

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS AGREEMENT is made this 15th day of June, 2020, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein and the Town is or will be the owner of the real property described in **Exhibit A-3** attached hereto and incorporated herein by this reference, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, related to the construction of the public improvements described herein. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, the regulations of Douglas County, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the "Annexation Agreement"), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July 24, 2017, which was recorded on August 15, 2017, at Reception No. 2017055568. The requirements of the

SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS AGREEMENT is made this 15th day of June, 2020, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein and the Town is or will be the owner of the real property described in **Exhibit A-3** attached hereto and incorporated herein by this reference, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, related to the construction of the public improvements described herein. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, the regulations of Douglas County, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the "Annexation Agreement"), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July 24, 2017, which was recorded on August 15, 2017, at Reception No. 2017055568. The requirements of the

Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South, which was amended on April 3, 2017, January 9, 2018, and December 4, 2018 (the "Project IGA"). The Project IGA includes a portion of the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Chambers Road and Peoria Street, including the associated drainageway and traffic signal improvements, in two (2) segments. The first segment is described in Exhibit C-1, which is attached hereto and incorporated by this reference, will be completed by June 30, 2022 (the "First Segment"). The second segment is described in Exhibit C-2, which is attached hereto and incorporated by this reference, will be completed by December 31, 2022 (the "Second Segment"). The Developer shall furnish the performance guarantee described in paragraph 12 of this Agreement to the Town on or before December 31, 2020, for the construction of Segment 1 and Segment 2 (Belford Avenue between Chambers Road and Peoria Street).

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown on **Exhibit G**, which is attached hereto and incorporated by this reference.

e. Prior to probationary acceptance of the Public Improvements, the Developer shall install a fire hydrant and approved emergency access barrier in the offsite emergency access cul-de-sac located at the north dead end of 1st Street.

f. Within thirty (30) days following formal notice from the Town, the Developer shall pay to the Town one hundred percent (100%) of the cost to construct the major drainageway improvements to Green Acres Tributary, as determined by the Town and the Mile

High Flood District (the “Green Acres Tributary Payment”). The Town may withhold probationary acceptance of the Public Improvements until the Green Acres Tributary Payment is made to the Town.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. 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;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances for the Property, as shown on the final plat (for Segment 1), landscape plans and the associated construction documents for Segment 1 and Segment 2 (collectively referred to as the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town, subject to the Project IGA. The Public Improvements required by this Agreement and shown on the final plat (for Segment 1), as well as associated construction documents approved by the Director of Engineering/Public Works of the Town (for Segment 1 and Segment 2) and the costs of these Public Improvements, are set forth on Exhibit C-1 for Segment 1 and Exhibit C-2 for Segment 2. All Public Improvements covered by this Agreement shall be made in accordance with the final plat (for Segment 1) and associated construction documents (for Segment 1 and Segment 2) drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town, subject to the Project IGA.

The Developer shall warrant any and all Public Improvements for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town, subject to the Project IGA. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works, subject to the Project IGA. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance, subject to the Project IGA. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed, subject to the Project IGA. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works, subject to the Project IGA. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth, subject to the Project IGA.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before June 30, 2022, for Segment 1 and December 31, 2022, for Segment 2, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications, subject to the Project IGA.

The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above, subject to the Project IGA.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, on or before December 31, 2020, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C-1 and Exhibit C-2, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat for Segment 1 by the Town is contingent upon the Developer's provision of cash to the Town, in the amount and form provided herein. Failure of the Developer to provide cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat for Segment 1. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the final plat for Segment 1 is recorded in the real estate records of Douglas County and the Town has received cash and approved the Financial Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C-1 and Exhibit C-2. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by

the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Financial Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code or the nuisance regulations of Douglas County for that portion of the Public Improvements constructed outside of the Town's boundaries. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the

nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to insure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities. Notwithstanding the foregoing, a special district created by the Developer may assume the responsibilities of an association as described herein.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

And: Thomas Triplett, Manager
C/O Vickers Trusts
1223 North Rock Road, Building H, Suite 100
Wichita, KS 67206-1271
Facsimile No.: (316) 636-2440
Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
Attn.: Jennifer L. Stenman
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202
Facsimile: (303) 292-4510
Jennifer.stenman@moyewhite.com

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

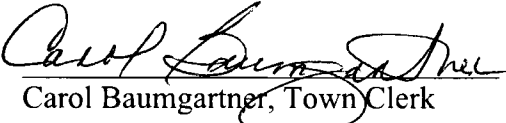
WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

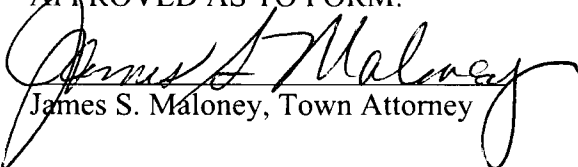
By: _____


~~Mike Wald, Mayor Pro TEM~~
Joshua RIVERO

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue on following page.]

DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company

By: Thomas Triplett
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 9th day of June, 2020, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: March 10, 2021.

(SEAL)

Kathryn R Newsom
Notary Public

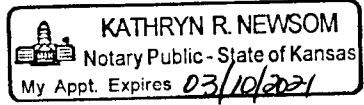


EXHIBIT LIST

- Exhibit A-1 Legal Description of the Compark Village South Filing No. 1 Property
- Exhibit A-2 Legal Description of Douglas County Property (Belford Avenue Right-of-Way)
- Exhibit A-3 Legal Description of Town Property (Belford Avenue Right-of-Way)
- Exhibit B Copy of the Final Plat
- Exhibit C-1 Estimated Cost of the Segment 1 Public Improvements
- Exhibit C-2 Estimated Cost of the Segment 2 Public Improvements
- Exhibit D Form of Financial Guarantee Agreement
- Exhibit E Estimated Cost of Streetscape Improvements
- Exhibit F Estimated Cost of Landscape Improvements
- Exhibit G Description of Existing Trees

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A-1

LEGAL DESCRIPTION: PROPERTY WITHIN TOWN OF PARKER

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

COMPARK VILLAGE SOUTH FILING NO. 1

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

**LEGAL DESCRIPTION: PROPERTY OUTSIDE THE CORPORATE LIMITS OF
THE TOWN OF PARKER**

EXHIBIT A-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 TO BEAR NORTH 00°30'14" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 174.02 FEET ALONG SAID EAST LINE TO A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°06'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 247.09 FEET, THE CHORD OF WHICH BEARS SOUTH 69°57'12" WEST, A DISTANCE OF 246.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 74°30'20" WEST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 995.00 FEET, AN ARC LENGTH OF 858.38 FEET, THE CHORD OF WHICH BEARS SOUTH 49°47'28" WEST, A DISTANCE OF 832.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°04'36" WEST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°26'30", A RADIUS OF 1105.00 FEET, AN ARC LENGTH OF 972.81 FEET, THE CHORD OF WHICH BEARS SOUTH 50°17'51" WEST, A DISTANCE OF 941.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 75°31'06" WEST, A DISTANCE OF 200.51 FEET;

THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 319.15 FEET;

THENCE SOUTH 44°39'42" WEST, A DISTANCE OF 73.18 FEET TO A LINE 62.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 00°19'20" EAST, A DISTANCE OF 1,055.54 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 89°25'34" WEST, A DISTANCE OF 62.50 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 1,127.28 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF PEORIA STREET AS RECORDED JANUARY 8, 1998 IN BOOK 1500 AT PAGE 2361 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°40'40" EAST, A DISTANCE OF 51.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID PEORIA STREET;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 170.11 FEET ALONG LAST SAID EAST LINE;

SEE SHEET 2 OF 5



6008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph.303.708.0500 f.303.708.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP

DRAWN BY: GDP

DATE: 10/14/16

SCALE: N/A

SHEET

1 OF 5

00C.LCPKC3.03

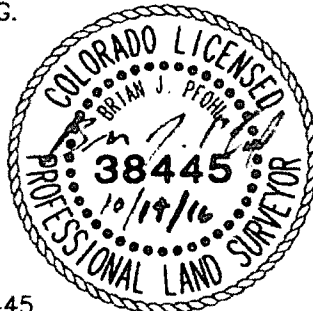
Dwg. Name: P:\Cicpkc3\Com\South03-Ultimate Belford Ave\Draw\Surv\Exhibits_Surv\00C.LCPKC3.03-St-BELFORD.dwg Updated By: BJP/rohl 10/14/2016 11:24 AM

EXHIBIT A-2

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 12.51 FEET;
 THENCE SOUTH 45°20'18" EAST, A DISTANCE OF 71.90 FEET;
 THENCE NORTH 89°39'42" EAST, A DISTANCE OF 284.74 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°10'56",
 A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 584.14 FEET, THE CHORD OF WHICH BEARS NORTH
 71°34'14" EAST, A DISTANCE OF 574.48 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
 28°24'09", A RADIUS OF 995.00 FEET AN ARC LENGTH OF 493.24 FEET, THE CHORD OF WHICH BEARS
 NORTH 39°16'41" EAST, A DISTANCE OF 488.20 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 25°04'36" EAST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°25'44",
 A RADIUS OF 1,105.00 FEET, AN ARC LENGTH OF 953.28 FEET, THE CHORD OF WHICH BEARS NORTH
 49°47'28" EAST, A DISTANCE OF 923.99 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 74°30'20" EAST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°04'13",
 A RADIUS OF 1,445.00 FEET, AN ARC LENGTH OF 279.19 FEET, THE CHORD OF WHICH BEARS NORTH
 68°58'13" EAST, A DISTANCE OF 278.76 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF
 SECTION 1;
 THENCE SOUTH 00°30'14" EAST, A DISTANCE OF 121.43 FEET ALONG LAST SAID EAST LINE TO THE
 POINT OF BEGINNING.
 CONTAINING 452,384 SQUARE FEET OR 10.3853 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
 FOR AND ON BEHALF OF MANHARD CONSULTING LLC



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303 708 0500 fx:303 708 0400 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR: <u>BJP</u>	SHEET
DRAWN BY: <u>GDP</u>	2 OF 5
DATE: <u>10/14/16</u>	00C.LCPKC3.03
SCALE: <u>N/A</u>	

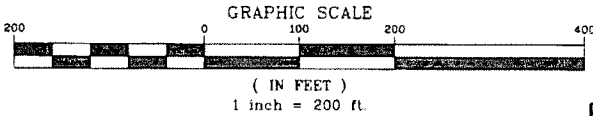
10/14/2016 11:24 AM Dwg Name: P:\Cenpkc\ComSeuil\03-Divmole-Beitara-Ave\New\Surv\Exhibits_Surv\00C.LCPKC3.03-5-BELFORD.dwg Updated By: B-Pfohl

Dwg. Name: P:\C\pkc3\Com\South03-Ultimate Belford Ave.dwg \Surv\Exhibits_Surv\00C.LCPKC.3.03-SI-BELFORD.dwg Updated By: BJP/oh

EXHIBIT A-2

EAST QUARTER CORNER SECTION 1, T6S, R67W
 FOUND NO. 5 REBAR W/3.25" ALUMINUM CAP
 STAMPED "LS 16406, 1997"

EAST LINE OF THE SOUTHEAST QUARTER OF
 SECTION 1, TOWNSHIP 5 SOUTH, RANGE 67 WEST



$\Delta=11^{\circ}04'13''$
 $R=1445.00'$ $L=279.19'$
 $CH=N 68^{\circ}58'13'' E 278.76'$

UNPLATTED

SOUTH LINE OF THE SOUTHEAST QUARTER OF
 SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST

$\Delta=49^{\circ}25'44''$
 $R=1105.00'$ $L=953.28'$
 $CH=N 49^{\circ}47'28'' E 923.99'$

$N 74^{\circ}30'20'' E$
 $220.72'$

BELFORD AVENUE
 $452.384 S.F. \pm$
 $10.3853 AC. \pm$

$S 74^{\circ}30'20'' W$
 $220.72'$

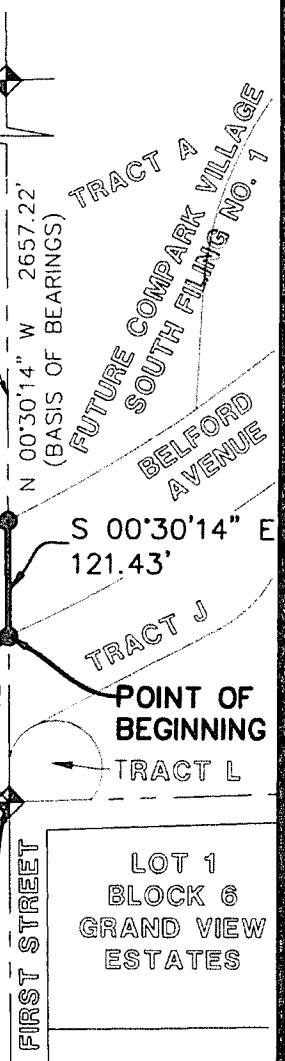
$\Delta=9^{\circ}06'15''$
 $R=1555.00'$ $L=247.09'$
 $CH=S 69^{\circ}57'12'' W 246.83'$

POINT OF COMMENCING

SOUTHEAST CORNER SECTION 1, T6S, R67W
 FOUND NO. 5 REBAR W/2" ALUMINUM CAP
 STAMPED "LS 28286, 2001"

NORTH LINE OF THE NORTHEAST QUARTER OF
 SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

UNPLATTED



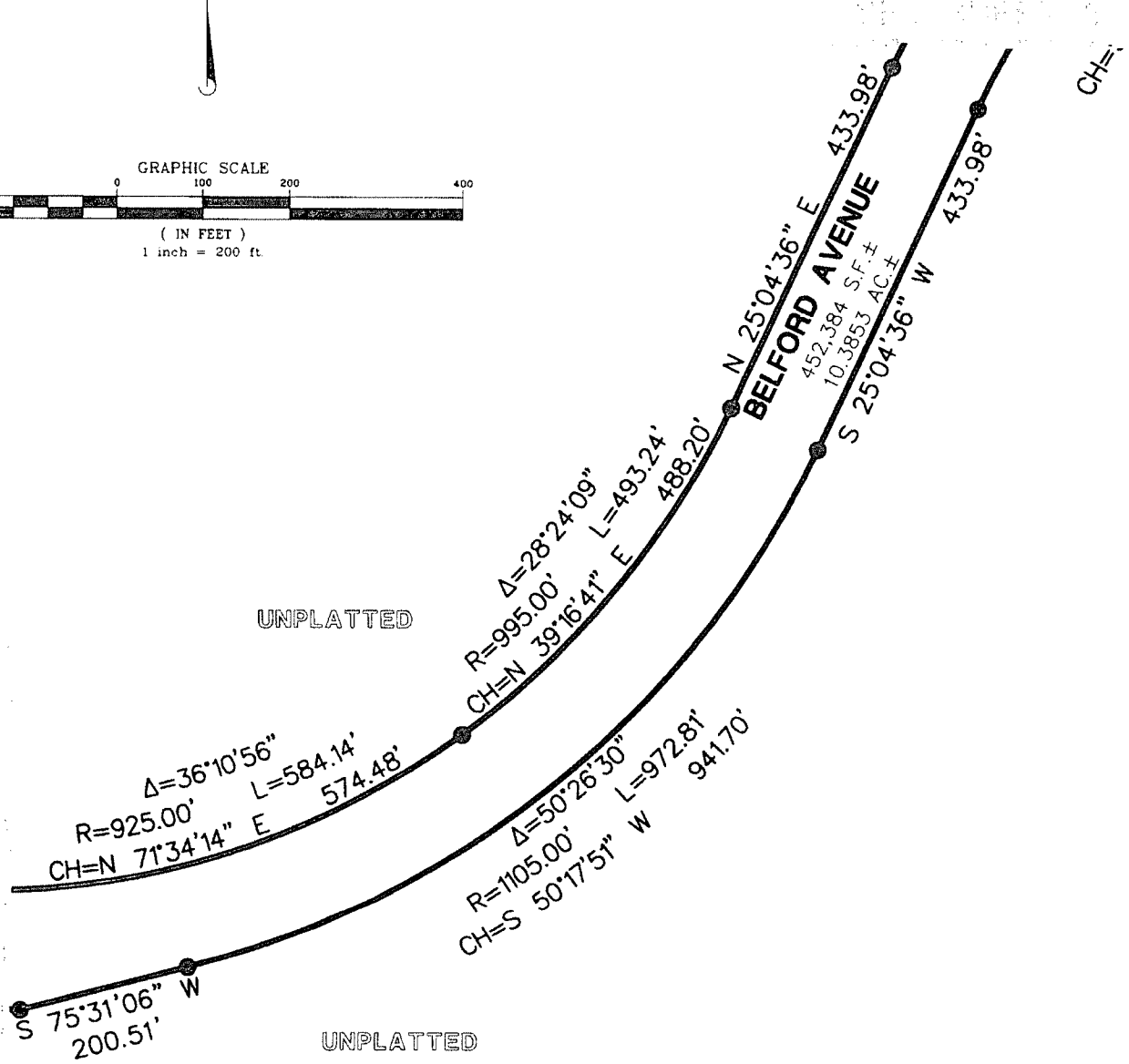
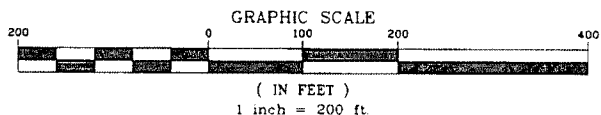
NOTE:
 • DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>GDP</u>	3 OF 5
DATE: <u>10/14/16</u>	00C.LCPKC.3.03
SCALE: <u>1" = 200'</u>	

