

SUBDIVISION AGREEMENT

[File Name]

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and _____ (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as _____ **[File Name]**, 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 **[Date]** _____, 20__, which was recorded at Reception No. _____, **[OR for older documents]** : recorded in Book _____, Page _____, **[and amended on [Date]** _____, 20__, which was recorded at Reception No. _____, **OR for older documents:** recorded in Book _____, Page _____, **←delete this language if no amendment]** 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 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 for the Property (the “Public Improvements”), 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. **[Add additional specific conditions here]**

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 _____, 20__ [**←Fill in Date (1 or 2 years from approval)**], 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, at the conclusion of the warranty period, the Developer does not remedy any defects in the Public Improvements as identified by the Town's Director of Engineering/Public Works, including items included in a punch list, the monies may be used to fix any such identified defects in the Public 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.

25. 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.

26. 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.

[Use 26. above if no assignment/assumption; use 26. below if assignment/assumption.]

26. 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. Notwithstanding the foregoing, the Town consents to the assignment of this Agreement to _____ (the "Assignee"), on the conditions that (a) the Assignee provides the Town with replacement letter of credit in a form and in an amount that is acceptable to the Town, on or before _____, 20__ ; (b) the Assignee is the owner of all of the Property contained within the _____ Plat, on or before _____, 20__ ; and (c) on or before _____, 20__, the Developer and Assignee execute and deliver to the Town the "Assignment and Assumption Agreement for _____ Subdivision Agreement," which is attached hereto as **Exhibit G** and incorporated by this reference.

27. 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.

28. 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

If administrative, use CD & E/PW signature lines:

By: __ John Fussa, Community Development Director

By: __ Tom Williams, Director of Engineering/Public Works

If going before TC with MDP, use Mayor's signature line:

By: __ Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: [COMPANY NAME-ALL CAPS]

By: _____

[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

(SEAL)

Notary Public

Exhibit A - Legal Description of the Property

Lots 1-4 and Tract A, Cottonwood Highlands Filing No. 8, located in the Town of Parker, County of Douglas, State of Colorado, as recorded in the records of the Douglas County Clerk and Recorder on the _____ day of _____, 20____, at Reception Number _____.

COTTONWOOD HIGHLANDS FILING NO. 8

A REPLAT OF LOT 3, COTTONWOOD SOUTH
SITUATED IN THE NORTHWEST 1/4 OF SECTION 9 AND PART OF THE SOUTHWEST 1/4 OF SECTION 4, T6S, R66W OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

(FROM FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. NCS-1086879-CO EFFECTIVE APRIL 22, 2022 AT 5:00 P.M.)

LOT 3, COTTONWOOD SOUTH, COUNTY OF DOUGLAS, STATE OF COLORADO

DEDICATION

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 COTTONWOOD HIGHLANDS FILING NO. 8.

RIGHTS-OF-WAY

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.

UTILITY EASEMENTS

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES, CABLE COMMUNICATION SYSTEMS FIBER AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES 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. NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).

DRAINAGE AND STORMWATER

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 OWNERS OF THE LANDS DESCRIBED HEREIN SHALL BE 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 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 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).

SIGHT EASEMENTS

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. NO SOLID STRUCTURES, TREES, OR LANDSCAPING TALLER THAN TWO FEET SHALL BE INSTALLED WITHIN SIGHT EASEMENTS. 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 SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN, TREES, 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 SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. SHOULD THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE TOWN MAY PERFORM OR CAUSE TO BE PERFORMED THE NECESSARY MAINTENANCE, OPERATION OR RECONSTRUCTION AT THE COST OF THE OWNER(S).

SIDEWALKS

THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN HEREON, WHICH SIDEWALKS SHALL REMAIN OPEN FOR PUBLIC USE. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE ADJACENT PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE SIDEWALKS. THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALKS, AS DETERMINED BY THE TOWN.

ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGES, 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 OBLVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER

PARKERHOUSE RD LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

TITLE: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MORTGAGE HOLDER

THE UNDERSIGNED AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

BY: _____

NAME: _____

TITLE: _____

SHEET INDEX

SHEET 1 - COVER SHEET

SHEET 2 - OVERALL BOUNDARY, LOT 1, 2, 3, 4 AND TRACT A

SHEET 3 - PROPOSED MULTI-USE, WATER, UTILITY AND DRAINAGE EASEMENTS

SHEET 4 - SIGHT TRIANGLE DETAILS

VICINITY MAP



NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COUNTY OF DOUGLAS, COMMUNITY PANEL NUMBER 09035C0066J, MAP EFFECTIVE DATE DECEMBER 2, 2021. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS SURVEY IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAPS.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 632.673 SQ. FT. OR 14.5242 ACRES, MORE OR LESS.
- BEARINGS ARE BASED ON THE NORTH LINE OF LOT 3, COTTONWOOD SOUTH, BEARING S 86°04'21" E. A DISTANCE OF 461.54 FEET, AS MONUMENTED AT THE WEST END BY A FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, ILLEGIBLE, AND AT THE EAST END BY A FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "MANHARD 38145".
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 3, COTTONWOOD SOUTH, RECORDED AT RECEPTION NUMBER 2003092540 OF THE DOUGLAS COUNTY RECORDS, INTO FOUR LOTS AND ONE TRACT.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON THE PROPERTY SHOWN HEREIN.
- THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON MAY 10, 2023.
- FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. NCS-1086879-CO EFFECTIVE APRIL 22, 2022 AT 5:00P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY KIMLEY-HORN AND ASSOCIATES INC., TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A MULTI-USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A BLANKET PUBLIC ACCESS EASEMENT IS HEREBY DEDICATED OVER LOTS 1-4 AND TRACT A FOR THE PURPOSE OF PUBLIC ACCESS TO ALL PROPERTIES WITHIN THIS PLAT.

APPROVAL OF TOWN COUNCIL

LOT 3, COTTONWOOD SOUTH IS HEREWIT AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION #2003029540.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, 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. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

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 PUBLIC WORKS, ENGINEERING, TOWN OF PARKER

TITLE VERIFICATION

WE FIRST AMERICAN 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 SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR THOSE ITEMS SHOWN IN TITLE COMMITMENT NO. NCS-1086879-CO

SIGNATURE _____

BY: _____

AS: _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

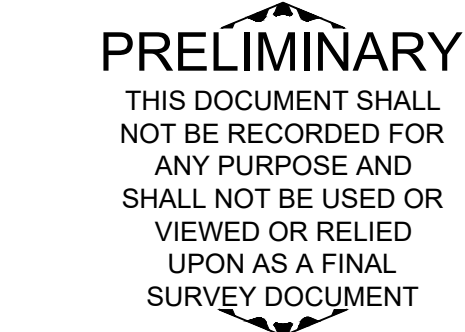
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF COTTONWOOD HIGHLANDS FILING NO. 8 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____ 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 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

LAND SUMMARY TABLE				
LOT / TRACT	AREA (SF)	AREA (AC)	LAND USE	OWNERSHIP/MAINTENANCE
LOT 1	219,879	5.0477	COMMERCIAL	PARKERHOUSE ROAD, LLC
LOT 2	39,206	0.9001		
LOT 3	111,739	2.5652		
LOT 4	227,847	5.2307		
TRACT A	34,002	0.7806	DRAINAGE	PROPERTY OWNERS ASSOC. OR METRO DISTRICT
TOTAL	632,673	14.5242		

