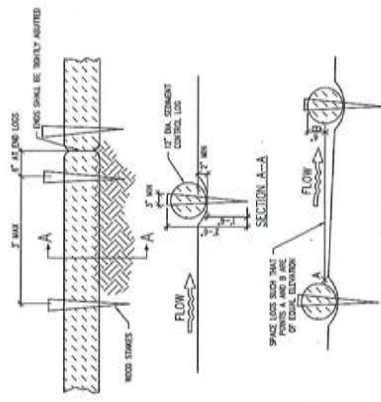
DRAWING TITLE: STRAW BALE EROSION BARRIER
 DRAWING NUMBER: STMS
 DRAWN BY: D. JENKINS
 APPROVED BY: G. BEHLEN
 DATE: 06/2004

STRAW BALE PROTECTION DETAIL 2



MAX SPACING ALONG STREET GRADE CURB SOCK

STREET GRADE	MAX SPACING
0.00%	100'
1.00%	75'
2.00%	50'
3.00%	25'
4.00%	10'
5.00%	5'
6.00%	2.5'
7.00%	1.5'
8.00%	1.0'
9.00%	0.5'
10.00%	0.25'



1. THE SEDIMENT CONTROL LOG SHALL BE PLACED OVER THE CURB AT A MINIMUM OF 2'.
2. THE SEDIMENT CONTROL LOG SHALL BE INSPECTED DAILY DURING AND AFTER ANY CONSTRUCTION ACTIVITIES AND AS REQUIRED DURING CONSTRUCTION.
3. THE SEDIMENT CONTROL LOG SHALL BE REPLACED AT THE END OF CONSTRUCTION IF IT IS DAMAGED OR IF IT IS NO LONGER EFFECTIVE.
4. THE SEDIMENT CONTROL LOG SHALL BE REPLACED AT THE END OF CONSTRUCTION IF IT IS DAMAGED OR IF IT IS NO LONGER EFFECTIVE.
5. THE SEDIMENT CONTROL LOG SHALL BE REPLACED AT THE END OF CONSTRUCTION IF IT IS DAMAGED OR IF IT IS NO LONGER EFFECTIVE.

SEDIMENT CONTROL LOG DETAIL 3



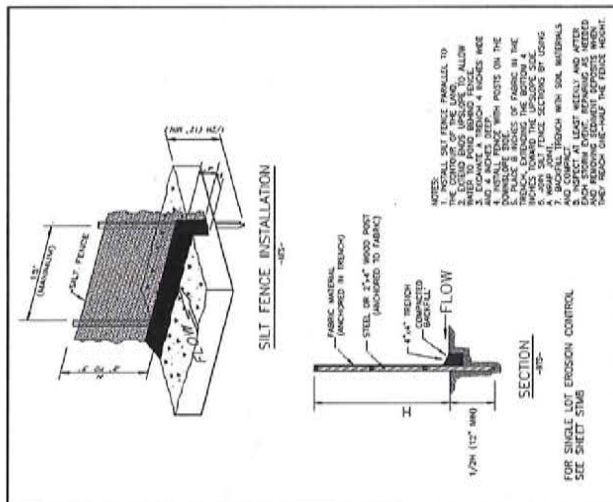
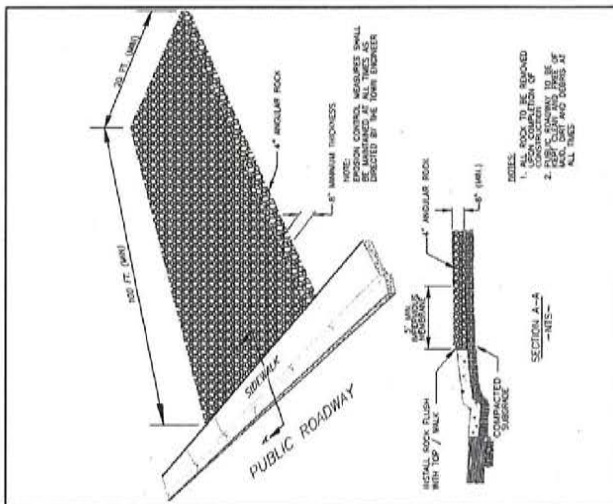
Erie, Colorado



Issued For:	Dates:
100% O/O	11.04.16
50% O/O	12.11.16
50% O/O	01.10.17
100% O/O	02.11.17

Drafted By: SW & WTP
 Checked By: HMM

CE1.3



The Town of
ERIE
COLORADO



ORDERED TITLE TRACKING CONTROL PAD—
CRUSHED ROCK

DRAWING NUMBER: STMSA
DESIGNED BY: D. JENKINS APPROVED BY: C. BEHLEN DATE: 1/2013

The Town of
ERIE
COLORADO



DRAWING TITLE: SILT FENCE EROSION BARRIER
DRAWING NUMBER: STM4
DRAWN BY: D. JENKINS APPROVED BY: BENJEN BARTO 06/2006

VEHICLE TRACKING CONTROL DETAIL

SILT FENCE DETAIL



Project No.: 21653.00	Dates:
Issued For:	11.04.16
ADDN DNs	11.04.16
SOGS CDS	12.03.16
SOGS CDS	12.04.17
ADDN CDS	03.21.17

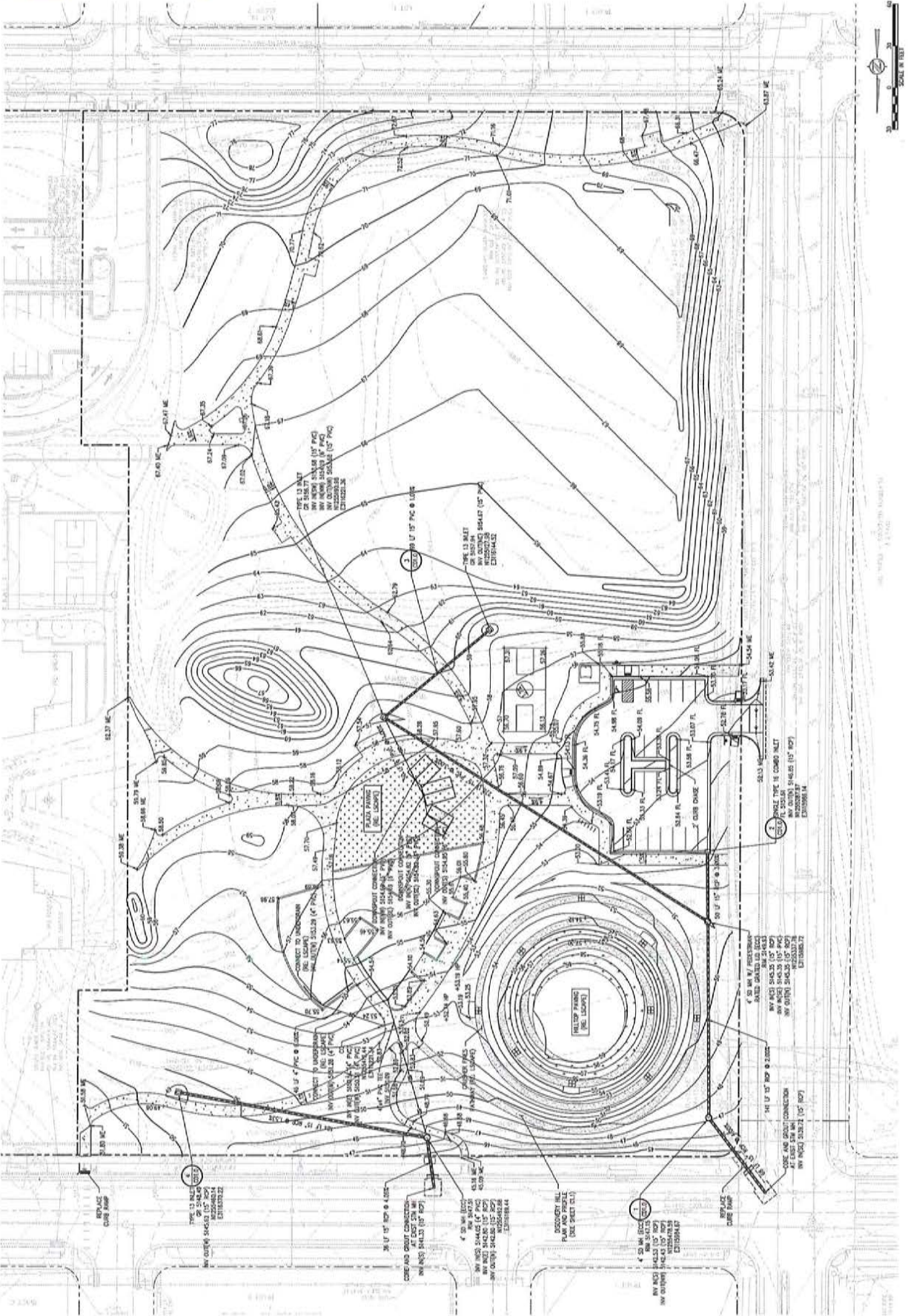
Drafted By:	SW & WTP
Checked By:	HMM

All drawings and exhibits retained.
 Issuance herein constitutes original and
 unaltered work of HMM Company and
 may not be distributed, copied or published.

