

**ERIE HIGHLANDS FILING NO. 13  
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 **CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation**, 4908 Tower Road, Denver, Colorado, 80249, hereinafter referred to as “Owner;” and

**WHEREAS**, Owner has submitted a Final Plat for the Erie Highlands Filing No. 13 (“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 Properties 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 Developer 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**, Erie has previously approved and the Parties have entered into that certain Master Pre-Development Agreement (“Master Agreement”) approved by the Board of Trustees of Erie on November 12, 2013; that certain Vested Rights Agreement (“Vested Rights Agreement”) approved by the Board of Trustees of Erie on November 12, 2013; and that certain Termination of Annexation Agreement approved by the Board of Trustees of Erie on November 12, 2013; 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 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 Improvements 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, United Power to install all required street lighting pursuant to United Power 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.”
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Homeowners Association (“HOA”), maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage 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”).

**P. Underdrains**

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns “Standards and Specifications for Design and Construction of Public Improvements” and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

**Q. Maintenance Definition**

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance activities.

**V. IMPROVEMENT ACCEPTANCE**

**A. Construction Acceptance**

No later than ten (10) days after Public Improvements and/or Common Facilities 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 the Public Improvements and/or Common Facilities, 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 Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities 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 Public Improvements and/or Common Facilities 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, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days. 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 HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

**B. Maintenance of Improvements**

**1. Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a 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, weather permitting, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, 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, or such reasonable period of time as mutually agreed upon by the parties if said repairs cannot be completed within thirty (30) days, 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, after the notice and cure periods described above in this Section, 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, unless the obligation to construct the Public Improvements is delegated and assigned to the Erie Highlands Metropolitan District (“District”) and such assignment is consented to by the Town, in which case Owner’s Improvement Guarantee obligation is waived or modified to the extent Owner’s Improvement Guarantee is provided to the Town by the District. 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 Improvements and Common Facilities improvements: 115% of the amount(s) shown on “Exhibit B.”
  - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on “Exhibit B.”
  - c) Upon Construction Acceptance of Common Facilities: 0%.
  - d) After Final Acceptance of Public Improvements: 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 accordance with the terms of 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, but any funds obtained by the Town from the Improvement Guarantee shall be used in accordance with the terms of this Agreement. Owner is further subject to the provisions of Section X.C 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 X.C 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 is to 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. Owner will be responsible for the construction of the south half of the ultimate cross section of Erie Parkway. The timing and details for the

construction of these improvements will be in accordance with the Erie Parkway Three Party Letter Agreement dated July 15, 2015.

2. All roadways within the Development shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
3. Owner shall install traffic barricades as required by the current Manual of Uniform Traffic Control Devices.
4. Vertical curb shall be constructed on the streets indicated on “Exhibit E,” all other streets shall be constructed with roll over curb.

**B. Construction Access**

All construction traffic for the Development shall enter the Development from Erie Parkway unless otherwise directed by the Public Works Director. Bonanza Drive shall not be used for construction access, employee parking or storage of construction materials.

**C. Park and Open Space Dedication Requirements**

Owner is responsible for the dedication of park lands and opens space as outlined in the Code and further described in Sections 5 and 6 of the Master Agreement.

TYPE	TOTAL ACREAGE REQUIRED FOR ERIE HIGHLANDS (FROM PUD OVERLAY)	ACREAGE REQUIRED TO BE DEDICATED WITH ERIE HIGHLANDS FILING NO. 13	ACREAGE BEING DEDICATED WITH ERIE HIGHLANDS FILING NO. 13	FEE IN LIEU LAND OF DEDICATION PROVIDED WITH ERIE HIGHLANDS FILING NO. 13	ACREAGE PREVIOUSLY DEDICATED OR FEE IN LIEU PAID	ACREAGE REMAININ G TO BE DEDICATE D WITH FUTURE FILINGS
Neighborhood Park	8.33	0.16	0	0	8.33	0
Pocket Park	1.97	0.03	0	0	2.06	0
Open Space	46.39	0.9	30.49	0	2.90	13.0

1. The required open space and neighborhood park land dedications shall occur as outlined in the Master Agreement.
2. Owner shall provide the Town a General Warranty Deed and Title Commitment and Title Policy for Tract G within 30 days of recordation of the Development.

