

Second Amendment to Development Agreement
(Westerly Filing No. 2)

This Second Amendment to Development Agreement (the "Second Amendment") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Erie Land Company, LLC, a Delaware limited liability company with an address of 3990 Hillsboro Pike, Suite 400, Nashville, TN 37215 ("Developer") (each, a "Party" and collectively, the "Parties").

Whereas, on May 10, 2022, the Parties entered into a Development Agreement for Westerly Filing No. 2, which was recorded with the Weld County Clerk and Recorder on May 18, 2022, at Reception No. 4828631 (the "DA");

Whereas, on June 13, 2023, the Parties entered into the First Amendment to Development Agreement, which was recorded with the Weld County Clerk and Recorder on June 15, 2023, at Reception No. 4903948 (the "First Amendment"); and

Whereas, the Parties desire to further amend the DA as provided herein.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit B-1 to the DA is hereby replaced with **Exhibit B-2**, attached hereto and incorporated herein by this reference.
2. Exhibit C-1 to the DA is hereby replaced with **Exhibit C-2**, attached hereto and incorporated herein by this reference.
3. Except as specifically amended by this Second Amendment, the DA, as amended by the First Amendment, remains unmodified and in full force and effect.

In Witness Whereof, the Parties have executed this Second Amendment as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Developer



Name: Brian Sewell

Title: Authorized Signatory

State of Tennessee)
) ss.
County of Davidson)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22 day of October, 2025, by Brian Sewell as the _____ of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:

05/09/2026

(Seal)



Notary Public



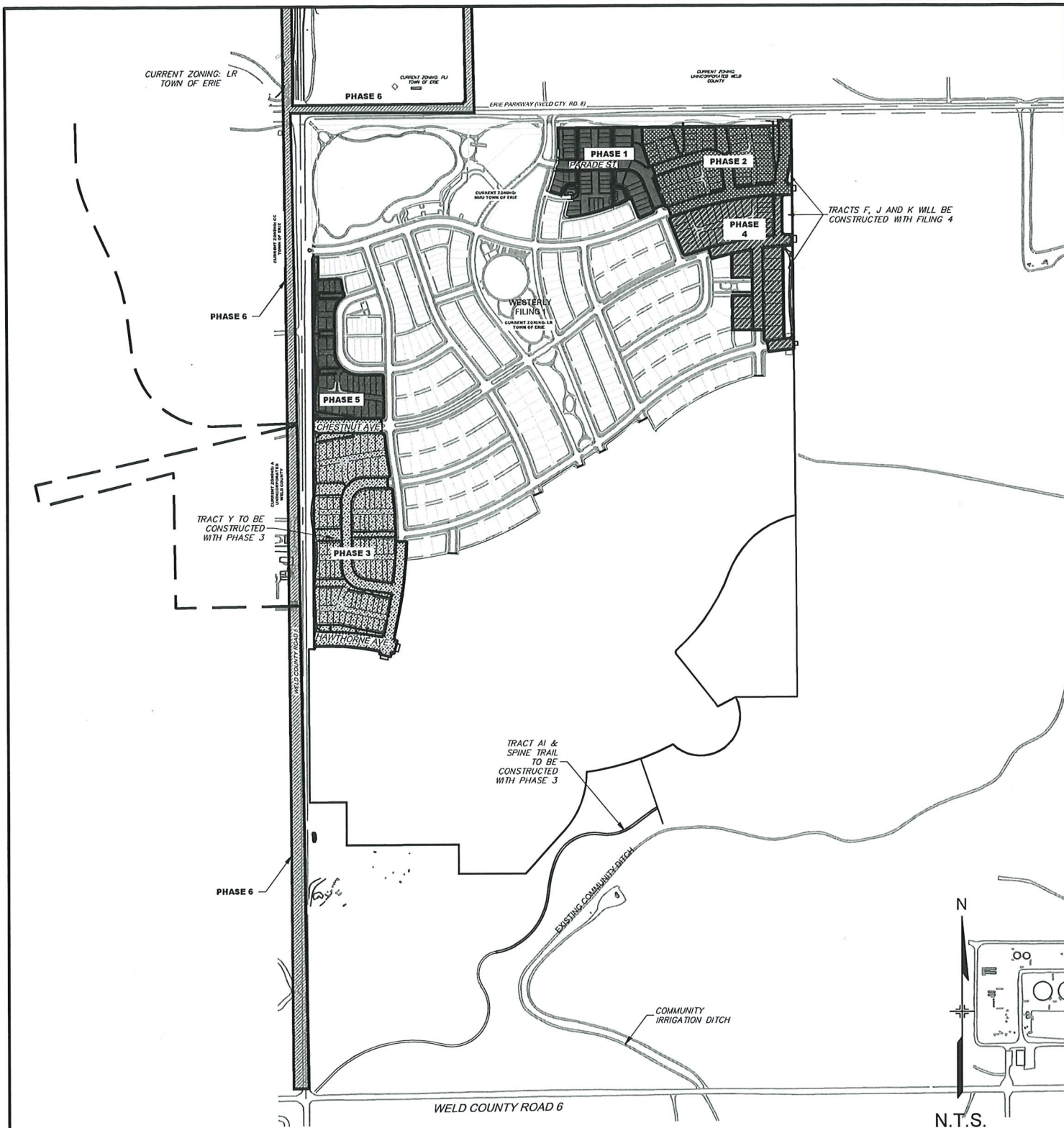
Exhibit B-2 Improvements

Exhibit B
Engineer's Estimate of Probable Cost
Westerly Filing 2 - Phase 6
15-Oct-25

