

**SUBDIVISION AGREEMENT
Parker and Pine Minor Development Filing 1**

THIS AGREEMENT is made this 10th day of July, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and EVT Parker Colorado, L.L.C., an Arizona limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Parker and Pine Minor Development Filing 1, 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. Intentionally left blank.

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

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RECITALS:

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- 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.
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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 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") 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. Prior to the issuance of a grading permit for the property, the Developer shall provide evidence of conformance with the existing CDOT permit, or obtain all necessary CDOT permits resulting from modifications to the existing permit.

e. The Developer shall construct a trail connection to the Baldwin Gulch Trail at time of site plan for Tract A and shall maintain or cause to be maintained, by itself or by means of an association formed in accordance with Paragraph 14, said connection.

f. The Parker and Pine Minor Development Filing 1 shall form an association in accordance with Paragraph 14 of this agreement and before any properties within the development are sold to third parties.

g. Prior to the acceptance for completeness of any site plan submittal, the Architectural Control Committee (ACC) shall be established. An approval letter from the ACC is a requirement of any site plan submittal for the development.

h. In the event the Developer purchases the detention pond tract that serves this Property, contained within Tract C, Parker Auto Plaza Filing 1, the Developer will convey that tract to an Owners' Association or Metro District.

i. The Developer desires and has agreed to contribute to Douglas County School District No. RE-1 (the "School District"), a school land dedication or cash-in-lieu (the "In-Lieu Fee") and capital mitigation (the "School Mitigation Fee"), prior to the Town's approval of any replat of any portion of Tract A on the Property (the "Replat"). The amount of the In-Lieu Fee and the School Mitigation Fee will be determined by the Developer and School District prior to the Town's approval of the Replat. The In-Lieu Fee shall be paid by the Developer in one (1) installment to the School District, concurrently with the recording of the Replat. The School Mitigation Fee for all residential units contained within an apartment building shall be paid by the Developer to the School District prior to the issuance of the first certificate of occupancy, temporary or otherwise, for a residential building on Tract A.

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 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, 2021, 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. 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 in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure 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, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, 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: EVT Parker Colorado, L.L.C.
 Attn.: Craig Eisenberg
 2710 E Camelback Road, Suite 210
 Phoenix, Arizona 85016

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 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.

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.

By: [Signature]
Mike Waid, Mayor

ATTEST:
[Signature]
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:
[Signature]
Town Attorney's Office

DEVELOPER: EVT PARKER COLORADO, L.L.C.

By: [Signature]
Craig F. Eisenberg [Name, title]

STATE OF Arizona
)ss.
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 15 day of June, 2020, by Craig F. Eisenberg as Member of EVT Parker Colorado, L.L.C.

My commission expires: 7-21-2020

(SEAL)

[Signature]
Notary Public

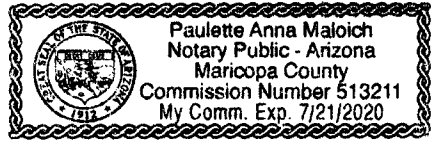


EXHIBIT LIST

- 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

EXHIBIT A – LEGAL DESCRIPTION

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11" EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NON TANGENT CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14" EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NON TANGENT CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NON TANGENT CURVATURE;

19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH $77^{\circ}59'36''$ EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF $17^{\circ}27'40''$, AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH $03^{\circ}16'34''$ WEST A LENGTH OF 191.56 FEET;
20. NORTH $05^{\circ}27'16''$ EAST, 123.41 FEET TO A POINT OF NON TANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH $84^{\circ}33'45''$ EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF $84^{\circ}26'53''$, AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH $47^{\circ}40'43''$ EAST A LENGTH OF 178.76 FEET;
22. NORTH $00^{\circ}04'57''$ WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.