**D. Erie Highlands Filing No. 10 Public Improvements**

All Public Improvements within Erie Highlands Filing No. 10 shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

**E. Installation of Open Space, Parks, Landscaping and Trails**

Owner shall be responsible for installation of landscaping, trail and sidewalk improvements on Tracts A, B, C, F and G in accordance with Town accepted Construction Drawings.

**F. Maintenance of Parks, Trails, Open Space and Landscaping - “Exhibit F”**

1. Tracts A, B and C shall be maintained by the District.
2. Tracts D and E shall be maintained by the Owner.

**G. Improvements to Private Tracts**

Owner shall provide cash or letter of credit for improvements to be located on Tracts A, B and C.

**H. Maintenance of Vacant Lots**

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

**I. Construction Trailers and Model Homes**

Construction trailers and model homes are permitted provided they comply with standards outlined in Title 10 of the Code.

**J. Fencing**

Fencing within the Development shall be installed in accordance with Erie Highlands PUD Overlay and the Code. The finished side of a fence shall face the open space and/or right-of-way.

**K. Sanitary Sewer**

1. Coal Creek Interceptor  
The Town is due cost recovery at a rate of \$55.00 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. Water**

Owner shall pay raw water fees for all permanently irrigated Tracts and right-of ways prior to the installation of landscaping within said Tracts and right-of-ways. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water fees. The establishment period is generally two years.

**M. Wildlife**

Owner shall follow actions recommended in the Dearmin Property-Ecological Site Assessment Report and supported by the Colorado Division of Wildlife.

1. If any black-tailed prairie dogs are to be removed to another location alive or humanely euthanized, a permit must be obtained from Colorado Parks and Wildlife.
2. A burrowing owl survey shall be required if prairie dogs are euthanized or colonies are disturbed by construction between March 15<sup>th</sup> and October 31<sup>st</sup>.

Owner shall use the recommended Survey Protocol and Actions in Protecting Nesting burrowing owls from Colorado Parks and Wildlife.

**N. Disclosure Statements**

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.
2. An Airport Disclosure statement indicating the existence of an Avigation Easement (“Exhibit H”) shall be signed by the property owner with the execution of the sales contract for the property.
3. An Undermining Disclosure statement indicating that undermining exists in the area (“Exhibit I”) shall be signed by the property owner with the execution of the sales contract for the property.
4. A Landfill Disclosure statement indicating that Landfills exist in the area (“Exhibit J”) shall be signed by the property owner with the execution of the sales contract for the property.
5. A Gun/Rifle Range Disclosure statement indicating the existence of a Gun/Rifle Range immediately adjacent to the Erie Highlands Development (“Exhibit K”) shall be signed by the property owner with the execution of the sales contract for the property.
6. A Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit L”) shall be signed by the property owner with execution of the sales contract for the property.

**X. MISCELLANEOUS TERMS**

**A. Vested Rights**

Erie agrees that the Final Subdivision Plat for Erie Highlands Filing No. 13 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 fifteen (15) years as provided in the “Vested Rights Agreement.”

**B. Ground Water Dedication**

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. 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 Weld, 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 Weld 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 and still outstanding under this Agreement and if a Certificate of Occupancy has been issued for the developed lot Erie acknowledges that no guaranty, security or surety shall be necessary. 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:

Owner:



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

Clayton Properties Group II, Inc.  
David Bracht  
4908 Tower Road  
Denver, CO 80249

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

Carolynne White  
Brownstein|Hyatt|Farber|Schreck,  
LLP  
410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432

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 Clayton Properties Group II, Inc., is the record owner for the property within the Development. The undersigned further warrant having 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]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**TOWN OF ERIE:**

Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

**OWNER:**

CLAYTON PROPERTIES GROUP II, Inc.  
a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Clayton Properties Group II, Inc., a Colorado corporation.

