

**Town of Erie
Resolution No. 24-179**

**A Resolution of the Town Council of the Town of Erie Approving a
Development Agreement and Accepting Dedications as shown on
the Final Plat for the Erie Indoor Sports Subdivision**

Whereas, on June 16, 2023, ESC, LLC submitted an application for approval of a Final Plat for the Erie Indoor Sports Subdivision (the "Final Plat");

Whereas, on October 28, 2024, the Planning and Development Director conditionally approved the Final Plat, on the condition that the Town Council accepts all dedications as shown on the Final Plat and approve an associated development agreement;

Whereas, on December 10, 2024, the Town Council considered the Development Agreement and the acceptance of the dedications as shown on the Final Plat; and

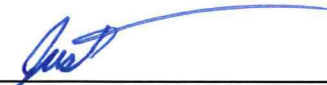
Whereas, the Town Council desires to approve the Development Agreement and accept the dedications as shown on the Final Plat.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Town Council hereby accepts the dedications shown on the Final Plat.

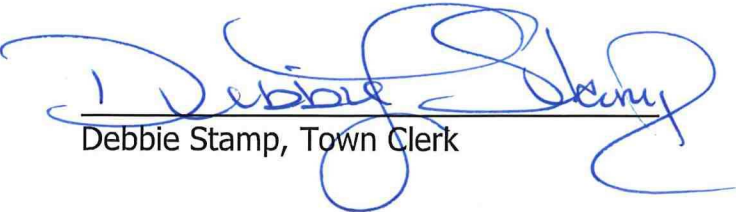
Section 2. The Town Council hereby approves the Development Agreement for the Erie Indoor Sports Subdivision in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

Adopted this 10th day of December, 2024.



Justin Brooks, Mayor

Attest:



Debbie Stamp, Town Clerk



Development Agreement
(Erie Indoor Sports)

16th This Development Agreement (the "Agreement") is made and entered into this day of December, 2024 (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 ESC, LLC, a Colorado Limited Liability Company with an address of 1035 Pearl Street #205, Boulder, CO 80302 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

Whereas, Developer wishes to develop the Property (the "Development"), and has filed an application for approval of a final plat (the "Final Plat"); and

Whereas, the Parties acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare.

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

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Development may proceed. All provisions of this Agreement are in addition to, and not in lieu of, any requirements of the Erie Municipal Code (the "Code") and other applicable law.

2. District. The Town acknowledges that Developer has formed or may form one or more metropolitan districts (collectively the "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of the District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

3. Construction of Improvements.

a. General. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any

necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

b. *Construction Standards.* Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed in the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. Developer shall reimburse the Town for any expenses incurred by the Town for review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage plans by the issuance of the PIP.

d. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

e. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

f. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers.
- ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.
- iii. Grading, stormwater quality and right-of-way permits.
- iv. Air quality permit.

g. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

h. *Applicable Law.* Developer shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

4. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements shall receive Initial Acceptance on or before January 1, 2027.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall

request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the work required to receive Final Acceptance. After Developer completes such work, Developer shall request a re-inspection, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work. If Developer does not complete the required work in an acceptable manner within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

5. Maintenance.

a. *Improvements.* Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to the District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

b. *Vacant Lots/Tracts.* Developer shall be responsible for maintenance, including without limitation weed control and debris removal, on all vacant lots/tracts until such time as such lots/tracts are developed.

6. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total costs listed in **Exhibit B** (the "Improvement Guarantee"), a form approved by the Town.

b. *Timing.* Developer shall not commence construction, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Improvement Guarantee.

c. *Draw.* If the Improvements are not satisfactorily completed within the periods of time specified herein, the Town may draw on the Improvement Guarantee to complete the Improvements. If the Improvement Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the Improvements, the Town may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by Developer.

d. *Reduction.* Upon Initial Acceptance of Improvements, the Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced Improvement Guarantee shall be held by the Town during the Warranty Period.

7. Reimbursements.

a. *To the Town.* Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property, in the amounts and during the times established by the Town at the time that Developer submits a request for site plan approval.

b. *To Developer.* Developer may request reimbursement for the oversize portion of utilities and other infrastructure and a *pro rata* portion of the cost of off-site Improvements, from other properties that benefit from such Improvements. However, nothing contained in this Agreement shall create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town, from the properties that use such Improvements.

8. Fees.

a. In lieu of constructing the half buildout of Mason Street and Pitch Drive required for the Development, Developer shall pay a fee to the Town as contribution to the eventual construction of Mason Street and Pitch Drive, in the amount of \$756,135. Such fee shall be paid within 30 days of the earlier of: written notice from the Town that the Town is commencing the street buildout; or issuance of a site plan building permit.

b. Developer shall pay 25% of the estimated cost of the proposed traffic signal to be located at the intersection of County Line Road and Bonnell Avenue, in the amount

of \$205,000. Such fee shall be paid within 30 days of the earlier of: written notice from the Town that the Town is commencing the street buildout; or issuance of a site plan building permit.

9. Indemnification. Developer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Developer, or any officer, employee, representative, agent or subcontractor of Developer. In addition, Developer shall pay all property taxes on property underlying Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

10. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

11. Vested Rights. The Final Plat constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. The Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

12. Breach.

a. *Remedies*. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town,

as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A draw on the Improvement Guarantee; and
- iv. Any other remedy available at law or in equity.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Improvement Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach.

c. *Nature of Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

13. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

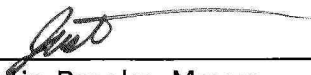
i. *Recordation.* This Agreement shall be recorded in the real estate records of the Weld County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

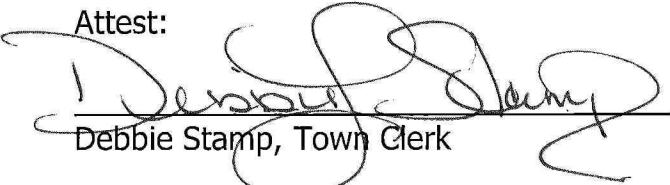
k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

Town of Erie, Colorado


Justin Brooks, Mayor

Attest:


Debbie Stamp, Town Clerk

Developer

By: _____

Michael B.