	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing Asphalt	4,650	SF	\$1.50	\$6,975.00
Sawcut - Asphalt	2,500	LF	\$1.00	\$2,500.00
Traffic Control	60	DAYS	\$1,000.00	\$60,000.00
Pipe Bollard (6" dia, conc filled located at FH)	2	EA	\$800.00	\$1,600.00
Seeding	105,000	SF	\$0.11	\$11,550.00
Soil Amendment	536	CY	\$94.00	\$50,384.00
Mobilization (General Contractor)	1	LS	\$65,000.00	\$65,000.00
	General Sitework Subtotal			\$198,009.00
Pavements				
Road Base - 12"	300	TONS	\$25.00	\$7,500.00
Asphalt Trench-Patch - assume 7" thick	4,650	SF	\$8.00	\$37,200.00
Asphalt Repair (2" Mill and Overlay)	9,950	SF	\$2.00	\$19,900.00
Striping (4" wide)	215	LF	\$5.00	\$1,075.00
Signage (small including post)	2	EA	\$450.00	\$900.00
	Pavements Subtotal			\$66,575.00
Utility - Water				
Water Line - 12" PVC C900 (> 8' bury)	165	LF	\$89.00	\$14,685.00
Water Line - 12" PVC C900 (< 8' bury)	1450	LF	\$77.00	\$111,650.00
Water Line - 16" PVC C905 (> 8' bury)	1140	LF	\$150.00	\$171,000.00
Water Line - 16" PVC C905 (< 8' bury)	2600	LF	\$135.00	\$351,000.00
Water Line - 20" PVC C905 (> 8' bury)	1100	LF	\$216.00	\$237,600.00
Water Line - 20" PVC C905 (< 8' bury)	4100	LF	\$196.00	\$803,600.00
Potholing	65	EA	\$500.00	\$32,500.00
2" Air Vacuum Valves w/ Vault and Vent	2	EA	\$12,300.00	\$24,600.00
Butterfly Valve - 20" w/ Box, joint restraints,	6	EA	\$25,000.00	\$150,000.00
Butterfly Valve - 16" w/ Box, joint restraints,	5	EA	\$15,000.00	\$75,000.00
Gate Valve - 6" w/ Box, joint restraints, location	1	EA	\$1,200.00	\$1,200.00
Gate Valve - 12" w/ Box, joint restraints,	7	EA	\$4,100.00	\$28,700.00
Tee - 12" w/ joint restraints and thrust block	2	EA	\$2,100.00	\$4,200.00
Tee - 16" w/ joint restraints and thrust block	1	EA	\$5,600.00	\$5,600.00
Tee - 16"x6" w/ joint restraints and thrust block	1	EA	\$2,900.00	\$2,900.00
Reducer - 20" x 16" w/ joint restraints	1	EA	\$3,800.00	\$3,800.00
Reducer - 16" x 12" w/ joint restraints	1	EA	\$2,400.00	\$2,400.00
Bend - 12" (less than 90 degrees) w/ joint	3	EA	\$900.00	\$2,700.00
Bend - 16" (less than 90 degrees) w/ joint	13	EA	\$2,500.00	\$32,500.00
Bend - 20" (less than 90 degrees) w/ joint	4	EA	\$4,500.00	\$18,000.00
12" blow off assembly w/ 12" cap fully	3	EA	\$4,000.00	\$12,000.00
16" blow off assembly w/ 16" cap, fully	1	EA	\$6,000.00	\$6,000.00
Fire Hydrant Assembly - 6" (includes lateral)	1	EA	\$4,500.00	\$4,500.00
Tracer Wire	10600	LF	\$0.20	\$2,120.00
Tracer Wire Test Station	10	EA	\$100.00	\$1,000.00
Cathodic Protection	1	LS	\$3,000.00	\$3,000.00
	Utility - Water Subtotal			\$2,102,255.00

PROJECT TOTAL \$2,366,839.00

Exhibit C-2 Phasing Plan



NOTES:

1. PHASE 4 GRADING TO BE PERFORMED WITH PHASE 1 AND 2.
2. PHASE 5 GRADING TO BE PERFORMED WITH PHASE 3.
3. PHASE 6 INFORMATION (OFFSITE WATERLINE) SEE MAP BY JVA FOR INFORMATION.
4. TRACTS F, J, AND K ARE TO BE CONSTRUCTED AS PART OF FILING 4