**Grading and Drainage
Plan**

Grading and Drainage
Plan

C1.0





Community + Landscape Architects
201 Fourth Public Road, Suite 200
Telusone CO 80026
Tel: 303.441.1111



Erie, Colorado



C1.1



DESIGN
CONCEPTS

Consulting Engineers, Architects
211 West 10th Street, Suite 200
Boulder, CO 80502
303.440.1100



STAR MEADOWS PARK

Greeley, Colorado

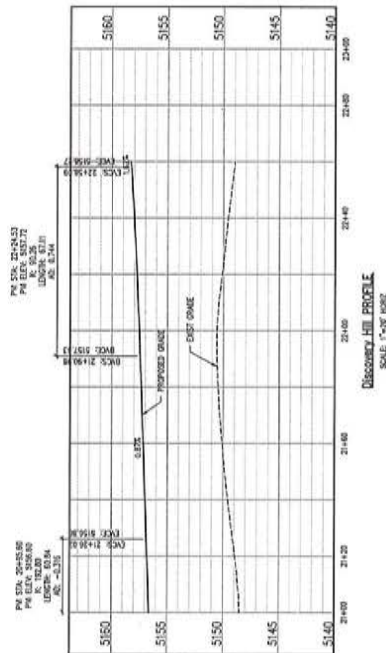
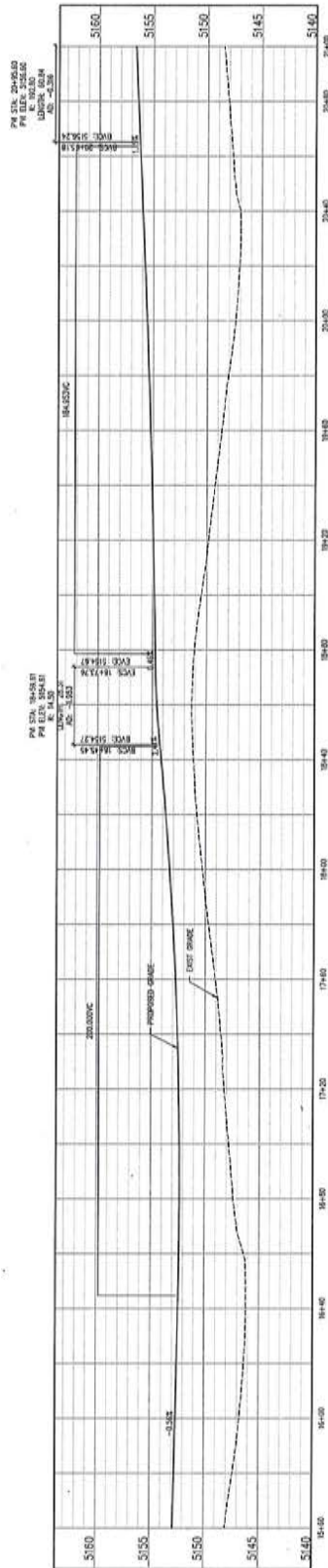


Project No.: 21003.00
Drawn By: J. L. Smith
Checked By: J. L. Smith
Scale: 1"=20' HORIZ
Scale: 1"=5' VERT

Drawn By: J. L. Smith
Checked By: J. L. Smith
Scale: 1"=20' HORIZ
Scale: 1"=5' VERT

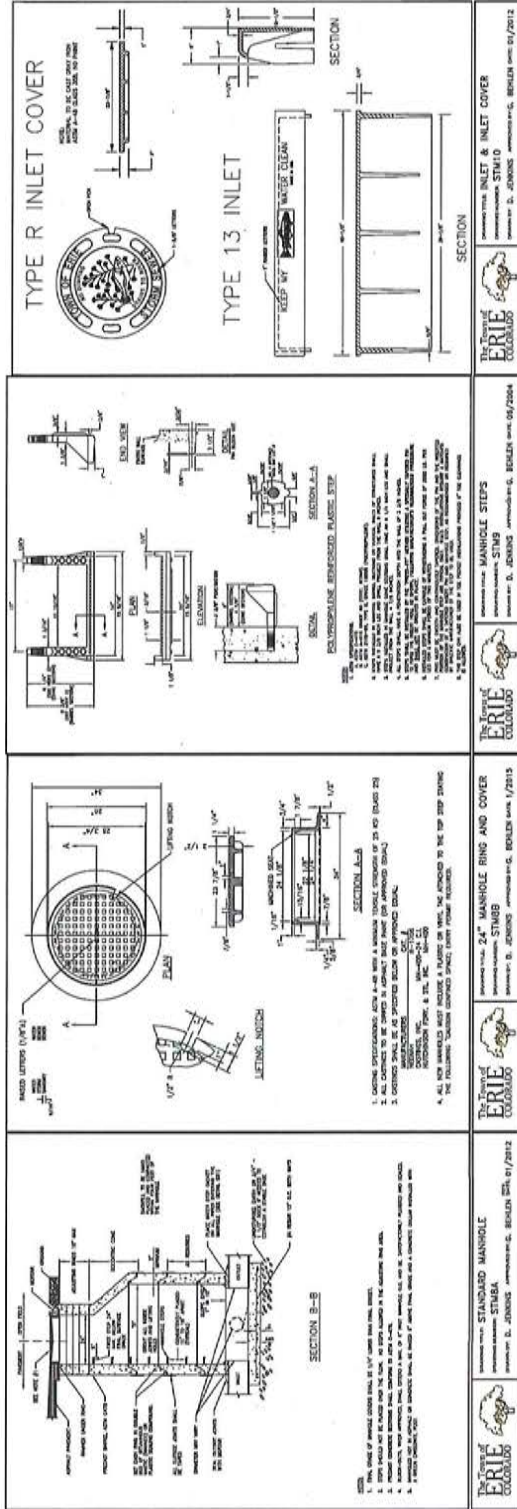
Discovery Hill Profile

C1.2

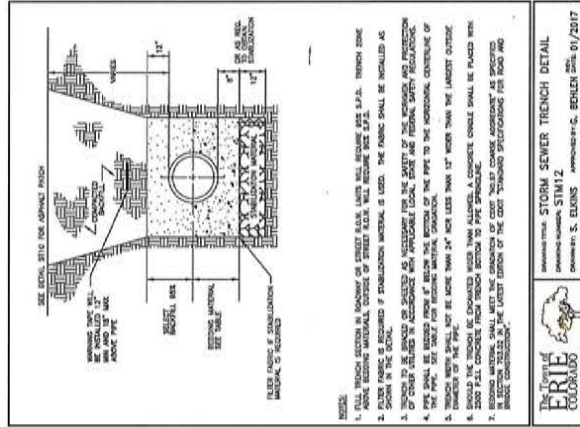


STAR MEADOWS PARK

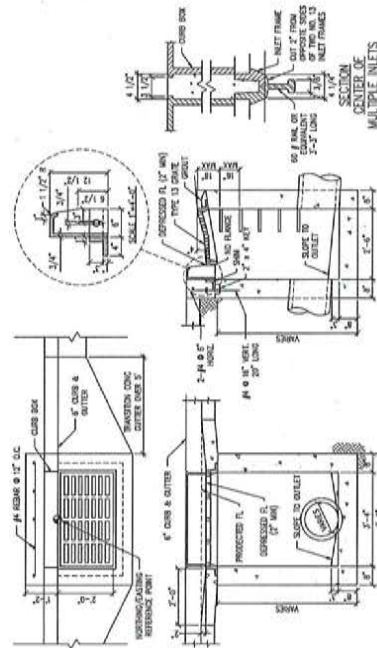
Erie, Colorado



STORM MANHOLE DETAIL



STORM SEWER TRENCH DETAIL



COMBINATION INLET DETAIL



Project No. 2100-1574
Sheet No. 1574-1
Date: 01/2017
Drawn By: D. JOHNSON
Checked By: D. JOHNSON
Approved By: D. JOHNSON

DESIGN DETAILS



Community + Landscape Architects
201 North Pacific Road, Suite 200
Irvine, CA 92618

TOWN OF ERIE
1874

Erie, Colorado

STAR MEADOWS PARK



Project No.: 21623.00

[illegible]

100% DCs	11.54.25
----------	----------

90% C ₂ H ₄	12.33.16
90% C ₂ H ₄	03.24.17

02.21.17

100

Drafted By: JIM A. WATTS
 Checked By: JAMES

all drawings and artists material

business is a good business, it is a business that is not a business.