EXHIBIT A-2



NOTE:
 ● DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	4 OF 5
DATE: 10/14/16	00C.LCPKC3.03
SCALE: 1" = 200'	

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg\Surv\Exhibits_Surv\00C.LCPKC3.03-S1-BELFORD.dwg Updated By: BPFahl

10/14/2016 11:24 AM Dwg Name: P:\C\pkc3\Com\South03-Ultimate Belford Ave.dwg \Surv\Exhibits_Surv\00C.LCPKC3.03-S1-BELFORD.dwg Updated By: BPrich

EXHIBIT A-2

PEORIA STREET

BOOK 1500, PAGE 2361

N 89°39'42" E
12.51'

N 00°19'20" W
170.11'

N 89°40'40" E
51.00'

BELFORD AVENUE

RECEPTION NO. 1997055599

TRACT B
MERIDIAN OFFICE PARK,
FILING NO. 4, 1ST AMENDMENT
RECEPTION NO. 1999069993

PEORIA STREET
RECEPTION NO. 1998016842

CENTER QUARTER CORNER
SECTION 12, T6S, R67W
FOUND NO. 6 REBAR
W/3.25" ALUMINUM CAP
STAMPED "PLS 27263, 2000"

N 00°19'20" W 1127.28'

S 00°19'20" E 1055.54'

WEST LINE OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

S 89°25'34" W
62.50'

S 45°20'18" E
71.90' UNPLATTED

N 89°39'42" E
284.74'

$\Delta=36^{\circ}10'E$
R=925.00'
CH=N 71°34'14"

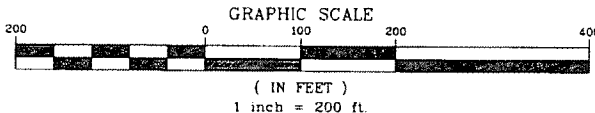
BELFORD AVENUE

452,384 S.F.±
10.3853 AC.±

S 89°39'42" W 319.15'
S 75°31'06" W 200.51'

S 44°39'42" W
73.18'

UNPLATTED



SOUTH LINE OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>GDP</u>	5 OF 5
DATE: <u>10/14/16</u>	00C.LCPKC3.03
SCALE: <u>1" = 200'</u>	

EXHIBIT A-3

LEGAL DESCRIPTION OF TOWN PROPERTY (BELFORD AVENUE RIGHT OF WAY)

EXHIBIT A-3

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, THE SOUTHEAST QUARTER OF SECTION 6, AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 87°49'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 66°07'14" EAST, A DISTANCE OF 2361.61 FEET TO THE CENTERLINE OF HAPPY CANYON CREEK AND THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 77°31'06" EAST, A DISTANCE OF 103.01 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°52'15", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 13.51 FEET, THE CHORD OF WHICH BEARS NORTH 79°27'14" EAST, A DISTANCE OF 13.51 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°19'54", A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 76.77 FEET, THE CHORD OF WHICH BEARS SOUTH 27°27'09" EAST, A DISTANCE OF 76.74 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 24°47'12" EAST, A DISTANCE OF 179.04 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°28'38", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 238.78 FEET, THE CHORD OF WHICH BEARS SOUTH 32°01'31" EAST, A DISTANCE OF 238.14 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 39°15'50" EAST, A DISTANCE OF 346.13 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°47'45", A RADIUS OF 1141.04 FEET, AN ARC LENGTH OF 792.53 FEET, THE CHORD OF WHICH BEARS SOUTH 59°09'43" EAST, A DISTANCE OF 776.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 79°03'36" EAST, A DISTANCE OF 190.70 FEET TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16, RECORDED DECEMBER 19, 2000 AT RECEPTION NO. 91584;

THENCE SOUTH 10°56'24" WEST, A DISTANCE OF 110.09 FEET ALONG SAID RIGHT-OF-WAY-LINE;

SEE SHEET 2 OF 4



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

CHAMBERS HIGH POINT	
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JRH</u>	1 OF 4
DATE: <u>10/29/19</u>	CLC.PKCO08.01
SCALE: <u>N/A</u>	

10/29/2019 12:27 PM Dwg Name: P:\C\pkco08\dwg\Surv\Final Drawings\Exhibits\Surv\CPCPKC08.01-SI-BELFORD AVENUE.dwg Updated By: JHarrell

EXHIBIT A-3

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 79°01'59" WEST, A DISTANCE OF 191.23 FEET TO A NON-TANGENT CURVE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 39°46'18", A RADIUS OF 1251.04 FEET, AN ARC LENGTH OF 868.40 FEET, THE CHORD OF WHICH BEARS NORTH 59°08'59" WEST, A DISTANCE OF 851.07 FEET TO A POINT OF TANGENCY;
THENCE NORTH 39°15'50" WEST, A DISTANCE OF 346.13 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°28'38", A RADIUS OF 1055.00 FEET, AN ARC LENGTH OF 266.57 FEET, THE CHORD OF WHICH BEARS NORTH 32°01'31" WEST, A DISTANCE OF 265.86 FEET TO A POINT OF TANGENCY;
THENCE NORTH 24°47'12" WEST, A DISTANCE OF 179.04 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°11'47", A RADIUS OF 715.00 FEET, AN ARC LENGTH OF 102.28 FEET, THE CHORD OF WHICH BEARS NORTH 28°53'06" WEST, A DISTANCE OF 102.20 FEET TO THE POINT OF BEGINNING.
CONTAINING 207,795 SQUARE FEET OR 4.7703 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING

Manhard
CONSULTING

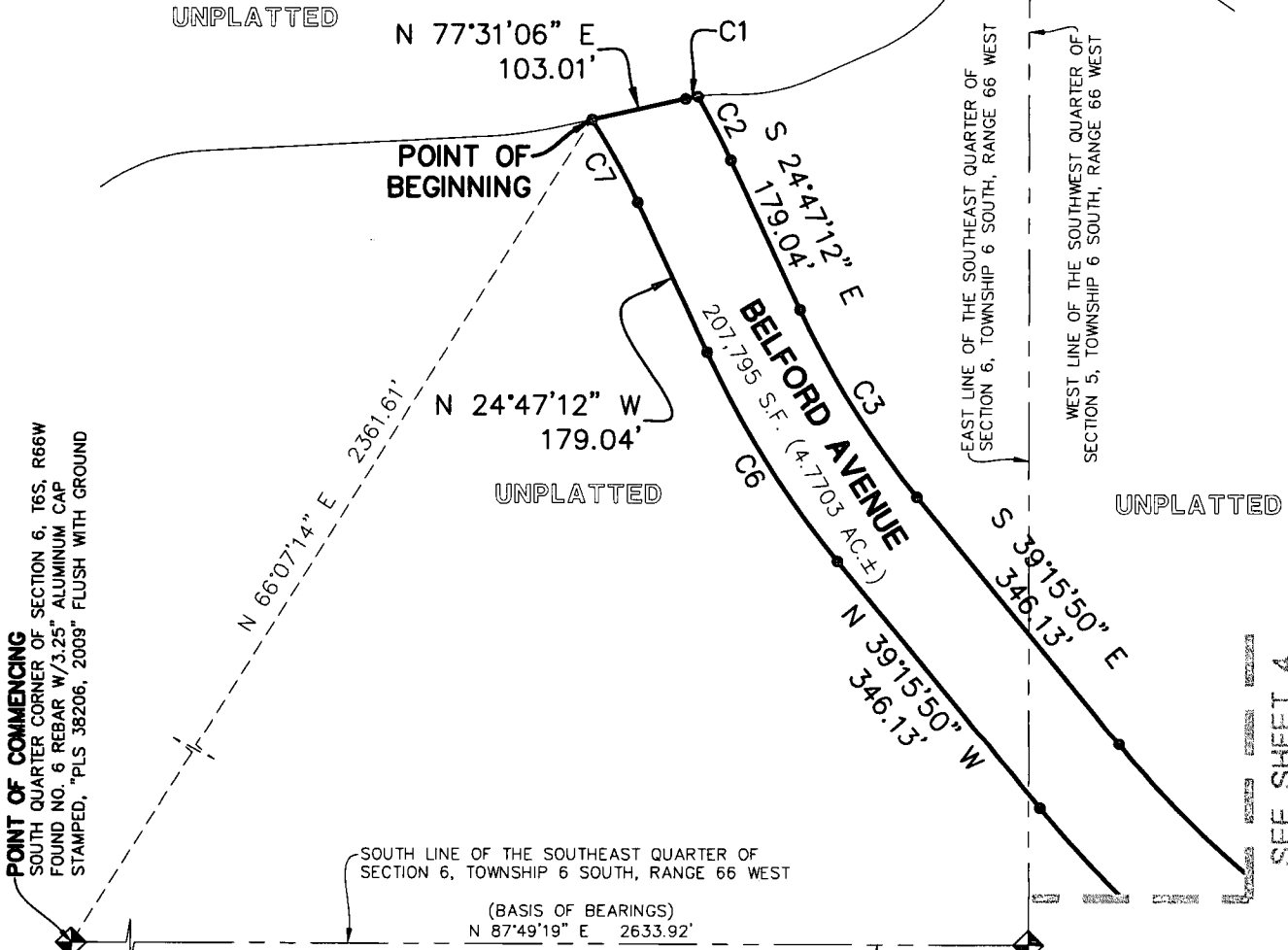
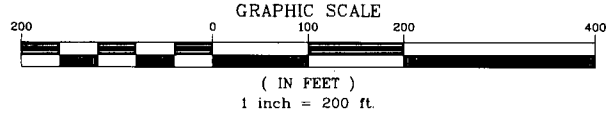
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

CHAMBERS HIGH POINT	
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JRH</u>	2 OF 4
DATE: <u>10/29/19</u>	CLC.PKCO08.01
SCALE: <u>N/A</u>	

Dwg. Name: P:\Clepko08\dwg\Surv\Final Drawings\Exhibits_Surv\CPCPKC08.01 - SL - BELFORD AVENUE.dwg Updated By: JHarrrell 10/29/2019 12:27 PM

EXHIBIT A-3

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°52'15"	200.00'	13.51'	N 79°27'14" E	13.51'
C2	5°19'54"	825.00'	76.77'	S 27°27'09" E	76.74'
C3	14°28'38"	945.00'	238.78'	S 32°01'31" E	238.14'
C6	14°28'38"	1055.00'	266.57'	N 32°01'31" W	265.86'
C7	8°11'47"	715.00'	102.28'	N 28°53'06" W	102.20'



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

Manhard
CONSULTING

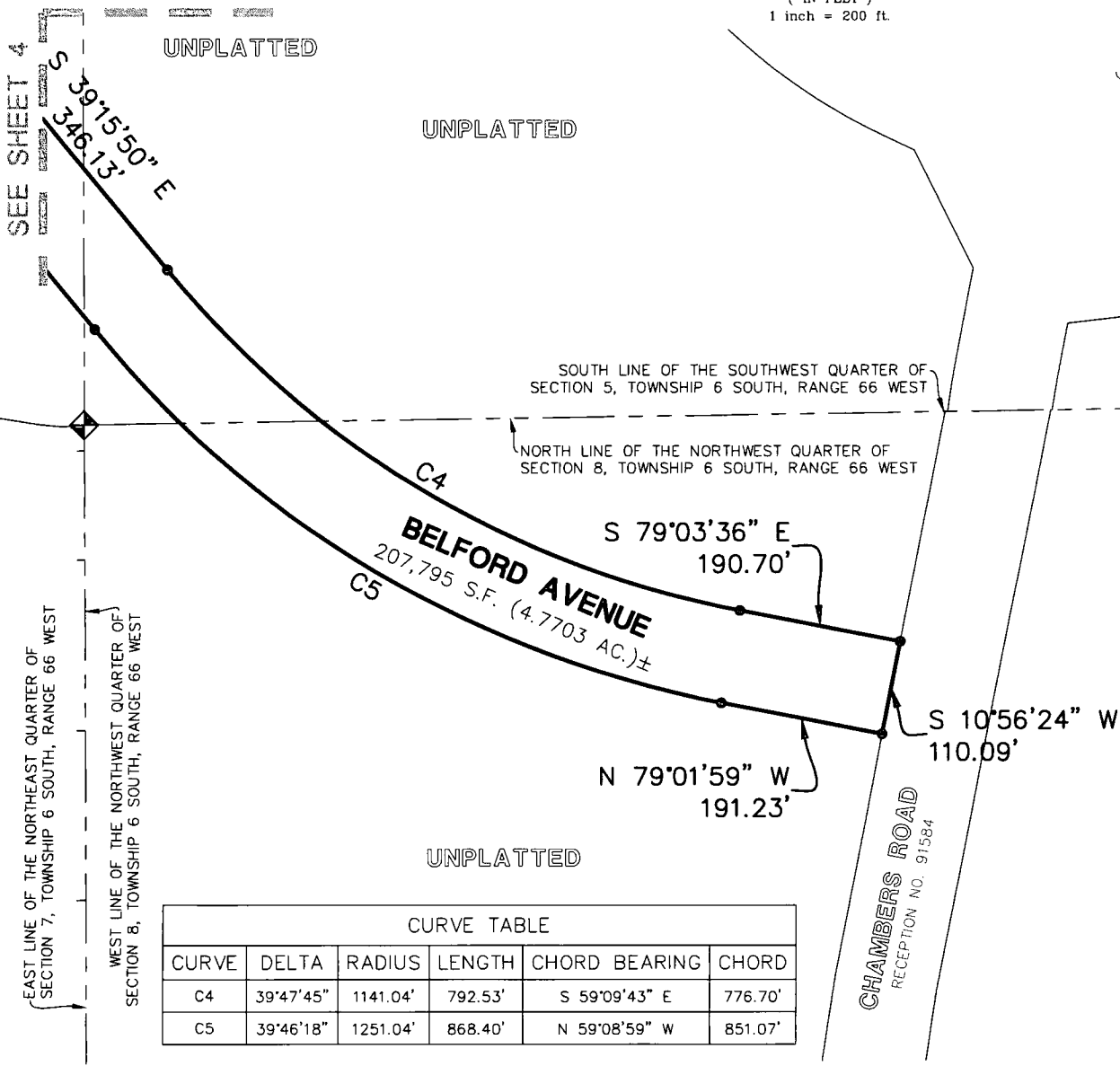
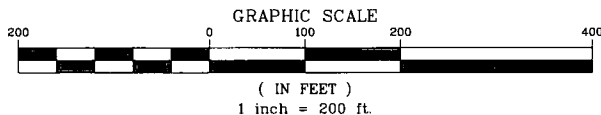
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

