

SUBDIVISION AGREEMENT
Trails at Crowfoot Filing No. 3

THIS AGREEMENT is made this 3rd day of October, 2018, by and between the Town of Parker, Colorado, a home rule municipality (the "Town"), and Melody Homes, Inc., a Delaware corporation (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Trails at Crowfoot Filing No. 3, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. 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, upon subdivision of the Property. 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, 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. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on September 21, 2015, which was recorded at Reception No. 2015089338 of the Douglas County real estate records. 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.

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.

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 Final Plat for the Property shall not be recorded until the Trails at Crowfoot Filing No. 1 and Trails at Crowfoot Filing No. 2 Final Plats are recorded.

e. Prior to probationary acceptance of the Public Improvements for the Property, probationary acceptance of the Public Improvements within Trails at Crowfoot Filing No. 1 and Filing No. 2 must be granted by the Town.

f. Prior to issuance of the 250th building permit for the entire Trails at Crowfoot development as described in Trails at Crowfoot Filing No. 1 and No. 9, including all thirteen filings proposed at the time of this Agreement, and all future subdivisions of these filings, the Developer shall construct and receive a certificate of occupancy for the clubhouse and pool to be located on Lot 1 of the Trails at Crowfoot Filing No. 1.

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, as shown on

the final plat, landscape plans and the associated construction documents (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. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, 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. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. 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. 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. 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.

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 December 31, 2020, 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. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. 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 of the Town. 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.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary 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, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit 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 Town has received and approved the irrevocable letter of credit.

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. 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 letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, 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 letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town 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.

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. 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. Homeowners' Association. A homeowners' association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing homeowners' association, if possible. The homeowners' 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 homeowners' 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.

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.

19. 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.

20. 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.

21. 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, and 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 constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. 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.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

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

Notice to Developer: Melody Homes, Inc.
Attn: Jon Wayne
9555 S. Kingston Court, Suite 200
Englewood, Colorado 80112

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.

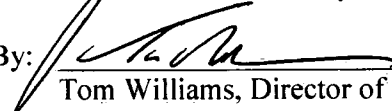
28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

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: 
John Fussa, Community Development Director

By: 
Tom Williams, Director of Engineering/Public Works

ATTEST:


Carol Baumgartner, Town Clerk

EXHIBIT LIST

- Exhibit A Legal Description of the Property
- Exhibit B Copy of the Final Plat
- Exhibit C Estimated Cost of Public Improvements
- Exhibit D Form of Letter of Credit
- Exhibit E Estimated Cost of Streetscape Improvements
- Exhibit F Estimated Cost of Landscape Improvements

Unofficial Copy

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT O, TRAILS AT CROWFOOT SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. 2018065116 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

Unofficial Copy

EXHIBIT B

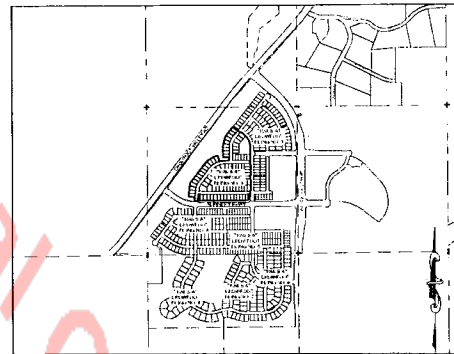
TRAILS AT CROWFOOT FILING NO. 3

A REPLAT OF TRACT O OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 1 OF 5

TOTAL ACREAGE = 21.400 ACRES, 98 LOTS, 2 TRACTS

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF THE TRAILS AT CROWFOOT FILING NO. 3. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE UTILITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREON ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE, AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 40B OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 40B OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALKS ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM ANY HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNERS FAIL TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.



VICINITY MAP
 SCALE: 1" = 1000'

ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS 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 OR REGULATIONS.

OWNER

MELODY HOMES INC. A DELAWARE CORPORATION

SIGNATURE

BY: _____
 OF MELODY HOMES INC. A DELAWARE CORPORATION

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2018 BY _____ AS _____ OF MELODY HOMES INC. A DELAWARE CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT O, TRAILS AT CROWFOOT SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. _____ TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____ OCTOBER 12, 2017.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION _____ DATE _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
 COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018 A.D.

_____ COUNTY CLERK AND RECORDER

TITLE VERIFICATION:

WE, COMMERCIAL LAND TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE DEDICATION(S) FILED AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE THINGS SHOWN IN TITLE COMMITMENT NO. HD03053-103-COR-ON-AMENDMENT NO. 3.

