

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS FIRST AMENDMENT (the "First Amendment") is made this 7th day of March, 2022 by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Compark South III LLC, a Colorado limited liability company (the "Developer"), as successor in interest to Compark South LLC.

RECITALS:

A. The Town and 470 Compark LLC, entered into the Subdivision Agreement for Compark Village South Filing No. 1 on June 15, 2020, which was recorded on November 25, 2020, at Reception No. 2020116012 (the "Agreement").

B. 470 Compark LLC, assigned its interest to the Agreement to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated November 25, 2020, which was recorded on November 25, 2020, at Reception No. 2020116266.

C. The Developer is the successor in interest to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated March 7, 2022, which was recorded on April 29, 2022, at Reception No. 2022 031084.

D. Compark South LLC and the Town entered into that certain Financial Guarantee Agreement dated November 25, 2020 (the "Previous FGA") pursuant to the terms of the Agreement.

E. The Town and the Developer desire to amend Exhibit C-1 ("Replacement Exhibit C-1"), Exhibit C-2 ("Replacement Exhibit C-2"), and the Previous FGA to remove costs of offsite improvements that will be constructed by Compark 190, LLC, as part of the development of the project known as Chambers Highpoint.

F. The Town and Developer further desire to amend Paragraph 4. Specific Conditions, of the Agreement to include two additional conditions regarding improvements and a traffic signal at the intersection of Chambers Road and Belford Avenue.

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 to the First Amendment as follows:

Section 1. Paragraph 2. Agreements and Other Requirements., subparagraph c., is amended to read as follows:

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Peoria Street and the east

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F. The Town and Developer further desire to amend Paragraph 4. Specific Conditions, of the Agreement to include two additional conditions regarding improvements and a traffic signal at the intersection of Chambers Road and Belford Avenue.

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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 to the First Amendment as follows:

Section 1. Paragraph 2. Agreements and Other Requirements., subparagraph c., is amended to read as follows:

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Peoria Street and the east

property line, including the necessary bridge over Happy Canyon Creek, in two (2) segments. The first segment, described in Replacement Exhibit C-1, which is attached hereto and incorporated by this reference, will be completed by June 30, 2022 (the "Segment 1"). The second segment, described in Replacement Exhibit C-2, which is attached hereto and incorporated by this reference, will be completed by December 31, 2022 (the "Segment 2").

Section 2. Paragraph 4. Specific Conditions, is amended to include the following additional conditions:

g. Prior to the recordation of this First Amendment, the Developer shall pay to the Town the sum of Four Hundred Two Thousand Two Hundred Fifty-Seven and 05/100 Dollars (\$402,257.05), which payment is 50% of the necessary improvements to Chambers Road, including a deceleration, acceleration, and northbound left turn lane at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

h. Prior to the recordation of this First Amendment, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000), which payment is 50% of the cost to design and construct the traffic signal at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

Section 3. The Previous FGA shall be amended to incorporate Replacement Exhibits C-1 and C-2 into the Schedule of Values (as defined in the Previous FGA). The amount of the cash security provided by the Developer pursuant to the terms of the Previous FGA, as amended, may be reduced by the Town based on the most recent Town-approved Pay Application for the Previous FGA. Upon satisfaction of the following conditions, any financial security held by the Town in excess of the requirements of the Previous FGA, as amended, shall be returned to Compark South LLC:

1. The amendment to the Previous FGA, in a form approved by the Town Attorney, has been executed by the Developer and received by the Town.
2. All payments which are required to be made to the Town pursuant to this First Amendment have been received by the Town.
3. This First Amendment has been fully executed, received by the Town and recorded in the public records of Douglas County.

4. The Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been fully executed, received by the Town and recorded in the public records of Douglas County.
5. The plat for Chambers Highpoint Filing No. 1 has been fully executed and recorded in the public records of Douglas County.
6. The financial guarantee, which is to be provided to the Town pursuant to the terms and conditions of the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been received by the Town.
7. All payments which were required to be made to the Town pursuant to the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, have been received by the Town.

Section 4. Recitals to this First Amendment are incorporated herein by this reference.

Section 5. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.


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

TOWN OF PARKER, COLORADO


By: _____

Jeff Toborg, Mayor

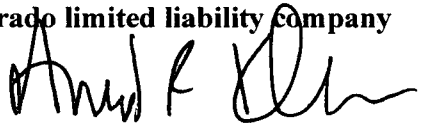
ATTEST:


Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:


Town Attorney's Office

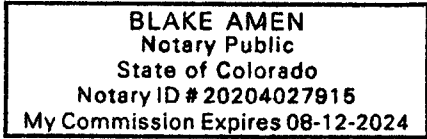
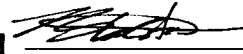
DEVELOPER: COMPARK SOUTH III LLC, a Colorado limited liability company

By: 
Andrew R. Klein, Manager [Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 4 day of March, 2022, by Andrew R. Klein, as Manager of Compark South III LLC.