CHAMBERS HIGH POINT
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP	SHEET
DRAWN BY: JRH	3 OF 4
DATE: 10/29/19	CLC.PKCO08.01
SCALE: 1" = 200'	

10/29/2019 12:27 PM Dwg Name: P:\Clcpc08\dwg\Surv\Final Drawings\Exhibits_Surv\CLCPC08.01-SI-BELFORD AVENUE.dwg Updated By: JHarrrell

EXHIBIT A-3



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C4	39°47'45"	1141.04'	792.53'	S 59°09'43" E	776.70'
C5	39°46'18"	1251.04'	868.40'	N 59°08'59" W	851.07'

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

CHAMBERS HIGH POINT
TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP	SHEET 4 OF 4 CLC.PKCO08.01
DRAWN BY: JRH	
DATE: 10/29/19	
SCALE: 1" = 200'	

10/29/2019 12:27 PM Dwg Name: P:\Cicpkco08\dwg\Final Drawings\Exhibits_Surv\CPCPKC08.01-SI-BELFORD AVENUE.dwg Updated By: J.Harrell

EXHIBIT B
FINAL PLAT

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)
 PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 13 TRACTS - 150.119 ACRES

OWNER

470 COMPARK, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: THOMAS TRIPLETT, MANAGER

STATE OF KANSAS

COUNTY OF WICHITA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

BY THOMAS TRIPLETT, AS MANAGER OF 470 COMPARK, LLC, A COLORADO LIMITED LIABILITY COMPANY, 20 _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ADDRESS _____

LAND USE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,234,415	97.642	64.83%
PUBLIC RIGHT-OF-WAY	157,503	3.594	0.52%
PUBLIC ACCESS (PAST STREET)	7,050	0.162	0.11%
OPEN SPACE	649,358	14.872	2.22%
DEFERRED POND/DRAINAGE	760,131	17.440	2.61%
OVERALL SITE TOTAL	6,539,165	150.119	100%

TRACT	AREA (SF)	AREA (AC)	USAGE
A	694,370	15.918	OWNERSHIP
B	720,053	16.514	FUTURE DEVELOPMENT
C	653,885	15.099	DEFERRED POND (LANDSCAPE, UTILITY & DRAINAGE)
D	127,386	2.917	FUTURE DEVELOPMENT
E	127,386	2.917	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)
F	159,723	3.653	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)
G	649,358	14.872	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)
H	1,017,483	23.362	FUTURE DEVELOPMENT
I	104,809	2.407	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)
J	131,048	3.018	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)
K	232,428	5.328	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)
L	7,050	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE
M	204	0.005	OPEN SPACE (BEYOND SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)
TOTAL	5,992,173	138.823	



FOR AND ON BEHALF OF
 MANHARD CONSULTING



DATE	11/28/23
TIME	10:00 AM
BY	THOMAS TRIPLETT
FOR	470 COMPARK, LLC
PROJECT	COMPARK VILLAGE SOUTH FILING NO. 1
LOCATION	TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO
SCALE	AS SHOWN
REVISIONS	

EXHIBIT C-1
ESTIMATED COSTS OF THE
SEGMENT 1 PUBLIC IMPROVEMENTS

Compark Village South Filing No. 1
SIA Summary
(Half Section of Belford, Peoria to Chambers)

November 14, 2019

	11/14/2019	
Item Number	Item Description	Subtotal

STREET IMPROVEMENT COSTS

1	Compark South Filing 1 Road and Drainage (Segment 1)	\$8,544,932
2	Compark Village South, Belford C.1 Road and Drainage & Chambers Highpoint, Belford C.2 Road and Drainage (Segment 2)	\$6,119,249

TOTALS **\$14,664,181**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016 and TTG, latest revision dated November 2017

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-1 - SEGMENT 1 IMPROVEMENTS
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE
11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
-------------	------------------	--------------------	------	---------------------	----------

I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$8,226.35	\$57,584
2	Type-R Inlet - 15'	5	Each	\$9,352.72	\$46,764
3	Type C Inlet	2	Each	\$3,270.00	\$6,540
4	Type D Inlet	2	Each	\$3,832.18	\$7,664
5	18" RCP	121	L.F.	\$52.47	\$6,349
6	24" RCP	438	L.F.	\$76.77	\$33,625
7	30" RCP	1,812	L.F.	\$104.36	\$189,094
8	36" RCP	889	L.F.	\$104.36	\$92,773
9	42" RCP	98	L.F.	\$146.06	\$14,314
10	60" RCP (Offline Pond)	1,448	L.F.	\$240.00	\$347,520
11	5' Manhole (Offline Pond)	9	Each	\$6,500.00	\$58,500
12	Box Base Manhole (Offline Pond)	7	Each	\$12,000.00	\$84,000
13	6' Manhole	3	Each	\$6,976.00	\$20,928
14	6' CDS3035-6-C Water Quality Structure	1	Each	\$42,619.00	\$42,619
15	8' Diversion Bypass Manhole	2	Each	\$16,132.00	\$32,264
16	24" FES	2	Each	\$2,195.66	\$4,391
17	30" FES	3	Each	\$2,430.02	\$7,290
18	36" FES	8	Each	\$2,961.62	\$23,693
19	42" FES	1	Each	\$3,052.00	\$3,052
20	Swale (5' Wide)	117	L.F.	\$1.91	\$223
21	Swale (12' Wide)	570	L.F.	\$1.96	\$1,118
22	Swale (17' Wide)	597	L.F.	\$2.78	\$1,659
23	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$65.40	\$76,518
24	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$76.30	\$4,349
25	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$273.10	\$12,016
26	Type L Rip Rap at FES	44	C.Y.	\$65.40	\$2,878
27	Offline Water Quality / Detention Pond	1	Each	\$102,179.00	\$102,179

SUBTOTAL \$1,279,906

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$76.30	\$24,645
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$44.80	\$3,584
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$16.49	\$1,402
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$24.72	\$569
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	64	L.F.	\$52.47	\$3,358
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Concrete Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$60,534

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$76.30	\$21,059
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$44.80	\$3,046
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$16.49	\$2,870
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$24.72	\$346
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	56	L.F.	\$52.47	\$2,938
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$57,236

D. Green Acres Tributary Improvements

1	Earthwork to Create Realigned Channel (cut)	293,025	C.Y.	\$2.00	\$586,050
---	---	---------	------	--------	-----------

SUBTOTAL \$586,050

II. STREET IMPROVEMENTS**A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$10.46	\$78,689
2	Cattle Guard	1	Each	\$1,962.00	\$1,962
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.27	\$109,261
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$55.81	\$1,445,427
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.94	\$91,565
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.59	\$30,725
7	Delineator Posts @ 200' O.C.	16	Each	\$82.30	\$1,317
8	Signage	17	Each	\$708.50	\$12,045
9	Striping 8" White	6,000	L.F.	\$0.55	\$3,270
10	Skip Striping 4" White	493	L.F.	\$0.55	\$269
11	Striping 4" White	7,276	L.F.	\$0.55	\$3,965
12	Striping 4" Single Yellow	1,461	L.F.	\$0.55	\$796
13	Striping 4" Double Yellow	6,303	L.F.	\$0.55	\$3,435
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.55	\$207
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.55	\$33
16	Cross Pan	136	S.Y.	\$60.56	\$8,236
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,705.85	\$13,647
18	Collector Trench Drain	6,700	L.F.	\$16.62	\$111,371
19	Cleanouts	44	Each	\$381.71	\$16,795
20	Street Lights	12	Each	\$8,720.00	\$104,640
21	Std. Stock Fence	6,500	L.F.	\$3.38	\$21,964
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.63	\$76,181
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365