SIGNATURE

BY: _____ OF COMMERCIAL LAND TITLE INSURANCE COMPANY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018 BY _____

AS _____ OF COMMERCIAL LAND TITLE INSURANCE COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVAL OF TOWN COUNCIL:

THIS PLAT WAS APPROVED BY TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 2018 FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, FAVING, CHAUNGS, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

PLANNING DIRECTOR, TOWN OF PARKER _____

DIRECTOR OF ENGINEERING, TOWN OF PARKER _____

SURVEYOR'S CERTIFICATION:

I, WILLIAM F. HESSLERBACH, JR., A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF TRAILS AT CROWFOOT FILING NO. 3 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT _____ DAY OF _____, 2018 AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:20,000 (SECOND ORDER), AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO RELATING WITH MONUMENTS, SUBDIVISIONS OR SUCCESSION OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTEE OF ACCURACY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MOUND DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF 2018

WILLIAM F. HESSLERBACH, JR., PLS. NO. 75,569
 FOR AND ON BEHALF OF THE CONSULTANTS OF COLORADO, INC.
 10335 E. DRY CREEK ROAD, SUITE 240
 ENGLEWOOD, CO 80112
 (720)-249-3342

ENGINEER/SURVEYOR

CVL Consultants of Colorado, Inc.
 10335 E. Dry Creek Rd., Suite 240
 Englewood, CO 80112

TRAILS AT CROWFOOT FILING NO. 3

A REPLAT OF TRACT 0 OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 2 OF 5

TOTAL ACREAGE = 21.400 ACRES, 98 LOTS, 2 TRACTS

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY FLEAVES, ALTERS OR DEFEACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMETS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-50B, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. FILED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. HD03985-023-CV-ON AMENDMENT NO. 3, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF JULY 26, 2018 AT 8:00 A.M.
4. BASIS OF BEARINGS: BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 9 BY A 3-1/4" ALUMINUM CAP STAMPED LS 23053 AND AT THE EAST QUARTER CORNER OF SAID SECTION 9 BY A 2-1/2" ALUMINUM CAP STAMPED LS 6935 BEING ASSUMED TO BEAR SOUTH 00°15'06" EAST, 2648.70 FEET.
5. BENCHMARK: DOUGLAS COUNTY CONTROL POINT KNOWN AS 1660032, BEING A 3-1/4" ALUMINUM CAP, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, HAVING A PUBLISHED ELEVATION OF 1799.2870 METERS (5903.13 FEET) NAVD '88 DATUM.
6. WITHIN ALL SIGHT TRIANGLES, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NOT SOLID STRUCTURES. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES AND UTILITY BOXES. LANDSCAPING WITHIN THE INTERSECTION SIGHT DISTANCE TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTING THAT AT MATURITY WILL BE NO TALLER THAN TWO (2) FEET. TREES PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE WILL NOT BE ALLOWED. LANDSCAPING WITHIN THE SIGHT DISTANCE TRIANGLE AREA SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
7. A. AS SHOWN TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJUTING ALL PUBLIC STREETS, AND AROUND THE PERIMETER OF EACH COMMERCIAL/INDUSTRIAL LOT IN THE SUBDIVISION OF PLATED AREA.
 B. AS SHOWN ALLEY-TYPE LOTS, SIX-FOOT (6') WIDE DRY UTILITY EASEMENTS WITHIN THE LOTS FOR NATURAL GAS FACILITIES INCLUDING SPACE FOR SERVICE TRUCKS TO DRIVE ARE REQUIRED. IF GAS AND ELECTRIC ARE WITHIN THE SAME TRENCH, A TEN (10') WIDE DRY UTILITY EASEMENT IS REQUIRED, NOT TO OVERLAP ANY WEL UTILITY EASEMENT.
8. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. TRACTS A AND B WILL BE CONVEYED TO THE HOA VIA A SEPARATE DOCUMENT.
10. ALL LANDSCAPING LOCATED WITHIN THE TREE LAWN ADJACENT TO ANY HOA (PARK/OPEN SPACE) TRACTS SHALL BE THE RESPONSIBILITY OF THE HOA.
11. THERE ARE A TOTAL OF 98 LOTS AND 2 TRACTS IN THE TRAILS AT CROWFOOT SUBDIVISION FILING NO. 3.

TRACT SUMMARY TABLE

TRACT	SQ. FT.	AREA	USE	OWNERSHIP	MAINTENANCE
A	60,913 S.F.	1.398 AC	PARK LAND	H.O.A.	H.O.A.
B	4,466 S.F.	0.103 AC	OPEN SPACE / UTILITIES	H.O.A.	H.O.A.