State of Colorado)

County of Boulder) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of November, 2024, by Michael Booma as the manager of ESC, LLC.

My commission expires: 10/05/2025
(Seal)

Molly Beytien
Notary Public

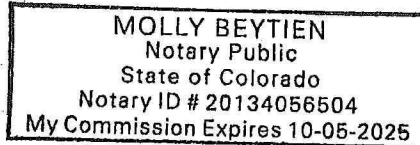
Exhibits List**Exhibit A – Legal Description****Exhibit B – Improvements**

Exhibit A Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

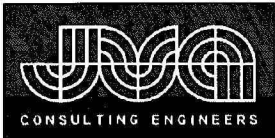
CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

Exhibit B
Improvements



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
Ph: 303.444.1951
Fax: 303.444.1957

Job Name: Erie Indoor Sports
Job Number: 3425c
Date: 05/03/2024
By: AJC/TMP
Phase: Final Plat Resubmittal

Exhibit B: Engineer's Estimate of Probable Cost
for
ERIE INDOOR SPORTS
ERIE, COLORADO

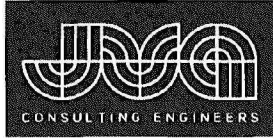
	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing 2' Curb & Gutter	230	LF	\$16.00	\$3,680.00
Demo Existing Asphalt	2,125	SY	\$21.00	\$44,625.00
Demo Existing Wet Utility Piping & Appertunances	1,276	LF	\$35.00	\$44,660.00
Pavement Sawcut - Asphalt	1,610	LF	\$10.00	\$16,100.00
Clear and Grub	30	AC	\$7,000.00	\$212,800.00
Subgrade - 12" Scarify and Recompact - Gravel Roads	1,083	CY	\$3.00	\$3,249.00
Subgrade - Scarify and Recompact - Roadway	2,885	CY	\$3.00	\$8,655.00
Earthwork - Cut and Fill Onsite Material	43,720	CY	\$6.50	\$284,180.00
Earthwork - Export Excess Cut	1,853	CY	\$25.00	\$46,325.00
	General Sitework Subtotal			\$664,274.00
Pavements				
Aggregate Subbase - 12" (County Line Rd)	2,127	TONS	\$65.00	\$138,255.00
Aggregate Subbase - 8" (Local Roads)	2,935	TONS	\$65.00	\$190,775.00
Class 6 Base Course - Gravel Paths	1,266	TONS	\$65.00	\$82,290.00
Asphalt T-Patch (Hand Mill & Patch)	1,900	SF	\$24.00	\$45,600.00
Asphalt Paving - 8" (County Line Rd)	1,582	TONS	\$150.00	\$237,300.00
Asphalt Paving - 5" (Local Roads)	2,046	TONS	\$150.00	\$306,900.00
Concrete - 6" - Sidewalk & Medians	4,775	SY	\$105.00	\$501,375.00
Concrete - 6" - Drive cuts	220	SY	\$105.00	\$23,100.00
Concrete - 8" (rebar reinforced) - cross pans	375	SY	\$185.00	\$69,375.00
Concrete - Curb & Gutter - 2' Pan	6,420	LF	\$42.00	\$269,640.00
Concrete - Curb & Gutter - Median - 1.5' Pan	113	LF	\$39.00	\$4,407.00
Concrete - Curb Ramp	10	EA	\$2,125.00	\$21,250.00
Concrete - Trickle Channel - Detention Pond	291	LF	\$100.00	\$29,100.00
Striping - Symbols Paint	24	EA	\$460.00	\$11,040.00
Striping - Thermoplastic	3,605	SF	\$25.00	\$90,125.00
Signage - Site w/ Bollard - including road closure on Pitch Dr	10	EA	\$1,350.00	\$13,500.00
Signage - Roadway	13	EA	\$1,200.00	\$15,600.00
	Pavements Subtotal			\$2,049,632.00