Horizontal Pooling and

Horizontal Control and

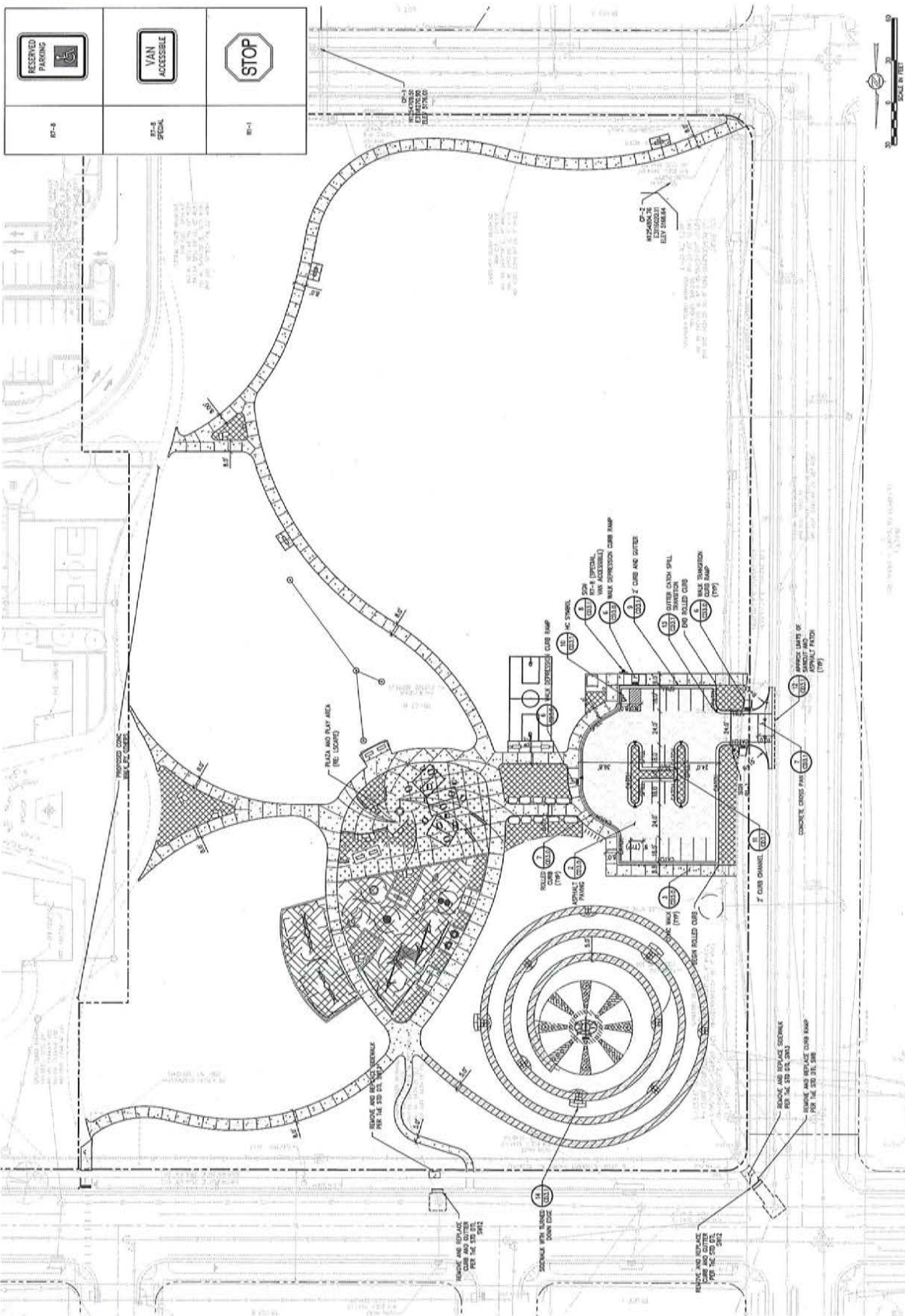
Paving Plan

03

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1

C3.0



STAR MEADOWS PARK
 Erie, Colorado

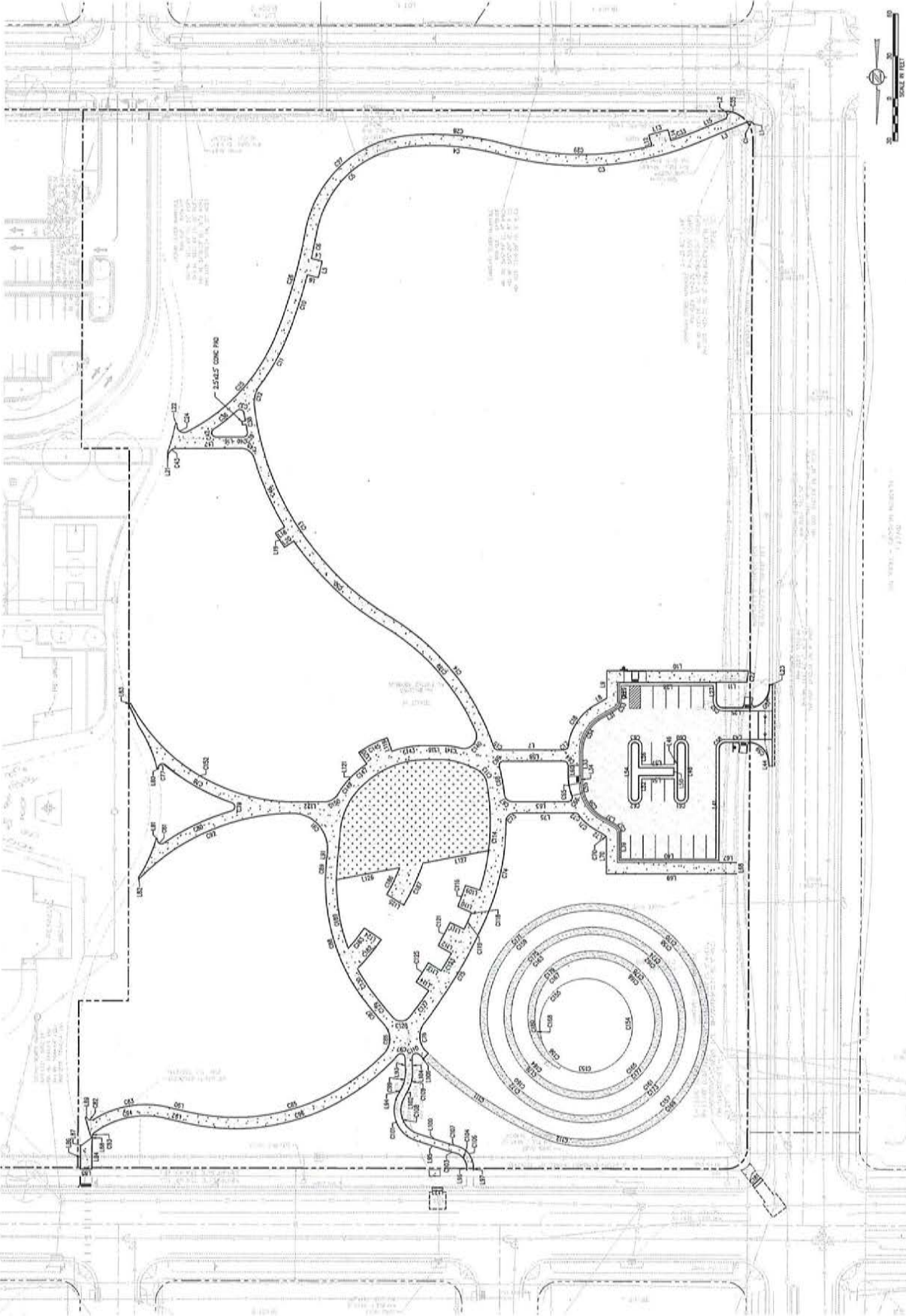


Project No.: 201201-00
 Date: 12/15/11
 Revised For: 12/15/11
 200% CO: 12/15/11
 50% CO: 12/15/11
 100% CO: 12/15/11

Designed By: JRM & WTP
 An American and British registered
 landscape architectural firm
 1000 West 1st Avenue, Suite 200
 Denver, CO 80202
 303.555.1111

Horizontal Control Plan

C3.1





Erie, Colorado



C3.2

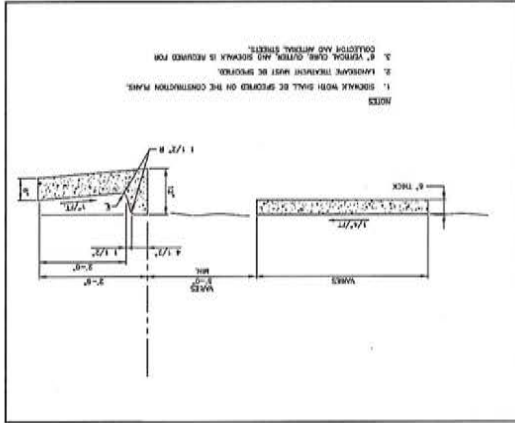
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NOTE:
any tariff data is taken from the customs form.

Checked by: HMM

STAR MEADOWS PARK

Erie, Colorado



6" VERTICAL CURB, GUTTER AND DETACHED SIDEWALK
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Project No.: 13633.00	Issued For:	Order:
	100% CO ₂	11.04.16
	50% CO ₂	12.13.16
	50% CO ₂	01.20.17
	NO SET	02.21.17