LAND USE SUMMARY CHART

TYPE	SQ. FT.	AREA	% OF TOTAL AREA
SINGLE FAMILY RESIDENTIAL LOTS	669,061 S.F.	15.360 AC.	71.78%
OPEN SPACE AREAS	4,466 S.F.	0.103 AC.	0.48%
PARK LAND	60,913 S.F.	1.398 AC.	6.53%
ROAD RIGHTS OF WAY	197,738 S.F.	4.539 AC.	21.21%
TOTAL	932,178 S.F.	21.400 AC.	100%

FILING 3 MIN, MAX, AND AVERAGE LOT SIZE

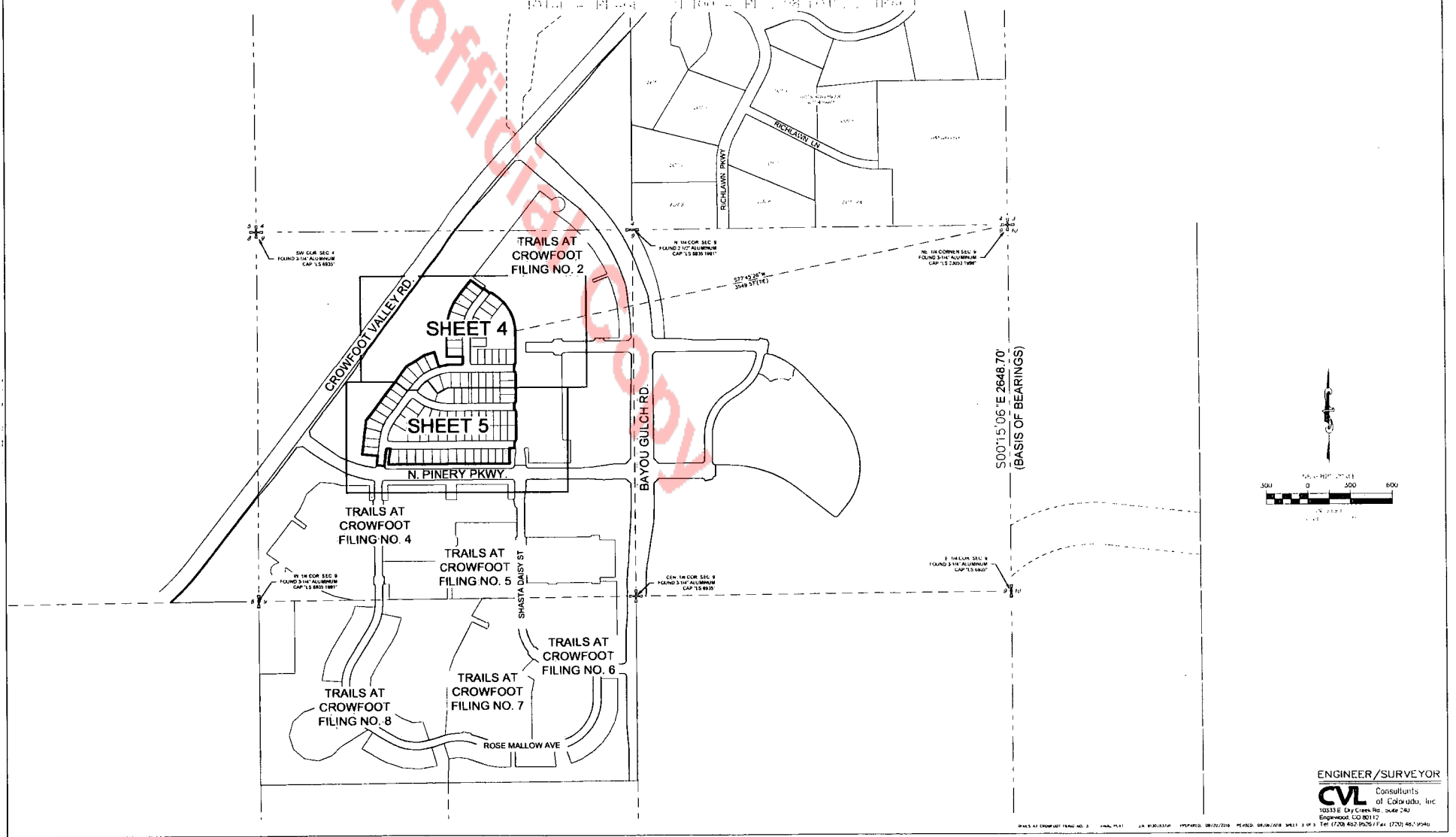
TYPE	SQ. FT.	AREA
MINIMUM LOT SIZE	5,500 S.F.	0.126 AC.
MAXIMUM LOT SIZE	13,594 S.F.	0.312 AC.
AVERAGE LOT SIZE	6,827 S.F.	0.157 AC.