	Quantity	Units	Unit Cost	Total
Utility - Water				
Irrigation and Service Taps - includes corp and curb stop	19	EA	\$5,500.00	\$104,500.00
Meter Manhole	19	EA	\$6,500.00	\$123,500.00
Water Line - 1" Copper	120	LF	\$102.00	\$12,240.00
Water Line - 1-1/2" Copper	275	LF	\$115.00	\$31,625.00
Water Line - 2" Copper	80	LF	\$132.00	\$10,560.00
Water Line - 2-1/2" Copper	25	LF	\$149.00	\$3,725.00
Water Line - 6" DIP	165	LF	\$138.00	\$22,770.00
Water Line - 20" DIP	1334	LF	\$215.00	\$286,810.00
Water Line - 6" PVC C900	205	LF	\$116.00	\$23,780.00
Water Line - 8" PVC C900	2420	LF	\$128.00	\$309,760.00
Gate Valve - 6" w/ Box	18	EA	\$4,400.00	\$79,200.00
Gate Valve - 8" w/ Box	20	EA	\$5,200.00	\$104,000.00
Gate Valve - 12" w/ Box	3	EA	\$6,200.00	\$18,600.00
Butterfly Valve - 20" w/ 5' diameter Vault	5	EA	\$20,000.00	\$100,000.00
Air Reducing Valve - 8"	1	EA	\$3,000.00	\$3,000.00
Tee - 8"	21	EA	\$1,300.00	\$27,300.00
Tee - 12"	1	EA	\$1,600.00	\$1,600.00
Tee - 20"	2	EA	\$3,000.00	\$6,000.00
Reducer - 20"x12"	2	EA	\$1,400.00	\$2,800.00
Bend - 8" (less than 90 degrees)	46	EA	\$1,100.00	\$50,600.00
Bend - 20" (less than 90 degrees)	4	EA	\$1,700.00	\$6,800.00
Cap - 8"	2	EA	\$1,100.00	\$2,200.00
Fire Hydrant Assembly - 6"	10	EA	\$10,800.00	\$108,000.00
Tracer Wire Test Station	1	EA	\$1,200.00	\$1,200.00
	Utility - Water Subtotal			\$1,440,570.00
Utility - Sanitary Sewer				
Sewer Line - 6" PVC SDR 35	320	LF	\$112.00	\$35,840.00
Sewer Line - 8" PVC SDR 35	1,915	LF	\$153.00	\$292,995.00
Manhole - 4' Diameter	11	EA	\$4,900.00	\$53,900.00
Service Connection - Cut in Wye	9	EA	\$4,500.00	\$40,500.00
Video Inspection	1	LF	\$0.00	\$0.00
	Utility - Sanitary Sewer Subtotal			\$423,235.00
Utility - Storm Drainage System				
Storm Line - 12" RCP	87	LF	\$110.00	\$9,570.00
Storm Line - 18" RCP	592	LF	\$125.00	\$73,941.25
Storm Line - 24" RCP	198	LF	\$160.00	\$31,659.20
Storm Line - 30" RCP	386	LF	\$185.00	\$71,358.20
Storm Line - 36" RCP	369	LF	\$215.00	\$79,255.45
Storm Line - 42" RCP	555	LF	\$250.00	\$138,867.50
Storm Line - 48" RCP	95	LF	\$290.00	\$27,425.30
FES - 12" Concrete w/ Riprap Surround	4	EA	\$2,200.00	\$8,800.00
FES - 24" Concrete w/ Riprap Surround	2	EA	\$3,100.00	\$6,200.00
FES - 30" Concrete w/ Riprap Surround	1	EA	\$3,500.00	\$3,500.00
FES - 48" Concrete w/ Riprap Surround	1	EA	\$5,200.00	\$5,200.00
Concrete Forebay	1	EA	\$5,000.00	\$5,000.00
Manhole - 4' Diameter	7	EA	\$4,500.00	\$31,500.00
Manhole - 5' Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole - 8' Diameter	1	EA	\$12,000.00	\$12,000.00
Inlet - Type C Field	1	EA	\$5,900.00	\$5,900.00
Inlet - Type D Field	1	EA	\$7,100.00	\$7,100.00
Inlet - 5' Type R	12	EA	\$7,800.00	\$93,600.00
Inlet - 10' Type R	4	EA	\$10,400.00	\$41,600.00
Detention Pond Outlet Structure	1	EA	\$14,000.00	\$14,000.00
	Utility - Storm Drainage System Subtotal			\$724,976.90

	Quantity	Units	Unit Cost	Total
Erosion Control				
Concrete Washout	3	EA	\$3,200.00	\$9,600.00
Slope Protection Mat	7836	SY	\$6.00	\$47,016.00
Inlet Protection	27	EA	\$500.00	\$13,500.00
Sediment Control Logs - Straw Wattles	14431	LF	\$9.00	\$129,879.00
Vehicle Tracking Control	8	EA	\$4,750.00	\$38,000.00
Outfall Protection w/ Riprap	3	EA	\$1,500.00	\$4,500.00
Fuel Containment Area	1	EA	\$3,500.00	\$3,500.00
Erosion Control Maintenance (months)	1	LS	\$100,000.00	\$100,000.00
	Erosion Control Subtotal			\$345,995.00
Landscaping				
Canopy Tree 2" Cal.	204	EA	\$600.00	\$122,400.00
Evergreen Tree 6-8' Height	24	EA	\$575.00	\$13,800.00
Ornamental Tree 1.5' Cal.	35	EA	\$450.00	\$15,750.00
Deciduous Shrub 5 Gal.	232	EA	\$45.00	\$10,440.00
Evergreen Shrub 5 Gal.	170	EA	\$50.00	\$8,500.00
Ornamental Grass 1 Gal.	131	EA	\$25.00	\$3,275.00
Perennial 1 Gal.	16	EA	\$20.00	\$320.00
Wood Mulch	7,129	EA	\$2.00	\$14,258.00
Sod	33,912	EA	\$1.25	\$42,390.00
Seed Mix-01	121,681	EA	\$0.50	\$60,840.50
Seed Mix-02	42,926	EA	\$0.50	\$21,463.00
Soil Prep/Fine Grading	49,514	EA	\$0.30	\$14,854.20
Steel Edger	611	EA	\$4.00	\$2,444.00
	Track & Field Subtotal			\$330,734.70

PROJECT TOTAL \$5,979,417.60

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



JVA, Incorporated
 1319 Spruce Street
 Boulder, CO 80302
 Ph: 303.444.1951
 Fax: 303.444.1957

Job Name: Erie Indoor Sports
 Job Number: 3425c
 Date: 09/19/2024
 By: AJC/TMP
 Phase: Final Plat Resubmittal

