

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, June 9, 2015
STUDY SESSION START TIME 5:45 PM
REGULAR MEETING START TIME 6:30 PM
Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 PM IN THE COMMUNITY ROOM
AGENDA FOR THE STUDY SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA
BELOW

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

IV. CONSENT AGENDA (The consent agenda is intended to contain items that are prepared to be decided without discussion. Any Board member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under IX. General Business, a. in the order they appear on the Agenda.) (This should be done prior to the motion to approve.)

a. Approval of the May 26, 2015 Meeting Minutes

b. Resolution 15-69; A Resolution Authorizing Award of a Contract to Children's Play Structures and Recreation for the Playground Replacement at Longs Peak Park

V. PUBLIC COMMENT (This agenda item provides the public an opportunity to discuss items other than ordinances on second reading, public hearings and consent agenda items that are not on the agenda. The Board of Trustees is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

VI. PROCLAMATIONS AND PRESENTATIONS (This agenda item is intended to contain Presentations to the Board that do not require any Board action. Presentations are limited to fifteen (15) minutes.)

NONE SCHEDULED

¹ FOR MORE INFORMATION ON THE AGENDA ITEMS LISTED OR FOR INDIVIDUALS WITH DISABILITIES NEEDING AUXILIARY AIDS OR TO REQUEST ASSISTANCE, PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 645 HOLBROOK STREET, P.O. BOX 750, 303-926-2731.

VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

WISE FARMS

PUBLIC HEARING (Continued from May 26, 2015 Meeting)-Staff is requesting a continuation to the June 23, 2015 Regular Meeting

- a. Ordinance 15-2015: An Ordinance Of The Town Of Erie, Colorado, Rezoning The Wise Farms Property Pursuant To The Petition Of The Owner Thereof, From RR- Rural Residential To Ag/OS – Agriculture/Open Space; LR - Low Density Residential; And, RR- Rural Residential; And, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. (SECOND READING)
- b. Ordinance 16-2015 An Ordinance Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning. Wise Farms Preliminary Plat Resolution (SECOND READING)
- c. Resolution 15-66 A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Wise Farms Preliminary Plat; Imposing Conditions Of Approval; Approving The Wise Farms Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto

CLOSE PUBLIC HEARING

VIII. RESOLUTIONS (This agenda item is for all matters that should be decided by resolutions.)

- a. Resolution 15-78; A Resolution Of The Town Of Erie Authorizing Award Of A Construction Contract For The Collection System Rehabilitation – Historic Downtown – Phase 3 Project

PUBLIC HEARING

OPEN PUBLIC HEARING

- b. Resolution 15-74; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3A Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3A Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3A Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Approving The Final Plat, Accepting The Dedications Contained Therein And Approving The Development Agreement

CLOSE PUBLIC HEARING

RESOLUTIONS (continued)

PUBLIC HEARING

OPEN PUBLIC HEARING

- c. Resolution 15-75; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3B Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3B Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3B Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Approving The Final Plat, Accepting The Dedications Contained Therein And Approving The Development Agreement

CLOSE PUBLIC HEARING

PUBLIC HEARING

OPEN PUBLIC HEARING

- d. Resolution 15-76; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3C Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3C Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3C Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Approving The Final Plat, Accepting The Dedications Contained Therein And Approving The Development Agreement

CLOSE PUBLIC HEARING

PUBLIC HEARING

OPEN PUBLIC HEARING

- e. Resolution 15-77; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3D Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3D Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3D Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Approving The Final Plat, Accepting The Dedications Contained Therein And Approving The Development Agreement

CLOSE PUBLIC HEARING

- f. Resolution 15-79; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting A Grant Of Permanent Access And Utilities Easement Agreement For Sanitary Sewer Improvements
- g. Resolution 15-80; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Authorizing The Appropriate Town Official To Sign The Colliers Hill Metropolitan District No. 2 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Approving The Development Agreement

IX. ORDINANCES (To adopt an Ordinance of the First Reading, a Motion/Second/Approval is required to suspend Resolution 02-44 and adopt the Ordinance on the First Reading.)

- a. Ordinance 17-2015; An Ordinance of the Town of Erie Approving a Sanitary Sewer Easement Vacate; Colliers Hill Filing 2E (SECOND READING)
- b. Ordinance 18-2015; An Ordinance of the Town of Erie Approving the Vacate of a Portion of Colliers Parkway (SECOND READING)
- c. Ordinance 13-2015; An Ordinance of the Town of Erie Denying Front Range Landfill's Application for a 1st Amendment to Planned Development Allowing Liquid Solidification. (FIRST READING)

X. GENERAL BUSINESS (This agenda item is reserved for matters that are ready for Board action, and do not fit into other categories, i.e. resolutions, ordinances...)

NONE SCHEDULED

XI. STAFF REPORTS (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)

XII. BOARD OF TRUSTEES REPORTS & APPOINTMENTS (This agenda item is for all Board of Trustees reports, Board & Commission Appointment, and items of information as well as Board discussion items, not listed on the agenda.)

- a. BOT Reports

XIII. ADJOURNMENT (The Board's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)

ADJOURN TO THE TOWN OF ERIE URBAN RENEWAL AUTHORITY MEETING

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, May 26, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the May 26, 2015 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Roll Call:	Trustee Carroll	Present
	Trustee Schutt	Present
	Mayor Pro Tem Gruber	Present
	Trustee Moore	Present
	Trustee Charles	Present
	Trustee Woog	Present
	Mayor Harris	Present

III. APPROVAL OF THE AGENDA

Action: Trustee Schutt moved to approve the May 26, 2015 Town of Erie Board of Trustees Meeting Agenda; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the May 12, 2015 Meeting Minutes
- b. Approval of the May 14, 2015 Special Meeting Minutes
- c. Resolution 15-68; A Resolution Accepting a Quit Claim Deed for 119th; Jasper and Jay Road
- e. Resolution 15-73 A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown In The Erie Commons Filing No. 3, 2nd Amendment Final Plat; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of The Dedications; And, Setting Forth Details In Relation Thereto.
- f. Ordinance 17-2015; An Ordinance of the Town of Erie Approving a Sanitary Sewer Easement Vacate; Colliers Hill Filing 2E (FIRST READING)
- g. Ordinance 18-2015; An Ordinance of the Town of Erie Approving the Vacate of a Portion of Colliers Parkway (FIRST READING)

CONSENT AGENDA (continued)

Action: Trustee Moore noted for the record that she had read the minutes from the May 22, 2015 regular meeting and was prepared to vote on the Consent Agenda. Trustee Charles moved to approve the May 26, 2015 Consent Agenda; the motion was seconded by Trustee Schutt. The motion carried with the following Roll Call vote:

Trustee Schutt	Yes
Trustee Woog	Yes
Trustee Carroll	Yes
Trustee Moore	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	Yes
Mayor Harris	Yes

V. RESOLUTIONS

- a. **Resolution 15-49; A Resolution of the Town of Erie Approving the Purchase of Dome Structure for the Leon A. Wurl Service Center**
- b. **Resolution 15-64: A Resolution Awarding A Construction Contract To Metro Pavers, Inc., For The Asphalt Portion of the Leon A Wurl Service Center Dome Structure**

The Public Facilities Capital Improvement Budget includes funds for a various upgrades to the service yard at the Leon A Wurl Service Center (Center). One improvement is to purchase and install an additional dome storage structure for ice slice material. Currently our ice slice material is stored in a 40-foot round structure constructed in 2010. This structure was purchased from Sprung Instant Structures, Inc. (Sprung Structures) and erected in-house with a Sprung Structures technical consultant on-site. This current structure is adequate for quality storage of material, but is too small for the amount of material needed. It holds approximately 150 tons. Staff will repurpose this structure to hold the salt/sand mixture. The salt/sand mixture is used for traction control and when temperatures are too low for ice slice to work effectively and when ice slice material is not available. The salt/sand mixture is currently stored in a concrete bin with a large tarp over it. Staff contacted Sprung Structures for a quote to build a 50-foot by 95-foot rectangle structure. This additional structure will allow for more capacity for material. This structure will hold approximately 750 tons. Our worst storm in the 2014/2015 winter used 84.5 tons during the event. The additional capacity also allows us to purchase in larger quantities which in turn reduces the overall cost by approximately 3%. The Town received a quote for purchase of the storage dome from Sprung Structures. Sprung Structures was awarded the General Services Administration Federal Supply Service Contract through 2018, which is comparable to State bid. Sprung Structures have been in business since 1887 (manufacturing chuck wagon covers and teepees) and have multiple structures in Colorado including the City of Thornton, City of Keystone, City and County of Broomfield, Lockheed Martin, Fort Carson, Colorado Department of Transportation, Town of Vail, Town of Breckenridge, City of Colorado Springs, and Jefferson County. As of 2013, the Nevada Department of Transportation has 15 structures. The structures are fitting for both Nevada and Colorado weather by utilizing durable tension membrane panels placed under high tension within an aluminum substructure. The major benefits include: ability to relocate structure; life expectancy of the "skin" over the structure is approximately 20 years; additional capacity allows for bulk rate purchase cost and more storage; less corrosion with aluminum versus steel; and having two units from the same manufacturer allows for transferability of parts. Sprung Structures has a patent on their stressed membrane structure. The solid aluminum structure is a better investment than the hollowed steel structure other companies use. With contact between the metal and the material, the aluminum has less corrosion over time than steel. The location of the new dome requires installation of an approximate 100 feet by 52 feet asphalt base,

RESOLUTIONS (continued)

approximately 205 linear feet of asphalt curbing to prevent water from flowing in to the new dome, and a ramp for loading. The base will have recycled asphalt as the subgrade and hot mix asphalt over it. Staff requested a bid from Metro Pavers, Inc., who has the asphalt contract for the Town this year. Staff is recommending awarding the purchase contract to Sprung Structures. This company has successfully completed a previous similar project for the Town. Once awarded, the structure will take approximately 3 weeks from the purchase order approval. Town Staff will erect the structure with the guidance of a Sprung Structures technical consultant available on-site (included in cost). Staff is also recommending awarding the asphalt construction contract to Metro Pavers, Inc.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-49; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

Mayor Pro Tem Gruber	Yes
Trustee Charles	Yes
Trustee Moore	Yes
Trustee Carroll	Yes
Trustee Woog	Yes
Trustee Schutt	Yes
Mayor Harris	Yes

Action: Trustee Charles moved to approve Resolution 15-64; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with the following roll call vote:

Trustee Schutt	Yes
Trustee Woog	Yes
Trustee Carroll	Yes
Trustee Moore	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	Yes
Mayor Harris	Yes

c. Resolution 15-58; A Resolution of the Town of Erie Awarding a Construction Contract for the Leon A. Wurl Service Center Water Line Expansion Project.

The Public Facilities Capital Improvement Budget includes funds for a various upgrades to the service yard at the Leon A Wurl Service Center. One of the improvements is to extend the waterline, located on the west side of the facility, approximately 250 linear feet to the inside of the yard and install a hydrant. The hydrant will be metered and used to wash chunks of ice, road debris, and sander units outside the dump trucks after events like snow removal. Using the new hydrant with a 2.5" hose compared to current ¾" hose allows for greater pressure and volume of water to clean and will reduce the cleaning time in half. An Invitation to Bid was sent out via the Town's website on March 20, 2015. A pre-bid meeting was held on March 27, 2015. Bids were received and opened on April 10, 2015; MSI Enterprises, Inc. was the low bidder at \$24, 610.00. Staff is recommending awarding the construction contract for to MSI Enterprises, Inc. This company has successfully completed other projects for the Town.

RESOLUTIONS (continued)

Action: Trustee Charles moved to approve Resolution 15-58; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

Mayor Pro Tem Gruber	Yes
Trustee Charles	Yes
Trustee Moore	Yes
Trustee Carroll	Yes
Trustee Woog	Yes
Trustee Schutt	Yes
Mayor Harris	Yes

- e. **Resolution 15-70; A Resolution Authorizing the Appropriation of an Amount Not To Exceed \$260,560.00 from the Trail and Natural Areas Fund for Flood Mitigation for the Coal Creek Trail Underpass; and, Setting Forth Details in Relation Thereto**

The South Coal Creek Trail Extension was completed in July 2013. Shortly thereafter the Town of Erie experienced flooding in many areas of town. The flooding changed the flow and path of Coal Creek considerably with significant changes in the location of Coal Creek and the airport. At this point the Coal Creek Trail goes under the taxiway and is adjacent to the creek. This area receives water from rain, groundwater drainage, and snow melt resulting in frequent trail closures and regular significant standing water. In 2014 staff contracted with Loris and Associates, Inc. to complete a conceptual alternative analysis and propose some options to remedy the chronic flooding that occurs on the Coal Creek Trail at the underpass of the Erie Municipal Airport east-west taxiway. Three options were proposed: Option 1: Utilize the existing low water crossing concrete box culvert and install, replace or retrofit a flood divider wall between the existing channel and trail upstream and downstream of the underpass this option has two possible configurations of the wall resulting in options 1 A or 1 B; Option 2: Realign and relocate approximately 500 feet of Coal Creek Trail to the west of the existing underpass and install a separate box culvert to act as the trail underpass; Option 3: Realign approximately 1250 feet of Coal Creek Trail approximately 780 feet to the west of the existing trail underpass to the location of South Main Street. On Monday May 11, 2015 OSTAB unanimously passed a motion to move forward with recommendation of Option IA. This recommendation was approved for \$248,153 anticipated project cost with an additional 5% contingency for total project cost not to exceed \$260,560. (The additional contingency was approved due to time gap from when initial report was completed to date.) It is requested that the Board approve the appropriation of the required funds from the Trails and Natural Areas Fund in order to move forward with this project and complete flood mitigation on the Coal Creek Trail. In an effort to have an open Coal Creek trail every day of the year, staff will also begin reviewing feasibility of option 3. OSTAB believes having an alternate route is critical for users and their safety. Staff findings of Option 3 will be reviewed by OSTAB.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-70; the motion was seconded by Trustee Woog. The motion carried with the following roll call vote:

Trustee Schutt	Yes
Trustee Woog	Yes
Trustee Carroll	Yes
Trustee Moore	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	Yes
Mayor Harris	Yes

RESOLUTIONS (continued)

- f. **Resolution 15-67; A Resolution Authorizing Award Of A Construction Contract To Kelly Trucking, Inc. In The Amount Of \$352,475; And Setting Forth Details In Relation Thereto.**

This past April, the Town was contacted by Kelly Trucking, Inc. wanting to know if the Town had a need for a significant amount of dirt. Kelly Trucking has approximately 75,000 cubic yards of dirt available from a project in Boulder. Staff indicated that the Town has a need for dirt; however the dirt needs to be placed as engineered fill. Kelly Trucking indicated that they have the abilities to place engineered fill and they provided the Town with a bid to do this work. 75,000 cubic yards of dirt should be sufficient to fill in approximately 5.7 acres of the existing reservoir basin, or just below the bench area; the contractor estimates that it will take 50 working days to complete the project (weather depending) and that there may be a total of 100 loads per 10 hour day. Kelley Trucking Inc. is a Golden Colorado based company that has been in business since 1973. Kelly Trucking provides contractor services throughout the Rocky Mountain Region including general contracting, airports, reservoirs and dams, heavy highway, over lot grading, environmental remediation, aggregate production, hauling and structural excavation and backfill. Their equipment includes a complete fleet of scrapers, dozers, loaders, excavators, backhoes, compactors and trucks. They have worked on projects for CDOT, Eagle County, Anthem in Broomfield, Stapleton Redevelopment, the Orchard Town Center, and Southlands. Staff has reviewed their qualifications and found them to be acceptable. Staff is recommending awarding the construction contract for the earthwork to Kelly Trucking, Inc.

Action: Trustee Moore moved to continue Resolution 15-67 to the June 9, 2015 Regular Meeting of the Town of Erie Board of Trustees. The motion failed due to no second.

Action: Mayor Harris directed staff to schedule a Town of Erie Urban Renewal Authority Meeting for June 9, 2015 and prepare a TOEURA Resolution memorializing that the Urban Renewal Authority assume repayment and state that it is responsible for debt incurred by the purchase of fill dirt from funds used for the purchase from the Town of Erie General Fund.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-67; the motion was seconded by Trustee Carroll. The motion carried with the following roll call vote:

Mayor Pro Tem Gruber	Yes
Trustee Charles	Yes
Trustee Moore	No
Trustee Carroll	Yes
Trustee Woog	Yes
Trustee Schutt	Yes
Mayor Harris	Yes

PUBLIC HEARINGS

- g. **Resolution 15-71; A Resolution Approving the Special Review Use Application To Allow The Keeping Of Three Large Animals At 3792 North 119TH Street, Adopting Certain Findings of Fact and Conclusions Favorable to the Special Review Use.**

RESOLUTIONS (continued)

PUBLIC HEARING

Staff supports the Special Review Use application for the keeping of three (3) large animals at 3792 N01ih 119th Street and recommends the Board of Trustees approve Resolution 15-71, with the following conditions: a. The Special Review Use permit shall only remain valid provided the applicant maintains the pasture acreage requirements of Title 10 of the Municipal Code. b. Applicant must demonstrate to staff, proper fencing and shelter provisions, prior to permit issuance, allowing (3) large animals at the subject property. c. Applicant must demonstrate to staff, and staff must be allowed to examine existing conditions of the chicken coop, and deem acceptable and in compliance with Town of Erie Municipal Code. At the May 6, 2015 meeting, the Planning Commission conducted a Public Hearing and approved Resolution PI5-12, by unanimous vote (7-0), recommending approval to allow the keeping of three (3) large animals with the conditions.

Action: Prior to opening the Public Hearing Mayor Harris stated "Anyone wishing to address the Board of Trustees on this matter; please raise your right hand. Do you swear or affirm that the evidence and testimony that your about to give is true?" Mayor Harris opened the Public Hearing for Resolution 15-71 at 7:22 p.m.

The Board heard Public Comment from:

Cherry Emerson, 3844 N. 119th St. Lafayette, CO.

The Applicant provided testimony to the Board:

Alexis Benz, 3792 North 119th Street, Lafayette, CO.

Action: Mayor Harris hearing no one else wishing to make comment or give testimony; closed the public hearing for Resolution 15-71 at 7:42 p.m. Trustee Moore moved to approve Resolution 15-71; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

PUBLIC HEARING

h. Resolution 15-72; A Resolution Approving the Special Review Use Application for an In-home Child/Day Care Business at 2015 Pinon Drive, Adopting Certain Findings of Fact and Conclusions Favorable to the Special Review Use.

Staff supports the Special Review Use application for an In-home Child/Day Care Business at 2015 Pinon Drive, and recommends the Board of Trustees approve the application by adopting Resolution No. 15-72, with the following conditions: The Special Review Use permit shall only remain valid provided the applicant maintains a State of Colorado Division of Childcare License; and A Town of Erie business license is issued for the use, contingent upon issuance of the Special Review Use permit. The applicant is requesting approval to operate a Child/Day Care business, for a maximum of six children, out of her home in Vista Ridge. Article V, Section A-3(b) of the Vista Ridge

RESOLUTIONS (continued)

PUBLIC HEARING

Development Guide requires Special Review Use approval for nursery schools and day/child care businesses in all Residential Planning Areas of Vista Ridge. The applicant will use the driveway and garage to satisfy parking requirements. There are no employees other than the owner (the applicant) of the business.

Action: Prior to opening the Public Hearing Mayor Harris stated "Anyone wishing to address the Board of Trustees on this matter; please raise your right hand. Do you swear or affirm that the evidence and testimony that your about to give is true?" Mayor Harris opened the Public Hearing for Resolution 15-72 at 7:43 p.m.

The Applicant provided testimony to the Board:

Dayna Bly, 2105 Pinon Drive Erie, CO 80516

Action: Mayor Harris hearing no one else wishing to make comment or give testimony; closed the public hearing for Resolution 15-72 at 7:50 p.m. Trustee Schutt moved to approve Resolution 15-72; the motion was seconded by Trustee Carroll. The motion carried with all present voting in favor thereof.

Action: Mayor Harris called for a break at 7:50 p.m. and reconvened the meeting at 8:03 p.m.

VI. ORDINANCES

PUBLIC HEARING CONTINUED FROM THE MAY 12, 2015 REGULAR MEETING OF THE BOARD OF TRUSTEES

- b. Ordinance 13-2015; An Ordinance of the Town of Erie Approving Front Range Landfill 1st Amendment to Planned Development Allowing Liquid Solidification. (SECOND READING)

- c. Ordinance 14-2015; An Ordinance of the Town of Erie Approving Front Range Land Fill 1st Amendment to CD Allowing Liquid Solidification (SECOND READING)

In March 1996, the Town of Erie annexed and zoned the Front Range Landfill property. The initial zoning of the property by Ordinance 504 zoned the property as PD-Planned Development, which in general allowed the continued operation of a sanitary landfill that was previously approved by and operated in unincorporated Weld County. In December 1996, Ordinance 535 was adopted by the Town which amended the PD zoning to allow additional waste streams. In October 2005, Ordinance's 33-2005 and 34-2005, were adopted by the Town which approved the expansion of the Front Range Landfill for Republic Services of Colorado, the operator of the landfill at that time. In particular, Ordinance 33-2005 amended the PD zoning created by Ordinance 504 and included site specific Development Standards and Conditions of Approval that outlined operational aspects of the landfill. Concurrent with the approval of the amended PD zoning granted by Ordinance 33-2005, the Board of Trustees approved Ordinance 34-2005 which amended the Certificate of Designation to incorporate the same site specific Development Standards

ORDINANCES (continued)

and Conditions of Approval approved in Ordinance 33-2005. As part of the approval of Ordinances 33-2005 and 34-2005, the Colorado Department of Public Health and Environment ("CDPHE") modified the existing Engineering Design and Operations Plan ("EDOP") to incorporate the expanded landfill as well as applicable Development Standards and Conditions of Approval. Both Ordinances 33-2005 and 34-2005 specifically excluded the Front Range Landfill from knowingly accepting any liquid waste for solidification and disposal as is indicated by Condition of Approval No. 21 in both ordinances. In August 2012, the Board of Trustees held a Study Session at which Waste Connections, the operator of the Front Range Landfill since 2009, demonstrated the process of liquid waste bulking. A representative from the CDPHE also attended the Study Session and answered technical and procedural questions pertaining to liquid waste bulking. At the end of this Study Session agenda item, the Board indicated that they would be receptive to Waste Connections moving forward with the liquid waste bulking concept. In May 2014, Waste Connections filed PD Amendment and Site Plan applications with the Town to allow liquid waste bulking at the Front Range Landfill. Note that the Site Plan application, per Title 10, is an administrative staff level approval that will be subject to the approval of the PD Amendment. The proposed liquid waste bulking facility to be located on the Front Range Landfill would allow the operator to accept and process liquid or semi-solid waste to be mixed with bulking agents to "solidify" the liquid or semi-solid waste. A liquid or semi-solid waste becomes solid waste when mixed with bulking agents and said waste passes the Paint Filter Test (EPA SW-846 Method 9095B). When the solidified waste passes this test, the solidified waste would then be deposited within the lined disposal area of the Front Range Landfill, similar to how solid waste is disposed of today. Currently the Front Range Landfill accepts non-hazardous liquid and semi-solid wastes that have been solidified elsewhere and transported to the landfill and disposed of as solid waste. The operation of the liquid waste bulking facility will occur within the same operational hours of the landfill or from 6:00am to 8:00pm with processing of solid waste until 10:00pm Monday through Saturday. These operational hours are established per Condition of Approval No. 3 of Ordinances 33-2005 and 34-2005. Concurrent with the proposed PD Amendment, the applicant has filed a Site Plan application indicating the location and structures required for the liquid waste bulking facility. The proposed facility will consist of multiple concrete basins that will hold liquids that will be piped to mixing basins where bulking agents will be added from adjacent stockpiles to create the solidified waste. Once the liquid and semi-solid wastes are solidified, said solidified waste will be trucked internally on the landfill property to the approved disposal area identified in the EDOP. The proposed liquid waste bulking facility is located outside the footprint of the permitted disposal area so the liquid waste bulking facility will not need to be relocated as disposal areas are opened/closed. As the liquid waste bulking facility is located outside of the landfill disposal area identified in the EDOP, the facility will be required to install liners and a leak detection system as added environmental protections. CDPHE has approved the modifications to the EDOP to allow liquid waste bulking to occur on the Front Range Landfill subject to the Town approvals as is indicated in the referral response letter from CDPHE dated August 1, 2015. The two primary modifications of the PD Amendment proposed that impact the operational aspects of the landfill are as follows.

1) **Rewording of Condition of Approval No. 23 from Ordinance 33-2005:**

Current Language:

The facility shall not knowingly accept any liquid waste for solidification or disposal.

Proposed Language:

The facility shall be allowed to accept liquid waste for solidification and disposal. Notwithstanding anything herein to the contrary, in no event shall the facility be allowed to accept fluids used in hydraulic fracturing of oil and gas wells ("Fracking Fluids"), nor shall the facility accept produced waters from oil and gas wells ("Produced Waters") for solidification or disposal. Produced Waters is defined as water that is present in the oil or gas being removed from the well during production. Produced Waters does not include products of exploration or drilling.

ORDINANCES (continued)

Staff Comment:

The rewording of this condition allows liquid waste for solidification to occur although it specifically excludes the acceptance of fracking fluids and produced waters. In addition, Condition of Approval No. 7 remains applicable and states:

The landfill does not, and will not, accept regulated hazardous waste (40 CFR Part 261) and regulated radioactive wastes. The landfill shall not knowingly accept any hazardous waste material or regulated radioactive waste at any time, nor apply for any future permits for such use to the State, Weld County, or the Town of Erie

2) Addition of Development Standard 36:

Current Language:

Not applicable, new standard added.

Proposed Language:

The property owner agrees to take any and all steps necessary to prevent the tracking of mud, trash and debris from the property onto public right-of-ways. If Erie determines that tracking of mud, trash and debris from the property onto public right-of-ways creates a nuisance, owner agrees to abate said nuisance immediately following receipt of notice from Erie. If owner does not abate said nuisance within 24 hours of receipt of such notice from Erie, Erie may abate the nuisance without further notice to owner, at owner's expense, and owner shall reimburse Erie upon receipt of an invoice for the costs expended by Erie, plus 10% for overhead.

Staff Comment:

The tracking of mud and other debris from the landfill onto Town roadways (primarily WCR 5) is not permitted. The landfill owner is required to abate any tracking and currently employs a street sweeper to prevent said nuisances. In the event the owner fails to abate the nuisance within 24 hours, the Town, through this additional Development Standard, may elect to abate said nuisance and recover any abatement costs from the owner.

Certificate of Designation Amendment (Repealing/Amending Ordinance 34-2005) The proposed amendments to the Conditions of Approval and Development Standards Ordinance 34-2005 are identical to the proposed amendments in Ordinance 33-2005.

Action: Prior to continuing the public hearing and taking evidence or testimony the Mayor asked that anyone wishing to address the Board of Trustees on this matter please raise your right hand, and affirm that the evidence and testimony they were about to give was true.

Additional Comments and information for the Applicant were made available to the Board from:

Dan Gudgel-Front Range Landfill
Matthew Crockett, and Mark Adams of Waste Connections
Caitlin S. Quander, Attorney, Brownstein Hyatt Farber Schreck LLP
Andrew Todd, Staff Engineer, Colorado Department of Public Health
Chip Hancock, Air Pollution Control Division
Mike VanDyke, Environmental Epidemiology Division
Freddy Arck, Information Specialist, Colorado Department of Public Health

ORDINANCES (continued)

Action: Following Board discussion, comments and questions, Mayor Harris closed the Public Hearing for Ordinance 13-2015 at 9:07 p.m. Trustee Charles moved to approve Ordinance 13-2015; the motion was seconded by Trustee Schutt. The motion failed with the following vote:

Trustee Schutt	No
Trustee Woog	No
Trustee Carroll	No
Trustee Moore	Recused/was absent from 5-12-2015 Meeting Presentation
Trustee Charles	No
Mayor Pro Tem Gruber	No
Mayor Harris	No

Action: Trustee Schutt moved to approve Ordinance 14-2015; the motion was seconded by Mayor Pro Tem Gruber. The motion failed with all present voting no.

Action: Staff was directed to bring back an Ordinance denying the Application for Front Range Landfill Liquid Waste Bulking Operations Planned Development Amendment to the June 9, 2015 meeting.

Action: Mayor Harris called for a break at 9:25 p.m. and reconvened the meeting at 9:30 p.m.

VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

WISE FARMS PUBLIC HEARING

- a. Ordinance 15-2015: An Ordinance Of The Town Of Erie, Colorado, Rezoning The Wise Farms Property Pursuant To The Petition Of The Owner Thereof, From Rr – Rural Residential To Ag/OS – Agriculture/Open Space; LR - Low Density Residential; And, Rr – Rural Residential; And, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. (FIRST READING)

The purpose of the Public Hearing is to consider Rezoning the Wise Farms property from RR – Rural Residential to AG/OS – Agriculture/Open Space; LR - Low Density Residential; and, RR – Rural Residential. The Planning Commission held a public hearing for the Rezoning request on January 21, 2015. The Planning Commission is recommending denial of the Rezoning application in Resolution P13-26. The Planning Commission determined that the application is not in substantial compliance with the following approval criteria as specified in Title 10, Section 7.5 of the Town of Erie Municipal Code: a. The Rezoning is not consistent with the Town's Comprehensive Master Plan and the purposes of this UDC; b. The Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; Future uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property. The Wise Farms property is located south of Jasper Road and west of 119th Street. The property is separated by the RTD railroad right of way. Staff finds the Rezoning application is in general Compliance with the Land Use designation of RR-Rural Residential on the 2005 Comprehensive Plan, Land Use Plan Map; as illustrated below. The density range of RR, in the Comprehensive Plan, is 0 to 2 dwelling units per acre; however, gross densities will not typically exceed 1 dwelling unit per acre. The applicant proposal is for 166 dwelling units on approximately 169 acres; this equals a gross density of 0.98 dwelling units per acre.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS PUBLIC HEARING

b. Ordinance 16-2015 An Ordinance Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning, Wise Farms Preliminary Plat Resolution (FIRST READING)

A Public Hearing to consider a request to for a PUD Overlay on the Wise Farms Rezoning Map to modify single family lot sizes, setbacks and architectural standards. Staff recommends the Board of Trustees approve Ordinance 16-2015, an ordinance approving the Wise Farms PUD Zoning Map with the following conditions: a. The approval of the Wise Farms PUD Zoning Map shall not come into effect until the Wise Farms Zoning Map is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after the Wise Farms Zoning Map is recorded. b. The approval of the Wise Farms PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The Wise Farms PUD Zoning Map shall not be recorded until after a Wise Farms Final Plat is recorded. Technical corrections to the Wise Farms PUD Zoning Map shall be made to the Town's satisfaction. The PUD Overlay District is generally used when there is special public interest that doesn't coincide with the traditional zoning in a geographic area. The PUD Overlay District may only be used when an application is not able to meet the requirements of a standard zone classification. The PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations, or reduces or extends the existing uses. The underlying zoning identifies permitted land uses; the overlay zone may provide design restrictions, additional setbacks, or other exceptions to the base district regulations. The Wise Farms PUD Zoning Map (PUD) sets the maximum number of dwelling units at 166. The applicant is committing to dedicate a public pocket park and open space to meet the Town requirements. The applicant will pay a fee in lieu for their required neighborhood park dedication of 1.39 acres and for their community park dedication of 2.32 acres. The PUD Map identifies 8 overlay planning areas; 6 residential planning areas, and 2 agricultural/ open space areas. Although the PUD overlays the entire Wise Farms property, only two Planning Areas (PA-3 and PA-4), where the proposed single family development will occur, are proposed to modify the lot requirements. The two existing farms/single family homes in PA-1 and PA-2 will meet the RR-Rural Residential zone district requirements.

c. Resolution 15-66 A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Wise Farms Preliminary Plat; Imposing Conditions Of Approval; Approving The Wise Farms Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto

The Wise Farms Preliminary Plat application proposes to plat approximately 174 acres into 166 single-family lots, and 25 tracts for pocket park, open space, landscaping, drainage, utility, oil/gas facilities and ditch purposes. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Wise Farms Preliminary Plat application. Staff has provided Resolution 15-66, for the Board of Trustees consideration, recommending approval of the application with the following conditions: Executed Surface Use Agreements, with the mineral owners or leaseholders, shall be in place before a Wise Farms Final Plat, for the areas affected, is approved by the Town. Realignment of the existing Noble Energy pipeline and vacation of portions of the existing easement will need to be completed before the Town approves a Wise Farms Final Plat in the areas where proposed single family lots are encumbered by the existing facility. Within the applicant's Environmental Site Assessment Report (Phase I), the existing Noble Energy oil and gas well and associated tank battery was recognized as an environmental condition. The well site was identified due to the age of the well and the concrete

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS PUBLIC HEARING

tank used to store the condensate. The applicant is required to submit a Phase II Environmental Assessment Report of this well site with the Final Plat application of this area of Wise Farms. The abandoned oil and gas well, within a Wise Farms Final Plat for development, shall be located, monumented and identified on the final plat, as specified in the Municipal Code. The Northern Colorado Water Conservancy District access and utility easement from Jasper Road to the Lower Boulder Ditch shall be vacated before a final plat for a development is recorded in this area. If the applicant does not obtain permission for the proposed street crossing of the RTD railroad right of way, the applicant shall provide a second pocket park in the location of Block 2, Lot 1 which is 0.96 acres in size. At Final Plat, the applicant shall provide adequate information regarding the hydraulics and proposed construction of the site to ensure the continued health of the wetland area in the proposed dedication of Town open space. If site development and disturbance of trees occurs between April 1 and August 15, a survey for active nests should be conducted. Trees with an active nest shall not be removed until the nest is abandoned for the season. Within the proposed development, the historic mill structures, along Jasper Road and south of the Wise Museum, are located in existing Jasper Road right of way, in future Jasper Road right of way dedication, and adjacent to future open space dedication to the Town of Erie. The owner and developer have agreed to either move or remove the structures from the right of way and open space. The timing for moving or removing the structures shall be defined in the development agreement for the Wise Farms Final Plat. Within the proposed development, the existing farm on the west end of the property adjacent to the future Jasper Road right of way has an accessory building that encroaches into the future Jasper Road right of way. The owners have agreed to have the structure either moved or removed from the future right of way. The timing for moving or removing the structure shall be defined in the development agreement for the Wise Farms Final Plat. Within the proposed development, the existing house, on the east end of the property, adjacent to Jasper Road, will encroach into the future Jasper Road right of way dedication. The Town has agreed to enter into a license agreement for that portion of the dwelling unit that encroaches into the future right of way at the time of Final Plat. The approval of the Wise Farms Preliminary Plat shall not come into effect until the Wise Farms Zoning Map and Wise Farms PUD Zoning Map is approved and recorded for the property. Technical corrections to Wise Preliminary Plat shall be made to the Town's satisfaction. Staff is requesting that the Board of Trustees continue the decision on the Wise Farms Preliminary Plat application until the June 9th meeting. This will allow the Board of Trustees to vote on all three Wise Farms applications (Rezoning, PUD-Planned Unit Development, and Preliminary Plat) concurrently. The Planning Commission held a public hearing for the Wise Farms Preliminary Plat application on January 21, 2015. The Planning Commission is recommending denial of the Preliminary Plat application to the Board of Trustees, in Resolution P15-09. The Planning Commission determined that the application is not in substantial compliance with the following approval criteria as specified in Title 10, Section 7.7 C.10 of the Town of Erie Municipal Code: The subdivision is not generally consistent with the Town's Comprehensive Master Plan. The subdivision is not generally consistent with and does not implement the intent of the specific zoning district in which it is located. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision are not designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC. The subdivision does not comply with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible. The subdivision will result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated. The subdivision will not be integrated and connected with adjacent development through street connections, sidewalks, trails, and similar features. The subdivision will result in significant adverse impacts on

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

WISE FARMS PUBLIC HEARING

adjacent properties, or such impacts will be substantially mitigated. Staff is requesting that the Board of Trustees continue the decision on the Wise Farms Preliminary Plat application until the June 9th meeting. This will allow the Board of Trustees to vote on all three Wise Farms applications (Rezoning, PUD-Planned Unit Development, and Preliminary Plat) concurrently.

Action: Prior to opening the Public Hearing Mayor Harris stated "Anyone wishing to address the Board of Trustees on this matter; please raise your right hand. Do you swear or affirm that the evidence and testimony that your about to give is true?" Mayor Harris opened the Public Hearing for Ordinance 15-2015; Ordinance 16-2015 and Resolution 15-66 at 9:30 p.m.

Public Comment opposed to Ordinance 15-2015; Ordinance 16-2015 and Resolution 15-66

Anita Schuneman, 11848 Billings Ave., Lafayette, CO
Caroine Kauffman, 11793 Billings Ave., Lafayette, CO
Bob Kauffman, 11793 Billings Ave., Lafayette, CO
Dick Przywitowski, 11619 Billings, Ave., Lafayette, CO.
Rachel Dickson, 11537 Flatiron Dr., Lafayette, CO
Karen Schultz, 4049 N. 119th Street, Lafayette, CO
Brian Carlson, 4100 N. 119th Street, Lafayette, CO
Jenni Elke, 4038 N. 119th Street, Lafayette, CO
Dennis Nowak, 11577 Billings Ave., Lafayette, CO
Kathey TePoel, 12050 Jasper, Rd. Lafayette, CO
Mary Beggs, 12134 Jasper Road, Lafayette, CO
Time Jones, 12134 Jasper Road, Lafayette, CO
Karl Volz, 11587 Jasper Road, Lafayette, CO
Suzanne Engert, 11686 Flatiron Drive, Lafayette, CO
James Speed, 10926 Dobbins Run, Lafayette, CO
Clyde Mason, 11280 Flatrion Drive, Lafayette, CO
Elizabeth DeLaud, 4229 N. 119th Street, Lafayette, CO
Rita Ellis, 12110 Jasper Road, Lafayette, CO
Jerry Heim, 11711 Billings Ave., Lafayette, CO
Kit Wagner, 11810 Jasper Road, Lafayette, CO
Gwen Foster, 4227 N. 119th Street, Lafayette, CO

Public Comment in favor of Ordinance 15-2015; Ordinance 16-2015 and Resolution 15-66

Liz Wise Kissell, 10230 W. Center Avenue, Lakewood, CO
Sarah Allene Wise, 11497 Jasper Road, Lafayette, CO
Jon Kottke, 2975 Valmont Street, Suite 240, Lafayette, CO

Action: Mayor Harris called for a break at 11:10 p.m. and reconvened the meeting at 11:17 p.m.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

**WISE FARMS
PUBLIC HEARING**

Action: Trustee Charles moved to continue Resolution 15-66 to the June 9, 2015 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

Action: At the request of the Applicant, Mayor Harris continued the Public Hearing for Ordinance 15-2015; Ordinance 16-2015 and Resolution 15-66 to the June 9, 2015 regular Meeting of the Town of Erie Board of Trustees.

VIII. BOARD OF TRUSTEES REPORTS

Trustee Carroll noted her recent attendance at the International Convention of Shopping Centers. Trustee Woog asked about setting up a webpage for people to comment and inquire on the Dog Park Project and also if there was an interest in making a part of the Coal Creek Trail an "off leash" area for dogs. Trustee Moore thanked the members of the Board that had attended the ICSC event.

IX. ADJOURNMENT

Action: Trustee Schutt moved to adjourn the May 26, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

Action: Mayor Harris adjourned the May 26, 2015 Regular Meeting of the Town of Erie Board of Trustees at 11:20 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayor

TOWN OF ERIE
BOARD OF TRUSTEES SPECIAL MEETING

Tuesday, June 2, 2015

6:00 p.m.

Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the June 2, 2015 Special Meeting of the Board of Trustees to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Roll Call: Trustee Carroll – present
Mayor Pro Tem Gruber – present
Trustee Charles – present
Trustee Moore – late arrived at 6:03p.m.
Trustee Woog – present
Trustee Schutt – present
Mayor Harris – present

III. APPROVAL OF THE AGENDA

Action: Mayor Pro Tem Gruber moved to approve the June 2, 2015 agenda; the motion, seconded by Trustee Schutt. The motion carried with all present voting in favor thereof. (Trustee Moore did not vote arrived at 6:03 p.m.)

IV. EXECUTIVE SESSION

Action: Trustee Carroll moved to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); specifically, to discuss negotiation of new Memorandums of Understanding with oil and gas companies; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof. (Trustee Moore did not vote arrived at 6:03 p.m.)

It's Tuesday June 2, 2015, and the time is 6:05 p.m. For the record, I am the presiding officer, Mayor Tina Harris. As required by the Open Meetings Law, this executive session is being electronically recorded. Also present at this executive session are the following persons:

Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Waylon Schutt and Jennifer Carroll; Special Counsel John Sullivan and Town Attorney Mark Shapiro.

EXECUTIVE SESSION (continued)

This is an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); specifically, to discuss negotiation of new Memorandums of Understanding with oil and gas companies

Upon completion of the Executive Session, Mayor Harris announced that the time is now 6:55 p.m., and the executive session has been concluded. The participants in the executive session were:

Mayor Tina Harris; Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Waylon Schutt and Jennifer Carroll; Special Counsel John Sullivan and Town Attorney Mark Shapiro

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record. Seeing none, the next agenda item is adjournment.

V. ADJOURNMENT

Action: Trustee Charles moved to adjourn the June 2, 2015 Town of Erie Board of Trustees Special Meeting; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

Action: Mayor Harris adjourned the June 2, 2015 Town of Erie Board of Trustee Special Meeting at 8:03 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayor

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: June 9, 2015

SUBJECT: **RESOLUTIONS**
Consideration of Resolution 15-69 – A Resolution Authorizing Award Of A Contract to Children's Playstructures and Recreation for the Playground Replacement at Longs Peak Park, in the Amount of \$95,787.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Director

FISCAL	Cost as Recommended:	\$95,757.00
INFORMATION:	Balance Available:	\$126,000.00
	Budget Line Item	100 . 50 . 810 . 605000 . 100147
	Number:	100 . 50 . 810 . 605000 . 100081
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: **Approve Resolution 15-69, authorizing the staff to enter into a contract for the replacement of the playground at Longs Peak Park and authorizing the Town Administrator to execute said contract and staff to expend contracted and contingency funds.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In the 2015 budget the Board of Trustees authorized \$86,000.00 for playground replacement and \$40,000 for ADA Compliance Projects (Americans with Disabilities Act). It was determined that the playground at Longs Peak Park was the highest priority for replacement in 2015 and that this replacement would also include upgrading the surfacing to be ADA compliant.

On March 20, 2015 the Parks and Recreation Department released a Request for Proposal (RFP) for the removal of existing playground equipment and surfacing, and the design and installation of new equipment and safety surfacing. The scope of work to be addressed included the following items:

- Removal & disposal of existing playground equipment (structures, swings, individual play components).
- Removal & disposal of existing pea gravel surfacing material, poured-in-place surfacing and sand box area.
- Provide and install new play structure(s). The Town desires two (2) separate structures, 2-5 ages and 5-12 ages, but if total area cannot accommodate two separate structures then it is desired that proposal includes a single structure that safely provides activities/features that appeal to both age groups. All equipment shall be International Play Equipment Manufacturers Association (IPEMA) certified.
- Design/install adequate/appropriate Americans with Disabilities Act (ADA) ramp access to play components (ramps currently do not exist).
- Design/install adequate/appropriate drainage system if current drainage system is deemed inadequate once new safety surfacing is installed.
- Design/install new safety surfacing. The Town desires the play structure(s) be surrounded by a poured-in-place surface. Remaining area not surfaced with poured-in-place material to be surfaced with engineered wood fiber mulch.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

By the closing date of the RFP, April 17, 2015, four companies had submitted proposals:

- Children's Playstructures and Recreation
- Churchich Recreation
- Recreation Plus Ltd.
- Rocky Mountain Recreation, Inc.

These proposal were evaluated using the following criteria:

A. Qualifications

1. Key project staff and resumes (20 pts)
2. Ability to meet schedules within budget (15 pts)
3. Company resources (10 pts)

B. Experience

1. Understanding of the project (20 pts)
2. Ability to perform all aspects of the project (20 pts)
3. Relevant recent experience in comparable projects (15 pts)
4. List of clients (2-5) for whom similar work has been done. Include contact name and phone number (10 pts)
5. Experience working with similar sized municipalities (10 pts)

C. Fees

1. A not-to-exceed fee for each phase of the Scope of Work.
2. Man-hour allocation and the dollar value of the time for each phase of the Scope of Work. A subtotal of man-hours and fees for each phase and category shall be provided.
3. All anticipated expense items.
4. An hourly rate fee schedule.

Individual interviews/meetings were held with each company, it was determined that Children's Playstructures and Recreation was the vendor that best matched the Town's needs and requirements. Detailed discussion commenced to determine the final design of the replacement playground and total overall cost. The final design includes two separate age specific play structures, free standing play pieces and ADA compliant poured in place safety surfacing. (See attached rendering.)

Project Schedule

Notice of Award	June 10, 2015
Estimated Installation Start Date	July 15, 2015
Estimated Project Completion	September 15, 2015

Staff Review:

- Town Attorney
- Town Clerk
- Community Development Director
- Finance Director
- Police Chief
- Public Works Director
- Park & Recreation Director

Approved by:



A.J. Krieger
Town Administrator

Attachments:

- a. Resolution 15-69
- b. Quote from Children's Playstructures and Recreation
- c. Playground detail drawing
- d. Playground rendering

RESOLUTION NO. 15-69

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE AWARD OF A CONTRACT TO CHILDREN'S PLAYSTRUCTURES AND RECREATION FOR THE PLAYGROUND REPLACEMENT AT LONGS PEAK PARK, IN THE AMOUNT OF \$95,787.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the 2015 Budget approve \$86,000.00 for playground equipment replacement and \$40,000.00 for Americans with Disabilities Act Compliance (ADA); and

WHEREAS, it was determined that the playground at Long's Peak Park was the highest priority for replacement in 2015 and that this replacement would also include upgrading the surfacing to be ADA compliant; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make this purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the award of a contract to Children's Playstructures and Recreation for the Playground Replacement at Long's Peak Park Project, is found to be a reasonable and acceptable contract.

Section 2. That the Town of Erie be and is hereby authorized and directed to award the contract to Children's Playstructures and Recreation and appropriate Town Officers are hereby authorized and directed to execute the agreement and expenditures of funds in the amount of \$95,787.00.

Section 3. That entering into this contract is found to be in the best interest of the Town of Erie and necessary for the preservation of the public health and safety.

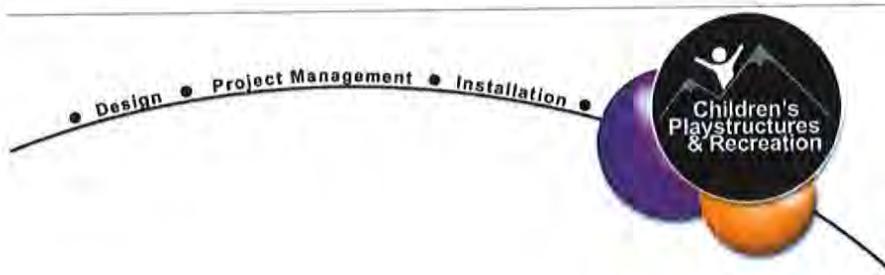
ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk



Quotation

Quote Number: Q-7223C

Quote Date: May 22, 2015

Sales Rep: Erin Starr

the world needs play, help us make it happen

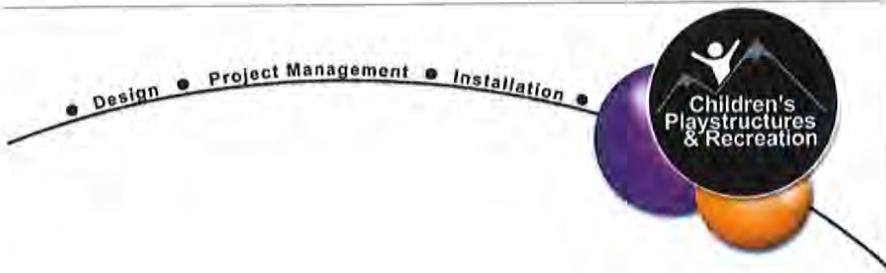
Playground Equipment * Site Furniture * Shade Structures * Surfacing

Quoted To:	Proposed For:	Contact Name	
Town of Erie PO Box 750 150 Bonnell Avenue Erie, CO 80516-0750 Cust ID: Erie	Longs Peak Park Erie, CO	Rob Crabb	
		Phone	Fax

Qty	Item	Description	Unit Price	Amount
	EF	Equipment prices include freight		
		Option 2		
1	PWCH	Playworld Systems Challenger Series Playstructure - 15-1596D.dwg	\$ 35,292.00	\$ 35,292.00
1	PW 0483	Playworld Systems, Cozy Cocoon Spinning, model 0483	\$ 2,002.00	\$ 2,002.00
1	PW 0287	Playworld 5" OD 4-Unit Aluminum Arch Swing with 8' Top Rail, model 0287, with Add a bay, 2 belt seats, 1 infant seat and 1 ADA swing	\$ 3,780.00	\$ 3,780.00
1	PW 0185	Playworld Risk Management Sign 2-12, model 0185	\$ 602.00	\$ 602.00
1	PW 0725	Playworld Spring Mates - Pony, model 0725, with spring footer	\$ 815.00	\$ 815.00
1	PW 0065	Playworld Systems Spin Cup, model 0065	\$ 556.00	\$ 556.00
1	PW 0151	Playworld Systems Spinami, model 0151	\$ 3,347.00	\$ 3,347.00
2	PW 0038	Playworld Wear Mats 3'x3'x1-1/2"	\$ 130.00	\$ 260.00
2	PR R20C4872	Piercetron Rubber Products Dynacushion 4' x 6' x 2" mat	\$ 360.00	\$ 720.00
870	PIP-EPDM	Ecore PlayPour EPDM 2 Layer Rubber Safety Surface for 870 sf with variable depths with 50% Color and 50% Black standard color mix installed	\$ 14.24	\$ 12,391.00
1		Subbase for poured in place - 870 sq ft 13 tons	\$ 625.00	\$ 625.00
114	WC	Fully Accessible Engineered Wood Chip Play Surfacing (EWF) to cover approximately 2,482 sq ft (114 cu yds) to 12" compacted depth over Geotex Fabric	\$ 26.59	\$ 3,031.00
1		ADA ramp into play pit installed	\$ 1,827.00	\$ 1,827.00
1		Removal of Existing Equipment	\$ 4,050.00	\$ 4,050.00

Please review and return with a copy of your Purchase Order and tax exempt certificate, if applicable. Quoted prices are valid for thirty (30) days from the date of proposal. Quote Excludes taxes, prevailing wages and site preparation unless otherwise noted. Owner is responsible for locating all irrigation and drainage system components. We are not responsible for system damages caused by failure to properly locate components. Owner is responsible for providing water, power and direct truck access to site for installation. Unless otherwise noted, site preparation is the responsibility of the owner and failure to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in mountainous or rocky areas, the quoted/contracted installation figures may need to be increased. If we encounter a problem with digging, we will notify you immediately and submit a change order prior to continuing.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



Quotation

Quote Number: Q-7223C
 Quote Date: May 22, 2015
 Sales Rep: Erin Starr
the world needs play, help us make it happen

Playground Equipment * Site Furniture * Shade Structures * Surfacing

Quoted To:	Proposed For:	Contact Name	
Town of Erie PO Box 750 150 Bonnell Avenue Erie, CO 80516-0750 Cust ID: Erie	Longs Peak Park Erie, CO	Paul Reed	
		Phone	Fax

Qty	Item	Description	Unit Price	Amount
1		Removal of existing pea gravel	\$ 9,421.00	\$ 9,421.00
1		Removal of existing poured in place	\$ 609.00	\$ 609.00
1		Removal of Sand Box	\$ 609.00	\$ 609.00
1		Drainage System (2) dry wells installed	\$ 914.00	\$ 914.00
1	Install	Installation of Equipment, EWF and Subbase	\$ 14,936.00	\$ 14,936.00
		All expenses included in prices		
		Labor at \$60 per hour		
		Valued Customer Discount of \$10,710 included in prices		

Please review and return with a copy of your Purchase Order and tax exempt certificate, if applicable. Quoted prices are valid for thirty (30) days from the date of proposal. Quote Excludes taxes, prevailing wages and site preparation unless otherwise noted. Owner is responsible for locating all irrigation and drainage system components. We are not responsible for system damages caused by failure to properly locate components. Owner is responsible for providing water, power and direct truck access to site for installation. Unless otherwise noted, site preparation is the responsibility of the owner and failure to properly prepare the site by the scheduled date of installation will result in liquidated damages in the amount of \$325 per day. Due to the variation in soil conditions in mountainous or rocky areas, the quoted/contracted installation figures may need to be increased. If we encounter a problem with digging, we will notify you immediately and submit a change order prior to continuing.

Subtotal	\$ 95,787.00
Sales Tax	
TOTAL	\$ 95,787.00



Longs Peak Park
Erie, CO

Sales Representative



Equipment Manufacturer



15-1596D



Longs Peak Park
Erie, CO

Sales Representative



Equipment Manufacturer



15-1596D



Longs Peak Park
Erie, CO

15-15960

Sales Representative



Equipment Manufacturer





Longs Peak Park
Erie, CO

Sales Representative

Equipment Manufacturer



15-1596D



Longs Peak Park
Erie, CO

15-1596D

Sales Representative



Equipment Manufacturer



**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: June 9, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**
Consideration Of Ordinance 15-2015 (Continued from 5/26/2015): An Ordinance Of The Town Of Erie, Colorado, Rezoning The Wise Farms Property Pursuant To The Petition Of The Owner Thereof, From RR – Rural Residential To AG/OS – Agriculture/Open Space; LR - Low Density Residential; And, RR – Rural Residential; And, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto.

PURPOSE: Continuation of the Public Hearing to consider a request for a Rezoning application for the Wise Farms property from RR – Rural Residential to a combination of AG/OS – Agriculture/Open Space; LR - Low Density Residential; and, RR – Rural Residential.

CODE REVIEW: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Deborah Bachelder AICP, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No

STAFF RECOMMENDATION:

PLANNING COMMISSION RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Please continue the Public Hearing for the Wise Farms Rezoning application until the June 23, 2015 Board of Trustees meeting. The continuation of the Public Hearing from the May 26th Board of Trustees meeting was originally scheduled to be conducted during this June 9th meeting; however, due to scheduling conflicts we are requesting this continuation to the next meeting on June 23rd.

Staff Review:

____ Town Attorney
____ Town Clerk
 Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.L. Krieger
Town Administrator

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**
Consideration Of Ordinance 16-2015 (Continued from 5/26/2015): An Ordinance Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning.

PURPOSE: Continuation of the Public Hearing to consider a request for a PUD Overlay on the Wise Farms Rezoning Map to modify single family lot sizes, setbacks and architectural standards.

CODE REVIEW: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Deborah Bachelder AICP, Senior Planner

FISCAL INFORMATION: Cost as Recommended: na
Balance Available: na
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION:

PLANNING COMMISSION RECOMMENDATION:

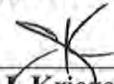
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Please continue the Public Hearing for the Wise Farms PUD Zoning Map Overlay Rezoning application until the June 23, 2015 Board of Trustees meeting. The continuation of the Public Hearing from the May 26th Board of Trustees meeting was originally scheduled to be conducted during this June 9th meeting; however, due to scheduling conflicts we are requesting this continuation to the next meeting on June 23rd.

Staff Review:

___ Town Attorney
___ Town Clerk
 Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**
Consideration of Resolution 15-66 (Continued from 5/26/2015): A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Wise Farms Preliminary Plat; Imposing Conditions Of Approval; Approving The Wise Farms Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto.

PURPOSE: Continuation of the Public Hearing for the Wise Farms Preliminary Plat application that proposes to plat approximately 174 acres into 166 single-family lots, and 25 tracts for pocket park, open space, landscaping, drainage, utility, oil/gas facilities and ditch purposes.

PROJECT NO.: PP-13-00012

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Deborah Bachelder AICP, Senior Planner

FISCAL	Cost as Recommended:	n/a
INFORMATION:	Balance Available:	n/a
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**STAFF
RECOMMENDATION:**

**PLANNING
COMMISSION
RECOMMENDATION:**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Please continue the Public Hearing for the Wise Farms Preliminary Plat application until the June 23, 2015 Board of Trustees meeting. The continuation of the Public Hearing from the May 26th Board of Trustees meeting was originally scheduled to be conducted during this June 9th meeting; however, due to scheduling conflicts we are requesting this continuation to the next meeting on June 23rd.

Staff Review:

____ Town Attorney
____ Town Clerk
 Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: June 9, 2015

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 15-78: A Resolution Authorizing Award Of Construction Contract To Insituform Technologies, LLC For Collection System Rehabilitation – Historic Downtown – Phase 3 Project In The Amount Of \$278,432; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Russell Pennington, Deputy Director of Public Works
Wendi Palmer, Civil Engineer

FISCAL	Cost as Recommended:	\$ 300,000
INFORMATION:	Balance Available:	\$ 300,000 (with rollover appropriation of 2014 funds)
	Budget Line Item Number:	510 . 70 . 110 . 605000 . 100115
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Approving Resolution 15-78 awarding said contract, authorizing the Mayor to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Wastewater Fund includes installation of approximately 4,555 LF of 8-inch and 2,228 LF of 10-inch Cured-In-Place-Pipe (CIPP) to rehabilitate the sanitary sewer mains at various locations in Historic Downtown Erie. The determination to rehabilitate the sewer system is based upon a comprehensive inspection by sending a video camera through the system. The rehabilitation procedure installs a lining inside the current sanitary sewer system pipes to restore integrity of the system. Also included are approximately 10 point repairs on the existing line in Evans Street.

This same rehabilitation process was previously performed in two projects in other areas of Historic Downtown Erie. The Town Staff has been very happy with the results. This third project will complete the lining of the old clay pipe in Historic Downtown Erie.

An Invitation to Bid was posted on the Town’s website on May 6, 2015 to ensure that local contractors were notified about this project. The Bid Opening was held on May 28, 2015. The Town received two (2) bids, listed as follows:

Contractor	Project Bid Price
Insituform Technologies, LLC	\$278,432.00
Rocky Mountain Sewer Rehabilitation	\$335,333.00

The low bidder is Insituform Technologies, LLC. Staff has reviewed the bids. Insituform has performed the previous two projects for the Town of Erie and Staff was pleased with the work performed.