ENGINEER/SURVEYOR

CVL Consultants of Colorado, Inc.
 10335 E. Dry Creek Rd., Suite 240
 Englewood, CO 80151

TRAILS AT CROWFOOT FILING NO. 3

A REPLAT OF TRACT O OF TRAILS AT CROWFOOT FILING NO. 1
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 5

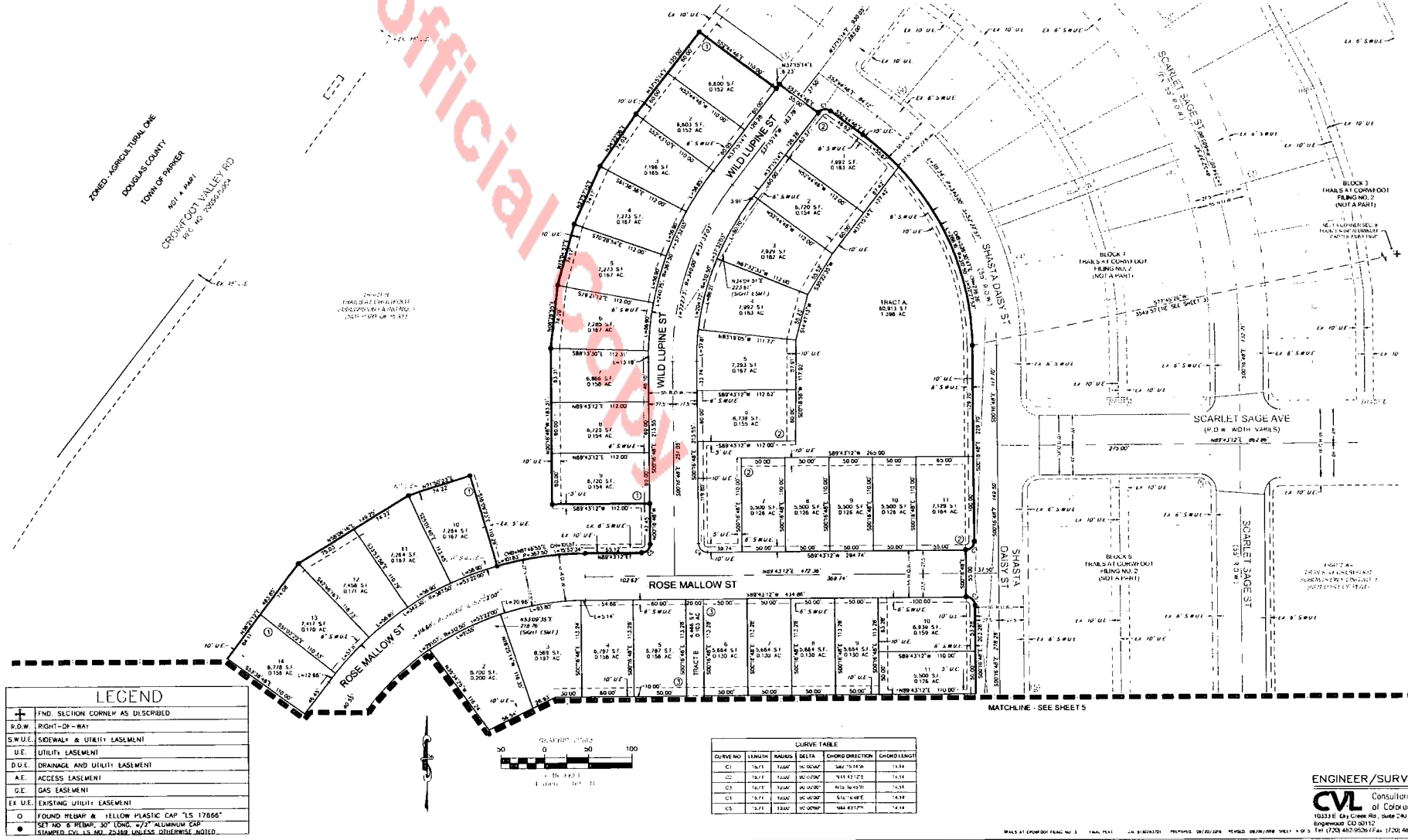


ENGINEER/SURVEYOR
CVL Consultants of Colorado, Inc.
 1833 E. 8th Street, Suite 240
 Englewood, CO 80112
 Tel: (720) 482-8626 / Fax: (720) 482-9946