5	7/8/24	REV.
4	4/11/24	REV.
3	2/8/24	REV.
2	12/28/23	REV.
1	8/16/23	REV.
No.	DATE	REVISION DESCRIPTION

Kimley»Horn

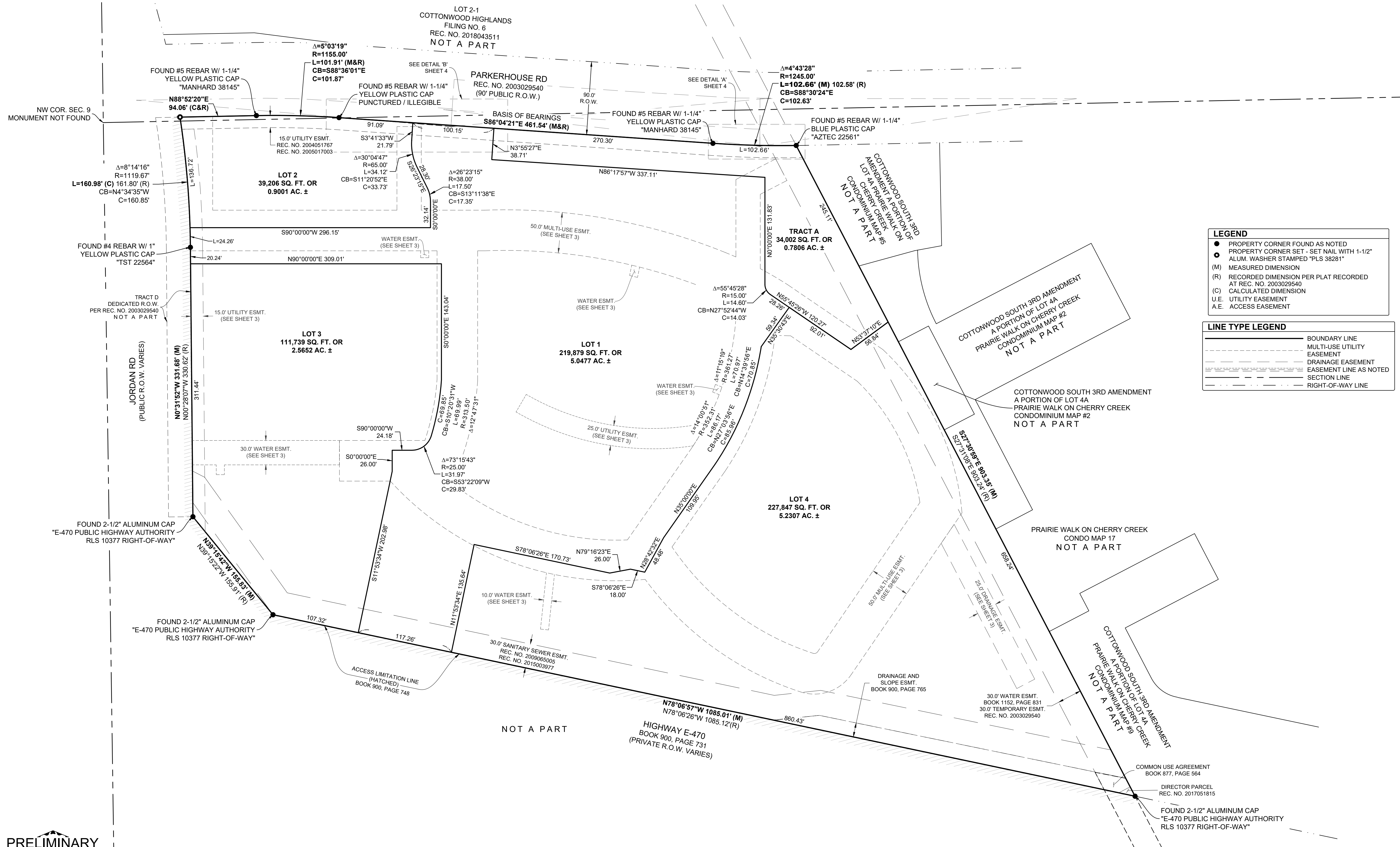
6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTM	DRW	Jul. 2024	196167000	1 OF 4

COTTONWOOD HIGHLANDS FILING NO. 8

A REPLAT OF LOT 3, COTTONWOOD SOUTH
 SITUATED IN THE NORTHWEST 1/4 OF SECTION 9 AND PART OF THE SOUTHWEST 1/4 OF SECTION 4, T6S, R66W OF THE 6TH P.M.,
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
OVERALL BOUNDARY, LOTS 1, 2, 3 & 4, AND TRACT A
 COTTONWOOD HIGHLANDS FILING NO. 8
 632,673 SQ. FT. OR 14,5242 AC.±



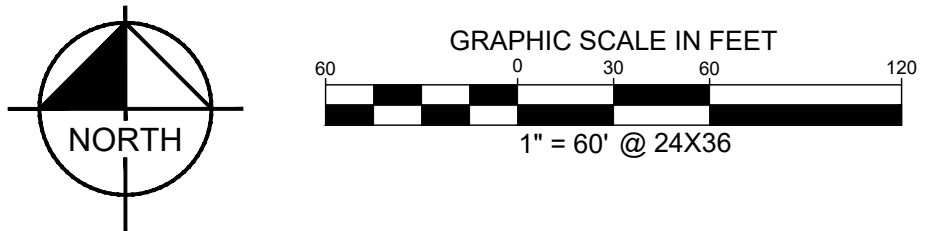
LEGEND

- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER SET - SET NAIL WITH 1-1/2" ALUM. WASHER STAMPED "PLS 38281"
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION PER PLAT RECORDED AT REC. NO. 2003029540
- (C) CALCULATED DIMENSION
- U.E. UTILITY EASEMENT
- A.E. ACCESS EASEMENT