Drafted By: HHT
Checked By: ADJ

SITE
ELECTRICAL
PLAN

E1.0

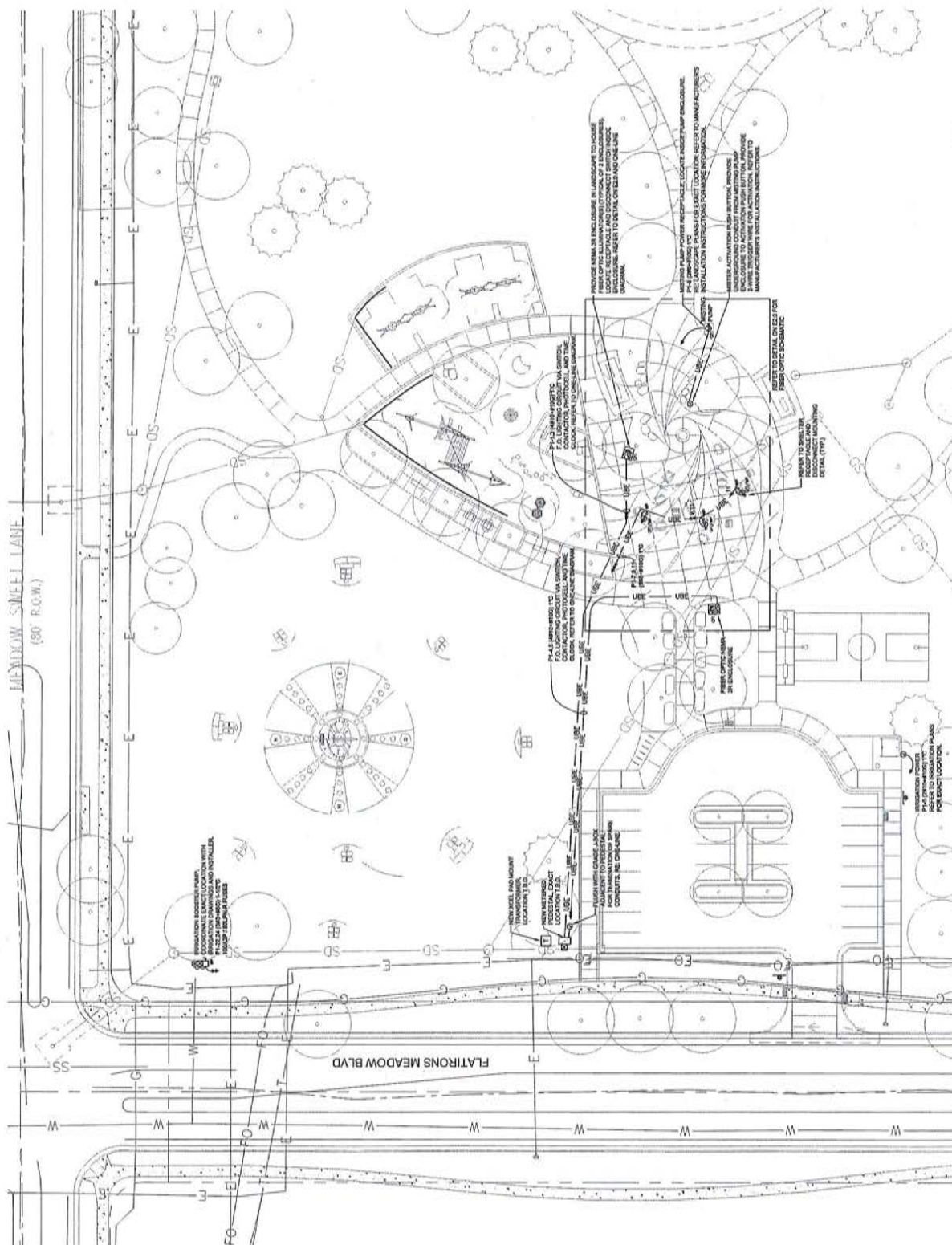


**Know what's below.
Call before you dig.**

LEGEND*

- [illegible]

SITE PLAN GENERAL NOTES

[illegible]

Site Electrical Plan
Scale: 1" = 20'

North
al Plan
Scale: 1" = 20'



Erie, Colorado



Product No.: 21633-00	
Insured To: Builders	
100% COV	\$1,061,816
50% COV	\$2,133,168
90% COV	\$3,202,312
RAT 50%	\$2,373,778

Drafted By: MB	
Checked By: AJJ	

(All drawings and written material representing building contract documents are subject to change without notice or obligation on the part of Design Concepts and may not be duplicated, copied or altered.)

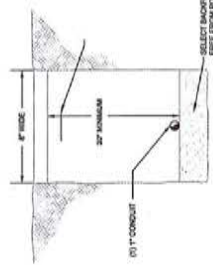
E2.0



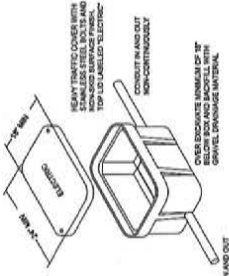
Substrate	MDA-MB-231
Cell line	MDA-MB-231
Concentration	100 nM
Time	24 h
Assay	MTT
Results	IC ₅₀ = 100 nM
Conclusion	MDA-MB-231 cells are sensitive to the treatment with 100 nM of the compound.

MEAN 3/8" ENCLOSURE, 18" x 18" x 47" H. MOUNT AND SECURE TO A CONCRETE FLOOR/CEILING AND WITH THE FANS EXTENDING A MIN. 4" FROM ALL SIDES OF THE ENCLOSURE. THE FANS MUST BE CONNECTED TO 2 CONDUIT SLEEVES FROM BOTTOM OF RECESSED FOR FIBER OPTIC CABLES.

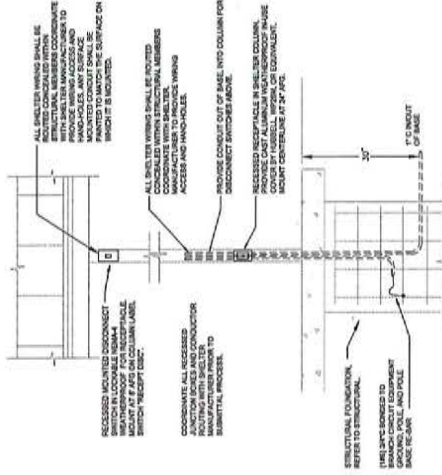
PROVIDE ILLUMINATION WITH PLYWOOD BACK BOARD FOR MOUNTING LUMINOUS TUBES VERTICALLY TO THE BACKBOARD. FIBER OPTIC CONNECTION SHALL BE ORIENTED IN THE DOWNWARD DIRECTION TO EXIT THE TUBES. TUBES THE SLEEVES UNDERGOING TO BE PRESIDENTIAL. THE TUBES SHALL BE CONNECTED TO FIBER OPTIC CABLES BY SYSTEM MANUFACTURER (PENDING ON RECEIPTANCE).

[illegible]

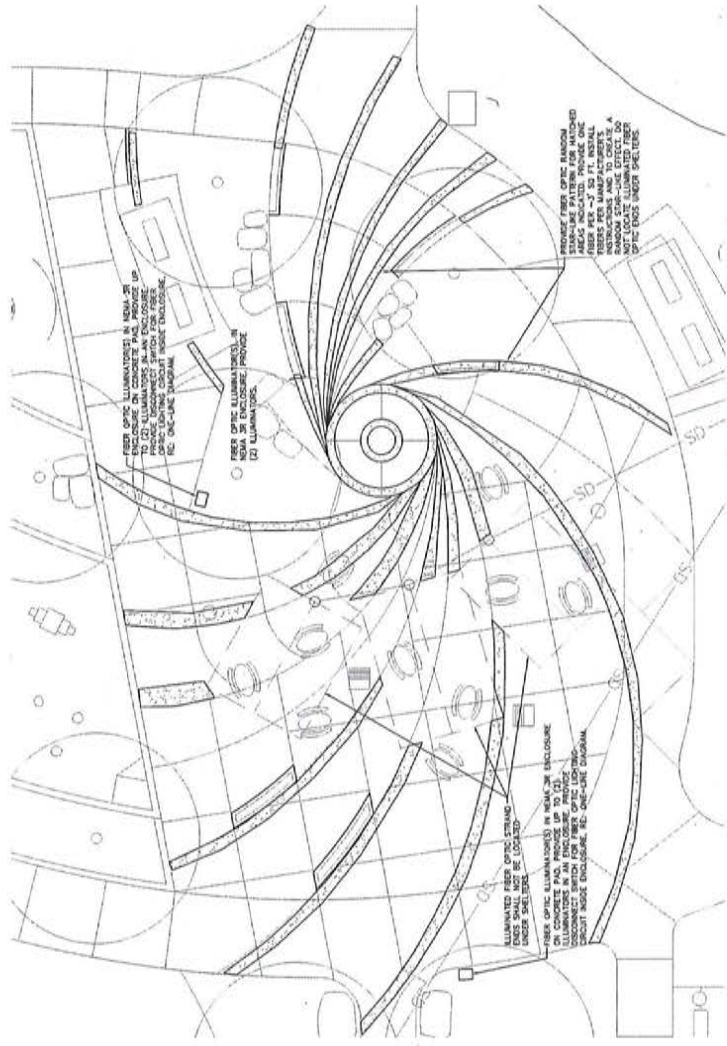
Typical Conduit Trench Detail



Flush with Grade Pull Box Detail



Shelter Receipt Disconnect Mounting Detail



Fiber Optic Lighting Layout Schematic
Scale: 1/8" = 1'-0"