Project Budget Summary

Construction Contract	\$278,432.00
Contingency (8 %)	\$21,568.00
Total	\$300,000.00

Project Schedule

Notice of Award
Notice to Proceed
Estimated Project Completion

June 10, 2015
June 24, 2015
September, 2015

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
ST Finance Director
RJP Police Chief
_____ Deputy Public Works Director

Approved by:



A. J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-78
- b. Vicinity Map

RESOLUTION NO. 15-78

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING AWARD OF A CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES, LLC FOR COLLECTION SYSTEM REHABILITATION – HISTORIC DOWNTOWN – PHASE 3 PROJECT IN THE AMOUNT OF \$278,432.00; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Erie, Colorado wishes to award a Construction Contract to Insituform Technologies, LLC for the Collection System Rehabilitation – Historic Downtown – Phase 3 Project in the amount of \$278,432.00; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into such contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the contract between the Town of Erie and Insituform Technologies, LLC is found to be a reasonable and acceptable contract for the Collection System Rehabilitation – Historic Downtown – Phase 3 Project

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Insituform Technologies, LLC and the Appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$278,432.00 with a contingency not to exceed \$21,568.00.

Section 3. That this construction contract is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 9th DAY OF JUNE, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

COLLECTION SYSTEM REHABILITATION HISTORIC DOWNTOWN - PHASE 3



- CIP
- PVC
- VC

PROPOSED CIPP LINES
EXISTING SANITARY LINES
CURED IN PLACE PIPE
POLYVINYL CHLORIDE PIPE
VITRIFIED CLAY PIPE

TOWN OF ERIE
2015

final plat and associated construction plans shall be made to the Town's satisfaction.

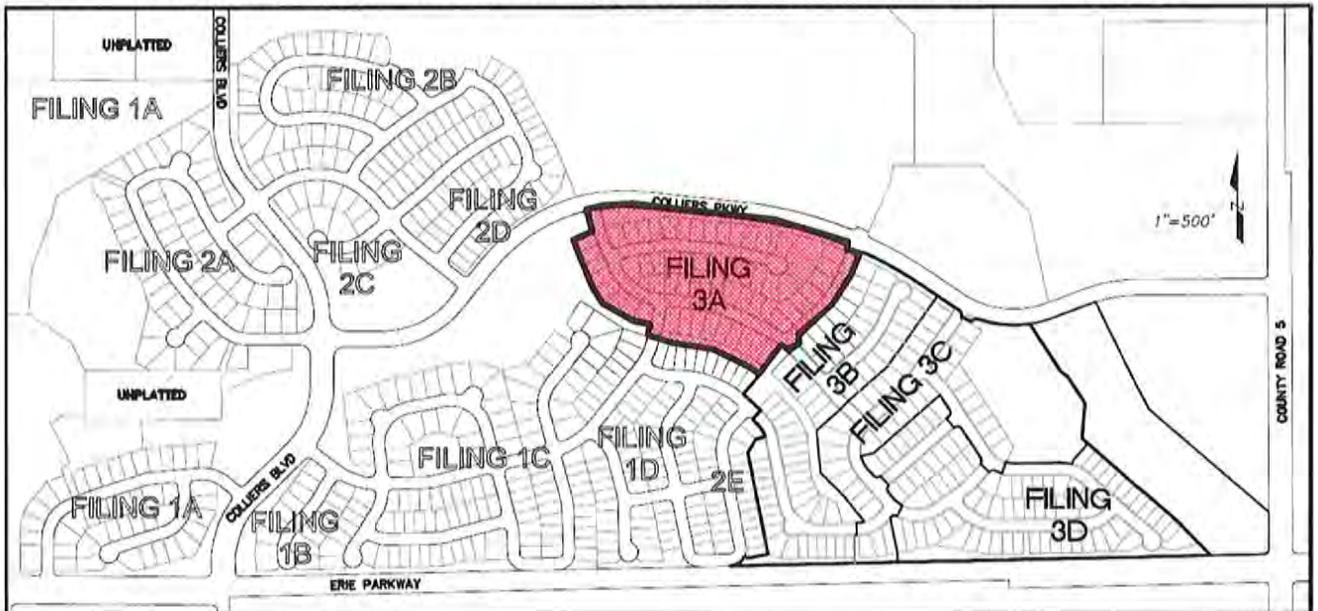
PLANNING COMMISSION RECOMMENDATION:

On May 20, 2015 the Planning Commission held a Public Hearing and unanimously approved Resolution P15-14, a resolution recommending that the Board of Trustees approve the Colliers Hill Filing No. 3A Final Plat with conditions.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner/ Applicant: Community Development Group of Erie, Inc.
Attn: Jon Lee
2500 Arapahoe Road, Suite 220
Boulder, CO 80302

Location: Northwest corner of Erie Parkway and Weld County Road 5. The single family lots in this filing are highlighted below in red. Filing 3A is located just north of Daybreak Filing 1D.



Project Process and Summary:

The Colliers Hill Filing No. 3A final plat requires Board of Trustee approval as the proposed layout is not in substantial compliance with the approved Bridgewater Preliminary Plat. Town staff has reviewed the final plat and construction drawings for Colliers Hill Filing No. 3A and have found them to be in compliance with the Town Municipal Code and the Standards and Specifications for the Design and Construction of Public Improvements.

The Resolution, provided for consideration by the Board of Trustees, approves the Colliers Hill Filing No. 3A final plat with conditions, accepts dedications on the final plat and authorizes the appropriate town official to sign the Colliers Hill Filing No. 3A Development Agreement which outlines improvement obligations of the Town and the Owner for Colliers Hill Filing No. 3A.

Project Description:

The Colliers Hill Filing No. 3A final plat consists of 52 single-family lots and 3 tracts. The final plat area is a replat of Tract A of Daybreak Filing No. 2E. The majority of this filing is proposed to be replatted as future filings.

Site Specific Information:

- Final Plat Size: 68.44 acres
- Number of Residential Lots: 52 single-family lots
- Minimum Residential Lot Size Permitted: 3,500 square feet

Current Land Use and Zoning:

Current Land Use: Agricultural/Vacant Land
Current Zoning: LR – Low Density Residential with PUD Overlay

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
SOUTH	LR – Low Density Residential (Daybreak Filing 1D)	Residential
EAST	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
WEST	LR – Low Density Residential (Daybreak Filings 1B and 1C)	Residential/Open Space

APPROVAL CRITERIA

Final Plats that Differ from Approved Preliminary Plats:

If the Final Plat is found not to be in substantial compliance with the approved Preliminary Plat, the Community Development Director shall refer the application to the Planning Commission, and the Board of Trustees. The Final Plat submittal shall require review and approval in the same manner as the Preliminary Plat (i.e., hearings before the Planning Commission and the Board of Trustees).

Staff has provided the approval criteria of both Preliminary and Final Plats.

Preliminary Plat Criteria:

The Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection, Section 10.7.7.C.10, as outline below:

- a. **The subdivision is generally consistent with the Town’s Comprehensive Master Plan.**

Staff comment: The application is in Compliance with the Land Use designations on the 2005 Comprehensive Plan, Land Use Plan Map. The residential density of 3 dwelling units per acre for

the single family residential proposed in the Bridgewater Preliminary Plat No. 1 falls within the Low Density Residential density range of 2 to 6 dwelling units per acre.

- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.**

Staff comment: The residential lots proposed fall within the designated land use boundaries of the LR – Low Density Residential zone district. The residential density and lot sizes meet the requirements of the land use district within the Bridgewater PUD Overlay Map – Amendment No. 2 and the underlying zoning district.

- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town’s standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.**

Staff comment: The final plat is in substantial compliance with the Development and Design Standards of Chapters 5 and 6 of the Municipal Code Title 10.

- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.**

Staff comment: The design of the preliminary plat takes into account applicable use, Development and Design Standards of Chapters 3, 5, and 6 of Municipal Code Title 10.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.**

Staff comment: The final plat complies with applicable regulations, standards and requirements of Federal, State and local governments and agencies.

- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff comment: Significant impacts are not anticipated for the natural environment that cannot be substantially mitigated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.**

Staff comment: The final plat provides vehicular and pedestrian connections to adjacent Colliers Hill Filings and future filings within the proposed development.

- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.**

Staff comment: The final will not have significant adverse impacts on adjacent properties.

- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.**

Staff comment: Adequate services and facilities currently exist.

- j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

Staff comment: Adequate infrastructure capacity is available for the phasing of development for the Colliers Hill property.

Final Plat Criteria:

In addition, the Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection 7.7.D.9 of the UDC:

- a. The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;**

Staff Comment: The modifications proposed to the Colliers Hill Filing No. 3A final plat that is not in substantial compliance with the previously approved Preliminary Plat have been found to comply with the Preliminary Plat approval criteria as outlined above.

- b. Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this UDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Public Works Director prior to the Community Development Director's action on the Final Plat;**

Staff Comment: The plans and specifications for improvements as proposed comply with applicable Development and Design Standards of Title 10 of the Municipal Code; comply with the Towns Standards and Specifications for Design and Construction of Public Improvements; and with applicable county, state and federal regulations.

- c. The applicant has either installed all required improvements or has executed a Development Agreement pursuant to Section 7.18; and**

Staff Comment: The applicant will be responsible for public improvements as outlined in the Colliers Hill Filing No. 3A Development Agreement, including associated public improvement guarantees.

- d. The applicant has paid or satisfied all applicable fees and charges.**

Staff Comment: The applicant will be required to pay applicable fees as outlined in the Colliers Hill Filing No. 3A Development Agreement.

Public Notice:

Public Notice was posted as required for Board of Trustees review of the Final Plat:

Published in the Colorado Hometown Weekly:	May 20, 2015
Posted:	May 22, 2015
Letters to adjacent property owners within 300':	May 22, 2015

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3A final plat with the following conditions and by approving Resolution 15-74:

1. The Colliers Hill Filing No. 3A final plat application shall not be recorded until such time that the existing sanitary sewer easement within the extents of Filing No. 3A has been vacated and the new sanitary sewer easement in Filing 1B has been recorded.
2. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Staff Review:

___ Town Attorney
___ Town Clerk
PLU Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. PC Resolution P15-14
- b. Resolution 15-74
- c. Colliers Hill Filing No. 3A Final Plat
- d. Colliers Hill Filing No. 3A Development Agreement
- e. Approved Bridgewater Preliminary Plat (partial)
- f. Colliers Hill Filing No. 3A application materials

ATTACHMENT A

RESOLUTION NO. P15-14

**A RESOLUTION REGARDING THE FINAL PLAT OF COLLIERS HILL
FILING NO. 3A, ADOPTING CERTAIN FINDINGS OF FACT AND
CONCLUSIONS FAVORABLE TO THE FINAL PLAT.**

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Final Plat of Colliers Hill Filing No. 3A on Wednesday, May 20, 2015, on the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, Colorado, 80302 being the owner of the following real property; to wit:

Tract A, Colliers Hill Filing No. 2E.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF ERIE, COLORADO, as follows:

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. The Colliers Hill Filing No. 3A final plat application shall not be recorded until such time that the existing sanitary sewer easement within the extents of Filing No. 3A has been vacated and the new sanitary sewer easement in Filing 1B has been recorded.
 - b. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 - c. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. Conclusions and Order Recommending Approval of the Final Plat of Colliers Hill Filing No. 3A.

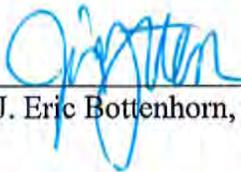
1. The applicant's application and supporting documents are in substantial compliance Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

- a. The Colliers Hill Filing No. 3A final plat application shall not be recorded until such time that the existing sanitary sewer easement within the extents of Filing No. 3A has been vacated and the new sanitary sewer easement in Filing 1B has been recorded.
- b. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
- c. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

INTRODUCED, READ, SIGNED AND APPROVED this 20th day of May, 2015.

TOWN OF ERIE, PLANNING COMMISSION

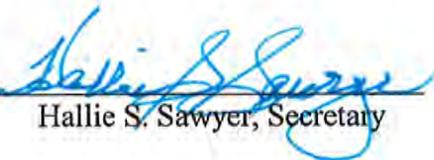
By:



J. Eric Bottenhorn, Chair

ATTEST:

By:



Hallie S. Sawyer, Secretary

ATTACHMENT B

RESOLUTION NO. 15-74

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE COLLIERS HILL FILING NO. 3A FINAL PLAT WITH CONDITIONS; ACCEPTING DEDICATIONS AS SHOWN ON THE COLLIERS HILL FILING NO. 3A FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COLLIERS HILL FILING NO. 3A DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO APPROVING THE FINAL PLAT, ACCEPTING THE DEDICATIONS CONTAINED THEREIN AND APPROVING THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, following a public hearing noticed in accordance with the Town Code and held on June 9, 2015, considered the approval of the final plat, acceptance of the dedications contained therein and the approval of the development agreement, pursuant to the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, CO 80302 for the Colliers Hill Filing No. 3A Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3A Final Plat with conditions; and,

WHEREAS, the Board of Trustees of the Town of Erie, desires to accept the dedications contained in the final plat from Community Development Group of Erie, Inc.; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3A Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner or its assignee; and,

WHEREAS, the Board of Trustees of the Town of Erie, believes it is in the best interest of the Town and its citizens to approve the Colliers Hill Filing No. 3A Final Plat and Development Agreement as provided for herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3A Final Plat with the following conditions:

1. The Colliers Hill Filing No. 3A final plat application shall not be recorded until such time that the existing sanitary sewer easement within the extents of Filing No. 3A has been vacated and the new sanitary sewer easement in

Filing 1B has been recorded.

2. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth on the Colliers Hill Filing No. 3A Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3A Development Agreement for the Colliers Hill Filing No. 3A Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 9th day of June 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT C

ATTACHMENT D

**COLLIERS HILL FILING NO. 3A
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20 __, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation**, 2500 Arapahoe Avenue, Suite 220, Boulder, CO, 80302, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for the Colliers Hill Filing No. 3A (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in

form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that

portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are

located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Colliers Hill Homeowners Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required

in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code (“Code”).

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns “Standards and Specifications for Design and Construction of Public Improvements” and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or maintenance district responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Construction Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in

form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon Construction Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements

and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in “Exhibit C,” attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner’s property. The amount of the reimbursement due, if any, is described in “Exhibit C.”

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Colliers Parkway Improvements, as outlined in the Colliers Hill Metropolitan District Development Agreement No. 2 (“District Agreement”) are the

responsibility of the Colliers Hill Metropolitan District No. 1 (“District”).

2. Colliers Parkway Improvements, between Colliers Boulevard and WCR 5, shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
3. All roadways within the Development shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
4. Vertical curb shall be constructed on the streets indicated on “Exhibit E,” all other streets shall be constructed with roll over curb.

B. Installation of Open Space, Parks, Landscaping and Trails

Installation of landscaping, trail and sidewalk improvements within the Colliers Parkway right-of-way, including the median, shall be the responsibility of the District as outlined in the District Agreement.

C. Maintenance of Parks, Trails, Open Space and Landscaping

1. Colliers Parkway right-of-way landscaping, including median landscaping, shall be maintained by the HOA.
2. Tracts A and B shall be maintained by the HOA.
3. The Spine Trail located within the Colliers Parkway right-of-way and Tract A shall be maintained by the Town.

D. Improvements to Private Tracts

Tract C is for future development. Owner shall be responsible for maintenance, including weed control on Tract C until the tract is further subdivided into individual lots.

E. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

F. Fencing

Fencing within the Development shall be installed in accordance with Bridgewater PUD Overlay and the Code. Fencing installed adjacent to parks and open spaces shall be limited to low (4 foot high) open (50 percent) fencing. The finished side of the fence shall face the open space.

G. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

H. Sanitary Sewer – Coal Creek Interceptor

The Town is due cost recovery at a rate of \$ 55.00 for each Single Family Equivalent (“SFE”). The reimbursement is outlined in “Exhibit C.”

I. Water

Colliers Parkway right-of-way shall be irrigated utilizing the non-potable water under the District Agreement.

J. Drainage

1. Drainage improvements related to the Colliers Parkway Improvements, as outlined in the District Agreement are the responsibility of the District.
2. Drainage improvements related to the Colliers Parkway Improvements shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

K. Building Permit Allocation

Owner and Town shall follow the Building Permit Program as outlined in the Third Amendment To The Bridgewater Annexation Agreement, as it may be amended.

L. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.
2. An Airport Disclosure statement indicating the existence of an Avigation Easement (“Exhibit H”) shall be signed by the property owner with the execution of the sales contract for the property.
3. An Undermining Disclosure statement indicating that undermining exists in the area (“Exhibit I”) shall be signed by the property owner with the execution of the sales contract for the property.
4. A Landfill Disclosure statement indicating that Landfills exist in the area (“Exhibit J”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Colliers Hill Filing No. 3A constitutes a “site specific development plan” pursuant to C.R.S. 24-68-101 et. Seq. (the “Vested Rights Act”) for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement

shall be deemed to be a “development agreement” pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner’s failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney’s fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner’s obligation herein shall not apply to the

extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, CO 80516-0750

Owner:

Community Development Group of
Erie, Inc.
Chuck Bellock
2500 Arapahoe Avenue, Suite 220
Boulder, CO 80302

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Jim Johnson
Otten Johnson Robinson Neff and
Ragonetti
950 Seventeenth Street, Suite 1600
Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Community Development Group of Erie, Inc., is the record owner for the property within the Development. The undersigned further warrant having full

power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF ERIE
A Colorado municipal corporation

Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

OWNER:
COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.
a Colorado corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Community Development Group of
Erie, Inc.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – COLLIERS HILL FILING NO. 3A FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

**EXHIBIT B
COLLIERS HILL FILING 3A
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015**

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
WATER			
6" Water Line	44 L.F.	\$ 20	\$ 880.00
8" Water Line	2009 L.F.	25	50,225.00
8" 11 1/4° Bends	8 Ea.	550	4,400.00
8" 45° Bends	1 Ea.	550	550.00
8" x 6" Tees	3 Ea.	550	1,650.00
8" x 8" Tees	3 Ea.	600	1,800.00
8" x 6" Reducers	1 Ea.	500	500.00
6" Valves	4 Ea.	1,000	4,000.00
8" Valves	10 Ea.	1,500	15,000.00
Fire Hydrants	4 Ea.	3,400	13,600.00
Services	52 Ea.	1,200	62,400.00
		Subtotal	\$ 155,005.00
STREETS			
Mountable Curb w/Curb Drain	5027 L.F.	\$ 17	\$ 85,459.00
5' Walk	5069 L.F.	25	126,725.00
5' Trail	148 L.F.	25	3,700.00
8' Trail	561 L.F.	40	22,440.00
Crosspan	716 S.F.	12	8,592.00
Handicap Ramps	18 Ea.	1,350	24,300.00
Asphalt	9063 S.Y.	25	226,575.00
Subgrade Preparation	9063 S.Y.	2.00	18,126.00
Street Lights	9 Ea.	3,500	31,500.00
Signing & Striping	1 L.S.	5,000	5,000.00
		Subtotal	\$ 552,417.00
SEWER			
8" Sewerline w/Underdrain	2258 L.F.	\$ 30	\$ 67,740.00
Sanitary Sewer Manholes	12 Ea.	1,850	22,200.00
Services	53 Ea.	850	45,050.00
		Subtotal	\$ 134,990.00
STORM SEWER			
18" RCP	972 L.F.	\$ 36	\$ 34,992.00
5' Type 'R' Inlets	3 Ea.	3,000	9,000.00
Type 13 Inlets	1 Ea.	2,400	2,400.00
Erosion Control	1 L.S.	10,000	10,000.00
4' Diameter Manholes	7 Ea.	2,000	14,000.00
		Subtotal	\$ 70,392.00
		SUBTOTAL	\$ 912,804.00
		15% Contingency	\$ 136,920.60
		TOTAL	\$ 1,049,724.60

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner: None

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, Two-Thousand Eight-Hundred Sixty & No/100 Dollars (\$ 2,860.00) as reimbursement for 52 lots (\$ 55.00 per lot) within the Colliers Hill Filing No. 3A subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

Reimbursements due Others: None

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP

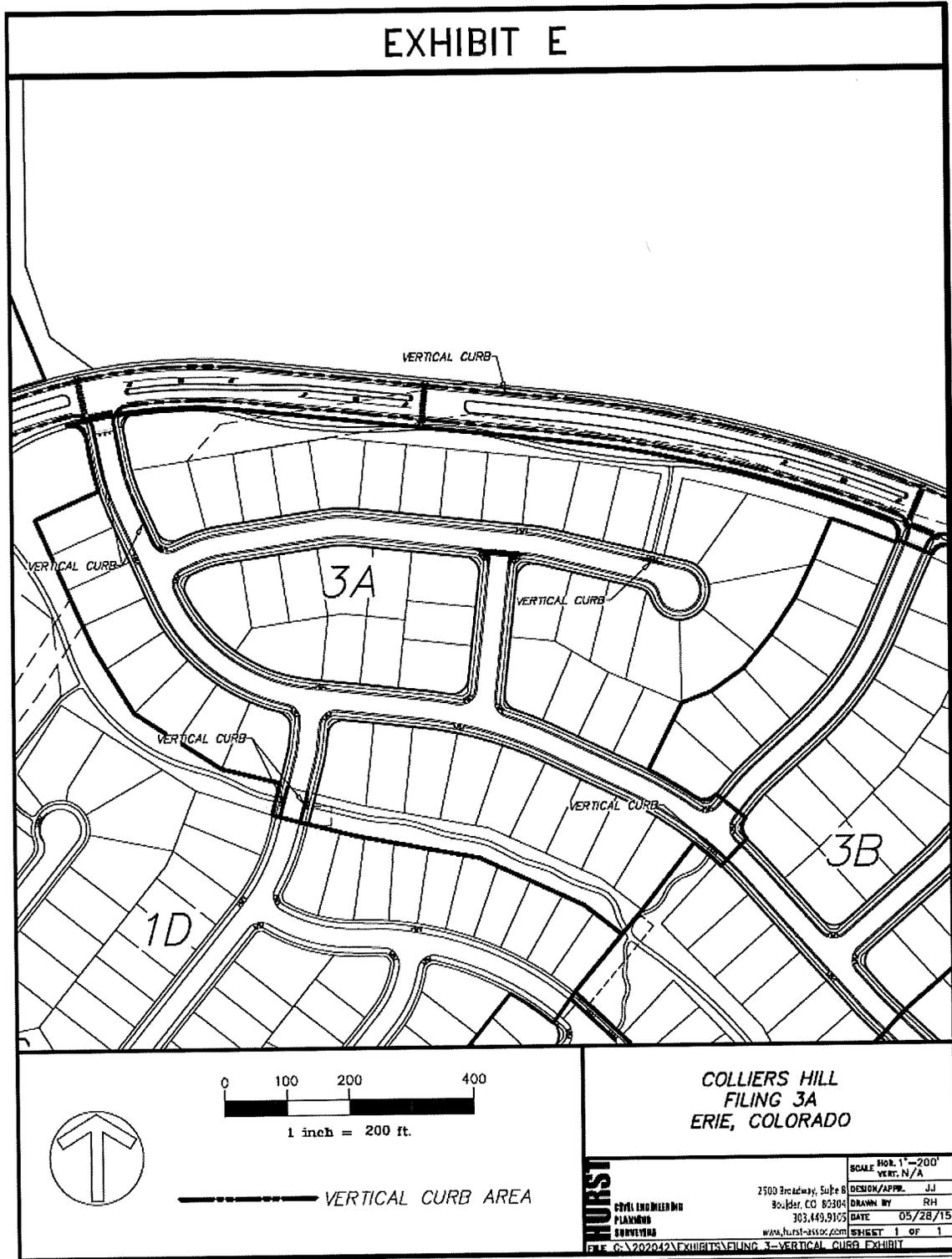


EXHIBIT F

LANDSCAPE MAINTENANCE MAP

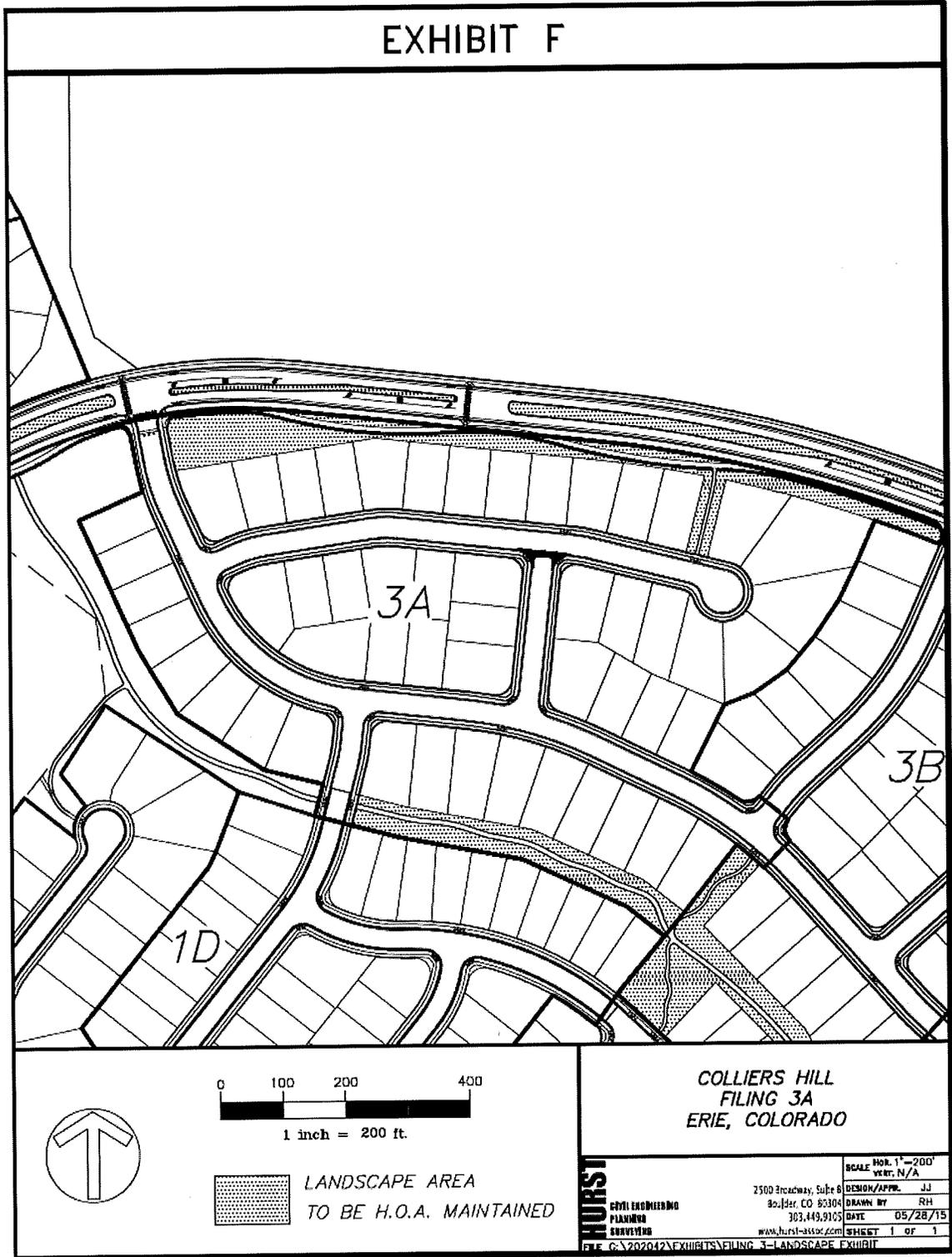


EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3A, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Colliers Hill subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Bridgewater Master Subdivision Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Colliers Hill Filing No. 3A. There may be ongoing oil and gas operation and production of oil and gas within Colliers Hill Filing No. 3A, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Colliers Hill Filing No. 3A. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Colliers Hill Filing No. 3A, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Colliers Hill Filing No. 3A. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Colliers Hill Filing No. 3A and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Colliers Hill Filing No. 3A will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Colliers Hill Filing No. 3A to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Colliers Hill Filing No. 3A.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in Colliers Hill Filing No. 3A, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3A, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie’s approval of the subdivision plat of Colliers Hill, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mines, including but not limited to the Boulder Valley Mine (new), the Boulder Valley Mine (old), the Northwest Mine, the Clayton Mine and an Unknown Mine (collectively “Mines”). These Mines are several of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Colliers Hill, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by Western Environmental and Ecology, dated September 5, 1999. A copy of this report and an updated report prepared by CTL Thompson, Inc., dated October 14, 2010, (collectively “reports”) have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Reports. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot’s location above the Mines, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20____.