LINE TYPE LEGEND

- BOUNDARY LINE
- - - MULTI-USE UTILITY EASEMENT
- - - DRAINAGE EASEMENT
- - - EASEMENT LINE AS NOTED
- - - SECTION LINE
- - - RIGHT-OF-WAY LINE

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT



No.	DATE	REVISION DESCRIPTION
5	7/8/24	REV.
4	4/11/24	REV.
3	2/8/24	REV.
2	12/28/23	REV.
1	8/16/23	REV.

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
 GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	PTM	DRW	Jul. 2024	196167000	2 OF 4

D:\WORK\2024\COTTONWOOD_HIGHLANDS_FILING_NO_8\DWG\196167000_P1.dwg PLOT BY: MCGRANAHAN, PATRICK 7/8/2024 8:18 AM LAST SAVED: 7/8/2024 7:40 AM

Client: Parkerhouse Rd LLC	Date: 6/3/2024
Project: Gatherings at Parker - Infrastructure Loop	Prepared By: MHJ
KHA No.: 196167000	Checked By: AJH

Title: 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	Storm Drainage				
	Forebay	1	EA	\$ 30,000	\$ 30,000
	Trickle Channel	40	LF	\$ 81	\$ 3,240
	CDOT Type 13 inlet	1	EA	\$ 2,452	\$ 2,452
	Micropool / Outlet Structure	1	EA	\$ 25,000	\$ 25,000
2	Roadway				
	Sidewalk	325	SY	\$ 24	\$ 7,800
	Accessible Ramp	4	EA	\$ 5,700	\$ 22,800
	Unpaved Maintenance Access to Detention Pond	46	SY	\$67.50	\$ 3,105
	Pavement Marking and Signal	1	LS	\$6,000	\$ 6,000
	Curb Cut Cross Pans	2	EA	\$7,500	\$ 15,000
3	Demo				
	Sawcut Existing Paving	268	LF	\$4.45	\$1,192.60
	Remove Existing Sidewalk and Base material	3681	SY	\$19.00	\$69,939.00
	Remove existing Concrete Curb and Gutter	196	LF	\$10.00	\$1,960.00
4	Traffic				
	2 Inch Electrical Conduit	5	LF	\$ 40.00	\$ 200.00
	3 Inch Electrical Conduit	5	LF	\$ 45.00	\$ 225.00
	Drilled Shaft (36")	19	LF	\$ 625.00	\$ 11,875.00
	Epoxy	7	GAL	\$ 250.00	\$ 1,750.00
	Luminaire	1	EA	\$ 2,500.00	\$ 2,500.00
	Pedestrian Signal Face (16-16)	2	EA	\$ 700.00	\$ 1,400.00
	Removal of Pavement Marking	443	SF	\$ 1.14	\$ 504.85
	Removal of Traffic Signal Equipment	1	EA	#####	\$ 10,000.00
	Reset Microwave Vehicle Radar Detector	1	EA	\$ 1,000.00	\$ 1,000.00
	Reset Opticom Detector	1	EA	\$ 1,000.00	\$ 1,000.00
	Reset Street Name Sign	1	EA	\$ 700.00	\$ 700.00
	Sign Panel (Class 1)	15	SF	\$ 45.00	\$ 675.00
	Signal Head Backplates	2	EA	\$ 250.00	\$ 500.00
	Thermoplastic Pavement Marking	47	SF	\$ 10.00	\$ 465.00
Traffic Signal - Light Pole Steel (1-50 Foot Mast Arm)	1	EA	#####	\$ 30,000.00	
Traffic Signal Face (12-12-12)	2	EA	\$ 925.00	\$ 1,850.00	
Traffic Signal Face (12-12-12-12)	2	EA	\$ 950.00	\$ 1,900.00	
Wiring	1	LS	\$ 5,000.00	\$ 5,000.00	