Erie, Colorado

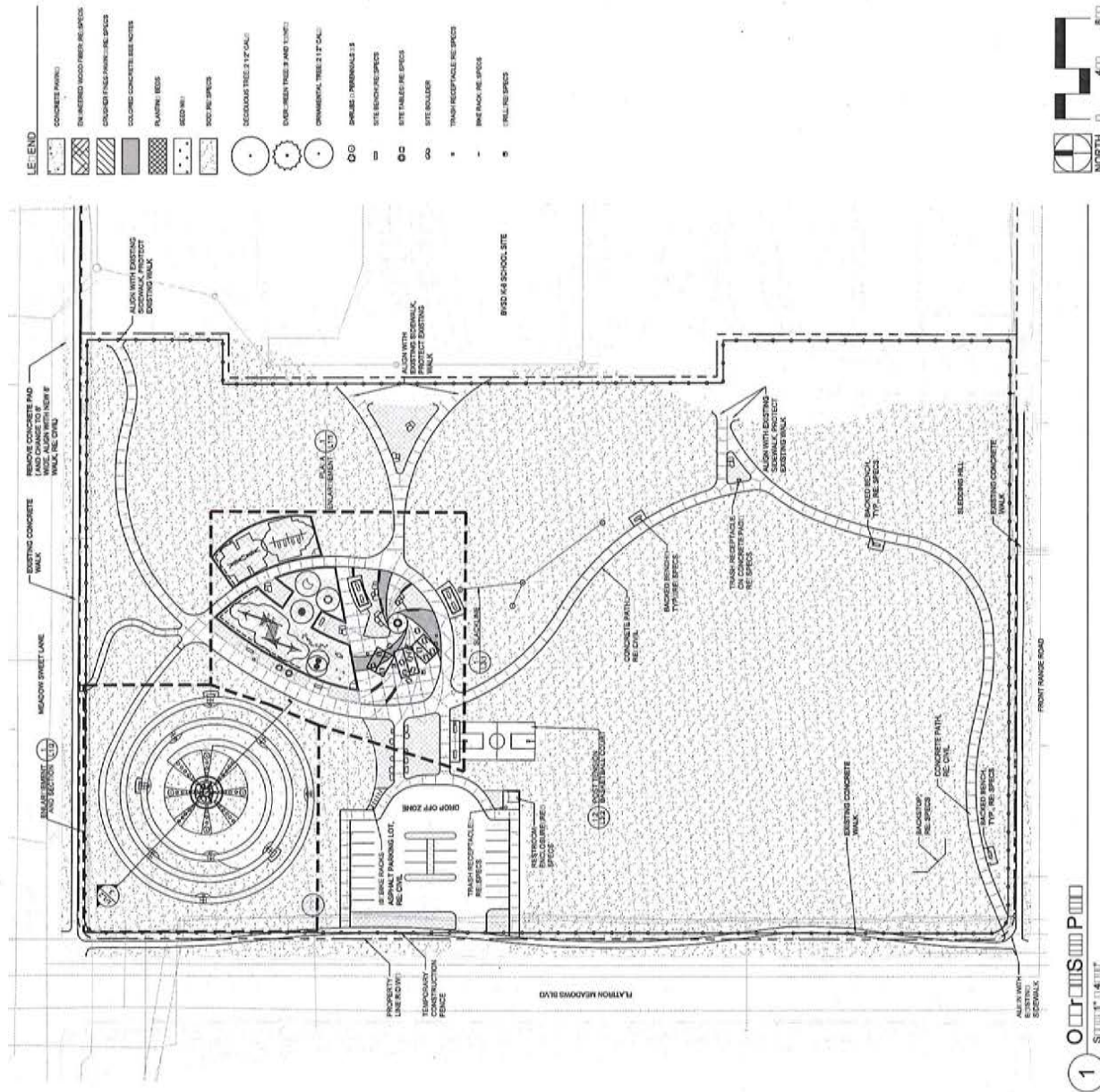


Project No.:	21623.00
Issued For:	Dates:
100% DO	11.04.05
50% COX	12.13.06
50% COX	05.24.07
50% SET	02.21.07

Drafted By: AJ & SM
Checked By: LL & SW

OVERALL SITE
PLAN

01.0



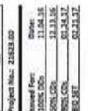
Some Notes

- [illegible]

1 O r S P



Erie, Colorado

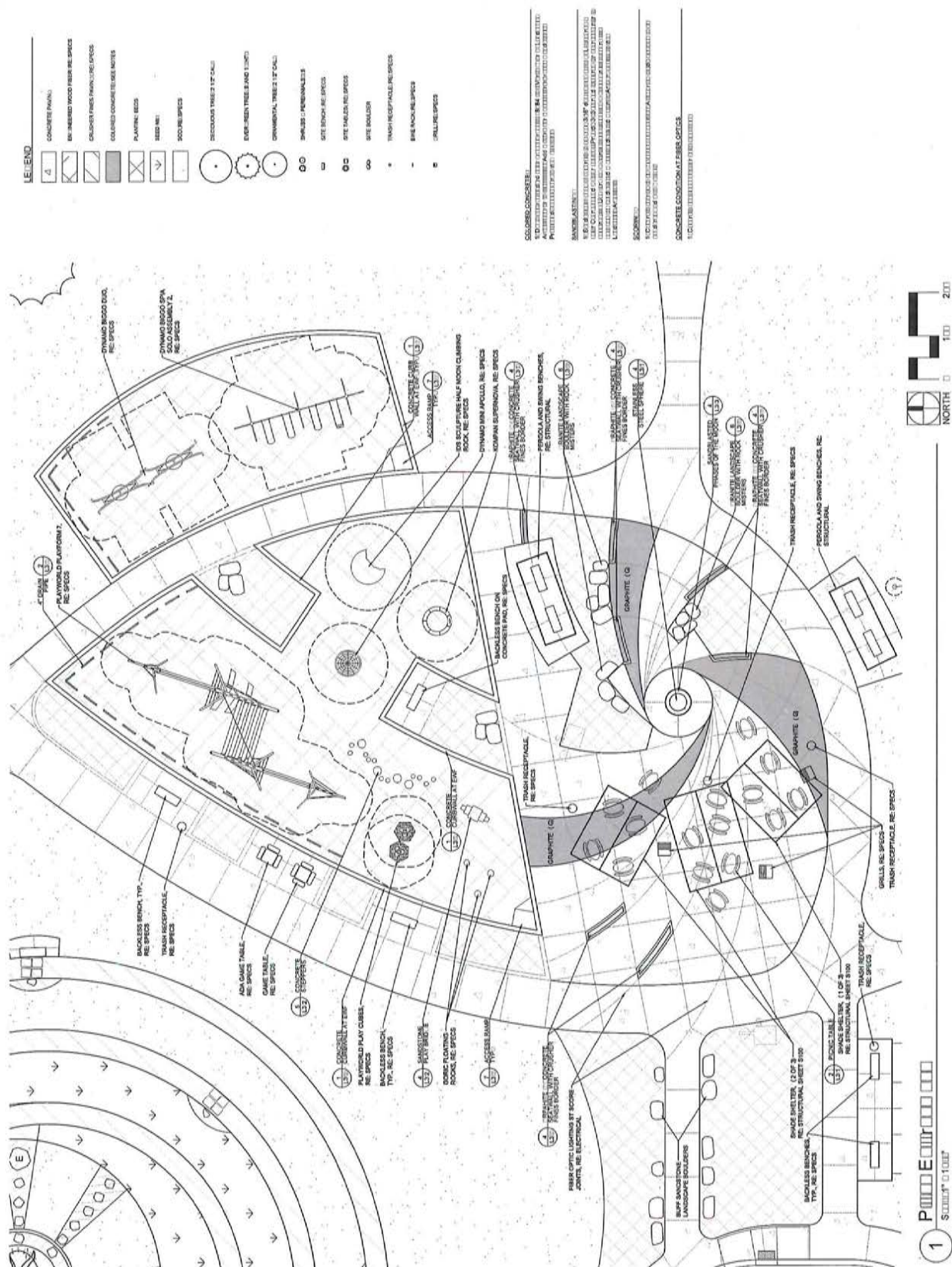


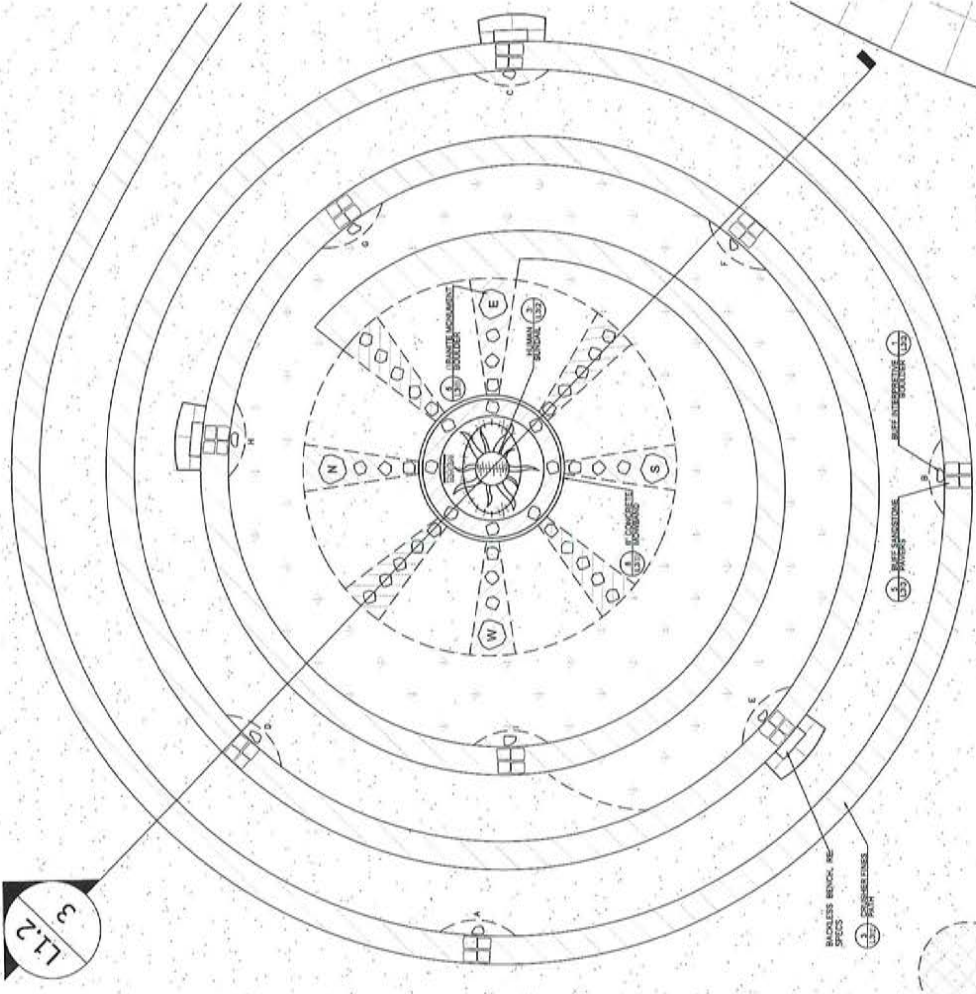
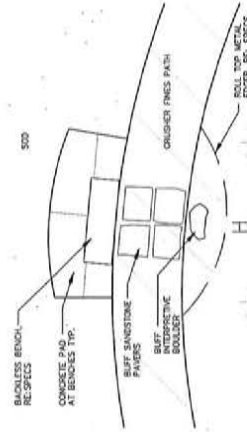
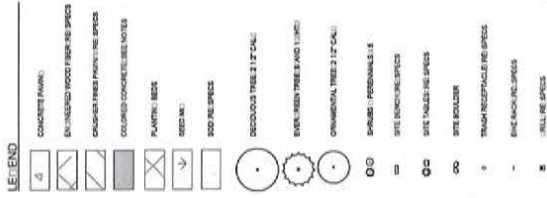
Drafted By: AJ & SM
Checked By: J. B. P.