Exhibit C Engineer's Estimate of Probable Cost*
 for
ERIE INDOOR SPORTS - FUTURE MASON ST & PITCH DRIVE BUILDOUT
ERIE, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Pavement Sawcut - Asphalt	77	LF	\$10.00	\$770.00
Clear and Grub	3.8	AC	\$7,000.00	\$26,600.00
Subgrade - Scarify and Recompact - Roadway	64,100	CY	\$3.00	\$192,300.00
Earthwork - Cut and Fill Onsite Material	20,000	CY	\$6.50	\$130,000.00
Earthwork - Export Excess Cut	1,000	CY	\$25.00	\$25,000.00
County Line Road/Bonnel Ave Signalized Intersection	1	LS	\$820,000.00	\$820,000.00
	General Sitework Subtotal			\$1,194,670.00
Pavements				
Aggregate Subbase - 8" (Local Roads)	3,500	TONS	\$65.00	\$227,500.00
Asphalt T-Patch (Hand Mill & Patch)	1,000	SF	\$24.00	\$24,000.00
Asphalt Paving - 5" (Local Roads)	2,100	TONS	\$150.00	\$315,000.00
Concrete - 6" - Sidewalk & Medians	2,550	SY	\$105.00	\$267,750.00
Concrete - 8" (rebar reinforced) - cross pans	150	SY	\$185.00	\$27,750.00
Concrete - Curb & Gutter - 2' Pan	4,200	LF	\$42.00	\$176,400.00
Concrete - Curb Ramp	6	EA	\$2,125.00	\$12,750.00
Striping - Symbols Paint	10	EA	\$460.00	\$4,600.00
Striping - Thermoplastic	2,650	SF	\$25.00	\$66,250.00
Signage - Roadway	13	EA	\$1,200.00	\$15,600.00
	Pavements Subtotal			\$1,137,600.00

	Quantity	Units	Unit Cost	Total
Utility - Storm Drainage System				
Storm Line - 18" RCP	550	LF	\$125.00	\$68,750.00
Storm Line - 24" RCP	175	LF	\$160.00	\$28,000.00
Storm Line - 30" RCP	350	LF	\$185.00	\$64,750.00
Storm Line - 36" RCP	350	LF	\$215.00	\$75,250.00
Storm Line - 42" RCP	525	LF	\$250.00	\$131,250.00
Manhole - 4' Diameter	7	EA	\$4,500.00	\$31,500.00
Manhole - 5' Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole - 8' Diameter	1	EA	\$12,000.00	\$12,000.00
Inlet - 5' Type R	10	EA	\$7,800.00	\$78,000.00
Inlet - 10' Type R	4	EA	\$10,400.00	\$41,600.00
Utility - Storm Drainage System Subtotal				\$589,600.00
Landscaping				
Canopy Tree 2" Cal.	108	EA	\$600.00	\$64,800.00
Sod	32,789	EA	\$1.25	\$40,986.25
Soil Prep/Fine Grading	32,789	EA	\$0.30	\$9,836.70
Irrigation	32,789	EA	\$1.25	\$40,986.25
Landscaping Subtotal				\$156,609.20

PROJECT TOTAL \$3,078,479.20

* No design information is available for the future buildout of Mason Street or Pitch Drive. Quanties included with this estimate are based on assumptions made regarding the future street sections based on the street sections detailed in the Erie Indoor Sports Final Plat package. Signalized intersection pricing has been based on previous bid estimates for simiar intersections provided by others.

Engineer's opinions of probable Construction Cost provided for herein are to made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

SPECIAL WARRANTY DEED

THIS DEED is made this 22 day of August, 2024, between 7N, LLC, a Delaware limited liability company, whose address is 555 17th St. #2700 Denver, CO ("Grantor"), and the Town of Erie ("Grantee"), located at 645 Holbrook Street, Erie CO 80516. 80202

WITNESSETH, that the Grantor, for and in consideration of Ten and N0/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee and its successors and assigns forever all the real property, together with all improvements thereon, if any, situate, lying, and being in County of Weld, State of Colorado, described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property unto Grantee and its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Property in the quiet and peaceful possession of Grantee and its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, though or under Grantor, except and subject to matters of record, and except mineral interests, if any, and real estate taxes accrued prior to the date of this Deed due in 2024.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

7N, LLC,
a Delaware limited liability company

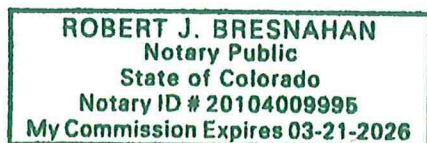
By: [Signature]
Name: Sean Casper
Title: Surface Land Manager

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 22 day of August, 2024, by Sean Casper, the Surface Land Manager of 7N, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission Expires: 3/21/2026



[Signature]
Notary Public, State of Colorado

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO BEAR SOUTH
00°39'55" EAST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM
CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST
CORNER OF SECTION 30, AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N
R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 WITH ALL
BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 1336.86 FEET TO THE
WEST 1/16TH CORNER OF SECTIONS 30-25;
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 30, NORTH 89°39'18" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF
BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°39'18" EAST, A DISTANCE OF 29.50 FEET
TO A POINT OF NON-TANGENT CURVATURE;
THENCE DEPARTING SAID NORTH LINE, 38.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT,
HAVING A RADIUS OF 25.00 FEET, AN INCLUDED OF 89°14'13" AND SUBTENDED BY A CHORD
BEARING SOUTH 45°02'12" WEST, A DISTANCE OF 35.12 FEET;
THENCE SOUTH 00°25'05" WEST, A DISTANCE OF 230.54 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY LINE OF COUNTY LINE ROAD (A.K.A. WCR 1);
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE LYING 30.00 FEET
EASTERLY OF AND PARALLEL WITH SAID WEST LINE, NORTH 00°39'55" WEST, A DISTANCE OF
255.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 746 SQ. FT., OR 0.02 ACRES, MORE OR LESS.

I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF
COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF
FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED
EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME
OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN
ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND
ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR
IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED
AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO
REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN
VIOLATION OF STATE STATUTE.