Witness my hand and official seal.  
My Commission expires \_\_\_\_\_.

Notary Public

## **EXHIBITS LIST**

EXHIBIT A – ERIE HIGHLANDS FILING NO. 13 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – UNDERMINING DISCLOSURE

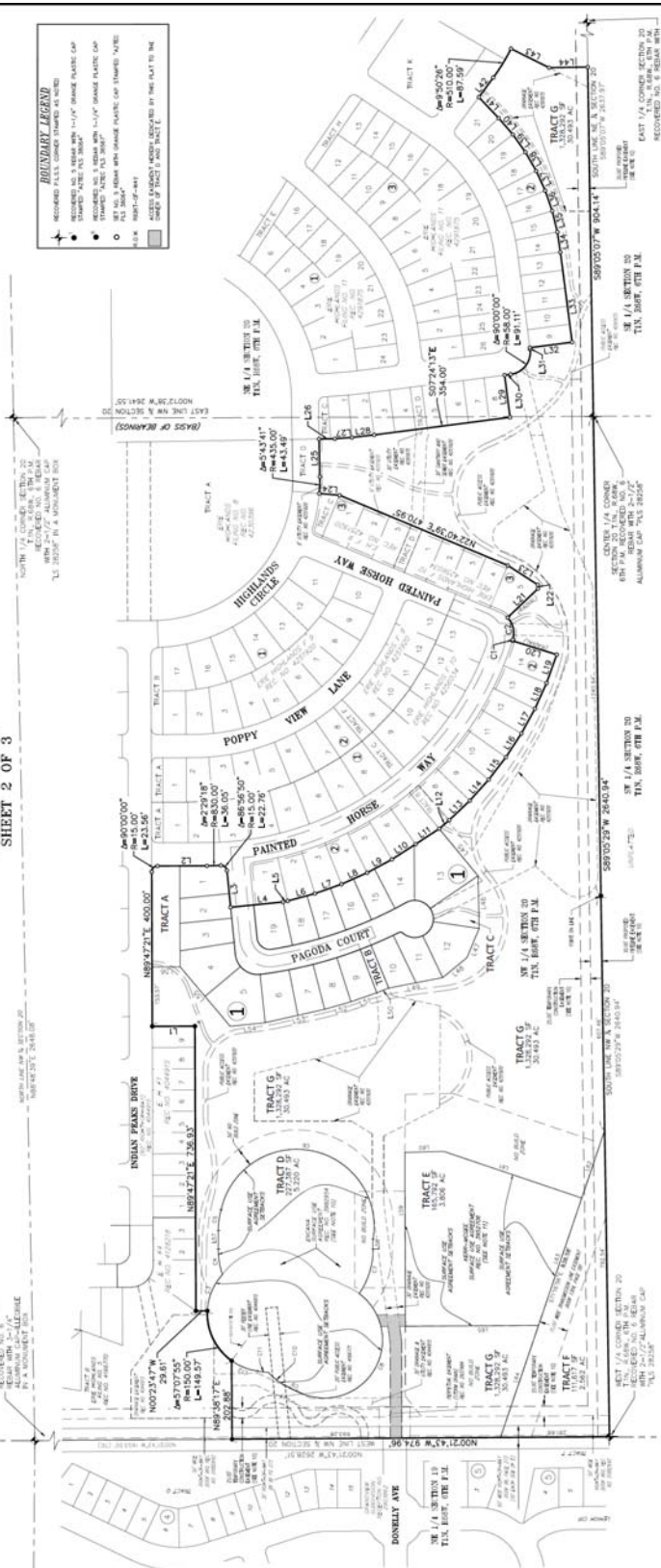
EXHIBIT J – LANDFILL DISCLOSURE

EXHIBIT K – GUN/RIFLE RANGE DISCLOSURE

EXHIBIT L – METROPOLITAN DISTRICT DISCLOSURE



MAN AN AMENDMENT OF TRACT G, EREH HIGHLANDS FILING NO. 9 AND TRACT J, EREH HIGHLANDS FILING NO. 11 LOCATED IN THE NORTH HALF OF SECTION 20,  
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO,  
48.156 ACRES - 19 LOTS, 7 TRACTS  
FP-000843-2017  
SHEET 2 OF 3