WETTER: AKA: BROWNE

PLAZA
ENLARGEMENT

□ 1.1







Ede, Colorado



1.



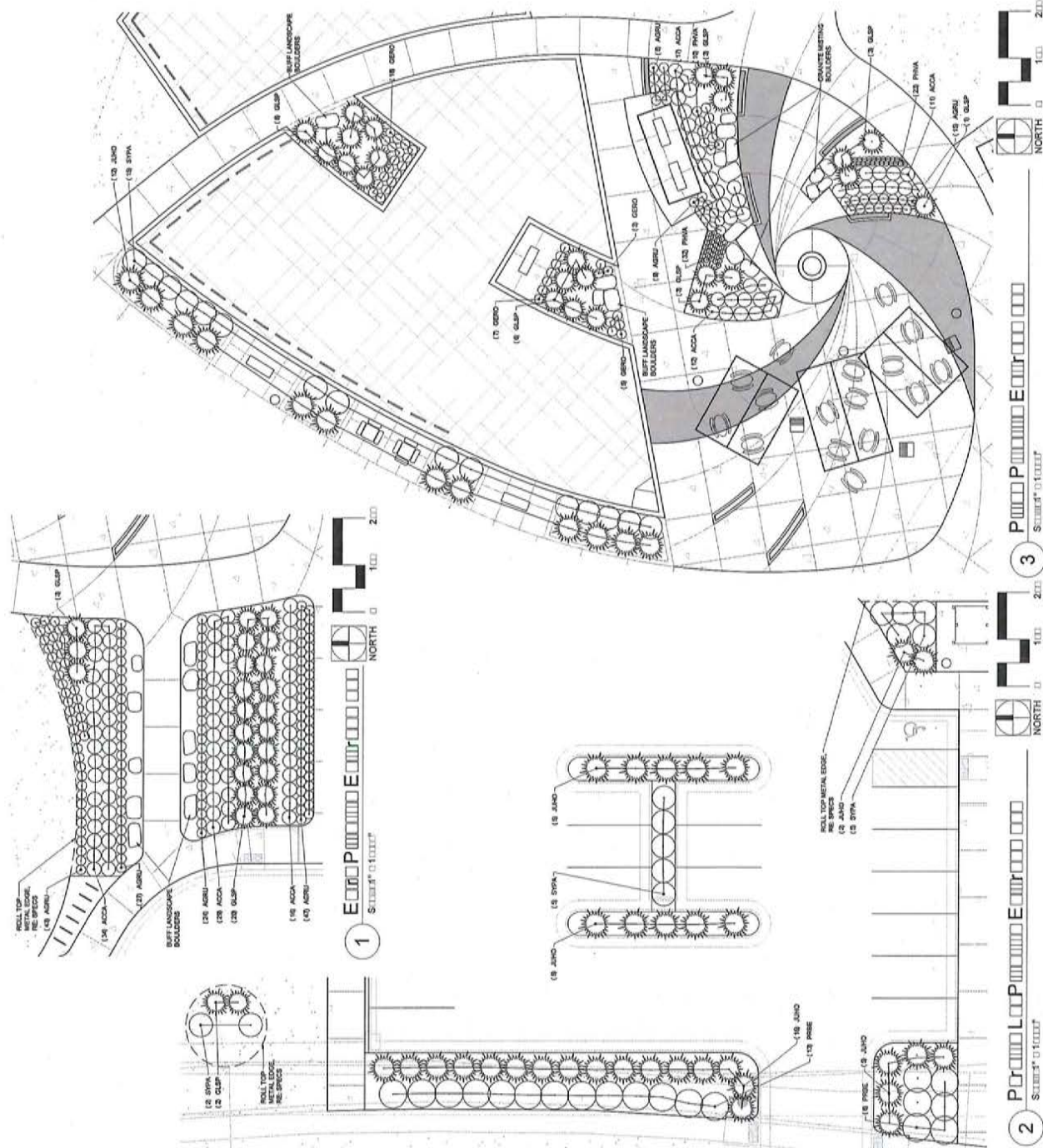
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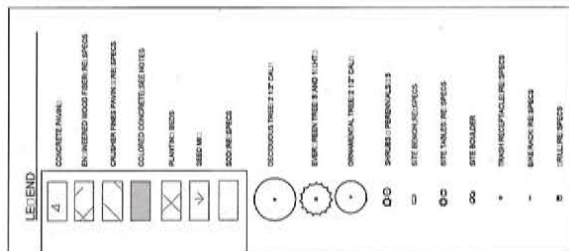
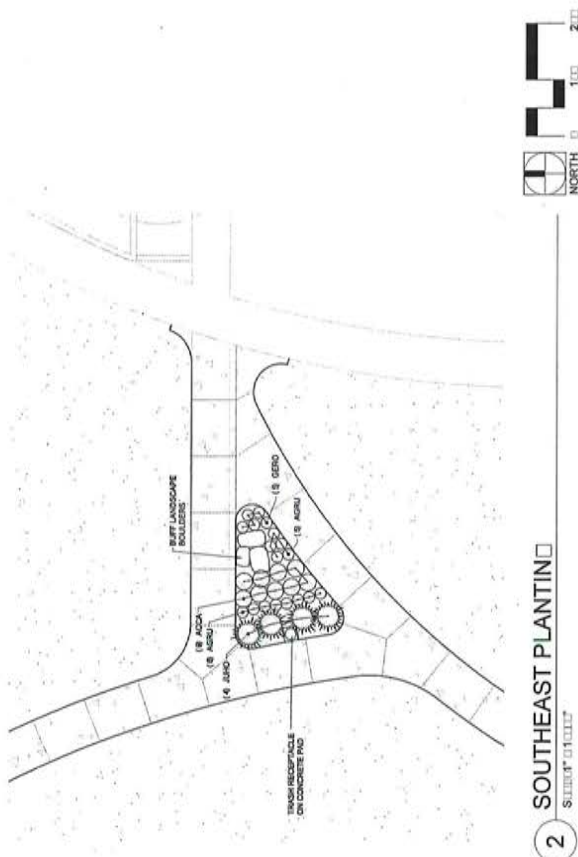
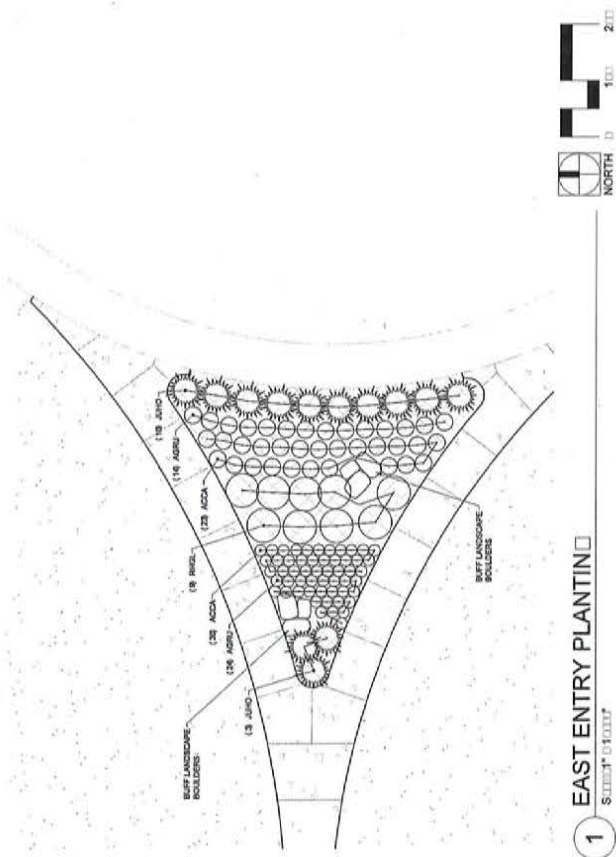
- [illegible]

[illegible][illegible][illegible][illegible]