SUBTOTAL \$2,144,164

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	\$5,450.00	\$5,450
2	REMOVAL OF BARRICADE	1	EA	\$545.00	\$545
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.18	\$6,331
4	REMOVAL OF SIGN PANEL	3	EA	\$76.30	\$229
5	REMOVAL OF GROUND SIGN	3	EA	\$98.10	\$294
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,720.00	\$8,720
7	REMOVAL OF FENCE	710	LF	\$8.72	\$6,191
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.90	\$14,704
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$17.44	\$12,365
10	REMOVAL OF LIGHT STANDARD	5	EA	\$436.00	\$2,180
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$599.50	\$2,998
12	REMOVAL OF PULL BOX	5	EA	\$272.50	\$1,363
13	REMOVAL OF INLET	1	EA	\$1,090.00	\$1,090
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.36	\$27,573
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.82	\$15,171
16	POTHOLING	24	HR	\$272.50	\$6,540
17	STOCKPILE TOPSOIL	1192	CY	\$2.82	\$3,365

18	TOPSOIL	491	CY	\$5.45	\$2,676
19	INLET PROTECTION	74	LF	\$10.90	\$807
20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,090.00	\$1,090
21	VEHICLE TRACKING CONTROL	2	EA	\$1,090.00	\$2,180
22	SILT FENCE	230	LF	\$2.18	\$501
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.18	\$1,461
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$218.00	\$2,180
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$190.75	\$2,146
26	RESET SIGN PANEL	3	EA	\$218.00	\$654
27	RESET PULL BOX	2	EA	\$981.00	\$1,962
28	MODIFY MANHOLE	4	EA	\$817.50	\$3,270
29	ADJUST VALVE BOX	4	EA	\$272.50	\$1,090
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,175.00	\$8,175
31	SEEDING (NATIVE)	1.5	AC	\$1,362.50	\$2,044
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,362.50	\$2,044
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$43.60	\$68,452
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$81.75	\$37,605
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$103.55	\$23,817
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.36	\$1,818
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$54.50	\$255,442
38	GROUTED RIPRAP (12 INCH)	50	CY	\$163.50	\$8,175
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,995.00	\$5,995
40	TRENCH DRAIN (PERFORATED)	555	LF	\$17.17	\$9,528
41	CONSTRUCTION FENCE	1155	LF	\$2.18	\$2,518
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.38	\$2,872
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$43.60	\$8,328
44	CONCRETE CURB RAMP	40	SY	\$163.50	\$6,540
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$17.44	\$6,139
46	VERTICAL CURB AND GUTTER	252	LF	\$14.99	\$3,777
47	MEDIAN CURB AND GUTTER	216	LF	\$14.99	\$3,237
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$21.80	\$14,061
49	DELINEATOR (TYPE I)	6	EA	\$27.25	\$164
50	COMMON TRENCH	50	LF	\$10.90	\$545
51	COMMON BORE	295	LF	\$16.35	\$4,823
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.36	\$1,897
53	PULL BOX (TYPE I)	1	EA	\$981.00	\$981
54	PULL BOX (TYPE II)	4	EA	\$872.00	\$3,488
55	SIGN PANEL (CLASS I)	123	SF	\$23.98	\$2,950
56	SIGN PANEL (CLASS II)	58	SF	\$32.70	\$1,897
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$19.62	\$2,413
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$31,610.00	\$31,610
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$38,150.00	\$76,300
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$41,420.00	\$41,420
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$981.00	\$9,810
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$981.00	\$10,791
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$708.50	\$1,417
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$981.00	\$1,962
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,502.00	\$34,008
66	OPTICOM GTT 762 CARD	2	EA	\$1,090.00	\$2,180
67	OPTICOM GTT 722 HEAD	2	EA	\$3,052.00	\$6,104
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,725.00	\$2,725
69	SANITARY FACILITY	1	EA	\$2,180.00	\$2,180
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$87.20	\$4,098
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$32.70	\$9,483
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$32.70	\$24,067
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,900.00	\$10,900
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$27,250.00	\$27,250
75	UTILITY RELOCATIONS	1	LS	\$163,500.00	\$163,500

SUBTOTAL _____ \$1,084,652

III. GREEN ACRES TRIBUTARY CROSSING IMPROVEMENTS

76	Architectural Box Culvert	1	Each	\$16,350.00	\$16,350
77	Wing walls for ABC	2	Each	\$38,150.00	\$76,300
78	Guard Rail	56	L.F.	\$130.80	\$7,325
79	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$361,880.00	\$361,880
80	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$104,640.00	\$104,640
81	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.53	\$19,614
82	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.53	\$13,276
83	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.53	\$8,703
84	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.53	\$68,491
85	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		-	
	*Grading for Run Down	3,340	SF	\$0.44	\$1,456
	*4 oz. Fabric at Run Down	3,340	SF	\$0.41	\$1,383
	*4" Layer - Type 2 Bedding	60	TN	\$29.43	\$1,766
	*Grouted Boulders	500	TN	\$163.50	\$81,750

SUBTOTAL \$762,934

PUBLIC IMPROVEMENTS SUBTOTAL \$5,975,477

MOBILIZATION:

1	Mobilization @ 5%				\$298,774
---	-------------------	--	--	--	-----------

SURVEYING:

1	Surveying @ 3%				\$179,264
---	----------------	--	--	--	-----------

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$717,057
---	---	--	--	--	-----------

CONTINGENCY:

1	Contingency @ 10%				\$597,548
---	-------------------	--	--	--	-----------

SUBTOTAL \$1,792,643

PUBLIC IMPROVEMENTS TOTAL \$7,768,120

LETTER OF CREDIT AT 110% \$8,544,932

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-2
ESTIMATED COSTS OF THE
SEGMENT 2 PUBLIC IMPROVEMENTS

**EXHIBIT C-2 - SEGMENT 2 IMPROVEMENTS
COMPARK VILLAGE SOUTH, BELFORD C.1
ROAD AND DRAINAGE**

11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
-------------	------------------	--------------------	------	---------------------	----------

I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$5,190.47	\$20,762
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$5,190.47	\$10,381
3	Type-R Inlet - 15'	1	Each	\$5,740.81	\$5,741
4	18" RCP	735	L.F.	\$51.99	\$38,215
5	24" RCP	143	L.F.	\$70.63	\$10,100
6	36" RCP	83	L.F.	\$135.38	\$11,236
7	4' Manhole	1	Each	\$3,150.97	\$3,151
8	5' Manhole	1	Each	\$3,463.91	\$3,464
9	6' Manhole	1	Each	\$3,776.85	\$3,777
10	Box Base Manhole	1	Each	\$9,064.44	\$9,064

SUBTOTAL \$115,891

B. East Detention/Water Quality Pond

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$81.42	\$10,666
2	Reinforced Concrete Forebay	2	Each	\$13,963.55	\$27,927
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$28.45	\$14,850
4	Outlet Structure	1	L.S.	\$49,050.00	\$49,050
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$75.54	\$7,705
6	Concrete Emergency Overflow Weir	1	Each	\$8,595.52	\$8,596
7	Retaining Walls	1,745	V.S.F.	\$16.68	\$29,101
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.89	\$3,561
9	Temporary Irrigation	1.2	AC	\$1,716.75	\$2,060

SUBTOTAL \$153,517

II. STREET IMPROVEMENTS**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.46	\$10,130
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$47.09	\$284,412
3	6" Vertical Curb & Gutter	1,510	L.F.	\$14.72	\$22,220
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.83	\$6,224
5	Delineator Posts @ 200' O.C.	8	Each	\$118.70	\$950
6	Striping 8" White	1,575	L.F.	\$2.35	\$3,708
7	Striping 4" White	1,530	L.F.	\$1.18	\$1,801
8	Striping 4" Double Yellow	1,555	L.F.	\$2.35	\$3,661
9	Cross Pan	136	S.Y.	\$80.44	\$10,940
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,715.77	\$3,432
11	Collector Trench Drain	1,510	L.F.	\$15.50	\$23,405
12	Cleanouts	7	Each	\$264.87	\$1,854
13	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.64	\$33,873
14	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.46	\$1,666
15	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$147.15	\$1,088,910