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C7	34°52'39"	200.00'	121.91'	87.32°15'N, 120.03'
C8	171°48'35"	150.00'	44.84'	53°72'55"E, 209.24'
C9	7°48'46"	130.00'	20.45'	52°45'10"E, 20.44'
C10	25°3'52"	150.00'	87.97'	53°18'48"E, 87.35'
C11	10°58'29"	150.00'	26.73'	50°50'57"E, 28.65'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	0712.27°	830.00'	3.01'	537.441 ± 1.2E, 3.01'
C2	60°50.31'	388.00'	81.59'	N78°44.11"E, 58.74'
C3	30°39.40'	150.00'	103.79'	N67°28.47"E, 101.73'
C4	18°02.18'	200.00'	68.45'	S80°27.52"E, 68.15'
C5	15°40.71'	200.00'	54.70'	N85°09.50"E, 54.33'

LINE TABLE		
LINE	BEARING	LENGTH
1.56	N007°22'39"W	72.53
1.57	N003°00'00"E	48.33
1.58	N002°00'00"E	44.82
1.59	S69°47'31"W	105.64
1.60	N01°33'00"W	29.34
1.61	N18°43'04"E	38.21

LINE TABLE		
LINE	BEARING	LENGTH
L24	N81°24'49"E	52.75'
L25	N78°23'46"E	55.97'
L26	N70°23'31"E	55.97'
L27	N65°51'17"E	55.97'
L28	N62°05'02"E	55.97'
L29	N43°38'47"E	55.97'

LINE TABLE		
LINE	BEARING	LENGTH
L1.1	S45°28'25"E	34.34'
L1.2	N4°34'45"W	73.04'
L1.4	N48°02'52"W	73.09'
L1.5	N5°23'44"W	73.08'
L1.6	N58°54'17"W	73.09'
L1.7	N61°16'55"W	73.09'

**AZTEC**  
100 East Main Street  
Lubbock, Texas 79401  
806-742-2222

2	N15°57'47"W	70.77'	L63	57116°56'E	348.00"
3	N12°41'33"W	157.28'	L64	57116°56'E	306.06"
4	N25°58'46"W	90.81'	L65	550°21'43"E	343.78"

0	50724°13'E	16.00'	L41	54629°26'W	74.05'
1	082°35'47"E	3.99'	L42	553°36'42"E	63.18'
2	50724°13'E	110.00'	L43	536°32'52"W	110.00'

52°56'24"E	72°31'	U19	570°6'41"E	78.06'
52°52'57"E	72°31'	U20	517°22'01"E	120.00'
53°24'31"E	72°31'	U21	543°40'53"E	108.33'



**AZTEC**  
COMPLETANTS, INC.

100 East Main Street, Suite 6  
Litchfield, Colorado 80422  
Phone (303) 733-8822  
[www.completants.com](http://www.completants.com)

L03	57°16'56"E	348.00°
L04	57°16'56"E	306.06°
L05	50°21'45"E	343.78°

546°29'26"W	74.65°	L52	913°57'47"W	70.77°
553°36'42"E	63.18°	L53	912°41'33"W	157.28°
526°32'52"W	110.00°	L54	905°59'48"W	90.81°
500°54'53"E	99.82°	L55	949°56'54"E	200.91°

41°E	78.06°	1.30	507°24'13"E	18.00°
01°E	120.00°	1.31	507°35'47"E	3.89°
33°E	108.73°	1.32	507°24'13"E	110.00°
04°E	9.79°	1.33	507°35'47"E	235.00°

L8	523°56'34"E	72.71°
L9	526°22'57"E	72.71°
L10	532°47'31"E	72.71°
L11	535°16'44"E	73.05°

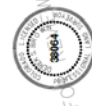
48.156 ACRES -  
FP-000843-2017  
SHEET 3 OF 3


[illegible]

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C15	91°30'39"	58.00'	92.64'	53.87±0.33"E, 83.10'
C16	93°31'01"	63.00'	102.83'	53.79±0.22"E, 91.79'
C14	0°52'28"	1120.00'	117.42'	526.03'±56"E, 17.42'
C16	68°28'22"	7.00'	8.37'	N07°43'28"E, 7.86'
C17	12°09'59"	150.00'	31.86'	N10°18'32"E, 31.79'

NW 1/4 SECTION 20  
T1N, R33W, 6TH P.M.