ATTACHMENT E

ATTACHMENT F



TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: <u>Colliers Hill F-3A</u>		
FILE NO: <u>FP-14-0004</u>	DATE SUBMITTED: <u>10/31/14</u>	FEES PAID: <u>\$ 3265</u>

PROJECT/BUSINESS NAME: Colliers Hill

PROJECT ADDRESS: WCR 5 and Erie Parkway

PROJECT DESCRIPTION: Filing 3 A

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Colliers Hill

Filing #: 3A Lot #: _____ Block #: _____ Section: 17 Township: 1 North Range: 68 West

<p>OWNER (attach separate sheets if multiple)</p> <p>Name/Company: <u>Community Development Group of Erie, Ir</u> <input type="checkbox"/></p> <p>Contact Person: <u>Chuck Bellock</u></p> <p>Address: <u>2500 Arapahoe Ave, Suite 220</u></p> <p>City/State/Zip: <u>Boulder, CO 80302</u></p> <p>Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u></p> <p>E-mail: _____</p>	<p>AUTHORIZED REPRESENTATIVE</p> <p>Company/Firm: <u>Community Development Group of Erie, Ir</u> <input type="checkbox"/></p> <p>Contact Person: <u>Jon Lee</u></p> <p>Address: <u>2500 Arapahoe Ave, Suite 220</u></p> <p>City/State/Zip: <u>Boulder, CO 80302</u></p> <p>Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u></p> <p>E-mail: <u>jonrlee@cdgcolorado.com</u></p>
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<p>MINERAL RIGHTS OWNER (attach separate sheets if multiple)</p> <p>Name/Company: <u>Anadarko E&P Company, LP</u></p> <p>Address: <u>P. O. Box 1330</u></p> <p>City/State/Zip: <u>Houston, Texas 77251-1330</u></p>	<p>MINERAL LEASE HOLDER (attach separate sheets if multiple)</p> <p>Name/Company: <u>See SUAs</u></p> <p>Address: <u>See SUAs</u></p> <p>City/State/Zip: <u>See SUAs</u></p>
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<p>LAND-USE & SUMMARY INFORMATION</p> <p>Present Zoning: <u>PD</u></p> <p>Proposed Zoning: <u>PD</u></p> <p>Gross Acreage: <u>68.44</u></p>	<p>Gross Site Density (du/ac): <u>NA</u></p> <p># Lots/Units Proposed: <u>63 lots and 3 Tracts</u></p> <p>Gross Floor Area: <u>N/A</u></p>
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<p>SERVICE PROVIDERS</p> <p>Electric: <u>United Power</u></p> <p>Metro District: <u>Colliers Hill Metropolitan District 1</u></p> <p>Water (if other than Town): <u>Town</u></p>	<p>Gas: <u>Source Gas</u></p> <p>Fire District: <u>Mountain View</u></p> <p>Sewer (if other than Town): <u>Town</u></p>
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PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES

ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input checked="" type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	\$ 600.00	
		SERVICE PLAN	
		\$ 10,000.00	

All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature] Date: 10-30-14

Owner: Community Development Group of Erie Date: _____

Applicant: [Signature] Inc Date: 10-30-14

Jon Lee, Community Development Group of
 STATE OF COLORADO) Erie, Inc
) ss.
 County of Boulder)

The foregoing instrument was acknowledged before me this 30 day of October, 2014, by Charles Bellock.

My commission expires: 11-22-18
 Witness my hand and official seal.

[Signature]
 Notary Public



Colliers Hill Third Filing Final Plats Narrative

General project concept and purpose of the request.

Colliers Hill (Bridgewater) was annexed and zoned by the Town in 2007. The project as proposed is poised to provide:

- Distinct neighborhoods centered on fingers of open space with miles of trails linking these neighborhoods to Old Town and Erie High School.
- A wide variety of quality housing for a diverse market segment of buyers, providing the necessary housing for Erie's long term primary employment goals and for the Town's current desires to accommodate retail services within the Town's core.
- Additionally, current and future residents of Erie who reside at Colliers Hill are the critical economic component for the long term services which Erie has committed to providing with their Recreation/Senior Center and Library.

The total land area within the Community.

965.83 acres

The total area of Filings 3A, 3B, 3C, 3D

68.44 acres

The total number of lots within in Filing 3A, 3B, 3C, 3D.

3A – 54

3B – 71

3C – 46

3D – 78

Total - 249 lots

Density – 3.64 per acre

The total land area to be preserved as Open Space and Landscaped Areas.

Approximately 12.6 acres of public and private Open Space and Landscaped Areas

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services, including schools, fire protection, water/sewer service, and utility providers.

- Water and Sewer: Adequate infrastructure is available for the Third Final Plats; future service for the remaining phases needed as described in the Daybreak Annexation Agreement
- Schools: The existing SVVSD Elementary, Middle and High School will serve this phase of development.
- Utility Providers: Adequate existing Town of Erie water and sewer; United Power electric; Source Gas; and Comcast cable and telephone.
- Fire Protection: Served by Mountain View Fire Protection from the station at the southwest corner of Bonanza Drive (WCR 3) and WCR 8.

A brief description regarding the location, function, and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings; and location.

- An Open Space area is located in the eastern portion of the Third Filing and will be landscaped with trees and native grasses.
- A Pocket Park is located in Filing 3B at Tract B
- The Private Amenity Facility, located north of Colliers Parkway, is under construction at this time.
- The function of each of these areas is outlined in the Annexation Agreement.

Ownership/Maintenance of public and private open space.

The Town will own and maintain all Open Space, meeting Town requirements. The Pocket Parks and the Private Amenity Facility will be owned and maintained by either the HOA or the Metro District.

Timing and Phasing.

If approved, construction is anticipated to begin in the summer of 2015 with the first building permits anticipated by November of 2015. All of Filings 3A – 3D will be constructed simultaneously.

MINUTES FROM NEIGHBORHOOD MEETING

COLLIERS HILL FILING 3 FINAL PLAT

MARCH 11, 2015

Meeting was held at 6:30 pm on Wednesday, March 11th.

Meeting was held at the Richmond American Sales Office in Colliers Hill – 411 Dusk Place.

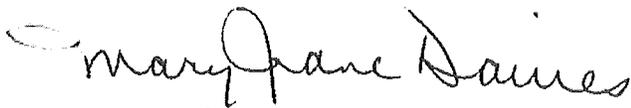
Attendees:

Jon Lee – Community Development Group

Mary Jane Davies – Community Development Group

Jessica Badalamenti – Richmond American Homes

No homeowners were in attendance.

A handwritten signature in cursive script that reads "Mary Jane Davies". The signature is written in black ink and is positioned above the printed name.

Mary Jane Davies

**TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING**

COLLIERS HILL FILING 3 FINAL PLAT



I, TRAVIS YOUNG, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10, – “UNIFIED DEVELOPMENT CODE AND DESIGN GUIDELINES,” AT LEAST 15 DAYS BEFORE THE SCHEDULED NEIGHBORHOOD MEETING, ON THE 24TH DAY OF FEBRUARY, 2015 A.D. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT PHOTO OF THE NEIGHBORHOOD MEETING NOTICE SO POSTED.

Travis Young

(SIGNATURE HERE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF FEBRUARY, 2015 BY TRAVIS YOUNG.

WITNESS MY HAND AND OFFICIAL SEAL

Mary Jane Davies

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-2018

**MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874045758
MY COMMISSION EXPIRES NOV. 22, 2018**

Community Development Group of Erie, Inc.

February 24, 2015

NOTICE OF NEIGHBORHOOD MEETING

For: COLLIERS HILL FILING 3 FINAL PLAT

Presented by: Community Development Group of Erie

**When: March 11, 2015
6:30 PM**

**Where: Richmond American Sales Office in Colliers Hill
411 Dusk Place**

A neighborhood meeting is being held to discuss the Final Plat for Filing 3 in the Colliers Hill Community. Filing 3 will complete the residential from Erie Parkway to Colliers Parkway and east to nearly the high school. The property is a +/- 68 acre site located north of Erie Parkway and west of WCR 5. The applicant, Community Development Group of Erie, is proposing residential lots in conjunction with an open space buffer to the east.

Construction is anticipated to begin the summer of 2015. With the construction of this filing, Colliers Parkway will be completed to the east to intersect with WCR 5 and Erie Parkway will be widened from the community entrance to WCR 5.

Jon Lee, representative from Community Development Group of Erie (developer) will be present to discuss the plat.

You may contact Community Development Group of Erie at 303/442-2299 with any questions.

2500 Arapahoe Avenue, Suite 220, Boulder, Colorado
80302

(303) 442-2299 ... Fax (303) 442-1241

TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT:

RESOLUTIONS:

CONSIDERATION OF RESOLUTION 15-75: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3B Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3B Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3B Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To The Approval, Acceptance Of The Dedications and the Development Agreement; And, Setting Forth Details In Relation Thereto.

CODE REVIEW:

Erie Municipal Code, Title 10

PURPOSE:

Board of Trustees to consider the approval of the Colliers Hill Filing No. 3B final plat; the acceptance of dedications on the Colliers Hill Filing No. 3B final plat; and authorization to sign the Colliers Hill Filing No. 3B Development Agreement.

DEPARTMENT:

Community Development

PRESENTER:

Todd Bjerkaas, Senior Planner

FISCAL INFORMATION:

Cost as Recommended: na
Balance Available: na
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3B final plat with the following conditions by approving Resolution 15-75:

1. The Colliers Hill Filing No. 3B final plat shall not be recorded unless the Colliers Hill Filing No. 3A final plat is recorded simultaneously.
 2. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the
-

Town's satisfaction.

**PLANNING COMMISSION
RECOMMENDATION:**

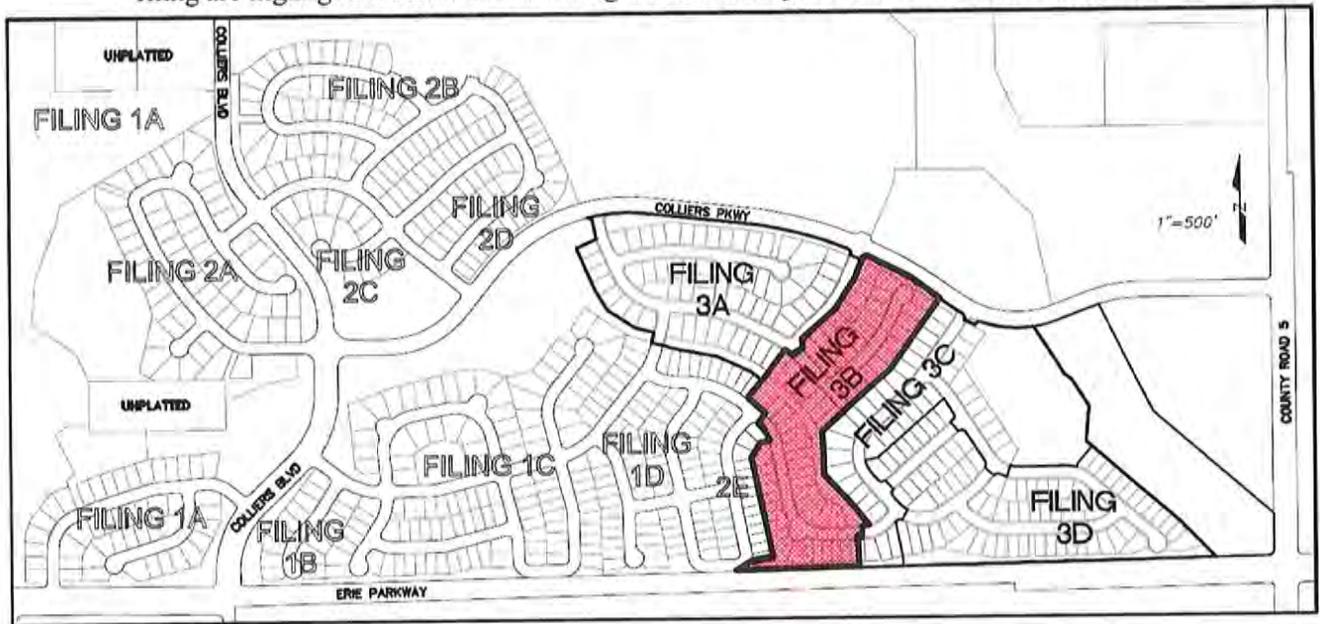
On May 20, 2015 the Planning Commission held a Public Hearing and unanimously approved Resolution P15-15, a resolution recommending that the Board of Trustees approve the Colliers Hill Filing No. 3B Final Plat with conditions.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner/ Community Development Group of Erie, Inc.

Applicant: Attn: Jon Lee
2500 Arapahoe Road, Suite 220
Boulder, CO 80302

Location: Northwest corner of Erie Parkway and Weld County Road 5. The single family lots in this filing are highlighted below in red. Filing 3B is located just east of Daybreak Filing No. 2E.



Project Process and Summary:

The Colliers Hill Filing No. 3B final plat requires Board of Trustee approval as the proposed layout is not in substantial compliance with the approved Bridgewater Preliminary Plat. Town staff has reviewed the final plat and construction drawings for Colliers Hill Filing No. 3B and have found them to be in compliance with the Town Municipal Code and the Standards and Specifications for the Design and Construction of Public Improvements.

The Resolution, provided for consideration by the Board of Trustees, approves the Colliers Hill Filing No. 3B final plat with conditions, accepts dedications on the final plat and authorizes the appropriate town official to sign the Colliers Hill Filing No. 3B Development Agreement which outlines improvement obligations of the Town and the Owner for Colliers Hill Filing No. 3B.

Project Description:

The Colliers Hill Filing No. 3B final plat consists of 71 single-family lots and 4 tracts. The final plat area is a replat of Tract C of Colliers Hill Filing No. 3A. The majority of this filing is proposed to be replatted as future filings.

Site Specific Information:

- Final Plat Size: 52.69 acres
- Number of Residential Lots: 71 single-family lots
- Minimum Residential Lot Size Permitted: 3,500 square feet

Current Land Use and Zoning:

Current Land Use: Agricultural/Vacant Land
Current Zoning: LR – Low Density Residential with PUD Overlay

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
SOUTH	MR – Medium Density Residential (Erie Highlands future filings)	Erie Parkway and Agricultural
EAST	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
WEST	LR – Low Density Residential (Daybreak Filing 2E)	Residential

APPROVAL CRITERIA

Final Plats that Differ from Approved Preliminary Plats:

If the Final Plat is found not to be in substantial compliance with the approved Preliminary Plat, the Community Development Director shall refer the application to the Planning Commission, and the Board of Trustees. The Final Plat submittal shall require review and approval in the same manner as the Preliminary Plat (i.e., hearings before the Planning Commission and the Board of Trustees).

Staff has provided the approval criteria of both Preliminary and Final Plats.

Preliminary Plat Criteria:

The Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection, Section 10.7.7.C.10, as outline below:

- a. The subdivision is generally consistent with the Town’s Comprehensive Master Plan.**

Staff comment: The application is in Compliance with the Land Use designations on the 2005 Comprehensive Plan, Land Use Plan Map. The residential density of 3 dwelling units per acre for

the single family residential proposed in the Bridgewater Preliminary Plat No. 1 falls within the Low Density Residential density range of 2 to 6 dwelling units per acre.

- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.**

Staff comment: The residential lots proposed fall within the designated land use boundaries of the LR – Low Density Residential zone district. The residential density and lot sizes meet the requirements of the land use district within the Bridgewater PUD Overlay Map – Amendment No. 2 and the underlying zoning district.

- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.**

Staff comment: The final plat is in substantial compliance with the Development and Design Standards of Chapters 5 and 6 of the Municipal Code Title 10.

- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.**

Staff comment: The design of the preliminary plat takes into account applicable use, Development and Design Standards of Chapters 3, 5, and 6 of Municipal Code Title 10.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.**

Staff comment: The final plat complies with applicable regulations, standards and requirements of Federal, State and local governments and agencies.

- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff comment: Significant impacts are not anticipated for the natural environment that cannot be substantially mitigated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.**

Staff comment: The final plat provides vehicular and pedestrian connections to adjacent Colliers Hill Filings and future filings within the proposed development.

- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.**

Staff comment: The final will not have significant adverse impacts on adjacent properties.

- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.**

Staff comment: Adequate services and facilities currently exist.

- j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

Staff comment: Adequate infrastructure capacity is available for the phasing of development for the Colliers Hill property.

Final Plat Criteria:

In addition, the Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection 7.7.D.9 of the UDC:

- a. The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;**

Staff Comment: The modifications proposed to the Colliers Hill Filing No. 3B final plat that is not in substantial compliance with the previously approved Preliminary Plat have been found to comply with the Preliminary Plat approval criteria as outlined above.

- b. Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this UDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Public Works Director prior to the Community Development Director's action on the Final Plat;**

Staff Comment: The plans and specifications for improvements as proposed comply with applicable Development and Design Standards of Title 10 of the Municipal Code; comply with the Towns Standards and Specifications for Design and Construction of Public Improvements; and with applicable county, state and federal regulations.

- c. The applicant has either installed all required improvements or has executed a Development Agreement pursuant to Section 7.18; and**

Staff Comment: The applicant will be responsible for public improvements as outlined in the Colliers Hill Filing No. 3B Development Agreement, including associated public improvement guarantees.

- d. The applicant has paid or satisfied all applicable fees and charges.**

Staff Comment: The applicant will be required to pay applicable fees as outlined in the Colliers Hill Filing No. 3B Development Agreement.

Public Notice:

Public Notice was posted as required for Board of Trustees review of the Final Plat:

Published in the Colorado Hometown Weekly:	May 20, 2015
Posted:	May 22, 2015
Letters to adjacent property owners within 300':	May 22, 2015

Staff Recommendation:

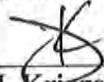
Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3B final plat with the following conditions and by approving Resolution 15-75:

1. The Colliers Hill Filing No. 3B final plat shall not be recorded unless the Colliers Hill Filing No. 3A final plat is recorded simultaneously.
2. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Staff Review:

____ Town Attorney
____ Town Clerk
VMC Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. PC Resolution P15-15
- b. Resolution 15-75
- c. Colliers Hill Filing No. 3B Final Plat
- d. Colliers Hill Filing No. 3B Development Agreement
- e. Approved Bridgewater Preliminary Plat (partial)
- f. Colliers Hill Filing No. 3B application materials

ATTACHMENT A

RESOLUTION NO. P15-15

A RESOLUTION REGARDING THE FINAL PLAT OF COLLIERS HILL FILING NO. 3B, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE FINAL PLAT.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Final Plat of Colliers Hill Filing No. 3B on Wednesday, May 20, 2015, on the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, Colorado, 80302 being the owner of the following real property; to wit:

Tract C, Colliers Hill Filing No. 3A.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF ERIE, COLORADO, as follows:

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. The Colliers Hill Filing No. 3B final plat shall not be recorded unless the Colliers Hill Filing No. 3A final plat is recorded simultaneously.
 - b. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 - c. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. Conclusions and Order Recommending Approval of the Final Plat of Colliers Hill Filing No. 3B.

1. The applicant's application and supporting documents are in substantial compliance Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

- a. The Colliers Hill Filing No. 3B final plat shall not be recorded unless the Colliers Hill Filing No. 3A final plat is recorded simultaneously.
- b. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
- c. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

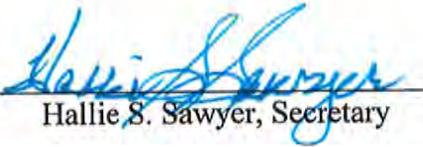
INTRODUCED, READ, SIGNED AND APPROVED this 20th day of May, 2015.

TOWN OF ERIE, PLANNING COMMISSION

By: 

J. Eric Bottenhorn, Chair

ATTEST:

By: 

Hallie S. Sawyer, Secretary

ATTACHMENT B

RESOLUTION NO. 15-75

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE COLLIERS HILL FILING NO. 3B FINAL PLAT WITH CONDITIONS; ACCEPTING DEDICATIONS AS SHOWN ON THE COLLIERS HILL FILING NO. 3B FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COLLIERS HILL FILING NO. 3B DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO APPROVING THE FINAL PLAT, ACCEPTING THE DEDICATIONS CONTAINED THEREIN AND APPROVING THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, following a public hearing noticed in accordance with the Town Code and held on June 9, 2015, considered the approval of the final plat, acceptance of the dedications contained therein and the approval of the development agreement, pursuant to the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, CO 80302 for the Colliers Hill Filing No. 3B Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3B Final Plat with conditions; and,

WHEREAS, the Board of Trustees of the Town of Erie, desires to accept the dedications contained in the final plat from Community Development Group of Erie, Inc.; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3B Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner or its assignee; and,

WHEREAS, the Board of Trustees of the Town of Erie, believes it is in the best interest of the Town and its citizens to approve the Colliers Hill Filing No. 3B Final Plat and Development Agreement as provided for herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3B Final Plat with the following conditions:

1. The Colliers Hill Filing No. 3B final plat shall not be recorded unless the Colliers Hill Filing No. 3A final plat is recorded simultaneously.
2. Prior to recordation of the final plat, the applicant shall provide the Town a

copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.

3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth on the Colliers Hill Filing No. 3B Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3B Development Agreement for the Colliers Hill Filing No. 3B Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 9th day of June 2015.

TOWN OF ERIE,
a Colorado municipal corporation

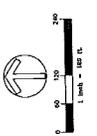
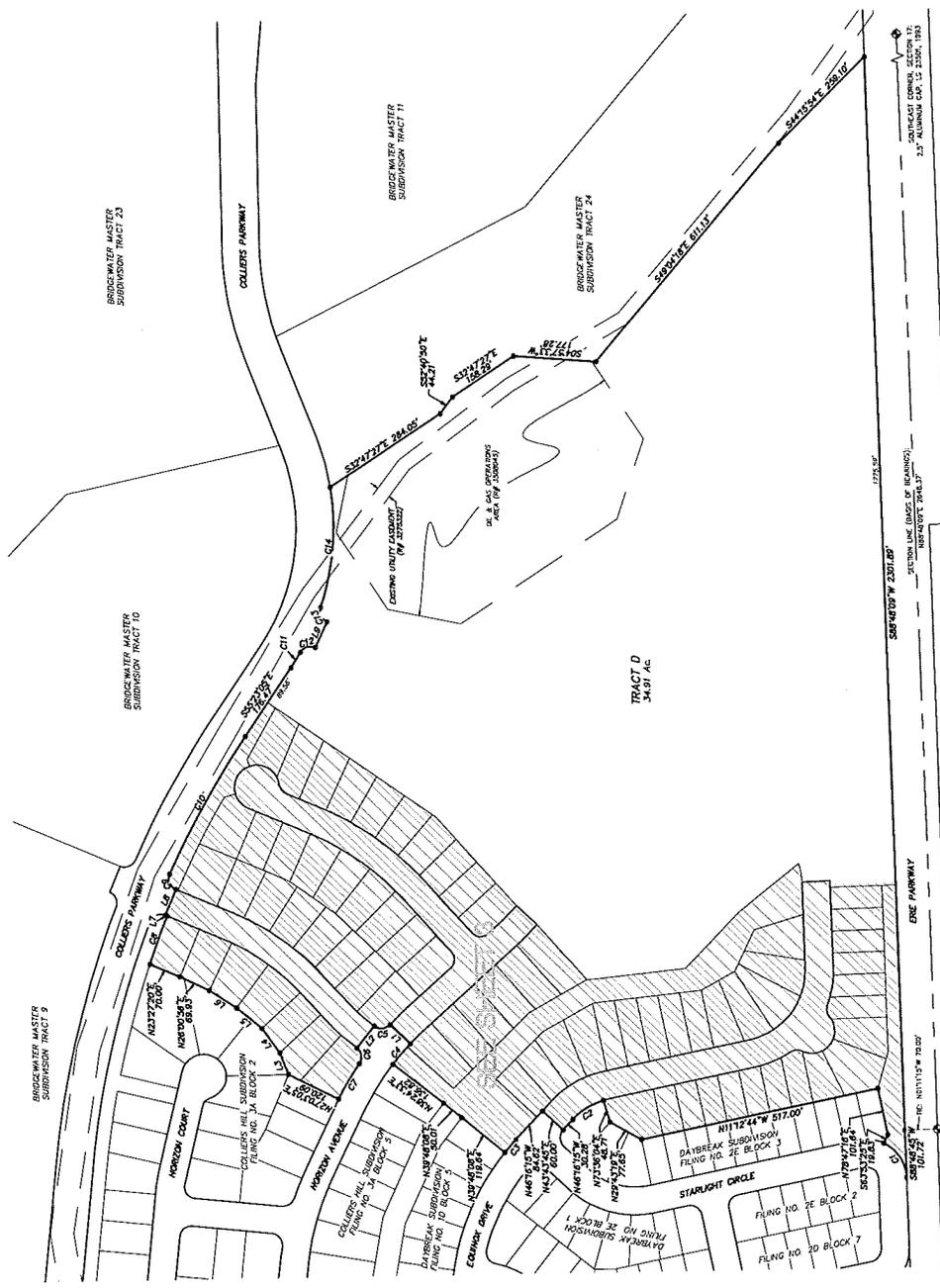
By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT C

COLLIERS HILL FILING NO. 3B
FINAL PLAT
 SHEET 2 OF 3
 FP-000065-2014



TRACT	AREA (AC)	PERCENTAGE
TRACT 9	3.431	100.00%
TRACT 10	3.431	100.00%
TRACT 23	3.431	100.00%
TRACT 24	3.431	100.00%
TRACT 25	3.431	100.00%
TRACT 26	3.431	100.00%
TRACT 27	3.431	100.00%
TRACT 28	3.431	100.00%
TRACT 29	3.431	100.00%
TRACT 30	3.431	100.00%
TRACT 31	3.431	100.00%
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TRACT 77	3.431	100.00%
TRACT 78	3.431	100.00%
TRACT 79	3.431	100.00%
TRACT 80	3.431	100.00%
TRACT 81	3.431	100.00%
TRACT 82	3.431	100.00%
TRACT 83	3.431	100.00%
TRACT 84	3.431	100.00%
TRACT 85	3.431	100.00%
TRACT 86	3.431	100.00%
TRACT 87	3.431	100.00%
TRACT 88	3.431	100.00%
TRACT 89	3.431	100.00%
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TRACT 92	3.431	100.00%
TRACT 93	3.431	100.00%
TRACT 94	3.431	100.00%
TRACT 95	3.431	100.00%
TRACT 96	3.431	100.00%
TRACT 97	3.431	100.00%
TRACT 98	3.431	100.00%
TRACT 99	3.431	100.00%
TRACT 100	3.431	100.00%

SCALE VERIFICATION:
 AS SHOWN BY THE
 DIMENSIONS OF THE
 PLAT, THE AREA OF THE
 PLAT IS CORRECT.

FOR REVIEW

HURST
 CIVIL ENGINEERING
 PLANNERS
 SURVEYORS
 2500 Broadway, Suite 8
 Boulder, CO 80504
 303.440.9105

DAYBREAK FILING NO. 3B
 FINAL PLAT
 ERIC, COLORADO

DATE	BY	REVISION
01/15/2014	ERIC	FINAL PLAT

SECTION 11,
 T4N, R10E, S10E,
 ALPINE CO., CO.

ATTACHMENT D

**COLLIERS HILL FILING NO. 3B
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation**, 2500 Arapahoe Avenue, Suite 220, Boulder, CO, 80302, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for the Colliers Hill Filing No. 3B (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in

form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that

portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are

located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Colliers Hill Homeowners Association ("HOA"), maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required

in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code (“Code”).

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns “Standards and Specifications for Design and Construction of Public Improvements” and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or maintenance district responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Construction Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in

form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon Construction Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements

and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Colliers Parkway Improvements, as outlined in the Colliers Hill Metropolitan District Development Agreement No. 2 ("District Agreement") are the

responsibility of the Colliers Hill Metropolitan District No. 1 (“District”).

2. Colliers Parkway Improvements, between Colliers Boulevard and WCR 5, shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
3. All roadways within the Development shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
4. All roadways within Colliers Hill Filing No. 3A and Colliers Hill Filing No. 3C shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
5. Vertical curb shall be constructed on the streets indicated on “Exhibit E,” all other streets shall be constructed with roll over curb.

B. Installation of Open Space, Parks, Landscaping and Trails

1. Installation of landscaping, trail and sidewalk improvements within the Colliers Parkway right-of-way, including the median, shall be the responsibility of the District as outlined in the District Agreement.
2. Installation of pocket park improvements on Tract B shall be the responsibility of the District under the District Agreement.

C. Maintenance of Parks, Trails, Open Space and Landscaping

1. Colliers Parkway right-of-way landscaping, including median landscaping, shall be maintained by the HOA.
2. Tracts A, B and C shall be maintained by the HOA.
3. The Spine Trail located within the Colliers Parkway right-of-way and Tract A shall be maintained by the Town.

D. Improvements to Private Tracts

Tract D is for future development. Owner shall be responsible for maintenance, including weed control on Tract D until the tract is further subdivided into individual lots.

E. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

F. Fencing

Fencing within the Development shall be installed in accordance with Bridgewater PUD Overlay and the Code. Fencing installed adjacent to parks and open spaces shall be limited to low (4 foot high) open (50 percent) fencing. The finished side of the fence shall face the

open space.

G. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

H. Sanitary Sewer – Coal Creek Interceptor

The Town is due cost recovery at a rate of \$ 55.00 for each Single Family Equivalent (“SFE”). The reimbursement is outlined in “Exhibit C.”

I. Water

Colliers Parkway right-of-way shall be irrigated utilizing the non-potable water under the District Agreement.

J. Drainage

1. Drainage improvements related to the Colliers Parkway Improvements, as outlined in District Agreement are the responsibility of the District.
2. Drainage improvements related to the Colliers Parkway Improvements shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

K. Building Permit Allocation

Owner and Town shall follow the Building Permit Program as outlined in the Third Amendment To The Bridgewater Annexation Agreement, as it may be amended.

L. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.
2. An Airport Disclosure statement indicating the existence of an Avigation Easement (“Exhibit H”) shall be signed by the property owner with the execution of the sales contract for the property.
3. An Undermining Disclosure statement indicating that undermining exists in the area (“Exhibit I”) shall be signed by the property owner with the execution of the sales contract for the property.
4. A Landfill Disclosure statement indicating that Landfills exist in the area (“Exhibit J”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Colliers Hill Filing No. 3B constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or

servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's

bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:	Owner:
Town of Erie	Community Development Group of
Town Administrator	Erie, Inc.
P.O. Box 750	Chuck Bellock
Erie, CO 80516-0750	2500 Arapahoe Avenue, Suite 220
	Boulder, CO 80302
Mark Shapiro	Jim Johnson
Mark R. Shapiro, PC	Otten Johnson Robinson Neff and
1650 38 th Street, Suite 103	Ragonetti
Boulder, CO 80301-2624	950 Seventeenth Street, Suite 1600
	Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including,

but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Community Development Group of Erie, Inc., is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF ERIE
A Colorado municipal corporation

Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

OWNER:
COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.
a Colorado corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Community Development Group of
Erie, Inc.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – COLLIERS HILL FILING NO. 3B FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

NOT A REPRESENTATION
 OF THE STATE OF COLORADO
 ENGINEER'S SEAL
 DATE OF SEALING

FOR REVIEW

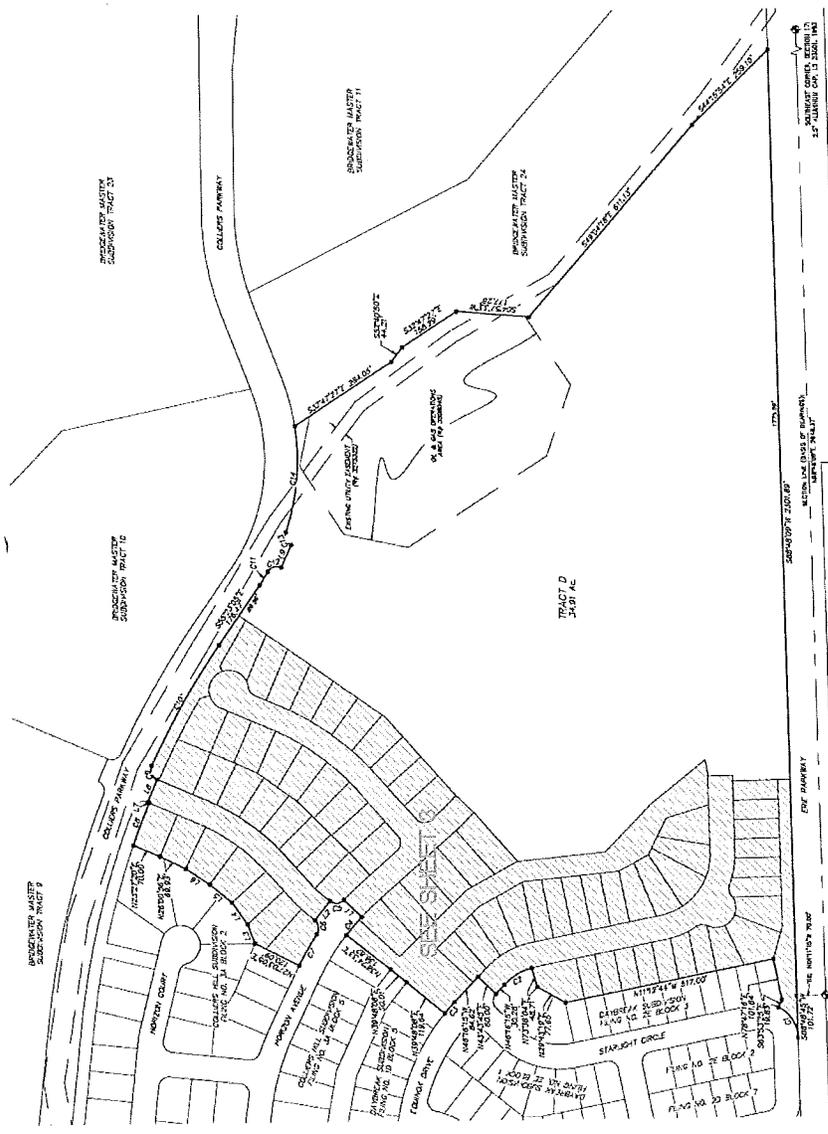
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 2000 S. W. 10TH AVE.
 SUITE 100
 DENVER, CO 80202

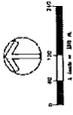
DAYBREAK FILING NO. 38
 FINAL PLAT

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COLLIERS HILL FILING NO. 3B
FINAL PLAT
 SHEET 2 OF 3
 FP-0000065-2014

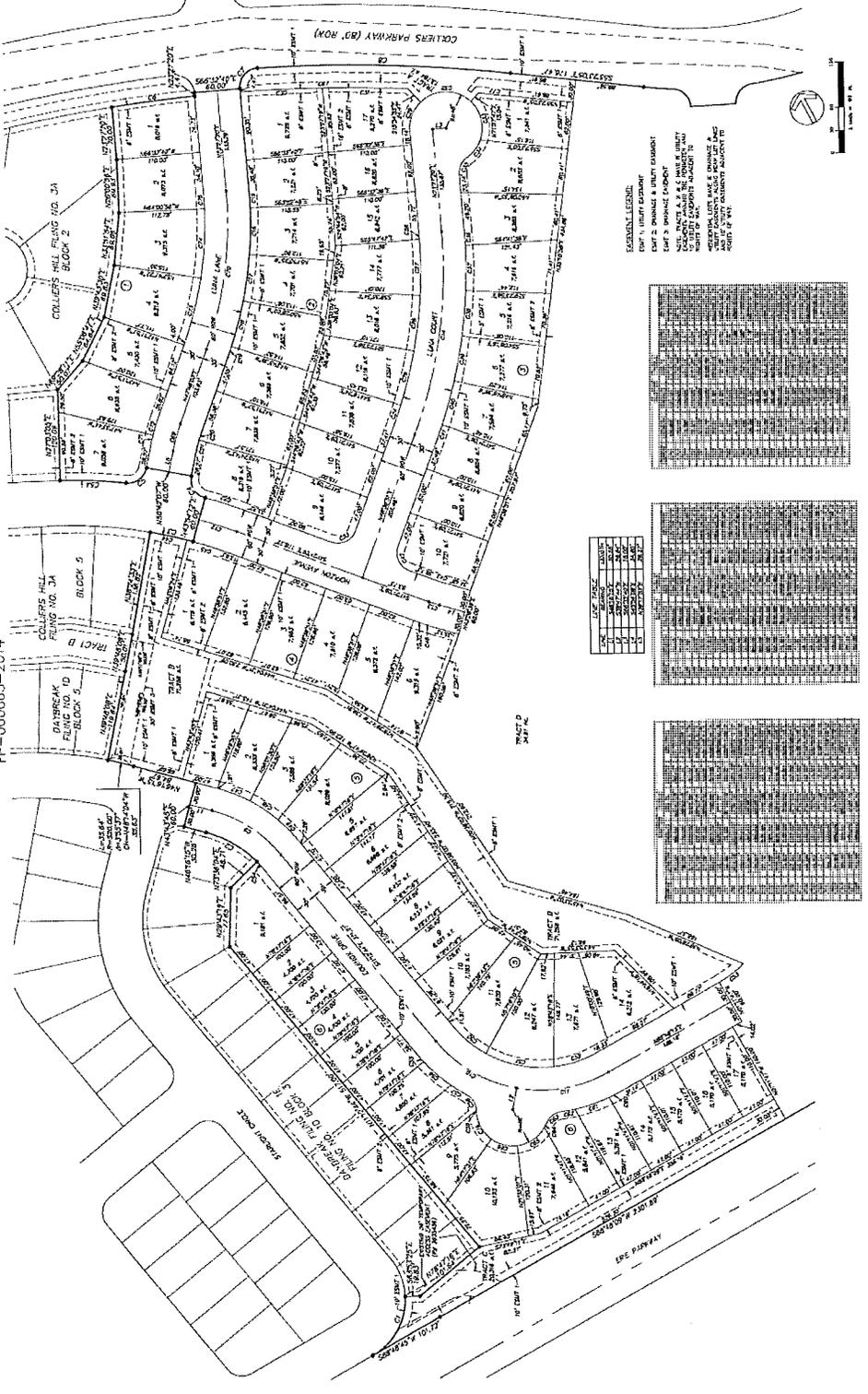


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**COLLIERS HILL FILING NO. 3B
FINAL PLAT**

SHEET 3 OF 3
FP-000065-2014



ESSENTIAL LEGEND:
 (S) 1. SURVEY EXHIBIT
 (S) 2. EASEMENT & UTILITY EXHIBIT
 (S) 3. EASEMENT EXHIBIT
 (S) 4. EASEMENT EXHIBIT
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LOT	AREA	AREA	AREA	AREA
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
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99	100.00	100.00	100.00	100.00
100	100.00	100.00	100.00	100.00



<p>NOTICE: EXAMINATION OF THIS PLAT IS REQUIRED BY THE STATE OF MISSISSIPPI. THE STATE OF MISSISSIPPI DOES NOT GUARANTEE THE ACCURACY OF THIS PLAT. THE STATE OF MISSISSIPPI DOES NOT GUARANTEE THE ACCURACY OF THIS PLAT.</p>	<p>HURST CIVIL ENGINEERING 2705 BROADWAY, SUITE 200 MEMPHIS, TN 38117 TEL: 901.525.1111 FAX: 901.525.1112</p>	<p>COLLIERS HILL FILING NO. 3B FINAL PLAT FILE NO. 000065</p>	<p>DATE: 01/15/14 DRAWN BY: J. HURST CHECKED BY: J. HURST APPROVED BY: J. HURST</p>
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EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B
COLLIERS HILL FILING 3B
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
WATER			
6" Water Line	52 L.F.	\$ 20	\$ 1,040.00
8" Water Line	2244 L.F.	25	56,100.00
12" Water Line	44 L.F.	45	1,980.00
8" 11 1/4° Bends	7 Ea.	550	3,850.00
8" 22 1/2° Bends	3 Ea.	550	1,650.00
8" x 6" Tees	5 Ea.	550	2,750.00
8" x 8" Tees	1 Ea.	600	600.00
12" x 12" Tees	1 Ea.	950	950.00
12" x 8" Reducers	2 Ea.	500	1,000.00
6" Valves	5 Ea.	1,000	5,000.00
8" Valves	8 Ea.	1,500	12,000.00
12" Valves	2 Ea.	2,800	5,600.00
Fire Hydrants	5 Ea.	3,400	17,000.00
3/4" Irrigation Tap	1 Ea.	1,200	1,200.00
Services	67 Ea.	1,200	80,400.00
		Subtotal	\$ 191,120.00
STREETS			
Mountable Curb w/Curb Drain	4619 L.F.	\$ 17	\$ 78,523.00
5' Walk	4632 L.F.	25	115,800.00
5' Trail	321 L.F.	25	8,025.00
5' Walk	4256 L.F.	25	106,400.00
Handicap Ramps	9 Ea.	1,350	12,150.00
Asphalt	8152 S.Y.	25	203,800.00
Subgrade Preparation	8152 S.Y.	2.00	16,304.00
Street Lights	6 Ea.	3,500	21,000.00
Signing & Striping	1 L.S.	5,000	5,000.00
		Subtotal	\$ 567,002.00
SEWER			
8" Sewerline w/Underdrain	2023 L.F.	\$ 30	\$ 60,690.00
Sanitary Sewer Manholes	11 Ea.	1,850	20,350.00
Services	66 Ea.	850	56,100.00
		Subtotal	\$ 137,140.00

EXHIBIT B
COLLIERS HILL FILING 3B
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015
(CONT'D)

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
STORM SEWER			
12" RCP	140 L.F.	\$ 24	\$ 3,360.00
Type 13 Inlets	1 Ea.	2,400	2,400.00
5' Type 'R' Inlets	1 Ea.	3,000	3,000.00
Erosion Control	1 L.S.	13,000	13,000.00
4' Diameter Manholes	1 Ea.	2,000	2,000.00
		Subtotal	\$ 23,760.00
		SUBTOTAL	\$ 919,022.00
		15% Contingency	\$ 137,853.30
		TOTAL	\$ 1,056,875.30

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner: None

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, Three-Thousand Nine-Hundred Five & No/100 Dollars (\$ 3,905.00) as reimbursement for 71 lots (\$ 55.00 per lot) within the Colliers Hill Filing No. 3B subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

Reimbursements due Others: None

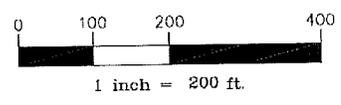
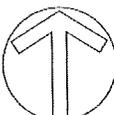
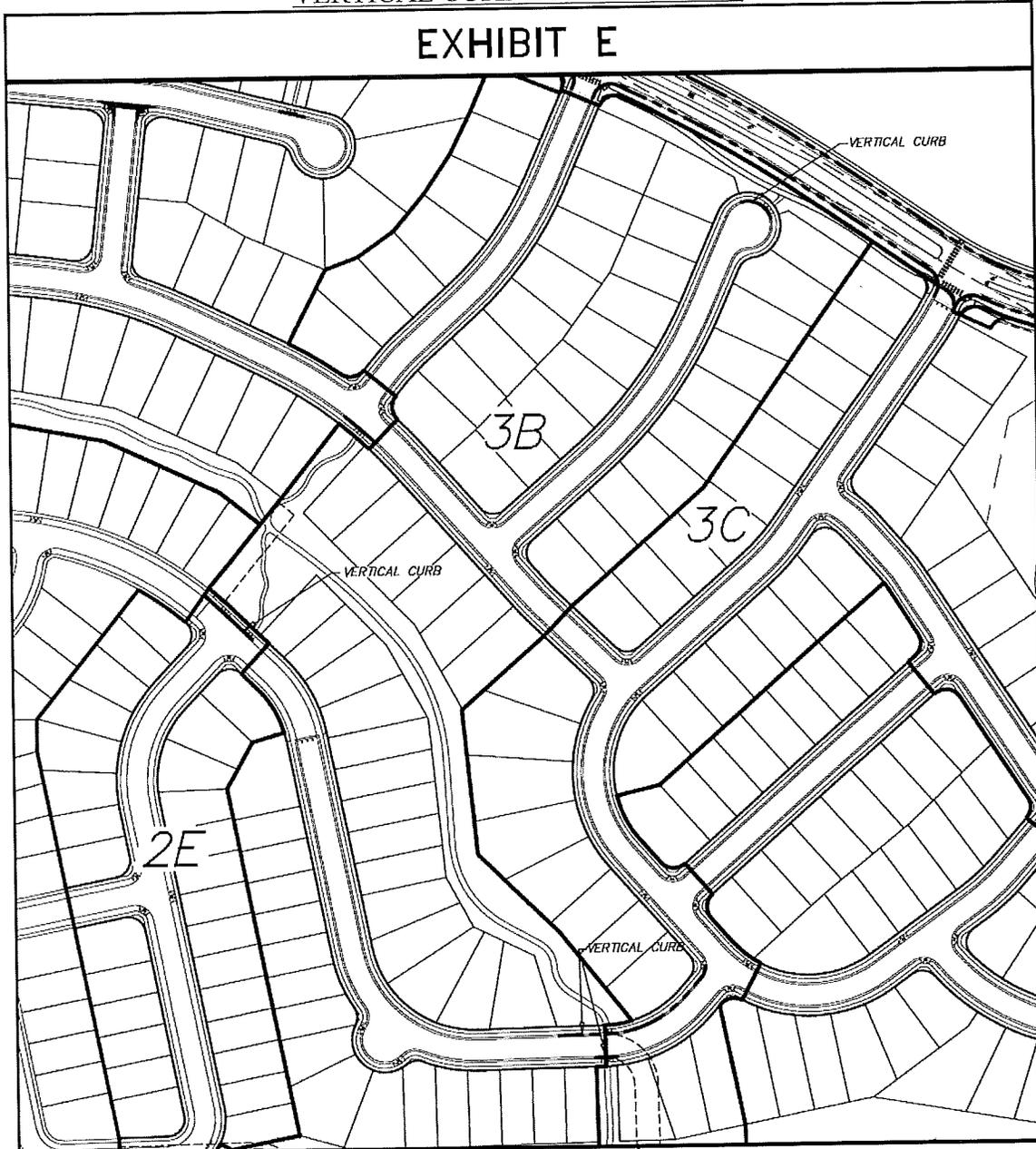
EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP



— VERTICAL CURB AREA

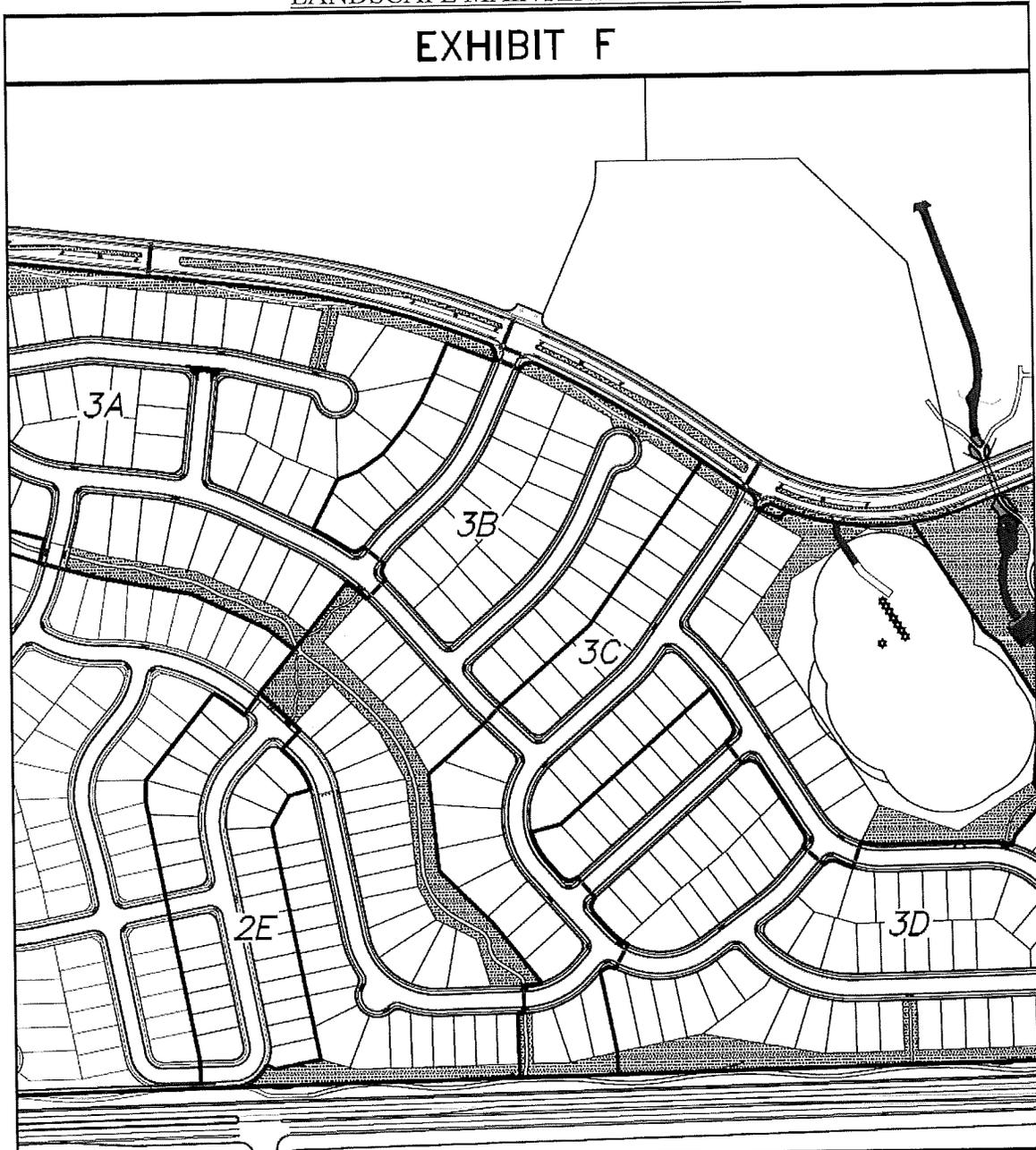
COLLIERS HILL
FILING 3B
ERIE, COLORADO

HURST CIVIL ENGINEERING PLANNING SURVEYING www.hurst-assoc.com	SCALE	HOR. 1"=200'
		VERT. N/A
	2500 Broadway, Suite B Boulder, CO 80304	DESIGN/APPR. JJ
	303.449.9105	DRAWN BY RH
	DATE 05/28/15	SHEET 1 OF 1

FILE C:\202042\EXHIBITS\FILING 3 - VERTICAL CURB EXHIBIT

EXHIBIT F

LANDSCAPE MAINTENANCE MAP



0 150 300 600
1 inch = 300 ft.

↑

 LANDSCAPE AREA
TO BE H.O.A. MAINTAINED

COLLIERS HILL
FILING 3B
ERIE, COLORADO

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
www.hurst-ssc.com

2500 Broadway, Suite 8
Boulder, CO 80304
303.449.9105

SCALE	HOR. 1"=300'
	VERT. N/A
DESIGN/APPR.	JJ
DRAWN BY	RH
DATE	05/28/15
SHEET	1 OF 1

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EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3B, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Colliers Hill subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Bridgewater Master Subdivision Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Colliers Hill Filing No. 3B. There may be ongoing oil and gas operation and production of oil and gas within Colliers Hill Filing No. 3B, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Colliers Hill Filing No. 3B. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Colliers Hill Filing No. 3B, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Colliers Hill Filing No. 3B. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Colliers Hill Filing No. 3B and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Colliers Hill Filing No. 3B will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Colliers Hill Filing No. 3B to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Colliers Hill Filing No. 3B.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in Colliers Hill Filing No. 3B, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3B, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie’s approval of the subdivision plat of Colliers Hill, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mines, including but not limited to the Boulder Valley Mine (new), the Boulder Valley Mine (old), the Northwest Mine, the Clayton Mine and an Unknown Mine (collectively “Mines”). These Mines are several of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Colliers Hill, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by Western Environmental and Ecology, dated September 5, 1999. A copy of this report and an updated report prepared by CTL Thompson, Inc., dated October 14, 2010, (collectively “reports”) have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Reports. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot’s location above the Mines, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20____.

EXHIBIT J

LANDFILL DISCLOSURE

The undersigned, being the purchasers identified in that certain _____
_____ (“Purchase Contract”) dated _____, 20____, between
_____, a _____, as seller, and the
undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3B, Town
of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows,
which acknowledgments and agreements are given in consideration of and as a condition to Seller’s
agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close
proximity to the Front Range Landfill, the landfill gas to energy facility located on the Front Range
Landfill, and the Denver Regional Landfill. Purchaser acknowledges that the Town of Erie and the
Seller will have no responsibility of liability for any claims or causes of action, either in law or in
equity, resulting from any noise or damage to person or property occurring from landfill activities.

IN WITNESS WHEREOF, the undersigned has/have executed this Landfill Disclosure this
____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ATTACHMENT E

ATTACHMENT F

TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: <u>Colliers Hill F-3B</u>	DATE SUBMITTED: <u>10/31/14</u>	FEES PAID: <u>3280-</u>
FILE NO: <u>FP-14-00042</u>		

PROJECT/BUSINESS NAME: Colliers Hill

PROJECT ADDRESS: WCR 5 and Erie Parkway

PROJECT DESCRIPTION: Filing 3 B

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*

Subdivision Name: Colliers Hill

Filing #: 3B Lot #: _____ Block #: _____ Section: 17 Township: 1 North Range: 68 West

<p>OWNER <i>(attach separate sheets if multiple)</i></p> <p>Name/Company: <u>Community Development Group of Erie, Ir</u></p> <p>Contact Person: <u>Chuck Bellock</u></p> <p>Address: <u>2500 Arapahoe Ave, Suite 220</u></p> <p>City/State/Zip: <u>Boulder, CO 80302</u></p> <p>Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u></p> <p>E-mail: _____</p>	<p>AUTHORIZED REPRESENTATIVE</p> <p>Company/Firm: <u>Community Development Group of Erie, Ir</u></p> <p>Contact Person: <u>Jon Lee</u></p> <p>Address: <u>2500 Arapahoe Ave, Suite 220</u></p> <p>City/State/Zip: <u>Boulder, CO 80302</u></p> <p>Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u></p> <p>E-mail: <u>jonrlee@cdgcolorado.com</u></p>
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<p>MINERAL RIGHTS OWNER <i>(attach separate sheets if multiple)</i></p> <p>Name/Company: <u>Anadarko E&P Company, LP</u></p> <p>Address: <u>P. O. Box 1330</u></p> <p>City/State/Zip: <u>Houston, Texas 77251-1330</u></p>	<p>MINERAL LEASE HOLDER <i>(attach separate sheets if multiple)</i></p> <p>Name/Company: <u>See SUAs</u></p> <p>Address: <u>See SUAs</u></p> <p>City/State/Zip: <u>See SUAs</u></p>
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<p>LAND-USE & SUMMARY INFORMATION</p> <p>Present Zoning: <u>PD</u></p> <p>Proposed Zoning: <u>PD</u></p> <p>Gross Acreage: <u>50.60</u></p>	<p>Gross Site Density (du/ac): <u>NA</u></p> <p># Lots/Units Proposed: <u>64 lots and 4 tracts</u></p> <p>Gross Floor Area: <u>N/A</u></p>
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<p>SERVICE PROVIDERS</p> <p>Electric: <u>United Power</u></p> <p>Metro District: <u>Colliers Hill Metropolitan District 1</u></p> <p>Water <i>(if other than Town)</i>: <u>Town</u></p>	<p>Gas: <u>Source Gas</u></p> <p>Fire District: <u>Mountain View</u></p> <p>Sewer <i>(if other than Town)</i>: <u>Town</u></p>
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PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input checked="" type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
<p><i>All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.</i></p>			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature] Date: 10-30-14

Owner: Community Development Group of Erie Date: _____

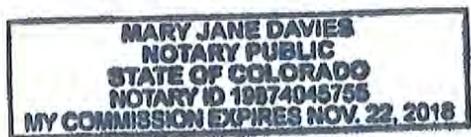
Applicant: [Signature] Inc Date: 10-30-14

Jon Lee, Community Development Group of
 STATE OF COLORADO)
 Erie, Inc
 County of Boulder) ss.

The foregoing instrument was acknowledged before
 me this 30 day of October, 2014,
 by Charles Bellock.

My commission expires: 11-22-18
 Witness my hand and official seal.

[Signature]
 Notary Public



Colliers Hill Third Filing Final Plats Narrative

General project concept and purpose of the request.

Colliers Hill (Bridgewater) was annexed and zoned by the Town in 2007. The project as proposed is poised to provide:

- Distinct neighborhoods centered on fingers of open space with miles of trails linking these neighborhoods to Old Town and Erie High School.
- A wide variety of quality housing for a diverse market segment of buyers, providing the necessary housing for Erie's long term primary employment goals and for the Town's current desires to accommodate retail services within the Town's core.
- Additionally, current and future residents of Erie who reside at Colliers Hill are the critical economic component for the long term services which Erie has committed to providing with their Recreation/Senior Center and Library.

The total land area within the Community.

965.83 acres

The total area of Filings 3A, 3B, 3C, 3D

68.44 acres

The total number of lots within in Filing 3A, 3B, 3C, 3D.

3A – 54

3B – 71

3C – 46

3D – 78

Total - 249 lots

Density – 3.64 per acre

The total land area to be preserved as Open Space and Landscaped Areas.

Approximately 12.6 acres of public and private Open Space and Landscaped Areas

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services, including schools, fire protection, water/sewer service, and utility providers.

- Water and Sewer: Adequate infrastructure is available for the Third Final Plats; future service for the remaining phases needed as described in the Daybreak Annexation Agreement
- Schools: The existing SVVSD Elementary, Middle and High School will serve this phase of development.
- Utility Providers: Adequate existing Town of Erie water and sewer; United Power electric; Source Gas; and Comcast cable and telephone.
- Fire Protection: Served by Mountain View Fire Protection from the station at the southwest corner of Bonanza Drive (WCR 3) and WCR 8.

A brief description regarding the location, function, and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings; and location.

- An Open Space area is located in the eastern portion of the Third Filing and will be landscaped with trees and native grasses.
- A Pocket Park is located in Filing 3B at Tract B
- The Private Amenity Facility, located north of Colliers Parkway, is under construction at this time.
- The function of each of these areas is outlined in the Annexation Agreement.

Ownership/Maintenance of public and private open space.

The Town will own and maintain all Open Space, meeting Town requirements. The Pocket Parks and the Private Amenity Facility will be owned and maintained by either the HOA or the Metro District.

Timing and Phasing.

If approved, construction is anticipated to begin in the summer of 2015 with the first building permits anticipated by November of 2015. All of Filings 3A – 3D will be constructed simultaneously.