SUBTOTAL \$1,497,185

III. HAPPY CANYON IMPROVEMENTS**A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120

4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232
6	Topsoil	262	C.Y.	\$14.72	\$3,855
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935
16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124

SUBTOTAL \$440,173

B. Drop Structure No. 1

1	Filter Material (Class A)	305	C.Y.	\$63.77	\$19,448
2	Topsoil	126	C.Y.	\$14.72	\$1,854
3	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
4	Aggregate Base Course (Class 6)	129	C.Y.	\$39.24	\$5,062
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$39.24	\$65,138
6	Grouted Riprap (24 inch)	144	C.Y.	\$196.20	\$28,253
7	Riprap (24 inch)	908	C.Y.	\$68.67	\$62,352
8	Soil Riprap (12 inch)	208	C.Y.	\$53.96	\$11,223
9	Concrete Class D (Wall)	46	C.Y.	\$1,569.60	\$72,202
10	Concrete Sidewalk (6 in)	487	S.Y.	\$42.18	\$20,543

SUBTOTAL \$310,600

C. Drop Structure No. 2

1	Topsoil	104	C.Y.	\$34.34	\$3,571
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	153	C.Y.	\$44.15	\$6,754
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$39.24	\$80,442
5	Grouted Riprap (24 inch)	115	C.Y.	\$343.35	\$39,485
6	Soil Riprap (12 inch)	199	C.Y.	\$73.58	\$14,641

SUBTOTAL \$169,419

D. Drop Structure No. 3

1	Topsoil	168	C.Y.	\$34.34	\$5,768
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	331	C.Y.	\$44.15	\$14,612
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$39.24	\$117,720
5	Grouted Riprap (24 inch)	174	C.Y.	\$343.35	\$59,743
6	Soil Riprap (12 inch)	163	C.Y.	\$73.58	\$11,993

SUBTOTAL \$234,361

PUBLIC IMPROVEMENTS SUBTOTAL \$2,921,146

MOBILIZATION:

1	Mobilization @ 5%				\$146,057
---	-------------------	--	--	--	-----------

SURVEYING:

1	Surveying @ 3%				\$87,634
---	----------------	--	--	--	----------

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$350,537
---	---	--	--	--	-----------

CONTINGENCY:

1	Contingency @ 10%				\$292,115
---	-------------------	--	--	--	-----------

SUBTOTAL \$876,344

PUBLIC IMPROVEMENTS TOTAL \$3,797,489

LETTER OF CREDIT AT 110% \$4,177,238

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT C-2 - SEGMENT 2 IMPROVEMENTS
CHAMBERS HIGHPOINT, BELFORD C.2
ROAD AND DRAINAGE
11/14/2019

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
-------------	------------------	--------------------	------	---------------------	----------

I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,740.81	\$11,482
2	18" RCP	80	L.F.	\$51.99	\$4,159
3	24" RCP	250	L.F.	\$70.63	\$17,658
4	7' Manhole	1	Each	\$4,089.79	\$4,090
5	Type M Rip Rap	200	C.Y.	\$75.54	\$15,107
6	Detention Ponds (2-3 ac-ft)	2	Each	\$109,000.00	\$218,000

SUBTOTAL \$270,496

II. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,850	S.Y.	\$1.46	\$10,013
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$47.09	\$331,735
3	6" Vertical Curb & Gutter	1,825	L.F.	\$14.72	\$26,855
4	Striping 8" White	1,815	L.F.	\$2.35	\$4,273
5	Striping 4" White	1,815	L.F.	\$1.18	\$2,137
6	Skip Striping 4" White	1,815	L.F.	\$0.39	\$712
7	Collector Trench Drain	1,810	L.F.	\$15.50	\$28,055
8	Cleanouts	16	Each	\$264.87	\$4,238
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.64	\$42,109
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.46	\$18,571

SUBTOTAL \$468,697

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	360	S.Y.	\$1.46	\$526
2	Asphalt Pavement(7" HMA/17" ABC)(E-470 right turn ln, Chambers decel ln & left turn ln)	3,050	S.Y.	\$47.09	\$143,618
3	6" Median Curb & Gutter	2,400	L.F.	\$12.75	\$30,607
4	Turn Lane Arrows	3	Each	\$490.50	\$1,472
5	Striping 4" White	450	L.F.	\$1.18	\$530
6	Crosswalk Bars	750	S.F.	\$0.59	\$441
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.64	\$8,352
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.46	\$3,683
9	Handicap Ramp	2	Each	\$1,715.77	\$3,432
10	Signage	4	Each	\$273.70	\$1,095
11	Traffic Signal	1	Each	\$327,000.00	\$327,000
12	Traffic Signal E-470 Upgrade	1	Each	\$98,100.00	\$98,100

SUBTOTAL \$618,857

PUBLIC IMPROVEMENTS SUBTOTAL \$1,358,050

MOBILIZATION:

1	Mobilization @ 5%				\$67,902
---	-------------------	--	--	--	----------

SURVEYING:

1	Surveying @ 3%				\$40,741
---	----------------	--	--	--	----------

CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$162,966
---	---	--	--	--	-----------

CONTINGENCY:

1	Contingency @ 10%				\$135,805
---	-------------------	--	--	--	-----------

SUBTOTAL \$407,415

PUBLIC IMPROVEMENTS TOTAL \$1,765,465

LETTER OF CREDIT AT 110% \$1,942,011

The opinion of probable construction costs for Belford Road through Chambers Highpoint was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Road & Storm Drainage Construction Plans Prepared by TTG, latest revision dated November 2017

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. **Financial Guarantee.** In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).
4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.
- c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.
4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.
6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.
8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.
9. Governing law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.
10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT E
STREETSCAPE IMPROVEMENTS

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016				Estimated	
Item		Size	Estimated	Unit	Unit	Subtotal
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	Streetscape Improvements					
A	Belford Avenue Landscape					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	\$560.00	\$39,200.00
2	Ornamental Trees	2" cal.	60	EA	\$480.00	\$28,800.00
3	Evergreen Trees	8'	84	EA	\$690.00	\$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	\$27.00	\$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	\$17.00	\$6,001.00
5	Perennials	1 gal.	2,417	EA	\$12.00	\$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	\$0.85	\$16,099.00
7	Shrub Bed Prep	-	18,940	SF	\$0.15	\$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	\$0.50	\$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	\$0.35	\$187,112.10
					Subtotal	\$419,849.10
B	Irrigation					
1	Irrigated Turf	-	18,940	SF	\$0.90	\$17,046.00
2	Irrigated Native Turf	-	534,606	SF	\$0.50	\$267,303.00
3	Tree Irrigation	-	130	EA	\$5.00	\$650.00
4	Shrub Bed Irrigation	-	18,940	SF	\$0.35	\$6,629.00
					Subtotal	\$291,628.00
					Total	\$711,477.10
					Total Exhibit E	\$711,477.10
					is There Mobilization	NO
					Surveying	NO
					Construction Management	\$35,573.86
					Contingency 10%	\$71,147.71
					Public Improvement Total	\$818,198.67
					Letter of Credit at 110%	\$900,018.53