C13	91°30'39"	56.00'	92.64'	S36°29'33"W, 83.10'
C14	93°31'01"	63.00'	102.83'	S37°29'22"W, 91.79'
C15	0°52'29"	11°20'00"	17.42'	S26°03'58"E, 17.42'
C16	68°28'22"	7'00'	8.37'	N07°43'28"E, 7.86'
C17	12°09'59"	150.00'	31.85'	N70°16'32"E, 31.79'




**AZTEC**  
 CONSULTANTS, INC.  
 100 East Mineral Ave. Suite 110  
 Lakewood, Colorado 80226  
 Phone: (303) 944-1000  
 Fax: (303) 944-1007  
[www.aztecinc.com](http://www.aztecinc.com)

DATE OF  
 MODIFICATION: 2017-04-08  
 SCALE: 1" = 60'  
 SHEET 3 OF 3



EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE



EXHIBIT B

CORE Project #15-023  
8/8/2017  
JRS

PUBLIC IMPROVEMENT SCHEDULE

Page 1 of 1

**Engineers Opinion of Probable Cost to Finish  
for  
Erie Highlands Filing 13**

	Quantity	Units	Unit Cost	Total
<b>Street Costs</b>				
H.B.P. 5.5" Full Depth, Local Streets	2,306	SY	\$20.00	\$46,122.22
Subgrade Prep.	2,306	SY	\$2.75	\$6,341.81
Curb, Gutter	1,280	LF	\$12.00	\$15,360.00
5' Detached Sidewalks	6,535	SF	\$2.50	\$16,337.50
8' Trail	0	SF	\$2.50	\$0.00
Street Lights	3	EA	\$2,500.00	\$7,500.00
<b>Sanitary</b>				
8" Sanitary	144	LF	\$23.00	\$3,312.00
4' Manholes	2	EA	\$1,400.00	\$2,800.00
Sanitary Services	6	EA	\$750.00	\$4,500.00
<b>Water</b>				
8" Water line	620	LF	\$25.00	\$15,500.00
8" Valves	1	EA	\$1,300.00	\$1,300.00
Tees/Cross	1	EA	\$1,000.00	\$1,000.00
Bends	5	EA	\$350.00	\$1,750.00
Fire Hydrants	2	EA	\$3,600.00	\$7,200.00
Reducer	1	EA	\$750.00	\$750.00
Water Services	18	EA	\$1,300.00	\$23,400.00
<b>Landscape</b>				
Trees	19	EA	\$300.00	\$5,700.00
Shrubs	61	EA	\$20.00	\$1,220.00
Ornamental Grasses	163	EA	\$8.00	\$1,304.00
Sod	4,429	SF	\$2.10	\$9,300.90
Native Seed	24,812	SF	\$0.10	\$2,481.20
Open Fencing	1,730	LF	\$10.00	\$17,300.00
			<b>Subtotal</b>	<b>\$190,479.63</b>

**Phase Subtotal =** \$190,479.63  
**15% Contingency =** \$28,571.94  
**TOTAL =** \$219,051.57



## EXHIBIT C

### PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

Reimbursements due Owner:

None.

Reimbursements due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, One Thousand Forty-Five & No/100 Dollars (\$1,045.00) as reimbursement for 19 lots (\$55.00 per lot) within the Erie Highlands Filing No. 13 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.
2. Erie shall collect from Owner, prior to recordation of this Agreement, Seven Thousand Seven-Hundred Ninety & No/100 Dollars (\$7,790.00) as reimbursement for 19 lots (\$410.00 per lot) within the Erie Highlands Filing No. 13 subdivision connecting to the NWRf Interceptor line that the Town constructed.