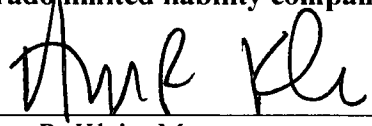
My commission expires: 8/12/24.

(SEAL)  
Notary Public

CONSENT OF COMPARK SOUTH LLC

Compark South LLC hereby consents to Section 3 of this First Amendment.

DEVELOPER: COMPARK SOUTH LLC, a Colorado limited liability company

By: 
Andrew R. Klein, Manager

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 4 day of March, 2022, by Andrew R. Klein, as Manager of Compark South LLC.

My commission expires: 8/12/24.

SEAL  
Notary Public

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

1/20/2022

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

Item Number	1/20/2022 Item Description	Subtotal
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STREET IMPROVEMENT COSTS

1	Compark South Filing 1 Road and Drainage (SEGMENT 1)	\$8,544,932
2	Compark Village South, Belford C.1 Road and Drainage (SEGMENT 2)	\$4,177,238

TOTALS \$12,722,170

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

Quantities were multiplied by current construction industry prices.

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

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

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE
SEGMENT 1

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

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

SUBTOTAL \$1,279,906**B. East Water Quality Pond (Cordillera)**

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

SUBTOTAL \$60,534

C. West Water Quality Pond (Cordillera)

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

SUBTOTAL \$57,236

D. Green Acres Tributary Improvements

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

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

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$10.46	\$78,689
2	Cattle Guard	1	Each	\$1,962.00	\$1,962
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.27	\$109,261
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$55.81	\$1,445,427
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.94	\$91,565
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.59	\$30,725
7	Delineator Posts @ 300' O.C.	16	Each	\$82.30	\$1,317
8	Signage	17	Each	\$708.50	\$12,045
9	Striping 8" White	6,000	L.F.	\$0.55	\$3,270
10	Skip Striping 4" White	493	L.F.	\$0.55	\$269
11	Striping 4" White	7,276	L.F.	\$0.55	\$3,965
12	Striping 4" Single Yellow	1,461	L.F.	\$0.55	\$796
13	Striping 4" Double Yellow	6,303	L.F.	\$0.55	\$3,435
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.55	\$207
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.55	\$33
16	Cross Pan	136	S.Y.	\$60.56	\$8,236
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,705.85	\$13,647
18	Collector Trench Drain	6,700	L.F.	\$16.62	\$111,371
19	Cleanouts	44	Each	\$381.71	\$16,795
20	Street Lights	12	Each	\$8,720.00	\$104,640
21	Std. Stock Fence	6,500	L.F.	\$3.38	\$21,964
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.63	\$76,181
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365

SUBTOTAL \$2,144,164

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	\$5,450.00	\$5,450
2	REMOVAL OF BARRICADE	1	EA	\$545.00	\$545
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.18	\$6,331
4	REMOVAL OF SIGN PANEL	3	EA	\$76.30	\$229
5	REMOVAL OF GROUND SIGN	3	EA	\$98.10	\$294
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,720.00	\$8,720
7	REMOVAL OF FENCE	710	LF	\$8.72	\$6,191
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.90	\$14,704
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$17.44	\$12,365
10	REMOVAL OF LIGHT STANDARD	5	EA	\$436.00	\$2,180
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$599.50	\$2,998
12	REMOVAL OF PULL BOX	5	EA	\$272.50	\$1,363
13	REMOVAL OF INLET	1	EA	\$1,090.00	\$1,090
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.36	\$27,573
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.82	\$15,171
16	POTHOLING	24	HR	\$272.50	\$6,540
17	STOCKPILE TOPSOIL	1192	CY	\$2.82	\$3,365
18	TOPSOIL	491	CY	\$5.45	\$2,676
19	INLET PROTECTION	74	LF	\$10.90	\$807
20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,090.00	\$1,090
21	VEHICLE TRACKING CONTROL	2	EA	\$1,090.00	\$2,180
22	SILT FENCE	230	LF	\$2.18	\$501
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.18	\$1,461
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$218.00	\$2,180
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$190.75	\$2,146
26	RESET SIGN PANEL	3	EA	\$218.00	\$654
27	RESET PULL BOX	2	EA	\$981.00	\$1,962
28	MODIFY MANHOLE	4	EA	\$817.50	\$3,270
29	ADJUST VALVE BOX	4	EA	\$272.50	\$1,090

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

SUBTOTAL \$1,084,652

III. GREEN ACRES TRIBUTARY CROSSING IMPROVEMENTS

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

SUBTOTAL \$762,934PUBLIC IMPROVEMENTS SUBTOTAL \$5,975,477

MOBILIZATION:

1	Mobilization @ 5%				\$298,774
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SURVEYING:

1	Surveying @ 3%				\$179,264
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CONSTRUCTION MANAGEMENT / TESTING:

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

1	Contingency @ 10%				\$597,548
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SUBTOTAL \$1,792,643PUBLIC IMPROVEMENTS TOTAL \$7,768,120LETTER OF CREDIT AT 110% \$8,544,932

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

Quantities were multiplied by current construction industry prices.