MINUTES FROM NEIGHBORHOOD MEETING

COLLIERS HILL FILING 3 FINAL PLAT

MARCH 11, 2015

Meeting was held at 6:30 pm on Wednesday, March 11th.

Meeting was held at the Richmond American Sales Office in Colliers Hill – 411 Dusk Place.

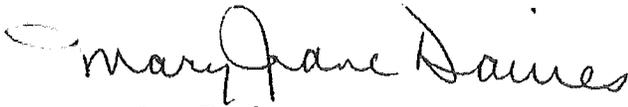
Attendees:

Jon Lee – Community Development Group

Mary Jane Davies – Community Development Group

Jessica Badalamenti – Richmond American Homes

No homeowners were in attendance.

A handwritten signature in cursive script that reads "Mary Jane Davies". The signature is written in black ink and is positioned above the printed name.

Mary Jane Davies

**TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING**

COLLIERS HILL FILING 3 FINAL PLAT



I, TRAVIS YOUNG, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10, – “UNIFIED DEVELOPMENT CODE AND DESIGN GUIDELINES,” AT LEAST 15 DAYS BEFORE THE SCHEDULED NEIGHBORHOOD MEETING, ON THE 24TH DAY OF FEBRUARY, 2015 A.D. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT PHOTO OF THE NEIGHBORHOOD MEETING NOTICE SO POSTED.

Travis Young
(SIGNATURE HERE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF FEBRUARY, 2015 BY TRAVIS YOUNG.

WITNESS MY HAND AND OFFICIAL SEAL

Mary Jane Davies
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-2018

**MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874045758
MY COMMISSION EXPIRES NOV. 22, 2018**

Community Development Group of Erie, Inc.

February 24, 2015

NOTICE OF NEIGHBORHOOD MEETING

For: COLLIERS HILL FILING 3 FINAL PLAT

Presented by: Community Development Group of Erie

**When: March 11, 2015
6:30 PM**

**Where: Richmond American Sales Office in Colliers Hill
411 Dusk Place**

A neighborhood meeting is being held to discuss the Final Plat for Filing 3 in the Colliers Hill Community. Filing 3 will complete the residential from Erie Parkway to Colliers Parkway and east to nearly the high school. The property is a +/- 68 acre site located north of Erie Parkway and west of WCR 5. The applicant, Community Development Group of Erie, is proposing residential lots in conjunction with an open space buffer to the east.

Construction is anticipated to begin the summer of 2015. With the construction of this filing, Colliers Parkway will be completed to the east to intersect with WCR 5 and Erie Parkway will be widened from the community entrance to WCR 5.

Jon Lee, representative from Community Development Group of Erie (developer) will be present to discuss the plat.

You may contact Community Development Group of Erie at 303/442-2299 with any questions.

2500 Arapahoe Avenue, Suite 220, Boulder, Colorado
80302

(303) 442-2299 ... Fax (303) 442-1241

TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM

Board Meeting Date: June 9, 2015

SUBJECT:

RESOLUTIONS:

CONSIDERATION OF RESOLUTION 15-76: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Colliers Hill Filing No. 3C Final Plat With Conditions; Accepting Dedications As Shown On The Colliers Hill Filing No. 3C Final Plat; Authorizing The Appropriate Town Official To Sign The Colliers Hill Filing No. 3C Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To The Approval, Acceptance Of The Dedications and the Development Agreement; And, Setting Forth Details In Relation Thereto.

CODE REVIEW:

Erie Municipal Code, Title 10

PURPOSE:

Board of Trustees to consider the approval of the Colliers Hill Filing No. 3C final plat; the acceptance of dedications on the Colliers Hill Filing No. 3C final plat; and authorization to sign the Colliers Hill Filing No. 3C Development Agreement.

DEPARTMENT:

Community Development

PRESENTER:

Todd Bjerkaas, Senior Planner

FISCAL

Cost as Recommended: na

INFORMATION:

Balance Available: na

Budget Line Item 000 . 00 . 000 . 000000 . 000000
Number:

New Appropriation Yes No
Required:

STAFF

RECOMMENDATION:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3C final plat with the following conditions by approving Resolution 15-76:

1. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing Colliers Parkway right-of-way within the extents of the Filing No. 3C final plat have been vacated.
 2. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing above-ground oil and gas equipment within 150' of lots is relocated to a distance of at least 150' away from lots in Filing 3C and documented on the plat.
 3. The Colliers Hill Filing No. 3C final plat shall not be recorded unless the Colliers Hill Filing No. 3B final plat is recorded
-

simultaneously.

4. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
5. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

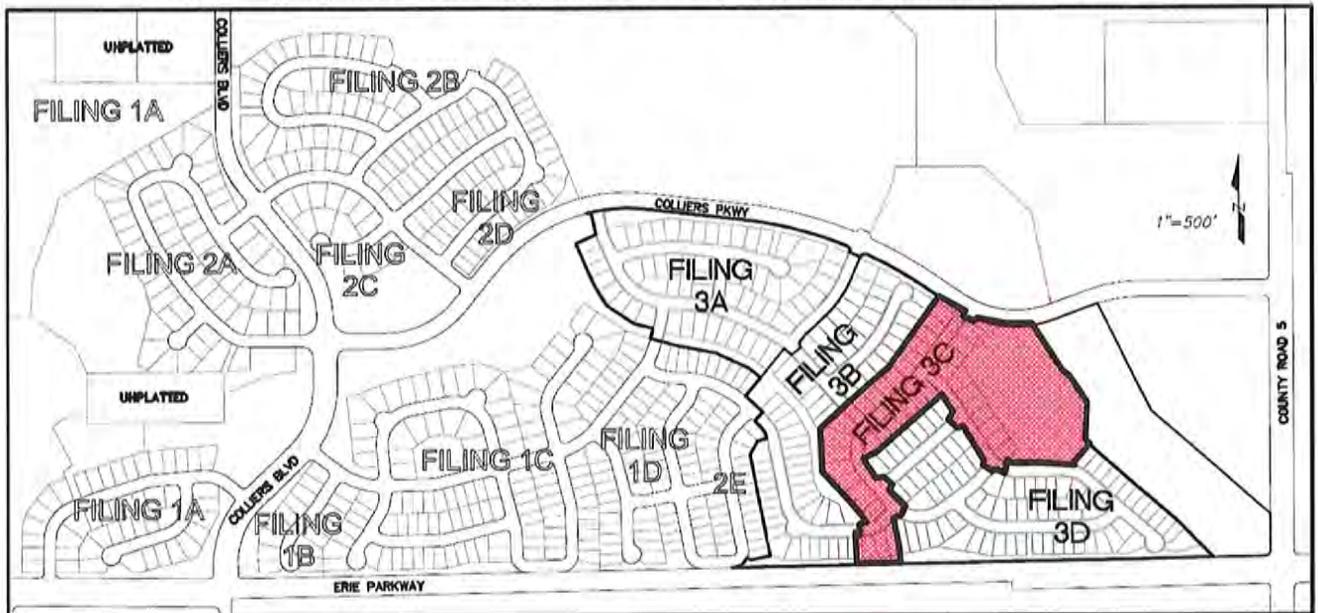
**PLANNING COMMISSION
RECOMMENDATION:**

On May 20, 2015 the Planning Commission held a Public Hearing and unanimously approved Resolution P15-16, a resolution recommending that the Board of Trustees approve the Colliers Hill Filing No. 3C Final Plat with conditions.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner/ Applicant: Community Development Group of Erie, Inc.
Attn: Jon Lee
2500 Arapahoe Road, Suite 220
Boulder, CO 80302

Location: Northwest corner of Erie Parkway and Weld County Road 5. The single family lots in this filing are highlighted below in red. Filing 3C is located just east of Colliers Hill Filing 3B.



Project Process and Summary:

The Colliers Hill Filing No. 3C final plat requires Board of Trustee approval as the proposed layout is not in substantial compliance with the approved Bridgewater Preliminary Plat. Town staff has reviewed the final plat and construction drawings for Colliers Hill Filing No. 3C and have found them to be in compliance with the Town Municipal Code and the Standards and Specifications for the Design and Construction of Public Improvements.

The Resolution, provided for consideration by the Board of Trustees, approves the Colliers Hill Filing No. 3C final plat with conditions, accepts dedications on the final plat and authorizes the appropriate town official to sign the Colliers Hill Filing No. 3C Development Agreement which outlines improvement obligations of the Town and the Owner for Colliers Hill Filing No. 3C.

Project Description:

The Colliers Hill Filing No. 3C final plat consists of 39 single-family lots and 4 tracts. The final plat area is a replat of Tract D of Daybreak Filing No. 3B. The majority of this filing is proposed to be replatted as future filings.

Site Specific Information:

- Final Plat Size: 34.94 acres
- Number of Residential Lots: 39 single-family lots
- Minimum Residential Lot Size Permitted: 3,500 square feet

Current Land Use and Zoning:

Current Land Use: Agricultural/Vacant Land
 Current Zoning: LR – Low Density Residential with PUD Overlay

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
SOUTH	MR – Medium Density Residential (Erie Highlands future filings)	Erie Parkway and Agricultural
EAST	LR – Low Density Residential (Colliers Hill future filings)	Agricultural
WEST	LR – Low Density Residential (Colliers Hill Filing 3B)	Residential

APPROVAL CRITERIA

Final Plats that Differ from Approved Preliminary Plats:

If the Final Plat is found not to be in substantial compliance with the approved Preliminary Plat, the Community Development Director shall refer the application to the Planning Commission, and the Board of Trustees. The Final Plat submittal shall require review and approval in the same manner as the Preliminary Plat (i.e., hearings before the Planning Commission and the Board of Trustees).

Staff has provided the approval criteria of both Preliminary and Final Plats.

Preliminary Plat Criteria:

The Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection, Section 10.7.7.C.10, as outline below:

- a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.**

Staff comment: The application is in Compliance with the Land Use designations on the 2005 Comprehensive Plan, Land Use Plan Map. The residential density of 3 dwelling units per acre for the single family residential proposed in the Bridgewater Preliminary Plat No. 1 falls within the Low Density Residential density range of 2 to 6 dwelling units per acre.

- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.**

Staff comment: The residential lots proposed fall within the designated land use boundaries of the LR – Low Density Residential zone district. The residential density and lot sizes meet the requirements of the land use district within the Bridgewater PUD Overlay Map – Amendment No. 2 and the underlying zoning district.

- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.**

Staff comment: The final plat is in substantial compliance with the Development and Design Standards of Chapters 5 and 6 of the Municipal Code Title 10.

- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.**

Staff comment: The design of the preliminary plat takes into account applicable use, Development and Design Standards of Chapters 3, 5, and 6 of Municipal Code Title 10.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.**

Staff comment: The final plat complies with applicable regulations, standards and requirements of Federal, State and local governments and agencies.

- f. **The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff comment: Significant impacts are not anticipated for the natural environment that cannot be substantially mitigated.

- g. **The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.**

Staff comment: The final plat provides vehicular and pedestrian connections to adjacent Colliers Hill Filings and future filings within the proposed development.

- h. **The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.**

Staff comment: The final will not have significant adverse impacts on adjacent properties.

- i. **Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.**

Staff comment: Adequate services and facilities currently exist.

- j. **As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

Staff comment: Adequate infrastructure capacity is available for the phasing of development for the Colliers Hill property.

Final Plat Criteria:

In addition, the Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection 7.7.D.9 of the UDC:

- a. **The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;**

Staff Comment: The modifications proposed to the Colliers Hill Filing No. 3C final plat that is not in substantial compliance with the previously approved Preliminary Plat have been found to comply with the Preliminary Plat approval criteria as outlined above.

- b. **Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this UDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Public Works Director prior to the Community Development Director's action on the Final Plat;**

Staff Comment: The plans and specifications for improvements as proposed comply with applicable Development and Design Standards of Title 10 of the Municipal Code; comply with the Towns Standards and Specifications for Design and Construction of Public Improvements; and with applicable county, state and federal regulations.

- c. **The applicant has either installed all required improvements or has executed a Development Agreement pursuant to Section 7.18; and**

Staff Comment: The applicant will be responsible for public improvements as outlined in the Colliers Hill Filing No. 3C Development Agreement, including associated public improvement guarantees.

d. The applicant has paid or satisfied all applicable fees and charges.

Staff Comment: The applicant will be required to pay applicable fees as outlined in the Colliers Hill Filing No. 3C Development Agreement.

Public Notice:

Public Notice was posted as required for Board of Trustees review of the Final Plat:

Published in the Colorado Hometown Weekly:	May 20, 2015
Posted:	May 22, 2015
Letters to adjacent property owners within 300':	May 22, 2015

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3C final plat with the following conditions and by approving Resolution 15-76:

1. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing Colliers Parkway right-of-way within the extents of the Filing No. 3C final plat have been vacated.
2. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing above-ground oil and gas equipment within 150' of lots is relocated to a distance of at least 150' away from lots in Filing 3C and documented on the plat.
3. The Colliers Hill Filing No. 3C final plat shall not be recorded unless the Colliers Hill Filing No. 3B final plat is recorded simultaneously.
4. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
5. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Staff Review:

Town Attorney
 Town Clerk
 Community Development Director
 Finance Director
 Police Chief
 Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. PC Resolution P15-16
- b. Resolution 15-76
- c. Colliers Hill Filing No. 3C Final Plat
- d. Colliers Hill Filing No. 3C Development Agreement
- e. Approved Bridgewater Preliminary Plat (partial)
- f. Colliers Hill Filing No. 3C application materials

ATTACHMENT A

RESOLUTION NO. P15-16

A RESOLUTION REGARDING THE FINAL PLAT OF COLLIERS HILL FILING NO. 3C, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE FINAL PLAT.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Final Plat of Colliers Hill Filing No. 3C on Wednesday, May 20, 2015, on the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, Colorado, 80302 being the owner of the following real property; to wit:

Tract D, Colliers Hill Filing No. 3B.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF ERIE, COLORADO, as follows:

Section 1. Findings of Fact.

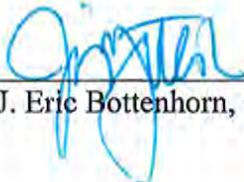
1. The applicant's application and supporting documents are in substantial compliance with Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing Colliers Parkway right-of-way within the extents of the Filing No. 3C final plat have been vacated.
 - b. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing above-ground oil and gas equipment within 150' of lots is relocated to a distance of at least 150' away from lots in Filing 3C and documented on the plat.
 - c. The Colliers Hill Filing No. 3C final plat shall not be recorded unless the Colliers Hill Filing No. 3B final plat is recorded simultaneously.
 - d. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 - e. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. Conclusions and Order Recommending Approval of the Final Plat of Colliers Hill Filing No. 3C.

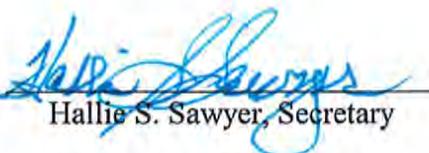
1. The applicant's application and supporting documents are in substantial compliance Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing Colliers Parkway right-of-way within the extents of the Filing No. 3C final plat have been vacated.
 - b. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing above-ground oil and gas equipment within 150' of lots is relocated to a distance of at least 150' away from lots in Filing 3C and documented on the plat
 - c. The Colliers Hill Filing No. 3C final plat shall not be recorded unless the Colliers Hill Filing No. 3B final plat is recorded simultaneously.
 - d. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 - e. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

INTRODUCED, READ, SIGNED AND APPROVED this 20th day of May, 2015.

TOWN OF ERIE, PLANNING COMMISSION

By: 
J. Eric Bottenhorn, Chair

ATTEST:

By: 
Hallie S. Sawyer, Secretary

ATTACHMENT B

RESOLUTION NO. 15-76

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE COLLIERS HILL FILING NO. 3C FINAL PLAT WITH CONDITIONS; ACCEPTING DEDICATIONS AS SHOWN ON THE COLLIERS HILL FILING NO. 3C FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COLLIERS HILL FILING NO. 3C DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO APPROVING THE FINAL PLAT, ACCEPTING THE DEDICATIONS CONTAINED THEREIN AND APPROVING THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, following a public hearing noticed in accordance with the Town Code and held on June 9, 2015, considered the approval of the final plat, acceptance of the dedications contained therein and the approval of the development agreement, pursuant to the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, CO 80302 for the Colliers Hill Filing No. 3C Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3C Final Plat with conditions; and,

WHEREAS, the Board of Trustees of the Town of Erie, desires to accept the dedications contained in the final plat from Community Development Group of Erie, Inc.; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3C Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner or its assignee; and,

WHEREAS, the Board of Trustees of the Town of Erie, believes it is in the best interest of the Town and its citizens to approve the Colliers Hill Filing No. 3C Final Plat and Development Agreement as provided for herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3C Final Plat with the following conditions:

1. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing Colliers Parkway right-of-way within the extents of the Filing No. 3C final plat have been vacated.

2. The Colliers Hill Filing No. 3C final plat shall not be recorded until such time that the existing above-ground oil and gas equipment within 150' of lots is relocated to a distance of at least 150' away from lots in Filing 3C and documented on the plat.
3. The Colliers Hill Filing No. 3C final plat shall not be recorded unless the Colliers Hill Filing No. 3B final plat is recorded simultaneously.
4. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
5. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth on the Colliers Hill Filing No. 3C Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3C Development Agreement for the Colliers Hill Filing No. 3C Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 9th day of June 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT C

COLLIERS HILL FILING NO. 3C FINAL PLAT

SHEET 2 OF 3
FP-000066-2014

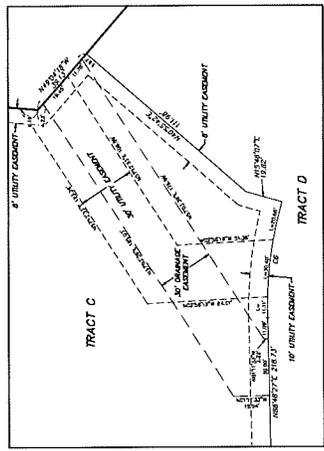
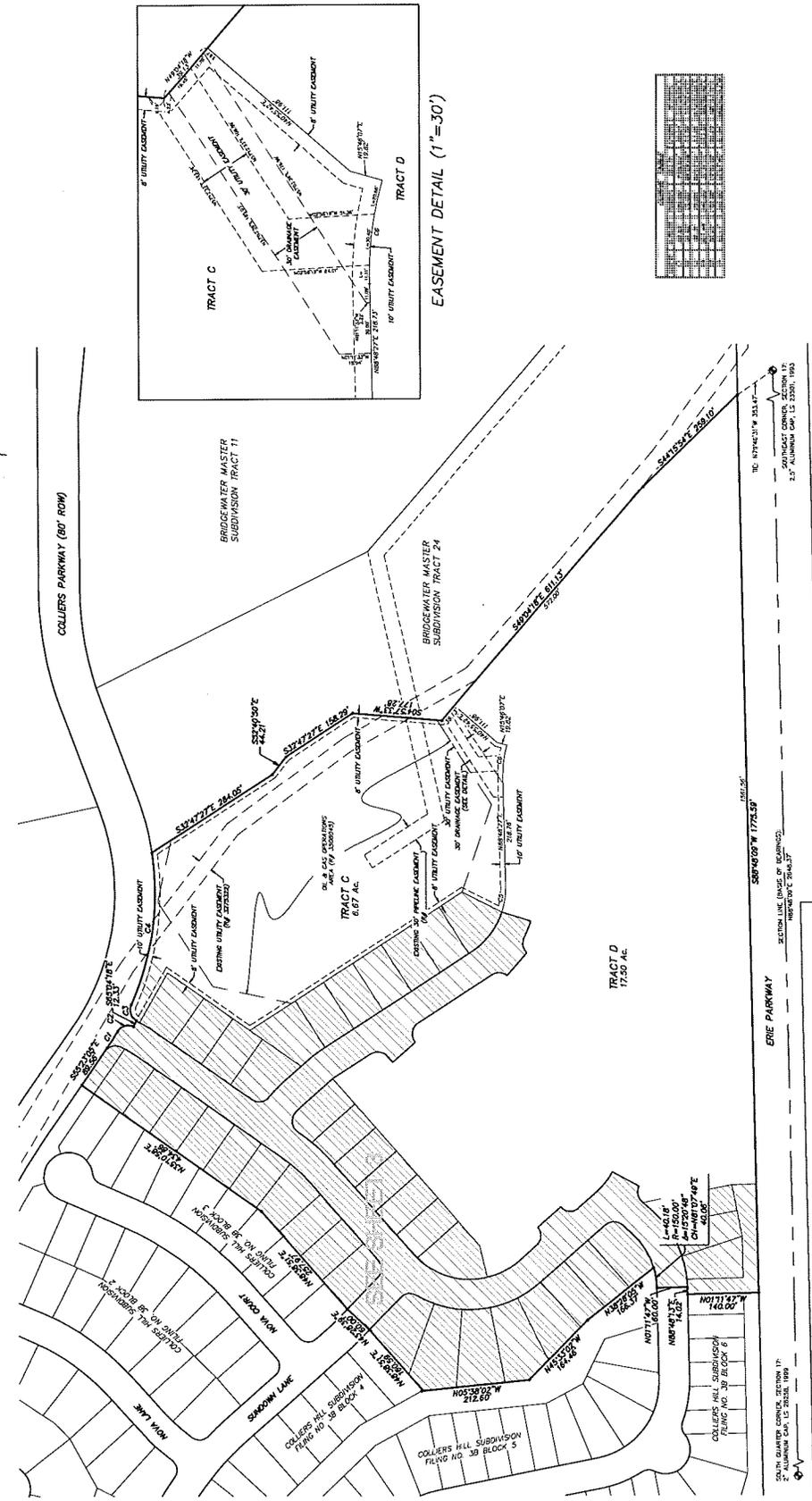
SCALE VERIFICATION
DATE: 05/15/14
BY: [Signature]
PROJECT: COLLIERS HILL FILING NO. 3C

PLANNING
2500 ROCKY MOUNTAIN BLVD
DENVER, CO 80202
303.443.3115

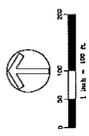
HURST
CIVIL ENGINEERING
PLANNING
1000 W. 10TH AVE.
DENVER, CO 80202
303.733.1100

DAYBREAK FILING NO. 3C
FINAL PLAT
ERIE, COLORADO

DATE: 05/15/14
PROJECT: COLLIERS HILL FILING NO. 3C
SHEET: 2 OF 3



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAT	05/15/14
2	FINAL PLAT	05/15/14



SECTION LINE (BASED ON RECORDING)
RESPONSE TO SURVEY
20' ALUMINUM CAP, 1.5" ZINC, 1990
2.5" ALUMINUM CAP, 1.5" ZINC, 1990

COLLIERS HILL FILING NO. 3C
FINAL PLAT
 SHEET 3 OF 3
 FP-000066-2014

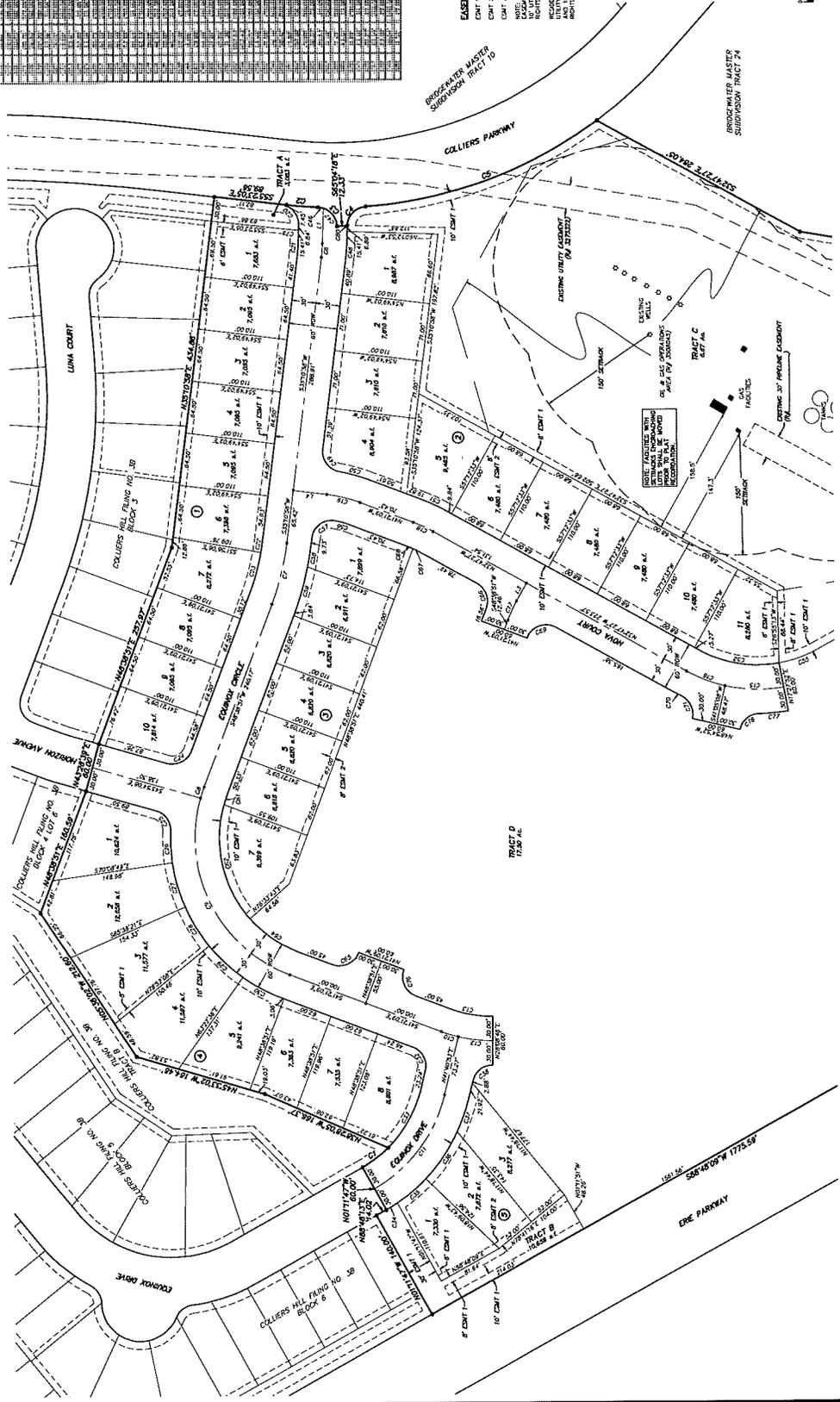
SCALE VERIFICATION THIS PLAN WAS PREPARED BY THE ENGINEER AND THE SURVEYOR AND THE ENGINEER HAS REVIEWED THE SURVEY AND THE PLAT AND HAS FOUND THEM TO BE CORRECT. DATE: 11/14/14 PROJECT: COLLIERS HILL FILING NO. 3C	HURST CIVIL ENGINEERING PLANNING SUPERVISING 1014 EAST 19TH AVENUE DENVER, CO 80202	HURST ASSOCIATES, INC. 2525 BROADWAY, SUITE 200 DENVER, CO 80202 303.443.9165	COLLIERS HILL FILING NO. 3C FINAL PLAT ERIE, COLORADO	SHEET NO. 3 OF 3 DATE: 11/14/14 PROJECT: COLLIERS HILL FILING NO. 3C
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FOR REVIEW

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ATTACHMENT D

**COLLIERS HILL FILING NO. 3C
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation**, 2500 Arapahoe Avenue, Suite 220, Boulder, CO, 80302, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for the Colliers Hill Filing No. 3C (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in

form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that

portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are

located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie “Grading and Stormwater Quality Permit” per Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Colliers Hill Homeowners Association (“HOA”), maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required

in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code (“Code”).

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns “Standards and Specifications for Design and Construction of Public Improvements” and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or maintenance district responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in

form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon Construction Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements

and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

- A. **Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner**

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Colliers Parkway Improvements, as outlined in the Colliers Hill Metropolitan District Development Agreement No. 2 ("District Agreement") are the

responsibility of the Colliers Hill Metropolitan District No. 1 (“District”).

2. Colliers Parkway Improvements, between Colliers Boulevard and WCR 5, shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
3. All roadways within the Development shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
4. All roadways within Colliers Hill Filing No. 3A and Colliers Hill Filing No. 3B shall have initial Construction Acceptance prior to the issuance of building permits within the Development
5. Vertical curb shall be constructed on the streets indicated on “Exhibit E,” all other streets shall be constructed with roll over curb.

B. Installation of Open Space, Parks, Landscaping and Trails

Installation of landscaping, trail and sidewalk improvements within the Colliers Parkway right-of-way, including the median, shall be the responsibility of the District as outlined in the District Agreement.

C. Maintenance of Parks, Trails, Open Space and Landscaping

1. Colliers Parkway right-of-way landscaping, including median landscaping, shall be maintained by the HOA.
2. Tracts A, B and C shall be maintained by the HOA.
3. The Spine Trail located within the Colliers Parkway right-of-way and Tracts A and C shall be maintained by the Town.

D. Improvements to Private Tracts

1. Owner shall make improvements to the oil and gas facility on Tract C to meet the Town’s access drive standards, paint color standards and fencing standards as outlined in Section 10.6.14.A of the Code.
2. Tract D is for future development. Owner shall be responsible for maintenance, including weed control on Tract D until the tract is further subdivided into individual lots.

E. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

F. Fencing

Fencing within the Development shall be installed in accordance with Bridgewater PUD

Overlay and the Code. Fencing installed adjacent to parks and open spaces shall be limited to low (4 foot high) open (50 percent) fencing. The finished side of the fence shall face the open space.

G. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

H. Sanitary Sewer – Coal Creek Interceptor

The Town is due cost recovery at a rate of \$ 55.00 for each Single Family Equivalent (“SFE”). The reimbursement is outlined in “Exhibit C.”

I. Water

Colliers Parkway right-of-way shall be irrigated utilizing the non-potable water under the District Agreement.

J. Drainage

1. Drainage improvements related to the Colliers Parkway Improvements, as outlined in the District Agreement are the responsibility of the District.
2. Drainage improvements related to the Colliers Parkway Improvements shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

K. Building Permit Allocation

Owner and Town shall follow the Building Permit Program as outlined in the Third Amendment To The Bridgewater Annexation Agreement, as it may be amended.

L. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.
2. An Airport Disclosure statement indicating the existence of an Avigation Easement (“Exhibit H”) shall be signed by the property owner with the execution of the sales contract for the property.
3. An Undermining Disclosure statement indicating that undermining exists in the area (“Exhibit I”) shall be signed by the property owner with the execution of the sales contract for the property.
4. A Landfill Disclosure statement indicating that Landfills exist in the area (“Exhibit J”) shall be signed by the property owner with the execution of the

sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Colliers Hill Filing No. 3C constitutes a “site specific development plan” pursuant to C.R.S. 24-68-101 et. Seq. (the “Vested Rights Act”) for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a “development agreement” pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the

event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, CO 80516-0750

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Owner:

Community Development Group of
Erie, Inc.
Chuck Bellock
2500 Arapahoe Avenue, Suite 220
Boulder, CO 80302

Jim Johnson
Otten Johnson Robinson Neff and
Ragonetti
950 Seventeenth Street, Suite 1600
Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Community Development Group of Erie, Inc., is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:
TOWN OF ERIE
A Colorado municipal corporation

Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

OWNER:
COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.
a Colorado corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Community Development Group of
Erie, Inc.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – COLLIERS HILL FILING NO. 3C FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

**COLLIERS HILL FILING NO. 3C
FINAL PLAT**

SHEET 3 OF 3
FP-000066-2014

<p>HURST PLANNING 200 BROADWAY SUITE 200 BOSTON, MA 02108 TEL: 617-552-1100 WWW.HURSTPLANNING.COM</p>		<p>COLLIERS HILL FILING NO. 3C FINAL PLAT ERIC, COLORADO</p>		<p>DATE: 08/01/15 SCALE: AS SHOWN SHEET: 3 OF 3</p>	
<p>FOR REVIEW</p>			<p>DATE: 08/01/15 SCALE: AS SHOWN SHEET: 3 OF 3</p>		

NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	08/01/15
2	REVISION	08/01/15
3	REVISION	08/01/15
4	REVISION	08/01/15
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6	REVISION	08/01/15
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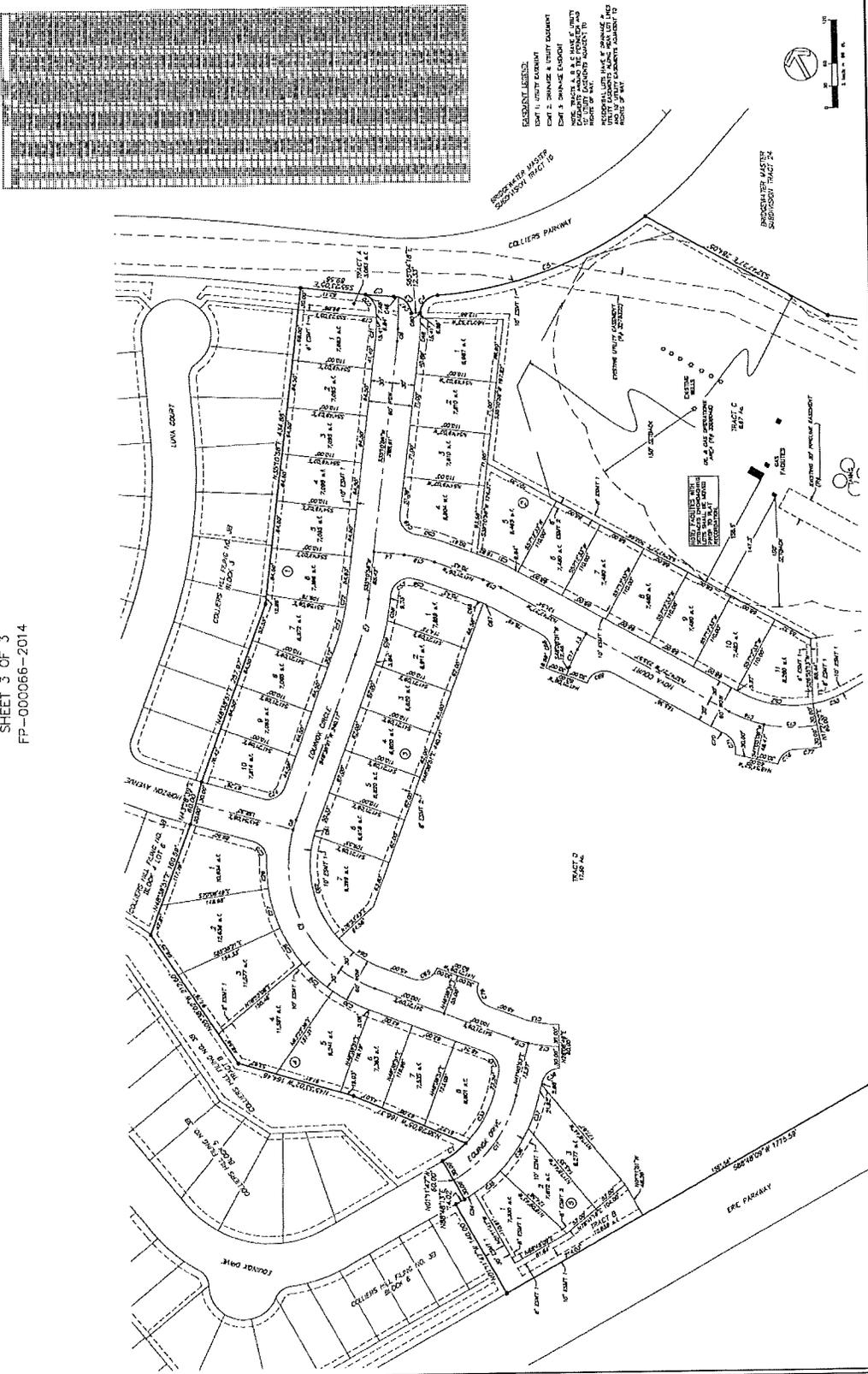


EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

**EXHIBIT B
COLLIERS HILL FILING 3C
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015**

<u>ITEM</u>	<u>NO. OF UNITS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
WATER			
6" Water Line	52 L.F.	\$ 20	\$ 1,040.00
8" Water Line	1048 L.F.	25	26,200.00
12" Water Line	1565 L.F.	45	70,425.00
8" 11 1/4° Bends	5 Ea.	550	2,750.00
8" 22 1/2° Bends	1 Ea.	550	550.00
12" 11 1/4° Bends	9 Ea.	650	5,850.00
12" 22 1/2° Bends	2 Ea.	650	1,300.00
12" 45° Bends	2 Ea.	650	1,300.00
8" x 6" Tees	2 Ea.	550	1,100.00
12" x 6" Tees	3 Ea.	650	1,950.00
12" x 8" Tees	3 Ea.	750	2,250.00
12" x 12" Tees	1 Ea.	950	950.00
12" x 8" Reducers	1 Ea.	500	500.00
6" Valves	5 Ea.	1,000	5,000.00
8" Valves	11 Ea.	1,500	16,500.00
12" Valves	11 Ea.	2,800	30,800.00
Fire Hydrants	5 Ea.	3,400	17,000.00
Services	44 Ea.	1,200	52,800.00
		Subtotal	\$ 238,265.00
STREETS			
Mountable Curb w/Curb Drain	4381 L.F.	\$ 17	\$ 74,477.00
5' Walk	4256 L.F.	25	106,400.00
8' Walk	147 L.F.	40	5,880.00
Handicap Ramps	18 Ea.	1,350	24,300.00
Asphalt	8045 S.Y.	25	201,125.00
Subgrade Preparation	8045 S.Y.	2.00	16,090.00
Street Lights	8 Ea.	3,500	28,000.00
Signing & Striping	1 L.S.	5,000	5,000.00
		Subtotal	\$ 461,272.00
SEWER			
8" Sewerline w/Underdrain	1937 L.F.	\$ 30	\$ 58,110.00
Sanitary Sewer Manholes	13 Ea.	1,850	24,050.00
Services	42 Ea.	850	35,700.00
		Subtotal	\$ 117,860.00

EXHIBIT B
COLLIERS HILL FILING 3C
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015
(CONT'D)

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
STORM SEWER			
18" RCP	507 L.F.	\$ 36	\$ 18,252.00
5' Type 'R' Inlets	2 Ea.	3,000	6,000.00
Erosion Control	1 L.S.	10,000	10,000.00
4' Diameter Manholes	3 Ea.	2,000	6,000.00
		Subtotal	\$ 40,252.00
		SUBTOTAL	\$ 857,649.00
		15% Contingency	\$ 128,647.35
		TOTAL	\$ 986,296.35

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner: None

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, Two-Thousand One-Hundred Forty-Five & No/100 Dollars (\$ 2,145.00) as reimbursement for 39 lots (\$ 55.00 per lot) within the Colliers Hill Filing No. 3C subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

Reimbursements due Others: None

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP

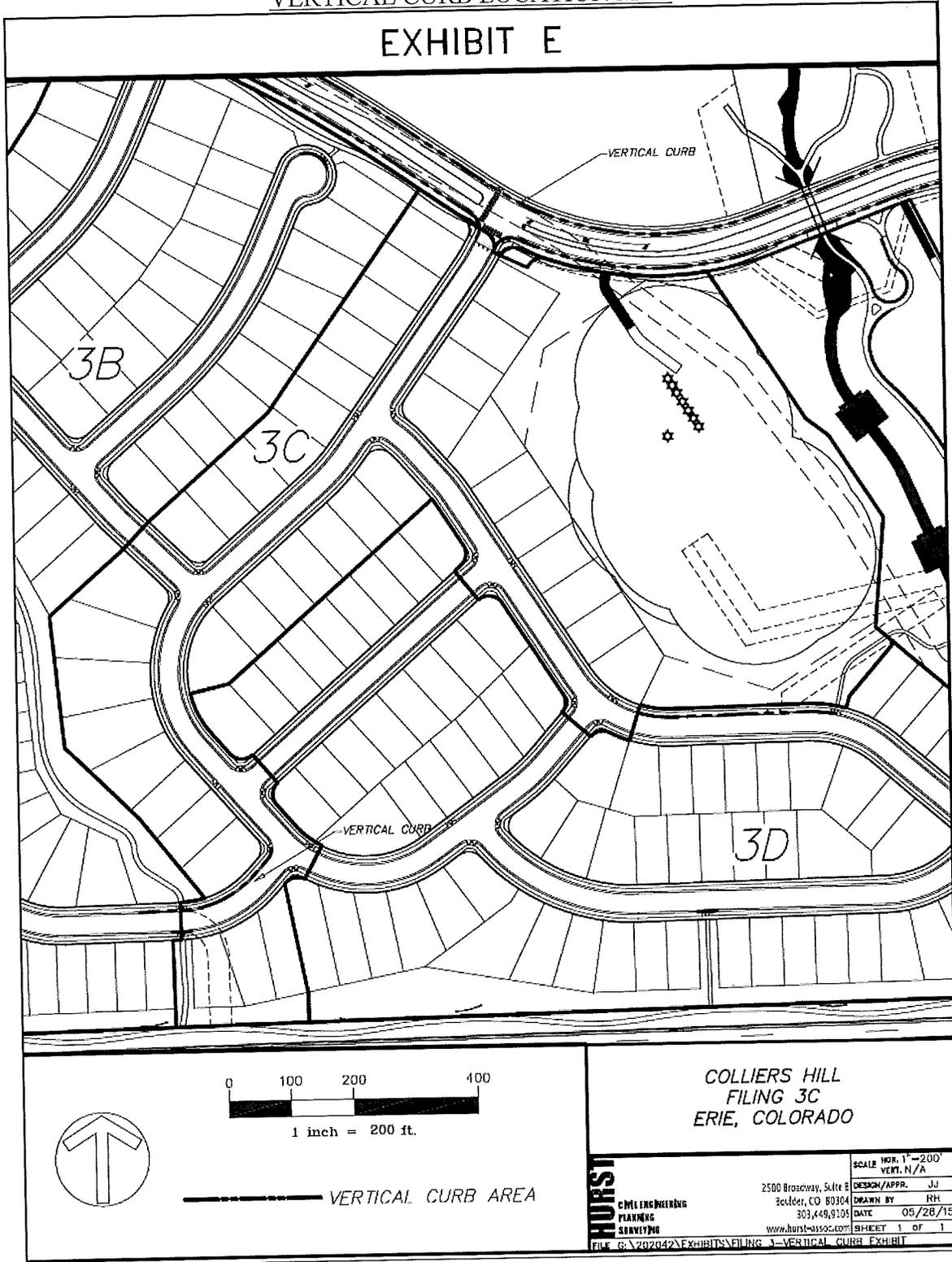
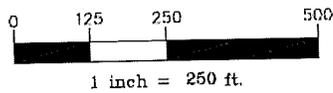
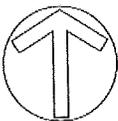
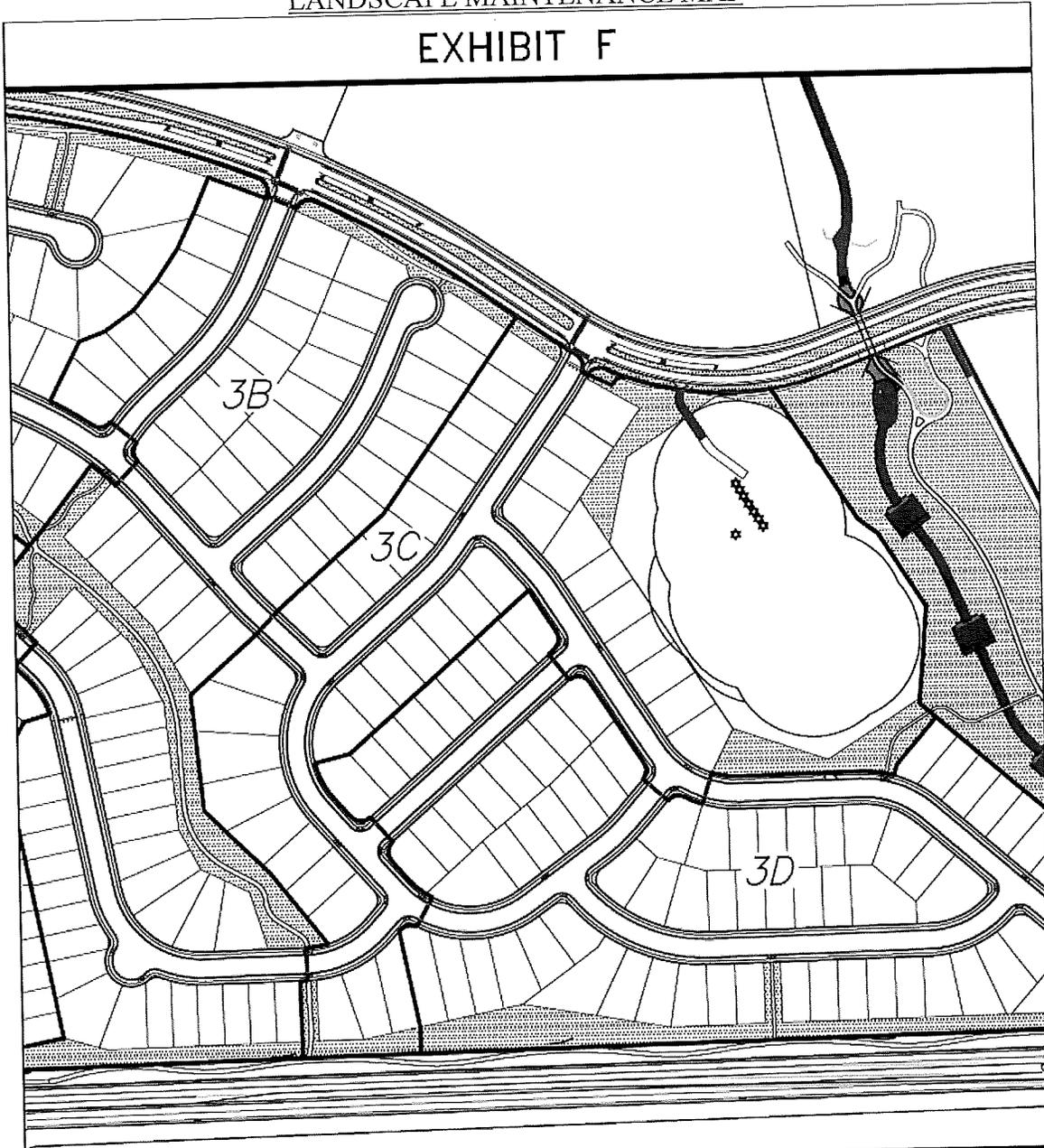


EXHIBIT F

LANDSCAPE MAINTENANCE MAP

EXHIBIT F



 LANDSCAPE AREA
TO BE H.O.A. MAINTAINED

COLLIERS HILL
FILING 3C
ERIE, COLORADO

HURST

CIVIL ENGINEERING
PLANNING
SUBDIVISION

2500 Broadway, Suite 8
Boulder, CO 80304
303.449.9100
www.hurst-survey.com

SCALE	HOR. 1"=250'
	VERT. N/A
DESIGN/APPR.	JJ
DRAWN BY	RH
DATE	05/28/15
SHEET	1 OF 1

FILE: G:\202042\EXHIBITS\FILING 3-LANDSCAPE EXHIBIT

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3C, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Colliers Hill subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Bridgewater Master Subdivision Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Colliers Hill Filing No. 3C. There may be ongoing oil and gas operation and production of oil and gas within Colliers Hill Filing No. 3C, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Colliers Hill Filing No. 3C. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Colliers Hill Filing No. 3C, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Colliers Hill Filing No. 3C. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Colliers Hill Filing No. 3C and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Colliers Hill Filing No. 3C will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Colliers Hill Filing No. 3C to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Colliers Hill Filing No. 3C.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in Colliers Hill Filing No. 3C, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20 ____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3C, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie’s approval of the subdivision plat of Colliers Hill, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mines, including but not limited to the Boulder Valley Mine (new), the Boulder Valley Mine (old), the Northwest Mine, the Clayton Mine and an Unknown Mine (collectively “Mines”). These Mines are several of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Colliers Hill, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by Western Environmental and Ecology, dated September 5, 1999. A copy of this report and an updated report prepared by CTL Thompson, Inc., dated October 14, 2010, (collectively “reports”) have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Reports. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot’s location above the Mines, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT J

LANDFILL DISCLOSURE

The undersigned, being the purchasers identified in that certain _____
_____ (“Purchase Contract”) dated _____, 20____, between
_____, a _____, as seller, and the
undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3C, Town
of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows,
which acknowledgments and agreements are given in consideration of and as a condition to Seller’s
agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the property which is being purchased is located in close
proximity to the Front Range Landfill, the landfill gas to energy facility located on the Front Range
Landfill, and the Denver Regional Landfill. Purchaser acknowledges that the Town of Erie and the
Seller will have no responsibility of liability for any claims or causes of action, either in law or in
equity, resulting from any noise or damage to person or property occurring from landfill activities.

IN WITNESS WHEREOF, the undersigned has/have executed this Landfill Disclosure this
____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ATTACHMENT E

ATTACHMENT F



TOWN OF ERIE

Community Development Department – Planning Division
 645 Holbrook Street – PO Box 750 – Erie, CO 80516
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME:	Colliers Hill F-3C	
FILE NO:	FP-14-0043	DATE SUBMITTED: 10/31/14
		FEES PAID: 3520-

PROJECT/BUSINESS NAME: Colliers Hill
 PROJECT ADDRESS: WCR 5 and Erie Parkway
 PROJECT DESCRIPTION: Filing 3 C

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Colliers Hill
 Filing #: 3C Lot #: Block #: Section: 17 Township: 1 North Range: 68 West

OWNER (attach separate sheets if multiple)

Name/Company: Community Development Group of Erie, Inc.
 Contact Person: Chuck Bellock
 Address: 2500 Arapahoe Ave, Suite 220
 City/State/Zip: Boulder, CO 80302
 Phone: 303-442-2299 Fax: 303-442-1241
 E-mail:

AUTHORIZED REPRESENTATIVE

Company/Firm: Community Development Group of Erie, Inc.
 Contact Person: Jon Lee
 Address: 2500 Arapahoe Ave, Suite 220
 City/State/Zip: Boulder, CO 80302
 Phone: 303-442-2299 Fax: 303-442-1241
 E-mail: jonlee@cdgcolorado.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: Anadarko E&P Company, LP
 Address: P. O. Box 1330
 City/State/Zip: Houston, Texas 77251-1330

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: See SUAs
 Address: See SUAs
 City/State/Zip: See SUAs

LAND-USE & SUMMARY INFORMATION

Present Zoning: PD Gross Site Density (du/ac): NA
 Proposed Zoning: PD # Lots/Units Proposed: 76 lots and 4 tracts
 Gross Acreage: 34.90 Gross Floor Area: N/A

SERVICE PROVIDERS

Electric: United Power Gas: Source Gas
 Metro District: Colliers Hill Metropolitan District 1 Fire District: Mountain View
 Water (if other than Town): Town Sewer (if other than Town): Town

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input checked="" type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resl. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	
			\$ 10,000.00

All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

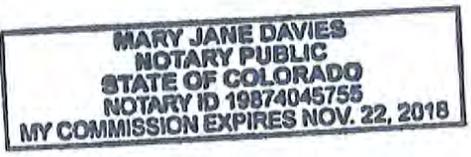
Owner: [Signature] Date: 10-30-14
 Owner: Community Development Group of Erie Date: _____
 Applicant: [Signature] Inc Date: 10-30-14

Jon Lee, Community Development Group of
 STATE OF COLORADO) Erie, Inc
 County of Boulder) ss.

The foregoing instrument was acknowledged before
 me this 30 day of October, 2014,
 by Charles Bellock.

My commission expires: 11-22-18
 Witness my hand and official seal.

[Signature: Mary Jane Davies]
 Notary Public



Colliers Hill Third Filing Final Plats Narrative

General project concept and purpose of the request.

Colliers Hill (Bridgewater) was annexed and zoned by the Town in 2007. The project as proposed is poised to provide:

- Distinct neighborhoods centered on fingers of open space with miles of trails linking these neighborhoods to Old Town and Erie High School.
- A wide variety of quality housing for a diverse market segment of buyers, providing the necessary housing for Erie's long term primary employment goals and for the Town's current desires to accommodate retail services within the Town's core.
- Additionally, current and future residents of Erie who reside at Colliers Hill are the critical economic component for the long term services which Erie has committed to providing with their Recreation/Senior Center and Library.

The total land area within the Community.

965.83 acres

The total area of Filings 3A, 3B, 3C, 3D

68.44 acres

The total number of lots within in Filing 3A, 3B, 3C, 3D.

3A – 54

3B – 71

3C – 46

3D – 78

Total - 249 lots

Density – 3.64 per acre

The total land area to be preserved as Open Space and Landscaped Areas.

Approximately 12.6 acres of public and private Open Space and Landscaped Areas

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services, including schools, fire protection, water/sewer service, and utility providers.

- Water and Sewer: Adequate infrastructure is available for the Third Final Plats; future service for the remaining phases needed as described in the Daybreak Annexation Agreement
- Schools: The existing SVVSD Elementary, Middle and High School will serve this phase of development.
- Utility Providers: Adequate existing Town of Erie water and sewer; United Power electric; Source Gas; and Comcast cable and telephone.
- Fire Protection: Served by Mountain View Fire Protection from the station at the southwest corner of Bonanza Drive (WCR 3) and WCR 8.

A brief description regarding the location, function, and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings; and location.

- An Open Space area is located in the eastern portion of the Third Filing and will be landscaped with trees and native grasses.
- A Pocket Park is located in Filing 3B at Tract B
- The Private Amenity Facility, located north of Colliers Parkway, is under construction at this time.
- The function of each of these areas is outlined in the Annexation Agreement.

Ownership/Maintenance of public and private open space.

The Town will own and maintain all Open Space, meeting Town requirements. The Pocket Parks and the Private Amenity Facility will be owned and maintained by either the HOA or the Metro District.

Timing and Phasing.

If approved, construction is anticipated to begin in the summer of 2015 with the first building permits anticipated by November of 2015. All of Filings 3A – 3D will be constructed simultaneously.

MINUTES FROM NEIGHBORHOOD MEETING

COLLIERS HILL FILING 3 FINAL PLAT

MARCH 11, 2015

Meeting was held at 6:30 pm on Wednesday, March 11th.

Meeting was held at the Richmond American Sales Office in Colliers Hill – 411 Dusk Place.

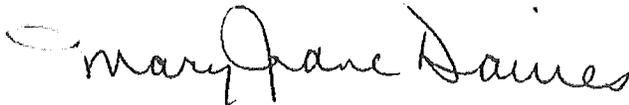
Attendees:

Jon Lee – Community Development Group

Mary Jane Davies – Community Development Group

Jessica Badalamenti – Richmond American Homes

No homeowners were in attendance.

A handwritten signature in cursive script that reads "Mary Jane Davies". The signature is written in black ink and is positioned above the printed name.

Mary Jane Davies

**TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING**

COLLIERS HILL FILING 3 FINAL PLAT



I, TRAVIS YOUNG, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10, – “UNIFIED DEVELOPMENT CODE AND DESIGN GUIDELINES,” AT LEAST 15 DAYS BEFORE THE SCHEDULED NEIGHBORHOOD MEETING, ON THE 24TH DAY OF FEBRUARY, 2015 A.D. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT PHOTO OF THE NEIGHBORHOOD MEETING NOTICE SO POSTED.

Travis Young

(SIGNATURE HERE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF FEBRUARY, 2015 BY TRAVIS YOUNG.

WITNESS MY HAND AND OFFICIAL SEAL

Mary Jane Davies

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-2018

**MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874045758
MY COMMISSION EXPIRES NOV. 22, 2018**

Community Development Group of Erie, Inc.

February 24, 2015

NOTICE OF NEIGHBORHOOD MEETING

For: COLLIERS HILL FILING 3 FINAL PLAT

Presented by: Community Development Group of Erie

**When: March 11, 2015
6:30 PM**

**Where: Richmond American Sales Office in Colliers Hill
411 Dusk Place**

A neighborhood meeting is being held to discuss the Final Plat for Filing 3 in the Colliers Hill Community. Filing 3 will complete the residential from Erie Parkway to Colliers Parkway and east to nearly the high school. The property is a +/- 68 acre site located north of Erie Parkway and west of WCR 5. The applicant, Community Development Group of Erie, is proposing residential lots in conjunction with an open space buffer to the east.

Construction is anticipated to begin the summer of 2015. With the construction of this filing, Colliers Parkway will be completed to the east to intersect with WCR 5 and Erie Parkway will be widened from the community entrance to WCR 5.

Jon Lee, representative from Community Development Group of Erie (developer) will be present to discuss the plat.

You may contact Community Development Group of Erie at 303/442-2299 with any questions.