Reimbursements due Others:

None.

Fee In Lieu due Erie:

None.

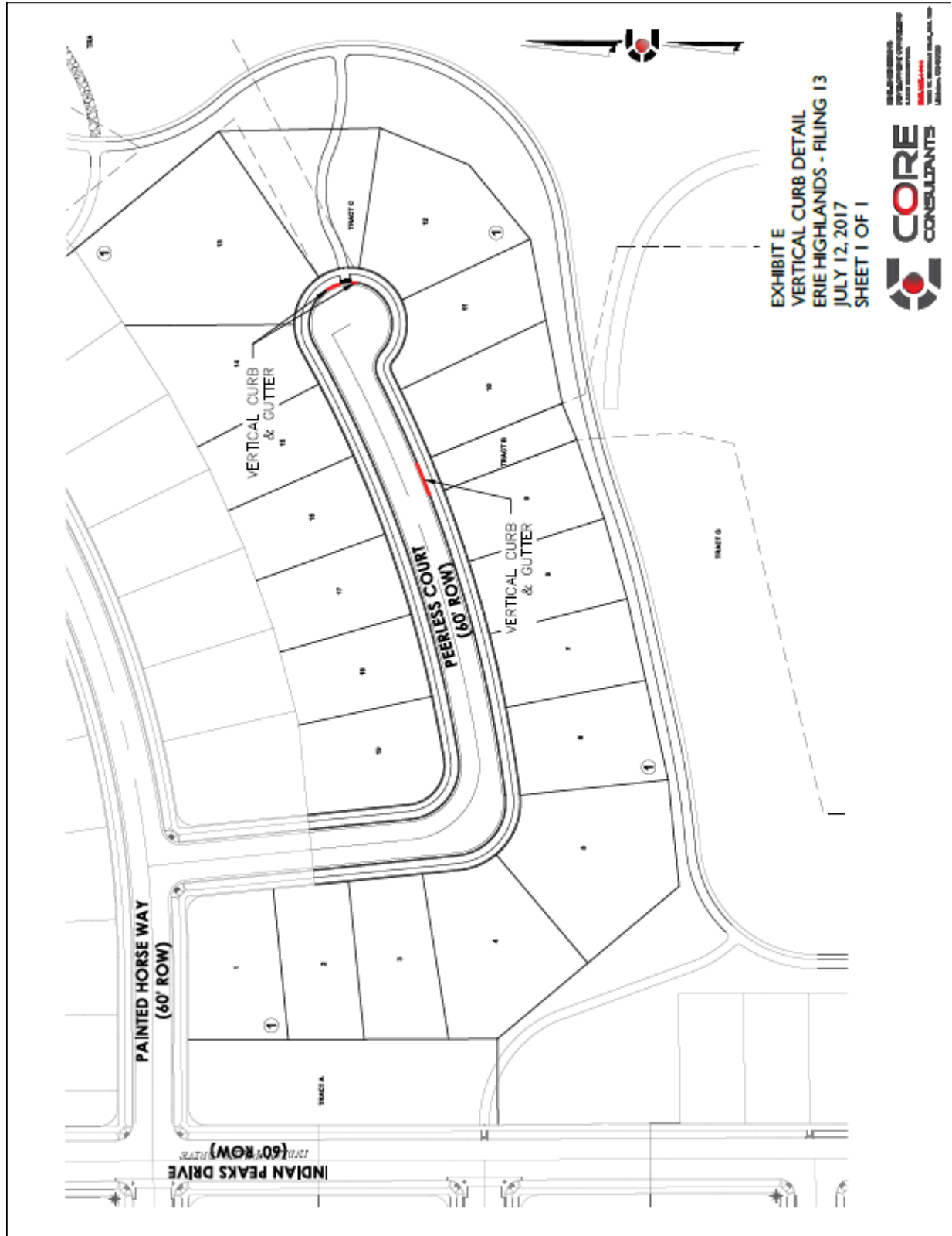
EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