JESS J. KUNTZ
COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

Digitally signed by Jess Kuntz
DN: cn=Jess Kuntz, o=Flatirons, Inc.,
ou, email=jkuntz@flatironsinc.com,
c=US
Date: 2024.07.18 09:48:53 -06'00



JOB NUMBER: 21-75,891 (C)
DRAWN BY: E. PRESCOTT
DATE: JULY 18, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED
FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON
IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Land Surveying Service



655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

POINT OF COMMENCEMENT
NORTHWEST CORNER SEC. 30
FOUND #6 REBAR WITH 2" ALUMINUM CAP
IN MONUMENT BOX "TIN R69W R68W S24
S19 S25 S30 1994 LS 14083"

SHEET 3 OF 4

W1/16TH COR. SEC. 30-25

N89°39'18"E
30.00'

POINT OF BEGINNING
N89°39'18"E
29.50'

N. LINE SW1/4 NW1/4 SEC. 30

L=38.94'
R=25.00'
Δ=89°14'13"
CH=S45°02'12"W
35.12'

AREA: 746 SQ. FT., OR
0.02 ACRES, MORE OR
LESS

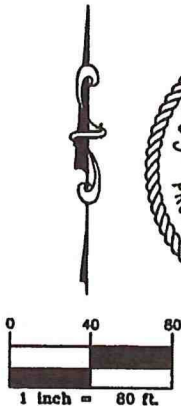
TRACT A
FEUER SUBDIVISION FILING NO. 1,
AMENDMENT NO. 1
REC. NO. 4483903
4/25/2019

BASIS OF BEARINGS
S00°39'55"E 2673.73'

W. LINE NW1/4 SEC. 30
S00°39'55"E 1336.86'
COUNTY LINE ROAD (A.K.A. WCR 1)
N00°39'55"W 255.20'

S00°25'05"W 230.54'

30.0'



W. 1/4 COR. SEC. 30
FOUND #6 REBAR WITH 2"
ALUMINUM CAP IN RANGE BOX "TIN
R69W R68W S25 S30 1996 LS
14083"

JOB NUMBER: 21-75,891 (C)
DRAWN BY: E. PRESCOTT
DATE: JULY 18, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Land Surveying Services



655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

BY:EPRESCOTT FILE:75891 DESC C ROW.DWG DATE:7/18/2024 9:44 AM

ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

36.11 ACRES - 9 LOTS/1 TRACT
FP-001599-2023

Dedication and Ownership Statement

THE UNDERSIGNED, BEING ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2873.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "TIN R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "TIN R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTIN 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT, THE STREETS, TRACTS, AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

OWNER:
ESC LLC, A COLORADO LIMITED LIABILITY COMPANY

Michael Bosma
BY: MICHAEL BOSMA AS MANAGER

1/13/2025
DATE

ATTEST:

SECRETARY/TREASURER

STATE OF COLORADO

COUNTY OF Boulder }SS.

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025 BY
MICHAEL BOSMA AS MANAGER OF ESC LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

Molly Beytien
NOTARY PUBLIC

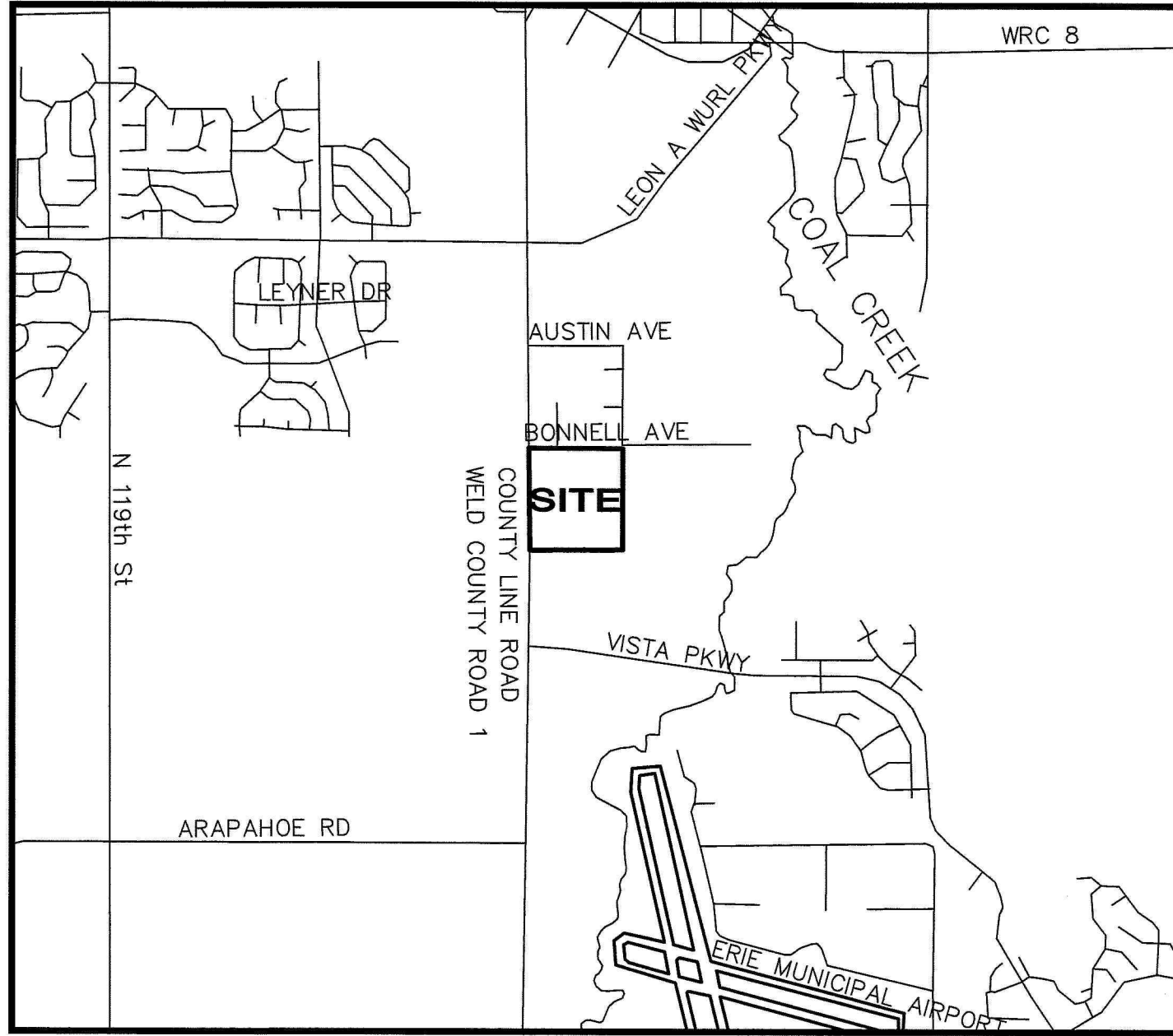
MOLLY BEYTEN
Notary Public
State of Colorado
Notary ID # 20134066604
My Commission Expires 10-05-2025