TRAILS AT CROWFOOT FILING NO. 3

A REPLAT OF TRACT O OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 4 OF 5

TOTAL ACREAGE = 21.400 ACRES, 98 LOTS, 2 TRACTS



LEGEND	
+	FIND SECTION CORNER AS DESCRIBED
R.O.W.	RIGHT-OF-WAY
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
A.E.	ACCESS EASEMENT
G.E.	GAS EASEMENT
Ex U.E.	EXISTING UTILITY EASEMENT
○	FOUND NAILBAR & YELLOW PLASTIC CAP "15 17666"
○	SET "10" NAILBAR, 30" LONG, W/2" ALUMINUM CAP
●	STUMPED, 2.0" DIA., 30" LONG UNLESS OTHERWISE NOTED

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	16.71	100.00	90.0000°	S49°13'27" W	16.71
C2	16.71	100.00	90.0000°	S49°13'27" W	16.71
C3	16.71	100.00	90.0000°	S49°13'27" W	16.71
C4	16.71	100.00	90.0000°	S49°13'27" W	16.71
C5	16.71	100.00	90.0000°	S49°13'27" W	16.71

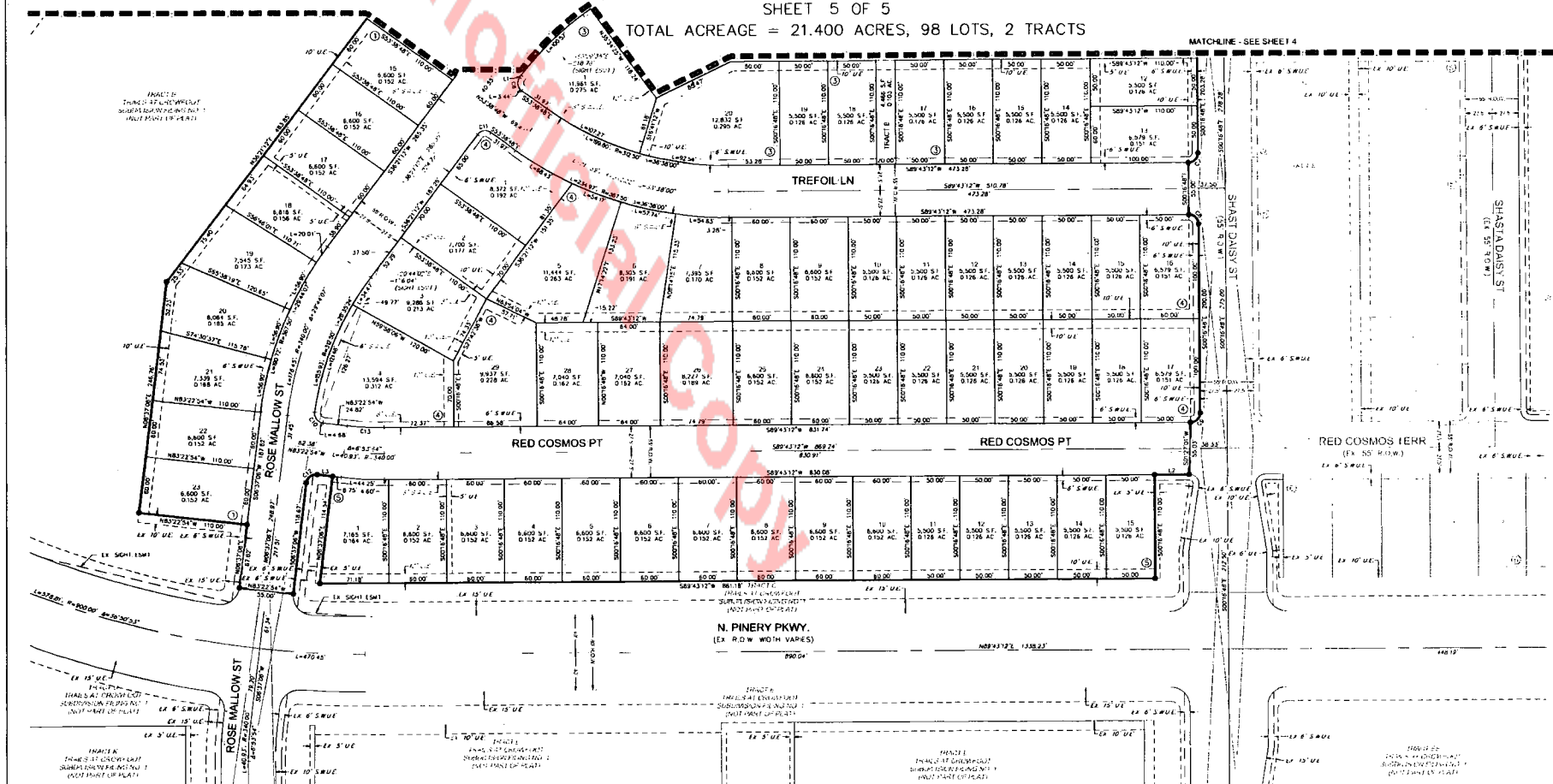
ENGINEER/SURVEYOR
CVL Consultants of Colorado, Inc.
 10333 E. Dry Creek Rd., Suite 200
 Englewood, CO 80152
 Phone: (720) 482-9226 Fax: (720) 482-9290