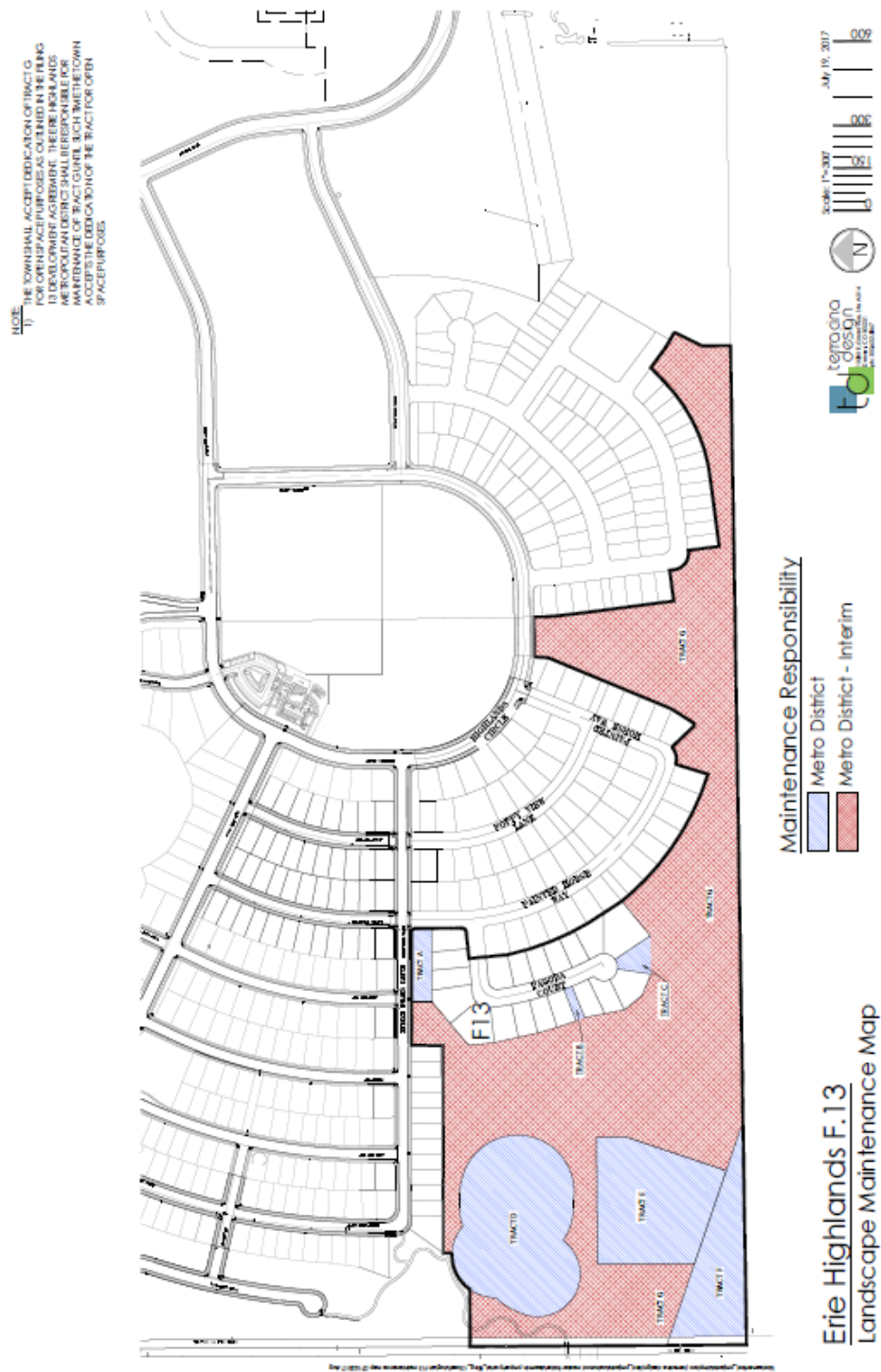
## EXHIBIT E

### VERTICAL CURB LOCATION MAP



# EXHIBIT F

## LANDSCAPE MAINTENANCE MAP



## EXHIBIT G

### OIL AND GAS WELL 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 \_\_\_\_\_, Erie Highlands Filing No. 13, Town of Erie, County of Weld, 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 facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Erie Highlands plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Erie Highlands PUD Overlay, 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, processing facilities, storage 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 Erie Highlands Filing No. 13. There may be ongoing oil and gas operations and production within Erie Highlands Filing No. 13, including in the vicinity of the Lot, as well as the existence of pipeline easements and access routes across portions of Erie Highlands Filing No. 13. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Erie Highlands Filing No. 13, including in the vicinity of the Lot, which oil and gas production will affect portions of the surface of the real property comprising Erie Highlands Filing No. 13. Heavy drilling equipment will be used in connection with oil and gas operations and drilling of wells within Erie Highlands Filing No. 13 and in conjunction with any production obtained from existing and future wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Erie Highlands Filing No. 13 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the property and certain oil and gas owners and/or operators. These surface use agreements may contain waivers, including a waiver of surface damage payments, a waiver of setbacks 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 Erie Highlands Filing No. 13 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Erie Highlands Filing No. 13 for oil and gas operations.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with exploration, drilling, operation, production, well completion, gas gathering and processing, storage, and maintenance of an oil and gas well upon

such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Erie Highlands Filing No. 13, assume the risk of owning property near or adjacent to oil and gas operations. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the exploration, drilling, operation, production, well completion, gas gathering and processing, storage, and maintenance of an oil and gas well; noise associated with oil and gas operations; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site; and lighting.

Additional information regarding oil and gas activity on or adjacent to this property, including information related to drilling permit applications that have been filed for and/or approved, may be available from the Colorado Oil and Gas Conservation Commission ("COGCC").

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

AIRPORT 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 \_\_\_\_, Erie Highlands Filing No. 13,  
Town of Erie, County of Weld, 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 located in close proximity to the  
Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further  