MY COMMISSION EXPIRES: 10/05/2025

Land Summary Chart		
TYPE	AREA	% OF TOTAL AREA
LOTS	27.68 AC +/-	77%
TRACTS	2.44 AC +/-	7%
PUBLIC ROW	5.99 AC +/-	16%
TOTAL	36.11 AC +/-	100%

Tract Summary Chart		
TRACT	AREA	USE
TRACT A	2.44 AC +/-	DRAINAGE/DETENTION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	349.50	222.50	90°00'00"	N44°20'04"E	314.66
C2	23.56	15.00	90°00'00"	N44°20'05"E	21.21
C3	23.65	15.00	90°19'14"	N44°29'41"E	21.27
C4	47.12	30.00	90°00'00"	S45°39'55"E	42.43
C5	23.56	15.00	90°00'00"	N45°39'55"W	21.21
C6	47.12	30.00	90°00'00"	S44°20'04"W	42.43
C7	39.13	25.00	89°40'46"	S45°30'19"E	35.26
C8	23.48	15.00	89°40'46"	N45°30'19"W	21.15
C9	39.54	25.00	90°37'00"	N44°38'34"E	35.55
C10	23.78	15.00	90°50'17"	S44°14'10"W	21.37
C11	47.45	30.00	90°37'00"	N44°38'34"E	42.65
C12	38.78	25.00	88°51'57"	S45°36'57"E	35.00
C13	39.00	25.00	89°23'00"	S45°21'26"E	35.16



Vicinity Map
NOT TO SCALE

Notes

1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABJ25177684.1-2, DATED FEBRUARY 13, 2024 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.

4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°39'55"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "TIN R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "TIN R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.

6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

7. DATES OF FIELDWORK: MARCH 4, 5, & 25 2021.

8. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 1,572,934 SQ. FT. OR 36.11 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

9. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.
#9 APRIL 1, 1882 BK 30, PG 502 RIGHT-OF-WAY EASEMENT (OLD RR DEED, ILLEGIBLE)
#11 FEB 25, 1893 BK 57, PG 238 PATENT
#12 AUG 10, 1943 BK 1115, PG 165 MINERAL RIGHTS
#14 MAY 11, 1978 REC# 1753139 AVIATION EASEMENT
#17 MAY 11, 1992 REC# 2287501 OIL AND GAS LEASE
JAN 19, 1999 REC# 2667757 EXTENSION
JUNE 28, 2010 REC# 3702117 DECLARATION OF POOLING
JULY 21, 1992 REC# 2296371 MAP SHOWING EXISTING MONUMENTATION ON RAILROAD RIGHT-OF-WAY (TITLE WORK STATES IT IS "GAS SIGN AND GAS VENTS, AND OTHER MATTERS AS SET FORTH ON MAP")
BLANKET EASEMENT TO THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT
DEED MATTERS SHOWN ON ALTA/ACSM LAND TITLE SURVEY

#20 DEC 4, 1997 REC# 2582675

#21 JULY 19, 1999 REC# 2707505
#22 JUNE 10, 2008 REC# 3559725

#24 OCT 12, 2018 REC# 4438250 MEMORANDUM OF AGREEMENT
OCT 12, 2018 REC# 4438252 MEMORANDUM OF AGREEMENT
OCT 12, 2018 REC# 4438287 MEMORANDUM OF AGREEMENT
#25 JUNE 19, 2019 REC# 4498658 NOTIFICATION OF SURFACE DEVELOPMENT
JULY 17, 2019 REC# 4506261 AMENDED REQUEST
#26 OCT 28, 2019 REC# 4535737 OIL AND GAS LEASE

NOTE: ANNEXATION ORDINANCE FOR THE SUBJECT PROPERTY RECORDED DECEMBER 28, 1977 UNDER RECEPTION NO. 1739852 AND MAP UNDER RECEPTION NO. 1739854

10. NO VISIBLE EVIDENCE WAS OBSERVED DURING THE COURSE OF THE SURVEY AS TO THE FOLLOWING: EXISTING/PROPOSED WATERCOURSES, RETENTION AND DETENTION AREAS, WETLANDS AND RIPARIAN AREAS, STREAMS, LAKES, DITCHES AND LATERALS ON THE SUBJECT PROPERTY.

11. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08013C-0443 K, DATED AUGUST 15, 2019. FLOOD INFORMATION IS SUBJECT TO CHANGE

12. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE TOWN OF ERIE ENGINEERING STANDARDS AND SPECIFICATIONS. AS AMENDED, THE OWNERS GRANT THE TOWN OF ERIE A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO INSPECT, MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY THE TOWN OF ERIE MUNICIPAL CODE, AS AMENDED; AND TO INSPECT, MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

13. DUE TO THE PROXIMITY OF THE PROPERTY TO THE ERIE MUNICIPAL AIRPORT, THERE WILL BE AIRCRAFT PASSING OVER THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS PROPERTY AT LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE TOWN OF ERIE FOR AIRCRAFT OPERATIONS.

14. TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY GRANTED AROUND THE PERIMETER OF PLATTED AREAS INCLUDING LOTS, TRACTS, PARCELS AND/OR OPEN SPACE AREAS. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEE, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEE, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

15. THERE IS A BLANKET DRAINAGE EASEMENT OVER TRACT A.

16. THE MAPPED SEVERE GEOLOGIC HAZARD ZONE IMPACTS THE NORTHWESTERLY CORNER OF LOT 1. LOCATION SHOWN HEREON IS BASED ON MAPPING PROVIDED BY THE TOWN OF ERIE AND IS APPROXIMATE.

17. THE SUBJECT PARCEL IS SUBJECT TO AN AVIGATION EASEMENT RECORDED MAY 11, 1978 AT RECEPTION NO. 1753139. SAID EASEMENT BLANKETS THE ENTIRE SUBJECT PARCEL.

18. LOTS FRONTING COUNTY LINE ROAD SHALL NOT HAVE DIRECT EGRESS/INGRESS FROM COUNTY LINE ROAD.

19. MONUMENT LIES SOUTH OF 1/16TH LINE AND COULD NOT BE ACCEPTED.

Title Verification Certificate

WE, LAND TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS: as shown in commitment no 252177684.1-3 dated 1-8-25

LAND TITLE GUARANTEE COMPANY

BY: W.C. Co. II

DATE: 1-13-25

TITLE: Commercial Title Officer

ATTEST: (IF CORPORATION)

SECRETARY/TREASURER

STATE OF COLORADO

COUNTY OF Arapahoe }SS

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025
BY Mary Clarke Gentry AS Commercial title officer

WITNESS MY HAND AND OFFICIAL SEAL

Carolyn Manning
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: 4-4-2026

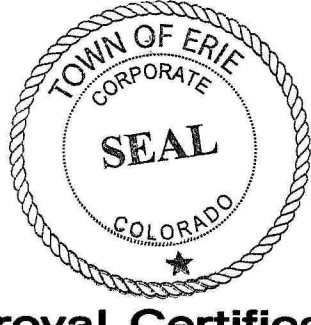
CAROLYN MANNING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224013264
MY COMMISSION EXPIRES 04/04/2026

Town Council Approval Certificate

THIS PLAT TO BE KNOWN AS ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT IS APPROVED AND ACCEPTED BY RESOLUTION NO. 24-139, PASSED AND ADOPTED AT A MEETING OF THE TOWN COUNCIL OF ERIE, COLORADO, HELD ON THE 10th DAY OF December, 2024

MAYOR:

ATTEST: Doreen Jany
TOWN CLERK



Planning & Development Approval Certificate

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING & DEVELOPMENT DIRECTOR ON THIS 13th DAY OF January, 2025

Scott Munn
PLANNING & DEVELOPMENT DIRECTOR

Acceptance Certificate

THE DEDICATION OF TRACT A IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY ESC LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: MICHAEL BOSMA

DATE: 1/13/2025

TITLE: MANAGER

STATE OF COLORADO

COUNTY OF WELD

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025 BY MICHAEL BOSMA AS MANAGER OF ESC LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

Molly Beytien
NOTARY PUBLIC

MOLLY BEYTEN
Notary Public
State of Colorado
Notary ID # 20134066604
My Commission Expires 10-05-2025

MY COMMISSION EXPIRES: 10/05/2025

Surveyor's Certificate

I, JESS JACOB KUNTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS FINAL PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON MARCH 25, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS 10TH DAY OF DECEMBER, 2024.

JESS JACOB KUNTZ
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #38409

Digitally signed by Jess Kuntz
DN: cn=Jess Kuntz, o=Flatirons, Inc., ou,
email=jkuntz@flatironsinc.com, c=US
Date: 2024.12.10 11:49:58 -0700

Clerk & Recorder Certificate

STATE OF COLORADO

COUNTY OF WELD

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ___ DAY OF

_____, 20___ A.D. AND WAS RECORDED AT RECEPTION NUMBER

COUNTY CLERK AND RECORDER

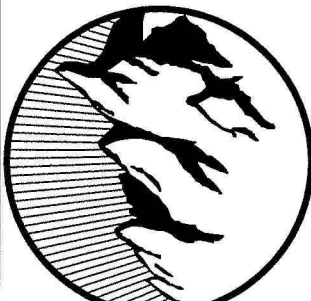
APPLICANT/DEVELOPER:
RUBICON DEVELOPMENT
1035 PEARL STREET #205
BOULDER, CO 80302

DATE	REVISION
2023-09-20 EP	1 -Revisions per Client
2024-02-09 EP	2 -Revisions per Client
2024-02-16 EP	3 -Revisions per Client
2024-07-18 EP	4 -Revisions per Client
	5
	6
	7
	8
	9

ERIE SPORTS COMPLEX SUBDIVISION
FINAL PLAT

COPYRIGHT 2024 FLATIRONS, INC.