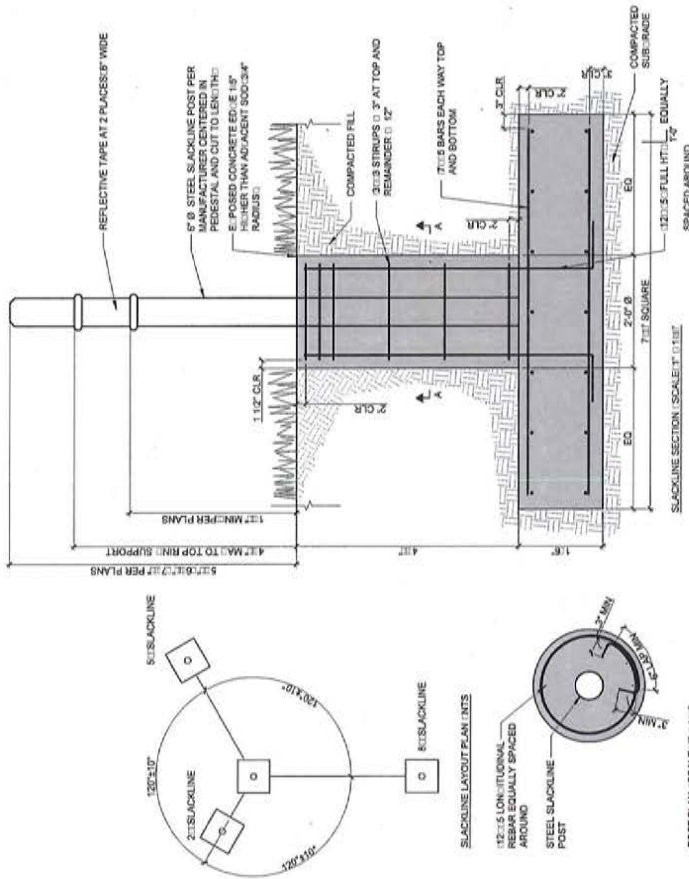
LE-ENO	CONCRETE PAVING	EN-IMBEDDED WOOD/REIN. RE. SPICES	SEED MAT	SOIL RE. SPICES	DECK/OUTLINE TREE 2 1/2" GAL.	EVER-REEN TREE 2.5 AND 3.0" HT.	ORNAMENTAL TREE 2 1/2" GAL.	SHRUBS - JAPONICA/ALBIS	SITE BRANCH/RE SPICES	SITE TABLE RE. SPICES	SITE SLOPE/CL	* TRASH RECYCLABLE RE. SPICES	- BRK INCL RE. SPICES	Ø - WALL RE. SPICES
												*	-	Ø

PLANT SCHEDULE

[illegible]

[illegible]

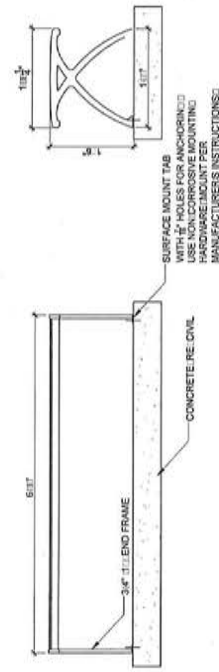
MISTING SYSTEM AT BOULDER



POST PLAN (SCALE 1" = 110')

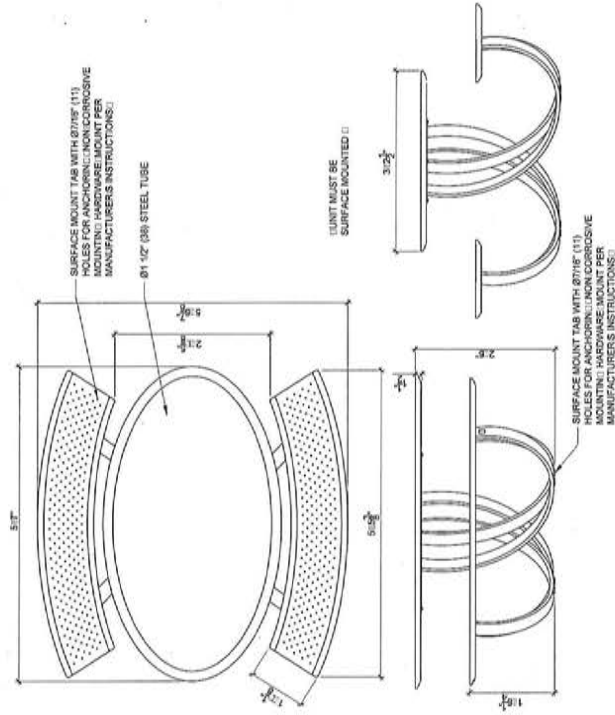
SLACKLINE FOOTING AND LAYOUT

SUITABLE AS INDICATED



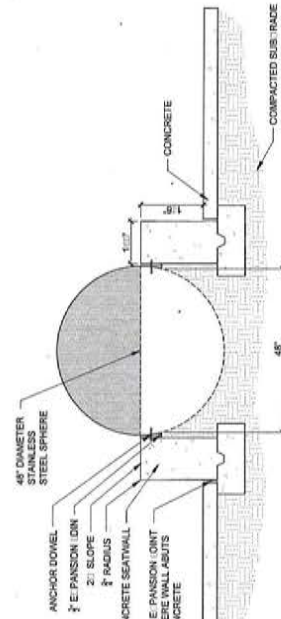
BACKLESS BENCH

Source: 01000



PICNIC TABLE

SUMMIT 01000



STAINLESS STEEL SPHERE

Sum 34° 0100"



Erie, Colorado



Drafted By: AJ & SM
 Checked By: LL & SW

PLANTING DETAILS



COMMON NAME	SCIENTIFIC NAME	VARIETY	P.L.S. POUNDS/MORE
Son Ots Grass	<i>Bouteloua curtipendula</i>	Shin Nuts or Lewington	7
Shi Grass	<i>Bouteloua gracilis</i>	Alma Native or Lewington	4
Bullgrass	<i>Buckleya distachya</i>	Native Grass or T. Texas	4
Songrass	<i>Pennisetum virginicum</i>	Shaved	7
Little Bluestem	<i>Andropogon scoparius</i>	Common or Canebrake	6
Seed Drupped	<i>Sporobolus</i>	Common	2
GRASS RATE POUNDS/ACRE			39

COMMON NAME	SCIENTIFIC NAME	VARIETY	P.L.S. POUNDS/ACRE
Western Weevilgrass	<i>Phalaris amabilis</i>	Amble or Piedmont	12
Crested Wheatgrass	<i>Agropyron cristatum</i>	Egmont	8
Downy Woodpecker	<i>Elymus arvensis</i>	Soddy	9
SEEDING RATE POUNDS PLUS/ACRE			28.00

[illegible]

COUNCIL NAME	SCIENTIFIC NAME	VARIETY	P.L. LEADER
Western whittakers	<i>Persea australis</i>	Amba	8.0
Central whittakers	<i>Persea australis</i>	Epilene	5.0
Seventeenth whittakers	<i>Persea australis</i>	Roder	5.0
Seventeenth whittakers	<i>Persea australis</i>	de El Paso	2.0
Blue gums	<i>Eucalyptus globulus</i>	Longwood	
		Native	
		Richie	5.0
Redgums	<i>Shorea strobilacea</i>	Black	1.0
		Trunk	1.0
SECOND RATE POWERS IN SUMMER	<i>Shorea strobilacea</i>	Green	20.0

[illegible][illegible]

COMMON NAME	SCIENTIFIC NAME	VARIETY	ODZABRE	PUS LEBANJE
Bulbaryras	Bulbocystis	Natina, Boon Natin, Boon Natin, Boon		14
Blue grama	Chenopodium grisea	Alma Native, at Nabula		12
Sand desquiped	Stenobolus cyathoides	Common		4
SEEDING RATE POUNDS PL/ACRE				39
Optional Addition of Barian, Multigrass:				
Strawberry	Amorpha fruticosa	Common	1	
Purple prairie clover	Thermopsis	Common	4	
Gay clover	Lupinus	Common	4	
Mulchgrass	Medicago	Common	3	
Tender water leaves	Trifolium	Common	12	30.75
SEEDING RATE POUNDS PL/ACRE WITH ODZABRE				39

A cross-sectional diagram of a multi-layered pavement system. From top to bottom, the layers are:

- ROADWAY SURFACE**: The topmost thin layer.
- ASPHALT CONCRETE BASE COURSE**: A thicker layer below the surface.
- GRAVEL SUBGRADE**: A layer below the base course, depicted with a stippled pattern.
- GEOTEXTILE**: A horizontal line separating the gravel from the subgrade.
- SUBGRADE**: The bottom-most layer, shown as a solid dark area.

Labels with arrows point to each of these five layers. A bracket on the left side groups the "ROADWAY SURFACE" and "ASPHALT CONCRETE BASE COURSE" layers together, with a label pointing to it that reads: "COMPOSITE PAVEMENT SYSTEM".

[illegible]


The Town of
ERIE
COLORADO

DESIGNED BY: SHRUB & GROUNDCOVER/
PERENNIAL PLANTING DETAIL
DESIGNED NUMBER: P208
DRAWN BY: D. JOHNSON APPROVED BY: C. BERNER, P.E. 01/2008



Erie, Colorado



Drafted By: AJ & SM
Checked By: LJ & SM

IRRIGATION PLAN

11. □

[illegible]

11. Hand dig all branches within diameter of existing lines.
12. Match cover over city lateral pipes at planting beds to be 4" minimum.
13. Repair all branches in existing and with full width and rolls.
14. Provide Owner with a permanent cutback program. The permanent program shall utilize separate programs for every joint method. Configure the contractor to communicate with the Owner sensor as the times are automatically adjusted for local ET on a one-pipe basis.