acknowledges that the home is encumbered by an Avigation Easement and will be subject to over  
flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement  
document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and  
the Seller will have no responsibility of liability for any claims or causes of action, either in law or in  
equity, resulting from any noise or damage to a person or property occurring from over flights to and  
from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport 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

EXHIBIT I

UNDERMINING 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 \_\_\_\_\_, Erie Highlands Filing No. 13, Town of Erie, County of Weld, 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:

In accordance with requirements of the Town of Erie’s approval of the subdivision plat of Erie Highlands, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mine, including but not limited to the Boulder Valley #1 Mine (“Mine”). The Mine is one of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Erie Highlands, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by CTL Thompson, Inc., dated August 25, 2005 and updated on July 9, 2013 (“Report”). A copy of this Report have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Report. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot’s location above the Mine, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining 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

EXHIBIT J

LANDFILL 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 \_\_\_\_\_, Erie Highlands Filing No. 13,  
Town of Erie, County of Weld, 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 property which is being purchased is located in close  
proximity to the Front Range Landfill, the landfill gas to energy facility located on the Front Range  
Landfill, and the Denver Regional Landfill. Purchaser acknowledges that the Town of Erie and the  
Seller will have no responsibility of liability for any claims or causes of action, either in law or in  
equity, resulting from any noise or damage to person or property occurring from landfill activities.

IN WITNESS WHEREOF, the undersigned has/have executed this Landfill 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

EXHIBIT K

GUN/RIFLE RANGE 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 \_\_\_\_\_, Erie Highlands Filing No. 13,  
Town of Erie, County of Weld, 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 property which is being purchased is located in close  
proximity to the Green Mill Sportsman’s Club, an outdoor gun/rifle range where guns and rifles are  
discharged. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility  
of liability for any claims or causes of action, either in law or in equity, resulting from any noise or  
damage to persons or property occurring from or caused by the Green Mill Sportsman’s Club or the  
activities taking place at the Green Mill Sportsman’s Club.

IN WITNESS WHEREOF, the undersigned has/have executed this Gun/Rifle Range  
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

## EXHIBIT L

### 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