Exhibit C

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 2/21/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit C: Public Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Earthwork Cut/Fill (Detention Basin Earthwork)	1000	CY	\$ 8	\$ 8,000
2	Storm Drainage 42" RCP	55	LF	\$ 170	\$ 9,350
	36" RCP	47	LF	\$ 150	\$ 7,050
	Flared End Section	2	Each	\$ 3,000	\$ 6,000
	Forebay	2	Each	\$ 18,600	\$ 37,200
	Trickle Channel	173	LF	\$ 81	\$ 14,013
	Micropool	1	Each	\$ 15,000	\$ 15,000
3	Roadway Sidewalk	2020	SY	\$ 24	\$ 48,480
	Accessible Ramp	6	EA	\$ 5,700	\$ 34,200
	Unpaved Maintanacne Access to Detention Por	350	SY	\$25.00	\$ 8,750
Subtotal:					\$ 188,043
Contingency				10%	\$18,804
Mobilization				5%	\$9,402.15
Surveying				3%	\$5,641.29
CM & Testing				12%	\$22,565.16
Project Total:					\$244,456
Required Security:				110%	\$268,901

- Basis for Cost Projection:**
- No Design Completed
 - Preliminary Design
 - Final Design

Design Engineer:



Daniel L. Skeeahan, P.E.
Registered Professional Engineer, State of Colorado No. 46391

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]
Letter of Credit No.: [Type LOC number.]
Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]
Expiry Date: [Type LOC expiration date.]
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

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

EXHIBIT E

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 6/12/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit E: Streetscape Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Shade Trees (2" Caliper Minimum)	79	Each	\$ 600	\$ 47,400
	Ornamental Trees (2" Caliper Minimum)	21	Each	\$ 500	\$ 10,500
	Sod with Soil Preparation	37,335	SF	\$ 0.85	\$ 31,735
	Temporary Native See Mix For Erosion	657,729	SF	\$ 0.12	\$ 78,927
	River Rock Mulch	3,742	SF	\$ 1.50	\$ 5,613
	Metal Edger	450	LF	\$ 1.00	\$ 450
5	Irrigation				
	Backflow Preventer (2")	1	Each	\$ 2,000	\$ 2,000
	Pedestal Controller	1	Each	\$ 3,500	\$ 3,500
	Rain Sensor	1	Each	\$ 150	\$ 150
	Flow Sensor (2")	1	Each	\$ 200	\$ 200
	Valves (1", 1.5", 2")	20	Each	\$ 250	\$ 5,000
	Quick-Coupling Valve	1	Each	\$ 250	\$ 250
	Irrigation Lateral (PVC)	14,835	LF	\$ 3.00	\$ 44,505
	Irrigation Mainline (PVC)	4,305	LF	\$ 5.00	\$ 21,525
	Pipe Sleeve	672	LF	\$ 4.00	\$ 2,688
	Sprinkler Heads	889	Each	\$ 25	\$ 22,225
	Root Watering System	202	Each	\$ 30	\$ 6,060

Subtotal:		\$ 282,728
Contingency	10%	\$28,273
Mobilization	0%	\$0.00
Surveying	0%	\$0.00
CM & Testing	0%	\$0.00
Project Total:		\$311,001
Required Security:	110%	\$342,101

- Basis for Cost Projection:**
- No Design Completed
 - Preliminary Design
 - Final Design

Design Engineer:



Daniel L. Skeehan, P.E.
Registered Professional Engineer, State of Colorado No. 46391

EXHIBIT F

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 6/12/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit F: Landscape Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Evergreen Strubs (5 Gal.)	6	Each	\$ 39	\$ 234
	Deciduous Shrubs (5 Gal.)	273	Each	\$ 27.00	\$ 7,371
	Ornamental Grasses	452	Each	\$ 17.00	\$ 7,684
	Rock Mulch (3" Depth)	6,800	SF	\$ 1.55	\$ 10,540
	Steel Edging	350	FT	\$ 1.50	\$ 525
5	Irrigation				
	Drip Irrigation	3,555	SF	\$ 0.35	\$ 1,244

- Basis for Cost Projection:**
- No Design Completed
 - Preliminary Design
 - Final Design

Subtotal:		\$ 27,598
Contingency	10%	\$2,760
Mobilization	0%	\$0.00
Surveying	0%	\$0.00
CM & Testing	0%	\$0.00
Project Total:		\$30,358
Required Security:	110%	\$33,394

Design Engineer:



Daniel L. Skeeahan, P.E.
Registered Professional Engineer, State of Colorado No. 46391