TRAILS AT CROWFOOT FILING NO. 3

A REPLAT OF TRACT 0 OF TRAILS AT CROWFOOT FILING NO. 1
 A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
 SHEET 5 OF 5

TOTAL ACREAGE = 21.400 ACRES, 98 LOTS, 2 TRACTS

MATCHLINE - SEE SHEET 4



LEGEND	
	FND. SECTION CORNER AS DESCRIBED
	R.O.W. RIGHT-OF-WAY
	S.W.U.E. SIDEWALK & UTILITY EASEMENT
	U.E. UTILITY EASEMENT
	D.U.E. DRAINAGE AND UTILITY EASEMENT
	A.E. ACCESS EASEMENT
	G.E. GAS EASEMENT
	EX U.E. EXISTING UTILITY EASEMENT
	○ FOUND PEGBAR & YELLOW PLASTIC CAP "S 17666"
	● SET NO. 10 PEGBAR, 30" LONG, 1/2" ALUMINUM CAP STAMPED C.V.L. NO. 25369 UNLESS OTHERWISE NOTED



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD
C1	75.11	1200'	102.57°	142.14
C2	75.11	1200'	102.57°	142.14
C3	75.11	1200'	102.57°	142.14
C4	75.11	1200'	102.57°	142.14
C5	75.11	1200'	102.57°	142.14
C6	75.11	1200'	102.57°	142.14
C7	75.11	1200'	102.57°	142.14
C8	75.11	1200'	102.57°	142.14
C9	75.11	1200'	102.57°	142.14
C10	75.11	1200'	102.57°	142.14
C11	75.11	1200'	102.57°	142.14
C12	75.11	1200'	102.57°	142.14
C13	75.11	1200'	102.57°	142.14

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	300'	S89°43'12"W
L2	1813'	N89°43'12"W

ENGINEER/SURVEYOR
CVL Consultants
 of Colorado, Inc.
 10333 E. Lay Green Rd., Suite 240
 Englewood, CO 80152

EXHIBIT C



CVL Consultants of Colorado Inc.
 10333 E Dry Creek Rd
 Suite 240
 Englewood, Co 80112
 720.482.9526 Fax 720.482.9546

**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
 TRAILS AT CROWFOOT FILING 3
 12/5/2017**

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	6" VERTICAL CURB & GUTTER (2" PAN)	0	L.F.	\$22.00	\$0.00
	6" VERTICAL CURB & GUTTER (1" PAN)	0	L.F.	\$22.00	\$0.00
	4" MOUNTABLE CURB & GUTTER	7,260	L.F.	\$24.00	\$174,240.00
	HOT MIX ASPHALT PAVEMENT (5" DEPTH)	12,100	S.Y.	\$23.50	\$284,350.00
	CONCRETE PAVEMENT	0	S.Y.	\$90.00	\$0.00
	AGGRIGATE BASE COURSE	3,227	C.Y.	\$40.50	\$130,680.00
	SUBGRADE STABILIZATION	3,227	S.Y.	\$2.10	\$6,776.00
	ROADWAY SUBGRADE PREP (EXTEND 2' OUTSIDE CURB)	3,227	S.Y.	\$1.25	\$4,033.33
	5' DETACHED CONCRETE SIDEWALK	7,260	L.F.	\$27.00	\$196,020.00
	SIDEWALK SUBGRADE PREP (MIN 1' OUTSIDE LIMITS)	5,647	S.Y.	\$1.25	\$7,058.33
	CORNER CURB RAMP (INCLUDES SUBGRADE PREP)	6	EA.	\$2,200.00	\$13,200.00
	MIDBLOCK CURB RAMP (INCLUDES SUBGRADE PREP)	3	EA.	\$2,200.00	\$6,600.00
	CROSS PAN (INCLUDES SUBGRADE PREP)	100	S.Y.	\$103.50	\$10,350.00
	TRENCH DRAIN	0	L.F.	\$19.00	\$0.00
	MEDIAN COVER	0	S.Y.	\$90.00	\$0.00
	ADJUST MANHOLE	33	EA.	\$760.00	\$25,080.00
	ADJUST WATER VALVE	15	EA.	\$425.00	\$6,375.00
Total Cost					\$864,762.67

STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LONG LINE EPOXY PVMT. MARKING	0	GAL.	\$105.00	\$0.00
	CROSSWALK BAR	0	S.F.	\$8.00	\$0.00
	STOP BAR	0	S.F.	\$0.93	\$0.00
	ARROW	0	EA.	\$120.00	\$0.00
Total Cost					\$0.00

SIGNAGE (INCLUDE POST AND ANCHOR)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET NAME SIGN WITH STOP SIGN	7	EA.	\$530.00	\$3,710.00
	GROUND SIGN	0	EA.	\$280.00	\$0.00
	TYPE III BARRICADE	0	EA.	\$2,500.00	\$0.00
	SPECIAL SIGN	1	EA.	\$280.00	\$280.00
Total Cost					\$3,990.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" RCP	612	L.F.	\$64.00	\$39,168.00
	24" RCP	34	L.F.	\$83.00	\$28,801.00
	30" RCP	34	L.F.	\$100.00	\$3,400.00
	36" RCP	493	L.F.	\$136.00	\$67,048.00
	48" RCP	0	L.F.	\$200.00	\$0.00
	30" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$2,400.00	\$0.00
	36" FES WITH CONCRETE CUTOFF WALL	1	EA.	\$3,000.00	\$3,000.00
	48" FES WITH CONCRETE CUTOFF WALL	0	EA.	\$3,400.00	\$0.00
	4' MANHOLE	12	EA.	\$2,500.00	\$30,000.00
	5' MANHOLE	2	EA.	\$3,070.00	\$6,140.00
	6' MANHOLE	0	EA.	\$4,380.00	\$0.00
	5' TYPE R INLET	1	EA.	\$9,000.00	\$9,000.00
	10' TYPE R INLET (SPECIFIC ON 10" INCREMENT)	4	EA.	\$10,700.00	\$42,800.00
	15' TYPE R INLET	2	EA.	\$11,000.00	\$22,000.00
Total Cost					\$251,357.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$1,120,109.67

CONSTRUCTION CONTINGENCY (10%) \$112,010.97
 MOBILIZATION (5%) \$56,005.48
 SURVEYING (3%) \$33,603.29
 CONSTRUCTION MANAGEMENT & TESTING (12%) \$134,413.16

PUBLIC IMPROVEMENT TOTAL \$1,456,142.57

SECURITY AT 110% = \$1,601,756.82

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]	Issuance Date: [Type LOC issuance date.]
Letter of Credit No.: [Type LOC number.]	Expiry Date: [Type LOC expiration date.]
Amount: [Type in aggregate amount.]	Name of Developer: [Type in name of developer.]

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$ _____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

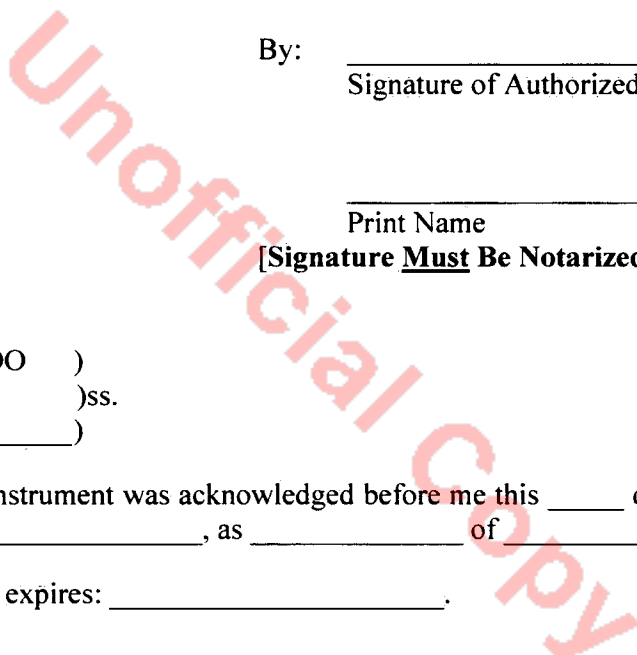


EXHIBIT 1

FORM OF SIGHT DRAFT

[Name of Issuing Bank]
[Address of Issuing Bank]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$ _____), for value received and charge to the account of [name of Developer].