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

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

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

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

SUBTOTAL \$115,891**B. East Detention/Water Quality Pond**

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

SUBTOTAL \$153,517**II. STREET IMPROVEMENTS****A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

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

SUBTOTAL \$1,497,185**III. HAPPY CANYON IMPROVEMENTS****A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120
4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232
6	Topsoil	262	C.Y.	\$14.72	\$3,855
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935

16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124

25900

SUBTOTAL \$440,173

B. Drop Structure No. 1

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

SUBTOTAL \$310,600

C. Drop Structure No. 2

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

SUBTOTAL \$169,419

D. Drop Structure No. 3

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

SUBTOTAL \$234,361

PUBLIC IMPROVEMENTS SUBTOTAL \$2,921,146

MOBILIZATION:

1	Mobilization @ 5%				\$146,057
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SURVEYING:

1	Surveying @ 3%				\$87,634
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CONSTRUCTION MANAGEMENT / TESTING:

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

1	Contingency @ 10%				\$292,115
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SUBTOTAL \$876,344

PUBLIC IMPROVEMENTS TOTAL \$3,797,489

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

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May 2, 2022

Community Development Department
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Regarding: Conditions Satisfied in First Amendment to Subdivision Agreement Compark Village South Filing No. 1

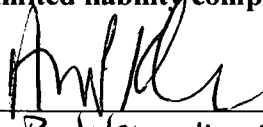
Compark South III LLC, a Colorado limited liability company (the "Developer"), as successor in interest to Compark South LLC, hereby certifies that it is the legal owner of record of the land described in Exhibit A (the "Subject Property") of the Subdivision Agreement Compark Village South Filing No. 1 (the "Agreement"), and does hereby certify to the Town of Parker that it has satisfied the following Specific Conditions as outlined in Paragraph 4 of the First Amendment to Subdivision Agreement Compark Village South Filing No. 1 ("First Amendment"):

Pursuant to Paragraph 4.g. of the First Amendment, "Prior to the recordation of this First Amendment, the Developer shall pay to the Town the sum of Four Hundred Two Thousand Two Hundred Fifty-Seven and 05/100 Dollars (\$402,257.05), which payment is 50% of the necessary improvements to Chambers Road, including a deceleration, acceleration, and northbound left turn lane at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made."

Pursuant to Paragraph 4.h. of the First Amendment, "Prior to the recordation of this First Amendment, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000), which payment is 50% of the cost to design and construct the traffic signal at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made."

By signing below, the Developer and the developer of Chambers Highpoint (Compark 190, LLC) hereby certify that these reimbursements have been made and that all requirements of Specific Conditions 4.g. and 4.h. of the First Amendment have been satisfied.

**DEVELOPER: COMPARK SOUTH III LLC,
a Colorado limited liability company**

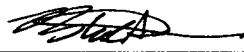
By: 
Andrew R. Klein, Mgr [Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 9 day of May,
2022, by Andrew R. Klein, as Manager
of Compark South III LLC.

My commission expires: 8/12/24.

(SEAL)


Notary Public

**BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024**

**DEVELOPER OF CHAMBERS HIGHPOINT:
COMPARK 190, LLC, a Colorado limited liability
company**

By: _____
_____ [Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____
of Compark 190, LLC.

My commission expires: _____.

(SEAL)

Notary Public

**DEVELOPER: COMPARK SOUTH III LLC,
a Colorado limited liability company**

By: _____
[Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____
of Compark South III LLC.

My commission expires: _____.

(SEAL)

Notary Public

**DEVELOPER OF CHAMBERS HIGHPOINT:
COMPARK 190, LLC, a Colorado limited liability
company**

By: [Signature]
Jeffrey S. Robinson, Manager [Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF Dixon)

The foregoing instrument was acknowledged before me this 6th day of May,
2022 by Jeffrey S. Robinson, as Manager
of Compark 190, LLC.

My commission expires: 11/18/2023.

(SEAL)

[Signature]
Notary Public

LINDSAY JORDAN GAULT DRAKOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043505
MY COMMISSION EXPIRES NOVEMBER 18, 2023