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

Subtotal:		\$ 260,033
Contingency	10%	\$26,003
Mobilization	5%	\$13,001.67
Surveying	3%	\$7,801.00
CM & Testing	12%	\$31,204.01
Project Total:		\$338,043
Required Security:	110%	\$371,848

Design Engineer:

Adam Harkness, P.E.
Registered Professional Engineer, State of Colorado

Client: Parkerhouse Rd LLC	Date: 6/3/2024
Project: Gatherings At Parker	Prepared By: JNL
KHA No.: 196167000	Checked By: CPH

Title: Exhibit E: Streetscape Improvements

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Shade Trees (2" Caliper Minimum)	35	Each	\$ 660	\$ 23,100
	Ornamental Trees (2" Caliper Minimum)	13	Each	\$ 500	\$ 6,500
	Evergreen Trees (6' Height Minimum)	3	Each	\$ 700	\$ 2,100
	Evergreen Shrubs (5 Gal.)	20	Each	\$ 39	\$ 780
	Deciduous Shrubs (5 Gal.)	421	Each	\$ 35.00	\$ 14,735
	Ornamental Grasses	203	Each	\$ 17.00	\$ 3,451
	Perennials	166	Each	\$ 17.00	\$ 2,822
	Rock Mulch (3" Depth)	7,153	SF	\$ 1.55	\$ 11,087
	Wood Mulch (3" Depth)	-	SF	\$ 0.75	\$ -
	Steel Edging	184	LF	\$ 1.50	\$ 276
	Sod with Soil Preparation	2,478	SF	\$ 0.85	\$ 2,106
	Seed-AppleWood seed mix	-	SF	\$ 0.10	\$ -
	Seed- Native Grass Seed mix	-	SF	\$ 0.10	\$ -
	Seed- Trickle Channel Seed mix	-	SF	\$ 0.10	\$ -
Subtotal:					\$ 66,957
Contingency 15%					\$10,044
Project Total:					\$77,001
Required Security: 110%					\$84,701

Basis for Cost Projection:

- No Design Completed
- Preliminary Design
- Final Design

Design Landscape Architect:

Chris Hepler, PLA

Client: Parkerhouse Rd LLC	Date: 3/14/2024
Project: Gatherings at Parker	Prepared By: JNL
KHA No.: 196167000	Checked By: CPH

Title: Exhibit F: Landscape Improvements On-Site

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Shade Trees (2" Caliper Minimum)	11	Each	\$ 660	\$ 7,260
	Ornamental Trees (2" Caliper Minimum)	-	Each	\$ 500	\$ -
	Evergreen Trees (6' Height Minimum)	-	Each	\$ 700	\$ -
	Evergreen Shrubs (5 Gal.)	40	Each	\$ 39	\$ 1,560
	Deciduous Shrubs (5 Gal.)	316	Each	\$ 35.00	\$ 11,060
	Perennials	20	Each	\$ 17.00	
	Ornamental Grasses	9	Each	\$ 17.00	\$ 153
	Rock Mulch (3" Depth)	14,987	SF	\$ 1.55	\$ 23,230
	Wood Mulch (3" Depth)	-	SF	\$ 0.75	\$ -
	Steel Edging	1,118	LF	\$ 1.50	\$ 1,677
	Sod with Soil Preparation	9,019	SF	\$ 0.85	\$ 7,666
	Artificial Turf	-	SF	\$ 4.00	\$ -
	Seed- Trickle Channel Seed mix	5,073	SF	\$ 0.10	\$ 507
	Seed- Native Grass Seed mix	2,160	SF	\$ 0.10	\$ 216
	Seed- Native Grass Seed mix - cdot mix	10,060	SF	\$ 0.10	\$ 1,006
	Decomposed Granite	-	SF	\$ 1.55	\$ -
Subtotal:					\$ 54,335
Contingency 10%					\$5,434
Mobilization 0%					\$0.00
Surveying 0%					\$0.00
CM & Testing 0%					\$0.00
Project Total:					\$59,769
Required Security: 110%					\$65,746

Basis for Cost Projection:

- No Design Completed
- Preliminary Design
- Final Design

Design Landscape Architect

Chris Hepler, PLA