Drawn under Letter of Credit No. _____, dated _____ [type in
letter of credit issuance date].

By: _____
_____, Mayor
Town of Parker

Unofficial Copy

EXHIBIT E**Trails at Crowfoot Filing 3-Landscape Cost Estimate-Streetscape****PCS Group****Opinion of Probable Cost****Date: 7.31.2018****Filing 3-ROW Landscaping**

Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	142	EA	\$ 560.00	\$ 79,520.00
Deciduous Shrubs (5 gal)	2	EA	\$ 50.00	\$ 100.00
Evergreen Shrubs (5 gal)	8	EA	\$ 50.00	\$ 400.00
Perennials/Grasses (1 gal)	15	EA	\$ 15.00	\$ 225.00
EnviroTurf (w/prep)	62,014	SF	\$ 1.00	\$ 62,014.00
2" Diam. Cobble Rock mulch (3" depth)	165	SF	\$ 1.25	\$ 206.25
Steel Edger	35	LF	\$ 3.00	\$ 105.00
Irrigation (Spray for native and turf areas)	62,014	SF	\$ 0.90	\$ 55,812.60
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 50.00	\$ 50.00
			Sub-Total	\$ 198,432.85
			15% Contingency	\$ 29,764.93
			Total	\$ 228,197.78
			110% SIA Total	\$ 251,017.56

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.

Unofficial Copy

EXHIBIT F

Trails at Crowfoot Filing 3- Landscape Cost Estimate-Open Space

PCS Group

Opinion of Probable Cost

Date: 7.31.2018

Filing 3: Parks & Open Space					
Improvement	Quantity	Unit	Unit Cost	Total	
Deciduous Trees (2.5" cal)	21	EA	\$ 560.00	\$	11,760.00
Evergreen Trees (8' ht)	20	EA	\$ 690.00	\$	13,800.00
Ornamental Trees (2" cal)	9	EA	\$ 480.00	\$	4,320.00
Deciduous Shrubs (5 gal)	147	EA	\$ 50.00	\$	7,350.00
Evergreen Shrubs (5 gal)	41	EA	\$ 50.00	\$	2,050.00
Ornamental Grasses (1 gal)	112	EA	\$ 25.00	\$	2,800.00
Perennials (1 gal)	36	EA	\$ 15.00	\$	540.00
Native Seed Open Space (w/prep)	27,940	SF	\$ 0.75	\$	20,955.00
EnviroTurf (w/prep)	4,473	SF	\$ 1.00	\$	4,473.00
Blugrass Sod (w/prep)	10,359	SF	\$ 1.00	\$	10,359.00
2" Diam. Cobble Rock mulch (3" depth)	8,168	SF	\$ 1.25	\$	10,210.00
Steel Edger	1,151	LF	\$ 3.00	\$	3,453.00
Specimen Landscape Boulders	3	EA	\$ 800.00	\$	2,400.00
Concrete Walk (4" depth)	10,080	SF	\$ 7.00	\$	70,560.00
Concrete Thickened Edge	190	SF	\$ 45.00	\$	8,550.00
Crusher Fines (4" depth)	1,994	SF	\$ 3.50	\$	6,979.00
Specialty Pavers	605	SF	\$ 18.00	\$	10,890.00
Stone Veneer Seatwall	40	LF	\$ 450.00	\$	18,000.00
Pet Station	1	EA	\$ 600.00	\$	600.00
Trash Receptacle	2	EA	\$ 1,200.00	\$	2,400.00
Bike Rack	3	EA	\$ 500.00	\$	1,500.00
Playground Structures	1	LS	\$ 40,000.00	\$	40,000.00
Engineered Wood Fiber (playground-12" depth)	1,916	SF	\$ 3.50	\$	6,706.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$	1,800.00
Playground Drainage	1	LS	\$ 1,500.00	\$	1,500.00
20'x20' Picnic Shelter	1	EA	\$ 36,000.00	\$	36,000.00
Picnic Tables	2	EA	\$ 1,800.00	\$	3,600.00
Bench	3	EA	\$ 1,500.00	\$	4,500.00
Mailbox Kiosk (16 door)	12	EA	\$ 1,400.00	\$	16,800.00
Irrigation (Spray for native and turf areas)	42,772	SF	\$ 0.90	\$	38,494.80
Irrigation (Drip emitters for shrub beds)	1	LS	\$ 10,200.00	\$	10,200.00
			Sub-Total	\$	373,549.80
			15% Contingency	\$	56,032.47
			Total	\$	429,582.27
			110% SIA Total	\$	472,540.50

*Temporary native seed for disturbed areas and detention areas are included in the Earthwork budget by civil engineer.