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
4501 LOGAN ST.
DENVER, CO 80216
3805 IRIS AVE, STE 305
BOULDER, CO 80301
PH: (303) 443-7001
PH: (303) 776-1733
FAX: (303) 443-9830
FAX: (303) 923-3180



JOB NUMBER:

21-75,891

DATE:

6/7/2023

DRAWN BY:

E. PRESCOTT

CHECKED BY:

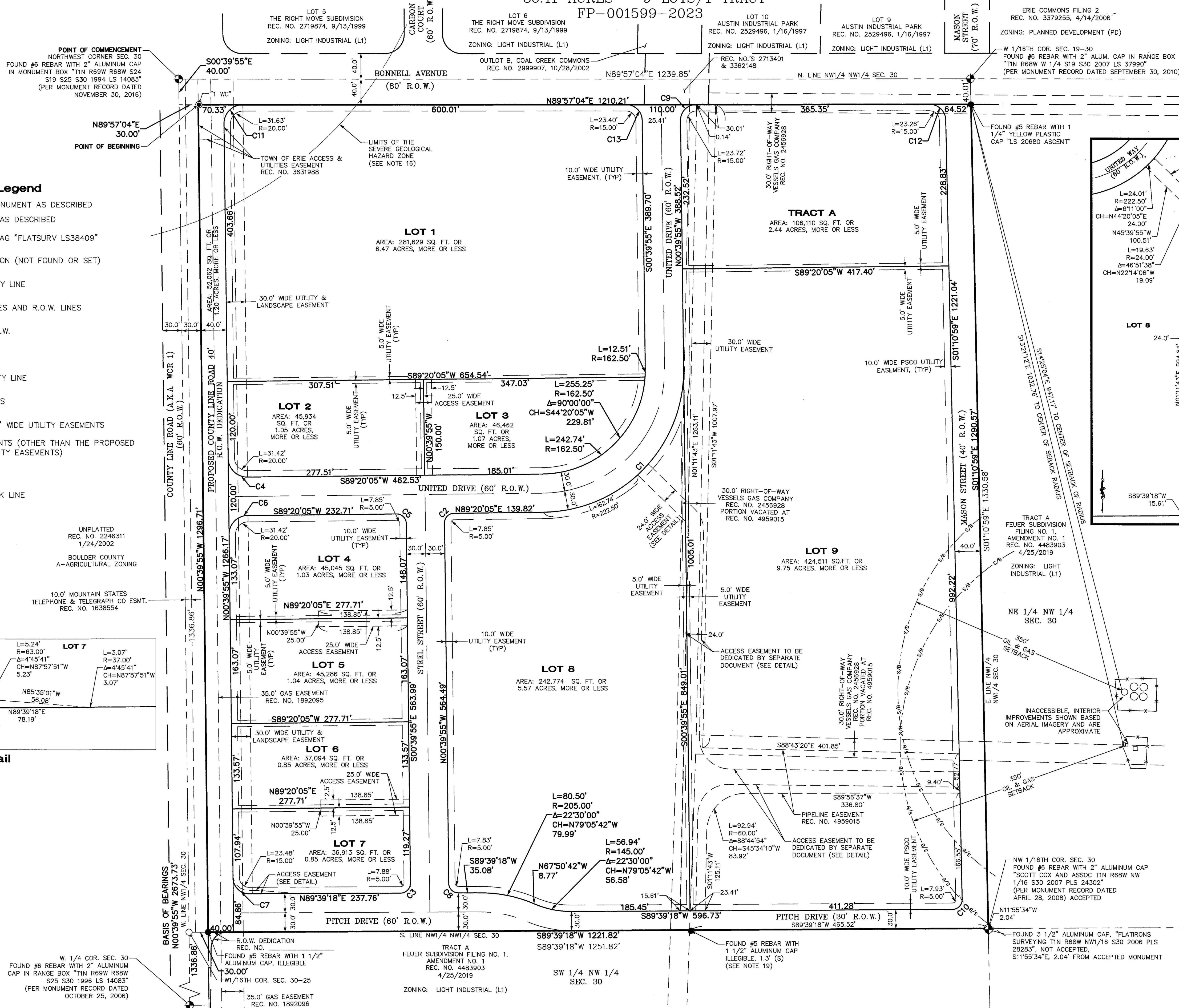
WW/JZG/MV

SHEET 1 OF 2

ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2
36.11 ACRES - 9 LOTS/1 TRACT
FP-001599-2023



DATE	REVISION
2023-05-09 EP	1
2024-05-09 EP	2
2024-07-15 EP	3
2024-07-18 EP	4
	5
	6
	7
	8
	9

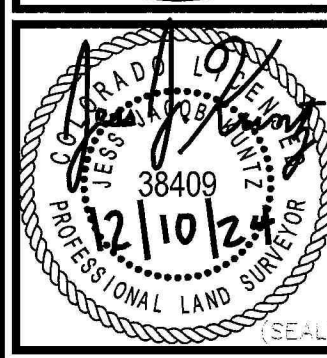
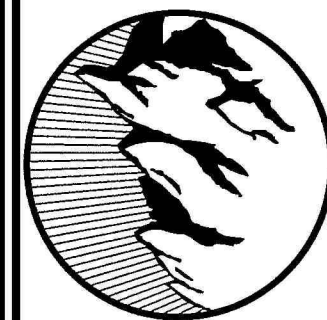
ERIE SPORTS COMPLEX SUBDIVISION
FINAL PLAT

COPYRIGHT 2024, FLATIRON, INC.

Flatirons, Inc.
Land Surveying Services

www.FlatironsInc.com

4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6897
FAX: (303) 923-3180



JOB NUMBER:
21-75,891
DATE:
6/7/2023
DRAWN BY:
E. PRESCOTT
CHECKED BY:
WW/JZG/MV

SHEET 2 OF 2