- | CV | Check Value | Value |
|------|-------------|---------|
| CV | Grading | Grading |
| CV | Manual | Grub |
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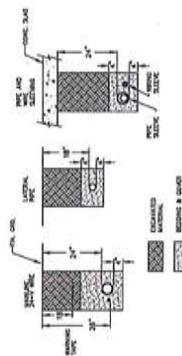
- IRIGATION NOTES:**
1. The system was designed for a static pressure of 30 PSI after the Booster Pumps. The Contractor is warning pressure prior to any installation and notify Landscapes Assoiated if any discrepancies immediately.
2. No irrigation water to begin until final grade has been approved.
3. Locate all needs 4" min. from any wall, walk, or curb, and 12" min. from any curb adjacent to parking stall.
4. Run all mainlines 2" underground from top of pipe. Run all laterals 1" underground from top of pipe.
5. Do not cross pipes in trenches. Pipes in shared trenches to be 4" minimum apart.
6. Spread all appropriate soil beds with 1" minimum fillers with the following abbreviations:
- CC Quick Concrete
GFC Green Fill
DTP Drain Pipe
WFC White Fill
WFS White Sand

10. Point location of the machine and laterals, and flag location of all heads & valves for



1 TRENCHING AND WIRES

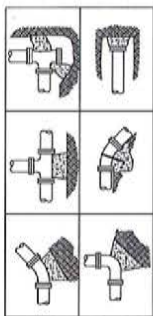
NOT TO SCALE



- STAYS ALL THE WAY AND WILL REMAIN.
ALL ARE TO BE INSTALLED FOR ANOTHER 100,000,000
DOLLARS. THE PLASTIC PIPE IN STOCK, INCLUDING A LOT
OF PLASTIC PIPE, IS TO BE USED IN THE NEW
ALL 123-1 WINGS SHALL BE INSTALLED IN ACCORDANCE WITH
LOCAL CODE REQUIREMENTS. THE AIRCRAFT 21-1 WING
CARRY 100,000,000 LBS. OF WEIGHT. THE AIRCRAFT 21-1 WING
CARRY 100,000,000 LBS. OF WEIGHT. THE AIRCRAFT 21-1 WING

THRUST BLOCK

NOT TO SCALE

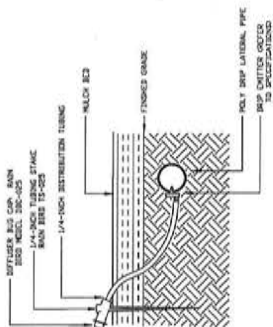


PIPE SIZE	BENDS		TEE OR DEAD END
	22-1/2"	45° 90°	
3"	0.3	0.6 1.1	0.8
4"	0.5	1.1 1.9	1.4
6"	1.1	2.3 4.0	2.8
8"	1.8	3.6 6.5	4.7

- NOTES:
1. BASED ON 2,000 PF. BEARING CAPACITY
 2. USE NO. 4 REBAR WITH WASTIC COATING WHERE REAR MUST BE ANCHORED TO THURST BLOCK.
 3. SMALL THURST BLOCK TO BE HORIZONTAL AND VERTICAL ENDINGS OF THE THURST BLOCK ARE APPROXIMATELY EQUAL.
 4. PLASTER COATING NOT SHOWN FOR CLARITY OF DETAIL.

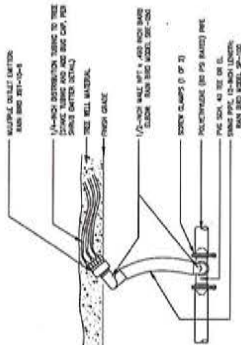
DRIP EMITTERS

DO NOT TO SCALE



DRIP TO TREES

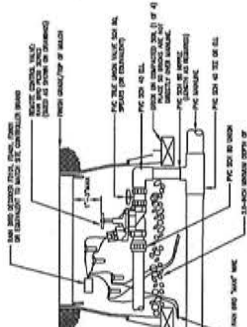
NOT TO SCALE



NOTE:
IF PNC HAS A LIMITED SERVICE WIRE IT OR FLOW SHALL BE USED

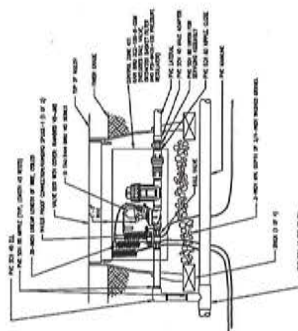
ELECTRONIC SECTION VALVE

NOT TO SCALE



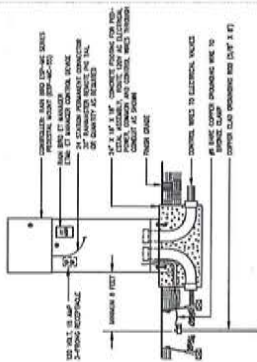
DRIP VALVE

DIN V 4700



CONTROLLER

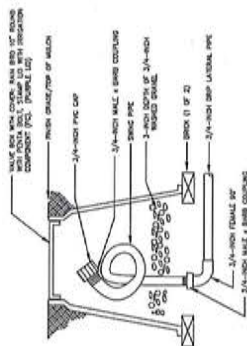
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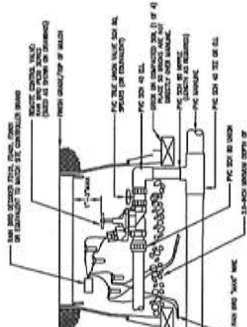
NOTE: ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES. REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.

FLUSH POINT

NOT TO SCALE

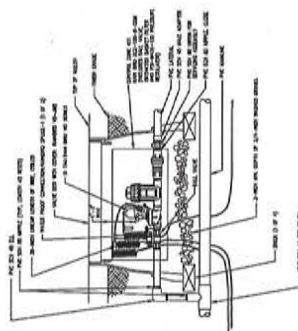


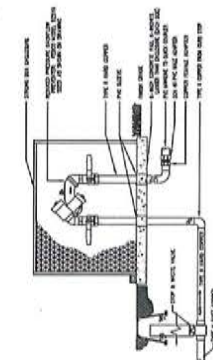
NOTE:
A LOOP IRRIGATION END TUBING ABOVE VALVE BOX FOR
EXTENSION OUTSIDE OF BOX DURING BLOWOUT.



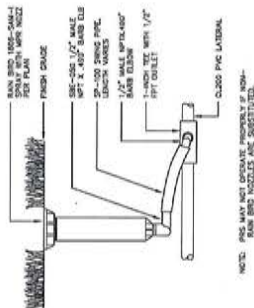
DRIP VALVE

BINIL VAI

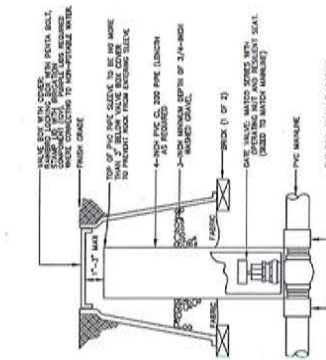




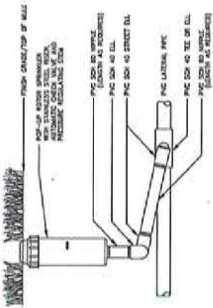
1 BACKFLOW PREVENTER
NOT TO SCALE



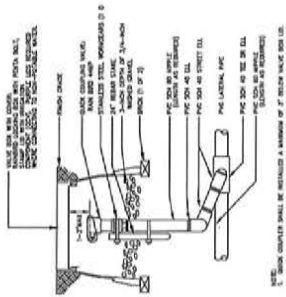
5 SPRAY HEAD
NOT TO SCALE



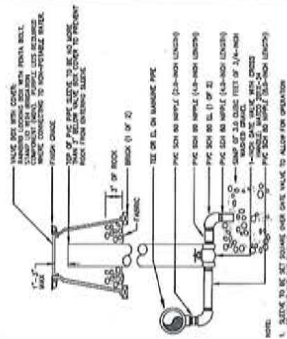
2 ISOLATION VALVE
NOT TO SCALE



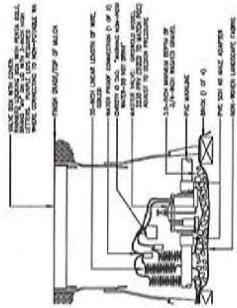
6 ROTOR HEAD
NOT TO SCALE



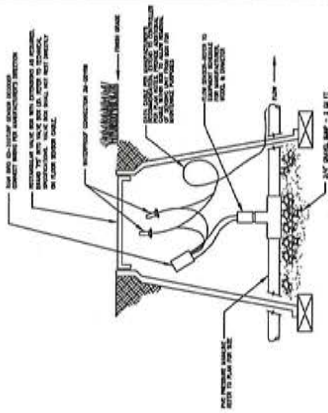
3 QUICK COUPLER
NOT TO SCALE



7 DRAIN VALVE
NOT TO SCALE



4 MASTER VALVE
NOT TO SCALE



8 FLOW SENSOR
NOT TO SCALE



Project No.: 23623-00	Drawn By: AJ & SW
Issued For: 0005-P20	Checked By: LJ & SW
Date: 12-04-16	
Date: 12-13-16	
Date: 01-24-17	
Date: 03-21-17	