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT F
LANDSCAPE IMPROVEMENTS

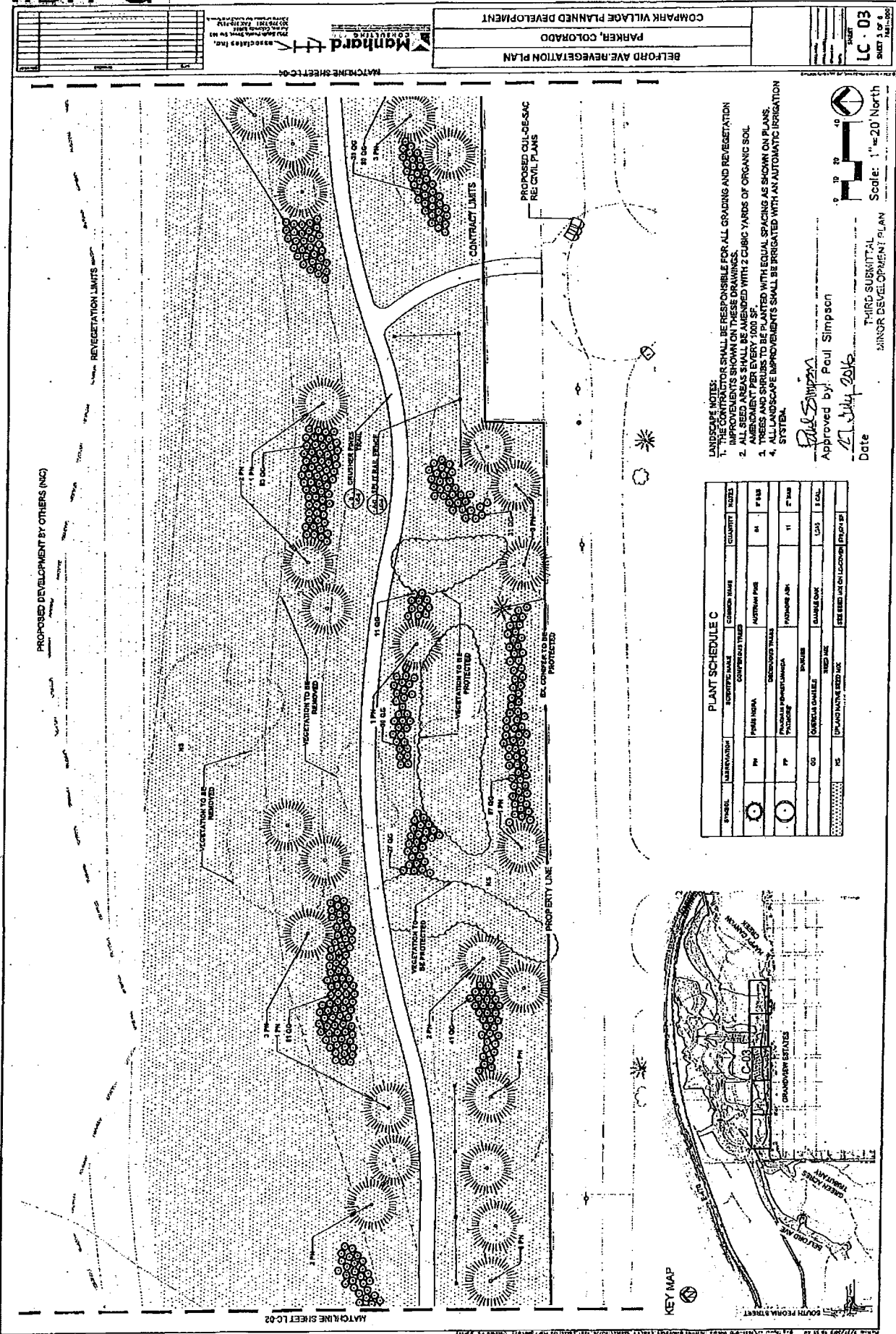
PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16				Estimated	
Item Number	Item Description	Size	Estimated Quantity	Unit	Unit Cost	Subtotal
II	Green Acres Tributary					
A	Site Improvements					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	\$25.00	\$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	\$65.00	\$23,855.00
3	Concrete Columns		7	CY	\$700.00	\$4,900.00
4	Concrete Caps on Columns	-	8	EA	\$250.00	\$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	\$5.00	\$15,000.00
6	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	\$4.50	\$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	\$15.00	\$11,250.00
9	Concrete Curb at Culvert	-	250	LF	\$10.00	\$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	\$300.00	\$60,000.00
11	Lights/Light pole on Columns	-	8	EA	\$6,500.00	\$52,000.00
12	Recessed Lights on Columns	-	8	EA	\$500.00	\$4,000.00
13	Decorative Railing at Culvert	-	148	LF	\$125.00	\$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	\$125.00	\$25,500.00
15	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	\$1.00	\$40,329.00
					Subtotal	\$332,441.50
B	Revegetation Improvements					
1	Deciduous Trees	-	6	EA	\$560.00	\$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	\$0.65	\$36,173.80
3	Riparian Seed	-	55,652	SF	\$0.35	\$19,478.20
4	Native Turf	-	638,908	SF	\$0.35	\$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	\$3.00	\$3,333.00
6	Wetland Plugs in Ponds (3' O.C.)	-	3,386	EA	\$3.00	\$10,158.32
					Subtotal	\$296,121.12
C	Irrigation					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	\$0.90	\$100,173.60
2	Irrigated Native Turf	-	638,908	SF	\$0.50	\$319,454.00
					Subtotal	\$419,627.60
					Total	\$1,048,190.22
					Total Exhibit F (GAT ONLY)	\$1,048,190.22
					TOTAL EXHIBIT F (GAT Only)	\$1,048,190.22
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	\$52,409.51
					Contingency 10%	\$104,819.02
					Public Improvement Total	\$1,205,418.75
					Letter of Credit at 110%	\$1,325,960.63

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT G
PRESERVED TREES

EXHIBIT G



PROPOSED DEVELOPMENT BY OTHERS (N/C)

REVEGETATION LIMITS

VEGETATION TO BE MAINTAINED

VEGETATION TO BE REPLANTED

VEGETATION TO BE PROTECTED

CONTRACT LIMITS

PROPOSED OIL-DE-SAC RE-CIVIL PLANS

PLANT SCHEDULE C

SYMBOL	ABBREVIATION	SCIENTIFIC NAME	COMMON NAME	QUANTITY	NOTES
(Symbol)	PH	FRAXINUS	AUSTRIAN PINE	24	2" DIA
(Symbol)	PP	PRUNELLA SPERMATOCARPA	HYDRANGEA	11	2" DIA
(Symbol)	OD	QUERCUS SAMILI	BLAKE OAK	1,250	1.5" DIA
(Symbol)	IS	SPERMATOCARPA	SEE SCHEDULE C FOR SPECIES		

LANDSCAPE NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND REVEGETATION IMPROVEMENTS SHOWN ON THESE DRAWINGS.
 2. ALL SEED AREAS SHALL BE AMENDED WITH 2 CUBIC YARDS OF ORGANIC SOIL AMENDMENT PER EVERY 1,000 SF.
 3. TREES AND SHRUBS TO BE PLANTED WITH EQUAL SPACING AS SHOWN ON PLANS.
 4. ALL LANDSCAPE IMPROVEMENTS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

Paul Simpson
 Approved by: Paul Simpson
 Date: 17 July 2016

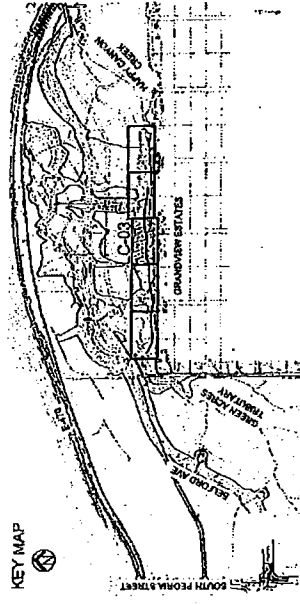
THIRD SUBMITTAL
 MINOR DEVELOPMENT PLAN



LC-03
 SHEET 3 OF 8

BELFORD AVE. REVEGETATION PLAN
 PARKER, COLORADO
 COMPARK VILLAGE PLANNED DEVELOPMENT

Manhard CONSULTING
 2700 W. 10th Street, Suite 100
 Lakewood, CO 80226
 Phone: 303.988.1111
 Fax: 303.988.1112
 www.manhard.com



KEY MAP

MATCHLINE SHEET LC-02

MATCHLINE SHEET LC-04