2500 Arapahoe Avenue, Suite 220, Boulder, Colorado
80302

(303) 442-2299 ... Fax (303) 442-1241

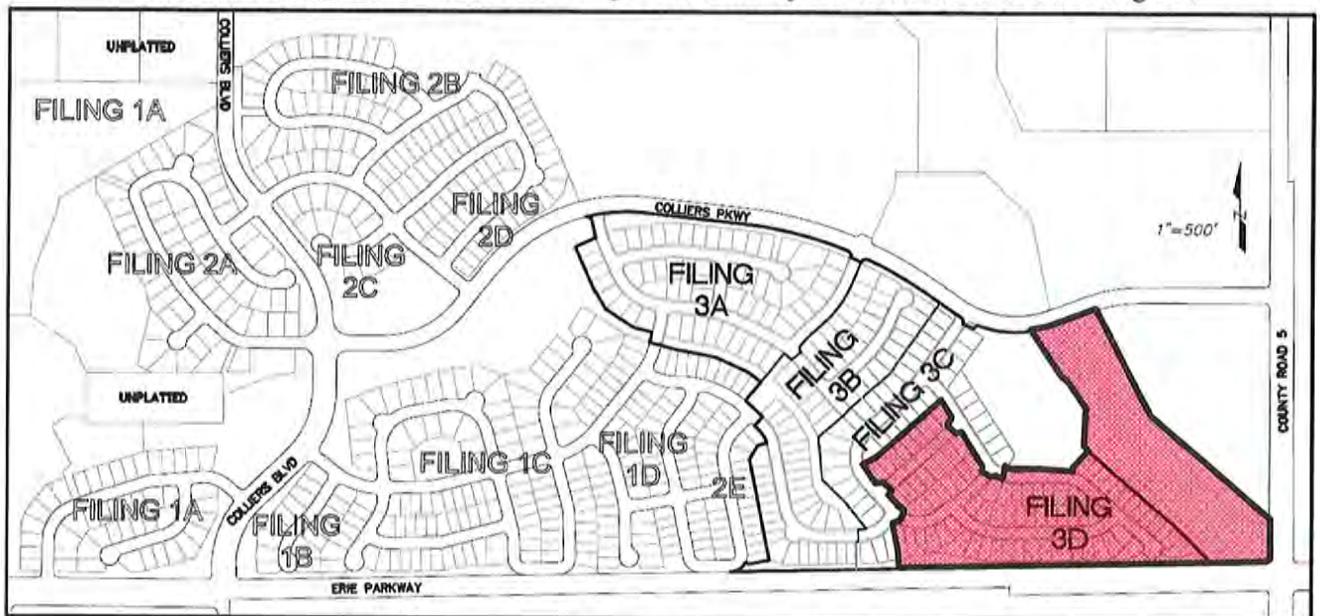
**PLANNING COMMISSION
RECOMMENDATION:**

On May 20, 2015 the Planning Commission held a Public Hearing and unanimously approved Resolution P15-17, a resolution recommending that the Board of Trustees approve the Colliers Hill Filing No. 3D Final Plat with conditions.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner/ Applicant: Community Development Group of Erie, Inc.
Attn: Jon Lee
2500 Arapahoe Road, Suite 220
Boulder, CO 80302

Location: Northwest corner of Erie Parkway and Weld County Road 5. The single family lots in this filing are highlighted below in red. Filing 3D is located just east of Colliers Hill Filing 3C.



Project Process and Summary:

The Colliers Hill Filing No. 3D final plat requires Board of Trustee approval as the proposed layout is not in substantial compliance with the approved Bridgewater Preliminary Plat. Town staff has reviewed the final plat and construction drawings for Colliers Hill Filing No. 3D and have found them to be in compliance with the Town Municipal Code and the Standards and Specifications for the Design and Construction of Public Improvements.

The Resolution, provided for consideration by the Board of Trustees, approves the Colliers Hill Filing No. 3D final plat with conditions, accepts dedications on the final plat and authorizes the appropriate town official to sign the Colliers Hill Filing No. 3D Development Agreement which outlines improvement obligations of the Town and the Owner for Colliers Hill Filing No. 3D.

Project Description:

The Colliers Hill Filing No. 3D final plat consists of 78 single-family lots and 2 tracts, one of which is dedicated to the Town as Open Space. The final plat area is a replat of Tract D of Colliers Hill Filing No. 3C and Tract 24 of the Bridgewater Master Subdivision.

Site Specific Information:

- Final Plat Size: 28.92 acres
- Number of Residential Lots: 78 single-family lots
- Minimum Residential Lot Size Permitted: 3,500 square feet

Current Land Use and Zoning:

Current Land Use: Agricultural/Vacant Land
 Current Zoning: LR – Low Density Residential with PUD Overlay

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential	Residential/Existing Oil and Gas Facility
SOUTH	MR – Medium Density Residential (Erie Highlands future filings) CC – Community Commercial (Erie Highlands future filings)	Erie Parkway and Agricultural
EAST	LR – Low Density Residential (Colliers Hill future filing)	Agricultural
WEST	LR – Low Density Residential (Colliers Hill Filing 3C)	Residential

APPROVAL CRITERIA

Final Plats that Differ from Approved Preliminary Plats:

If the Final Plat is found not to be in substantial compliance with the approved Preliminary Plat, the Community Development Director shall refer the application to the Planning Commission, and the Board of Trustees. The Final Plat submittal shall require review and approval in the same manner as the Preliminary Plat (i.e., hearings before the Planning Commission and the Board of Trustees).

Staff has provided the approval criteria of both Preliminary and Final Plats.

Preliminary Plat Criteria:

The Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection, Section 10.7.7.C.10, as outline below:

- a. The subdivision is generally consistent with the Town’s Comprehensive Master Plan.**

Staff comment: The application is in Compliance with the Land Use designations on the 2005 Comprehensive Plan, Land Use Plan Map. The residential density of 3 dwelling units per acre for the single family residential proposed in the Bridgewater Preliminary Plat No. 1 falls within the Low Density Residential density range of 2 to 6 dwelling units per acre.

- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.**

Staff comment: The residential lots proposed fall within the designated land use boundaries of the LR – Low Density Residential zone district. The residential density and lot sizes meet the requirements of the land use district within the Bridgewater PUD Overlay Map – Amendment No. 2 and the underlying zoning district.

- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town’s standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.**

Staff comment: The final plat is in substantial compliance with the Development and Design Standards of Chapters 5 and 6 of the Municipal Code Title 10.

- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.**

Staff comment: The design of the preliminary plat takes into account applicable use, Development and Design Standards of Chapters 3, 5, and 6 of Municipal Code Title 10.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.**

Staff comment: The final plat complies with applicable regulations, standards and requirements of Federal, State and local governments and agencies.

- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.**

Staff comment: Significant impacts are not anticipated for the natural environment that cannot be substantially mitigated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.**

Staff comment: The final plat provides vehicular and pedestrian connections to adjacent Colliers Hill Filings and future filings within the proposed development.

- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.**

Staff comment: The final will not have significant adverse impacts on adjacent properties.

- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.**

Staff comment: Adequate services and facilities currently exist.

- j. **As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.**

Staff comment: Adequate infrastructure capacity is available for the phasing of development for the Colliers Hill property.

Final Plat Criteria:

In addition, the Board of Trustees shall review the Final Plat application and base their recommendation or decision based on their findings utilizing the following approval criteria from Subsection 7.7.D.9 of the UDC:

- a. **The Final Plat is found to be in substantial compliance with all respects of the approved Preliminary Plat and incorporates all recommended changes, modifications, and conditions attached to approval of the Preliminary Plat;**

Staff Comment: The modifications proposed to the Colliers Hill Filing No. 3D final plat that is not in substantial compliance with the previously approved Preliminary Plat have been found to comply with the Preliminary Plat approval criteria as outlined above.

- b. **Plans and specifications for improvements connected with development of the subdivision comply with the subdivision development and design standards set forth in Chapter 6 of this UDC, and any other relevant Town, County, State, or Federal regulations, except to the extent modifications, variances, or exceptions have been expressly permitted by the terms of the Preliminary Plat approval. All construction plans for improvements shall be approved by the Public Works Director prior to the Community Development Director's action on the Final Plat;**

Staff Comment: The plans and specifications for improvements as proposed comply with applicable Development and Design Standards of Title 10 of the Municipal Code; comply with the Towns Standards and Specifications for Design and Construction of Public Improvements; and with applicable county, state and federal regulations.

- c. **The applicant has either installed all required improvements or has executed a Development Agreement pursuant to Section 7.18; and**

Staff Comment: The applicant will be responsible for public improvements as outlined in the Colliers Hill Filing No. 3D Development Agreement, including associated public improvement guarantees.

- d. **The applicant has paid or satisfied all applicable fees and charges.**

Staff Comment: The applicant will be required to pay applicable fees as outlined in the Colliers Hill Filing No. 3D Development Agreement.

Public Notice:

Public Notice was posted as required for Board of Trustees review of the Final Plat:

Published in the Colorado Hometown Weekly:	May 20, 2015
Posted:	May 22, 2015
Letters to adjacent property owners within 300':	May 22, 2015

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement and to approve the Colliers Hill Filing No. 3D final plat with the following conditions and by approving Resolution 15-77:

1. The Colliers Hill Filing No. 3D final plat shall not be recorded unless the Colliers Hill Filing No. 3C final plat is recorded simultaneously.
2. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat
3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Staff Review:

- Town Attorney
- Town Clerk
- Community Development Director
- Finance Director
- Police Chief
- Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. PC Resolution P15-17
- b. Resolution 15-77
- c. Colliers Hill Filing No. 3D Final Plat
- d. Colliers Hill Filing No. 3D Development Agreement
- e. Approved Bridgewater Preliminary Plat (partial)
- f. Colliers Hill Filing No. 3D application materials

ATTACHMENT A

6

RESOLUTION NO. P15-17

A RESOLUTION REGARDING THE FINAL PLAT OF COLLIERS HILL FILING NO. 3D, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE FINAL PLAT.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Final Plat of Colliers Hill Filing No. 3D on Wednesday, May 20, 2015, on the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, Colorado, 80302 being the owner of the following real property; to wit:

Tract D, Colliers Hill Filing No. 3C and Tract 24, Bridgewater Master Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF ERIE, COLORADO, as follows:

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. The Colliers Hill Filing No. 3D final plat shall not be recorded unless the Colliers Hill Filing No. 3C final plat is recorded simultaneously.
 - b. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
 - c. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

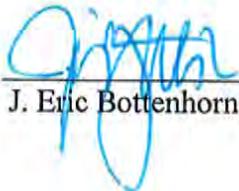
Section 2. Conclusions and Order Recommending Approval of the Final Plat of Colliers Hill Filing No. 3D.

1. The applicant's application and supporting documents are in substantial compliance Sections 7.7.C.10 (Preliminary Plat) and 7.7.D.9 (Final Plat) of Title 10, Town of Erie Municipal Code.
2. The Final Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

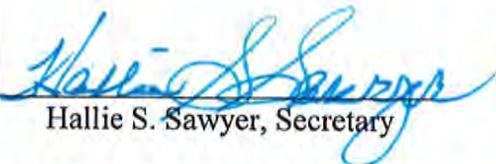
- a. The Colliers Hill Filing No. 3D final plat shall not be recorded unless the Colliers Hill Filing No. 3C final plat is recorded simultaneously.
- a. Prior to recordation of the final plat, the applicant shall provide the Town a copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.
- b. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

INTRODUCED, READ, SIGNED AND APPROVED this 20th day of May, 2015.

TOWN OF ERIE, PLANNING COMMISSION

By: 
J. Eric Bottenhorn, Chair

ATTEST:

By: 
Hallie S. Sawyer, Secretary

ATTACHMENT B

RESOLUTION NO. 15-77

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE COLLIERS HILL FILING NO. 3D FINAL PLAT WITH CONDITIONS; ACCEPTING DEDICATIONS AS SHOWN ON THE COLLIERS HILL FILING NO. 3D FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COLLIERS HILL FILING NO. 3D DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO APPROVING THE FINAL PLAT, ACCEPTING THE DEDICATIONS CONTAINED THEREIN AND APPROVING THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, following a public hearing noticed in accordance with the Town Code and held on June 9, 2015, considered the approval of the final plat, acceptance of the dedications contained therein and the approval of the development agreement, pursuant to the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, CO 80302 for the Colliers Hill Filing No. 3D Final Plat, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3D Final Plat with conditions; and,

WHEREAS, the Board of Trustees of the Town of Erie, desires to accept the dedications contained in the final plat from Community Development Group of Erie, Inc.; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Filing No. 3D Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner or its assignee; and,

WHEREAS, the Board of Trustees of the Town of Erie, believes it is in the best interest of the Town and its citizens to approve the Colliers Hill Filing No. 3D Final Plat and Development Agreement as provided for herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3D Final Plat with the following conditions:

1. The Colliers Hill Filing No. 3D final plat shall not be recorded unless the Colliers Hill Filing No. 3C final plat is recorded simultaneously.
2. Prior to recordation of the final plat, the applicant shall provide the Town a

copy of the recorded easement for the off-site drainage and improvements north of Colliers Parkway and include the reception number on the final plat.

3. Prior to recordation of the final plat, technical corrections to the final plat and associated construction plans shall be made to the Town's satisfaction.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth on the Colliers Hill Filing No. 3D Final Plat.

Section 3. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Filing No. 3D Development Agreement for the Colliers Hill Filing No. 3D Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 9th day of June 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT C

COLLIERS HILL FILING NO. 3D
 FINAL PLAT
 SHEET 3 OF 3
 FP-000067-2014

SCALE VERIFICATION
 SHALL BE THE
 RESPONSIBILITY OF THE
 PLANNING BOARD
 AND THE PROPERTY
 OWNER.

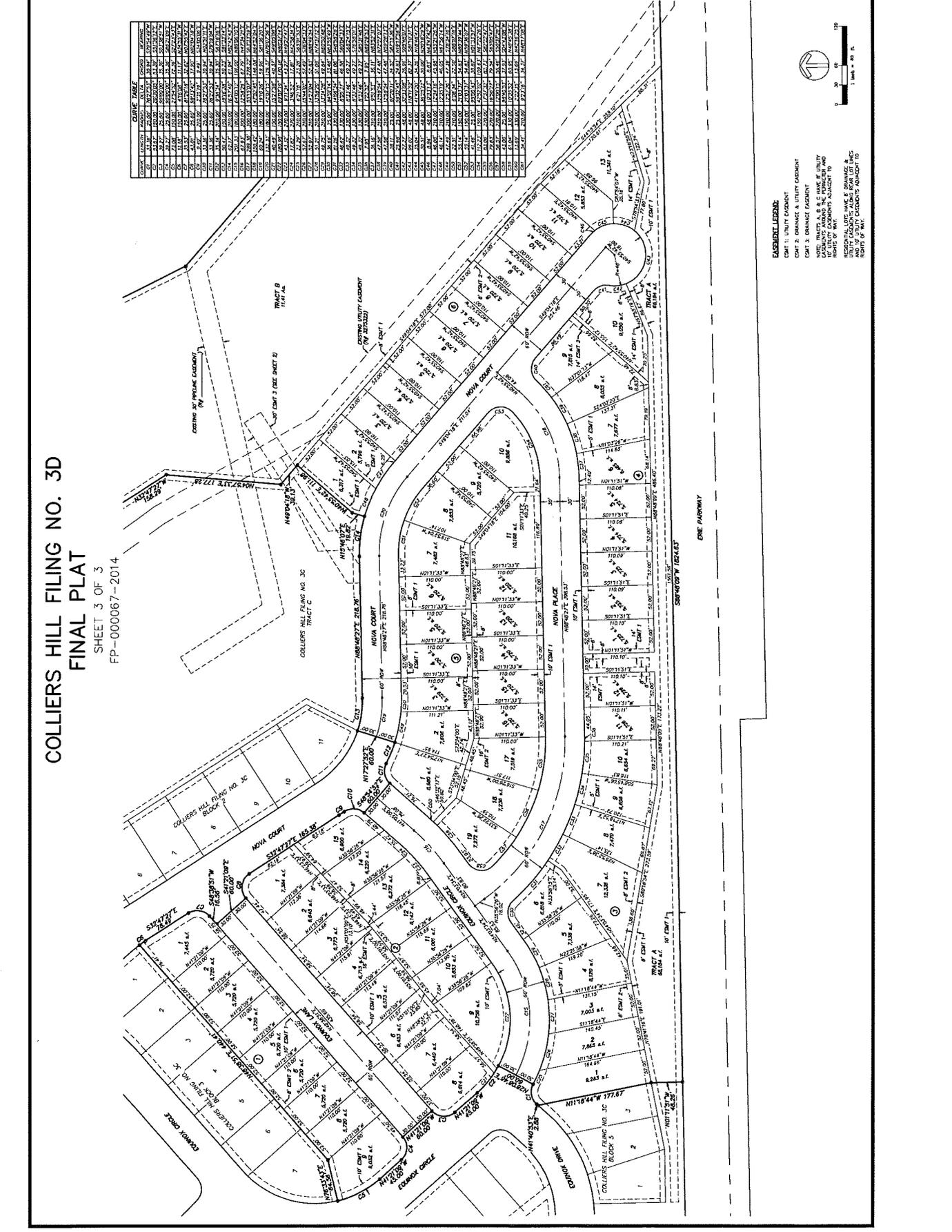
DATE: 08/02/15
 TIME: 11:00 AM
 PROJECT: COLLIERS HILL FILING NO. 3D
 SHEET 3 OF 3

PLANNING BOARD
 2530 BROADWAY, SUITE 200
 DENVER, CO 80202
 303.443.9105

HURST
 CIVIL ENGINEERS
 SURVEYING
 1034 E. 9TH AVE.
 DENVER, CO 80202
 303.443.9105

COLLIERS HILL FILING NO. 3D
 FINAL PLAT
 ERIE, COLORADO

FILE NUMBER
 2014-000067-3D
 CASE NO.
 2014-000067-3D
 DATE
 08/02/15
 TIME
 11:00 AM
 SHEET
 3 OF 3



UTILITY TABLE

LOT	WATER	SEWER	GAS	STORM	TELEPHONE	POWER
1	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
2	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
3	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
4	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
5	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
6	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
7	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
8	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
9	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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14	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
15	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
16	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
17	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
18	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
19	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
20	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
21	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
22	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
23	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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25	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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27	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
28	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
29	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
30	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
31	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
32	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
33	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
34	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
35	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
36	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
37	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
38	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
39	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
40	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
41	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
42	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
43	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
44	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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49	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
50	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
51	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
52	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
53	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
54	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
55	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
56	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
57	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
58	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
59	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
60	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
61	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
62	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
63	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
64	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
65	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
66	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
67	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
68	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
69	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
70	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
71	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
72	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
73	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
74	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
75	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
76	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
77	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
78	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
79	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
80	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
81	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
82	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
83	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
84	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
85	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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89	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
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91	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
92	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
93	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
94	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
95	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
96	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
97	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
98	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
99	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
100	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

ESSENTIAL LEGEND:
 CEMT 1: UTILITY EASEMENT
 CEMT 2: DRAINAGE & UTILITY EASEMENT
 CEMT 3: DRAINAGE EASEMENT
 NOTE: TRACTS A, B & C HAVE IF UTILITY EASEMENTS ADJACENT TO RIGHTS OF WAY.
 UTILITY EASEMENTS, WATER, SEWER, GAS, AND POWER EASEMENTS ADJACENT TO RIGHTS OF WAY.



ATTACHMENT D

**COLLIERS HILL FILING NO. 3D
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation**, 2500 Arapahoe Avenue, Suite 220, Boulder, CO, 80302, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for the Colliers Hill Filing No. 3D (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Owner hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in

form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that

portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are

located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie “Grading and Stormwater Quality Permit” per Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Colliers Hill Homeowners Association (“HOA”), maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Erie with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required

in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code (“Code”).

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns “Standards and Specifications for Design and Construction of Public Improvements” and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or maintenance district responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant “Construction Acceptance,” which shall be subject to “Final Acceptance” as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. Maintenance of Improvements

For a two (2) year period from the date of Construction Acceptance of any Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in

form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon Construction Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements

and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Colliers Parkway Improvements, as outlined in the Colliers Hill Metropolitan District Development Agreement No. 2 ("District Agreement") are the

responsibility of the Colliers Hill Metropolitan District No. 1 (“District”).

2. Colliers Parkway Improvements, between Colliers Boulevard and WCR 5, shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
3. All roadways within the Development shall have initial Construction Acceptance prior to the issuance of building permits within the Development.
4. All roadways within Colliers Hill Filing No. 3A, Colliers Hill Filing No. 3B and Colliers Hill Filing No. 3C shall have initial Construction Acceptance prior to the issuance of building permits within the Development
5. Vertical curb shall be constructed on the streets indicated on “Exhibit E,” all other streets shall be constructed with roll over curb.

B. Installation of Open Space, Parks, Landscaping and Trails

Installation of landscaping, trail and sidewalk improvements within the Colliers Parkway right-of-way, including the median, shall be the responsibility of the District as outlined in the District Agreement.

C. Maintenance of Parks, Trails, Open Space and Landscaping

1. Colliers Parkway right-of-way landscaping, including median landscaping, shall be maintained by the HOA.
2. Tract A shall be maintained by the HOA.
3. Tract B shall be maintained by the HOA or District.
4. The Spine Trail located within the Colliers Parkway right-of-way and Tract B shall be maintained by the Town.

D. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots within the Development until such time the lots are conveyed to a homeowner.

E. Fencing

Fencing within the Development shall be installed in accordance with Bridgewater PUD Overlay and the Code. Fencing installed adjacent to parks and open spaces shall be limited to low (4 foot high) open (50 percent) fencing. The finished side of the fence shall face the open space.

F. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

G. Drainage

1. Drainage improvements related to the Colliers Parkway Improvements, as outlined in the District Agreement are the responsibility of the District.
2. Drainage improvements related to the Colliers Parkway Improvements shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

H. Sanitary Sewer – Coal Creek Interceptor

The Town is due cost recovery at a rate of \$ 55.00 for each Single Family Equivalent (“SFE”). The reimbursement is outlined in “Exhibit C.”

I. Water

Colliers Parkway right-of-way shall be irrigated utilizing the non-potable water under the District Agreement.

J. Drainage

Drainage improvements outlined in the District Agreement shall have initial Construction Acceptance prior to the issuance of building permits within the Development.

K. Building Permit Allocation

Owner and Town shall follow the Building Permit Program as outlined in the Third Amendment To The Bridgewater Annexation Agreement, as it may be amended.

L. Disclosure Statements

1. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.
2. An Airport Disclosure statement indicating the existence of an Avigation Easement (“Exhibit H”) shall be signed by the property owner with the execution of the sales contract for the property.
3. An Undermining Disclosure statement indicating that undermining exists in the area (“Exhibit I”) shall be signed by the property owner with the execution of the sales contract for the property.
4. A Landfill Disclosure statement indicating that Landfills exist in the area (“Exhibit J”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Colliers Hill Filing No. 3D constitutes a “site specific development plan” pursuant to C.R.S. 24-68-101 et. Seq. (the “Vested Rights Act”) for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a “development agreement” pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any

suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, CO 80516-0750

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Owner:

Community Development Group of
Erie, Inc.
Chuck Bellock
2500 Arapahoe Avenue, Suite 220
Boulder, CO 80302

Jim Johnson
Otten Johnson Robinson Neff and
Ragonetti
950 Seventeenth Street, Suite 1600
Denver, CO 80202

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement

shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Community Development Group of Erie, Inc., is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN:

TOWN OF ERIE

A Colorado municipal corporation

Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

OWNER:

COMMUNITY DEVELOPMENT GROUP OF ERIE, INC.

a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Community Development Group of
Erie, Inc.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – COLLIERS HILL FILING NO. 3D FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS WELL DISCLOSURE

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – UNDERMINING DISCLOSURE

EXHIBIT J – LANDFILL DISCLOSURE

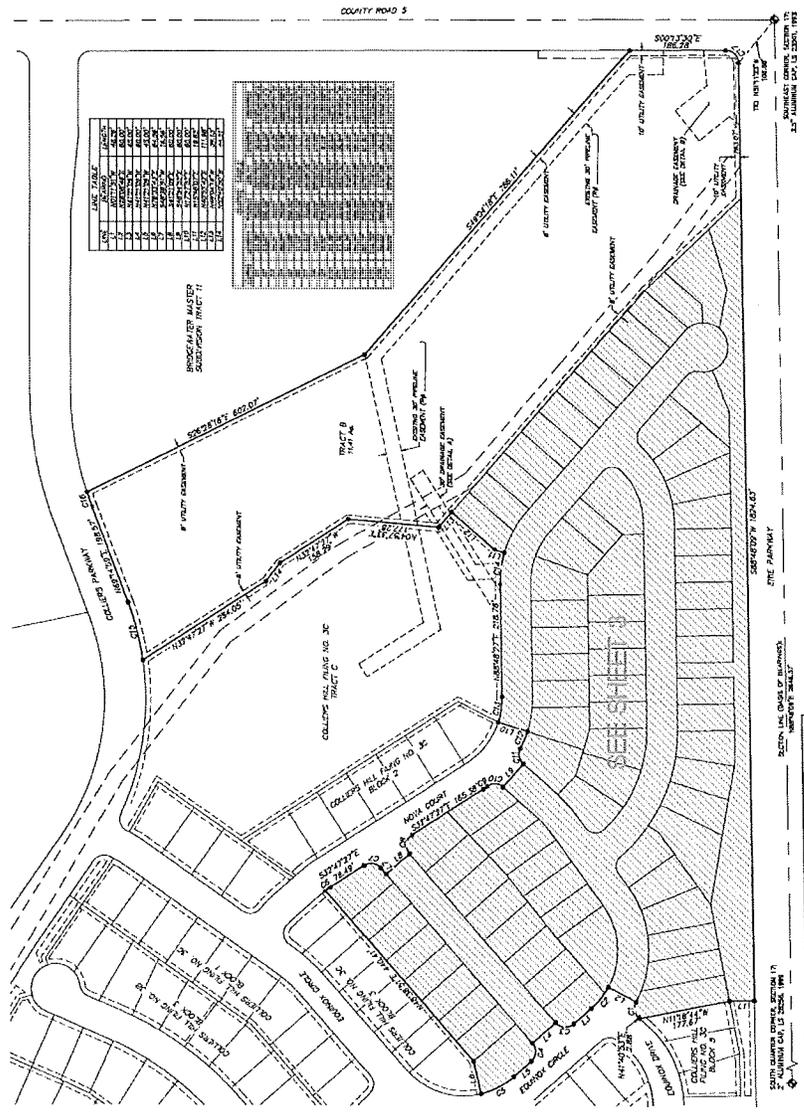
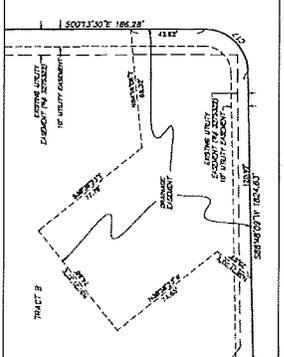
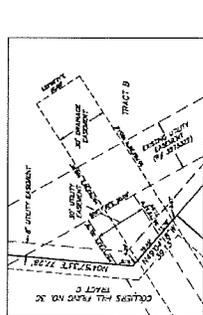
COLLIERS HILL FILING NO. 3D
 FINAL PLAN
 SHEET 2 OF 3
 FP-000067-2014

SCALE: NOT TO SCALE
 DATE: 11/11/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

HURST
 PLANNING
 CIVIL ENGINEERING
 1425 S. W. 10TH AVE.
 MIAMI, FL 33135

COLLIERS HILL FILING NO. 3D
 FINAL PLAN
 CIVIL ENGINEERING
 DATE: 11/11/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DATE: 11/11/14
 DRAWN BY: [Name]
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91	1,234	0.028
92	1,234	0.028
93	1,234	0.028
94	1,234	0.028
95	1,234	0.028
96	1,234	0.028
97	1,234	0.028
98	1,234	0.028
99	1,234	0.028
100	1,234	0.028

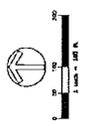


EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B
COLLIERS HILL FILING 3D
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
MAY 12, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
WATER			
6" Water Line	57 L.F.	\$ 20	\$ 1,140.00
8" Water Line	2903 L.F.	25	72,575.00
8" 11 1/4° Bends	3 Ea.	550	1,650.00
8" 22 1/2° Bends	8 Ea.	550	4,400.00
8" x 6" Tees	4 Ea.	550	2,200.00
8" x 8" Tees	2 Ea.	600	1,200.00
8" x 6" Reducers	1 Ea.	500	500.00
6" Valves	5 Ea.	1,000	5,000.00
8" Valves	10 Ea.	1,500	15,000.00
Fire Hydrants	5 Ea.	3,400	17,000.00
Services	72 Ea.	1,200	86,400.00
		Subtotal	\$ 207,065.00
STREETS			
Mountable Curb w/Curb Drain	5085 L.F.	\$ 17	\$ 86,445.00
Vertical Curb	313 L.F.	13	4,069.00
5' Walk	5503 L.F.	25	137,575.00
8' Trail	108 L.F.	40	4,320.00
Handicap Ramps	8 Ea.	1,350	10,800.00
Asphalt	9362 S.Y.	25	234,050.00
Subgrade Preparation	9362 S.Y.	2.00	18,724.00
Street Lights	10 Ea.	3,500	35,000.00
Signing & Striping	1 L.S.	5,000	5,000.00
		Subtotal	\$ 535,983.00
SEWER			
8" Sewerline w/Underdrain	2929 L.F.	\$ 30	\$ 87,870.00
Sanitary Sewer Manholes	18 Ea.	1,850	33,300.00
Services	75 Ea.	850	63,750.00
		Subtotal	\$ 184,920.00
STORM SEWER			
18" RCP	987 L.F.	\$ 36	\$ 35,532.00
24" RCP	307 L.F.	48	14,736.00
5' Type 'R' Inlets	4 Ea.	3,000	12,000.00
24" Flared End Section	1 Ea.	850	850.00
Erosion Control	1 L.S.	15,000	15,000.00
5' Diameter Manholes	2 Ea.	2,500	5,000.00
4' Diameter Manholes	6 Ea.	2,000	12,000.00
		Subtotal	\$ 95,118.00
		SUBTOTAL	\$ 1,023,086.00
		15% Contingency	\$ 153,462.90
		TOTAL	\$ 1,176,548.90

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner: None

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, Four-Thousand Two-Hundred Ninety & No/100 Dollars (\$ 4,290.00) as reimbursement for 78 lots (\$ 55.00 per lot) within the Colliers Hill Filing No. 3D subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.

Reimbursements due Others: None

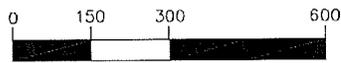
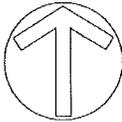
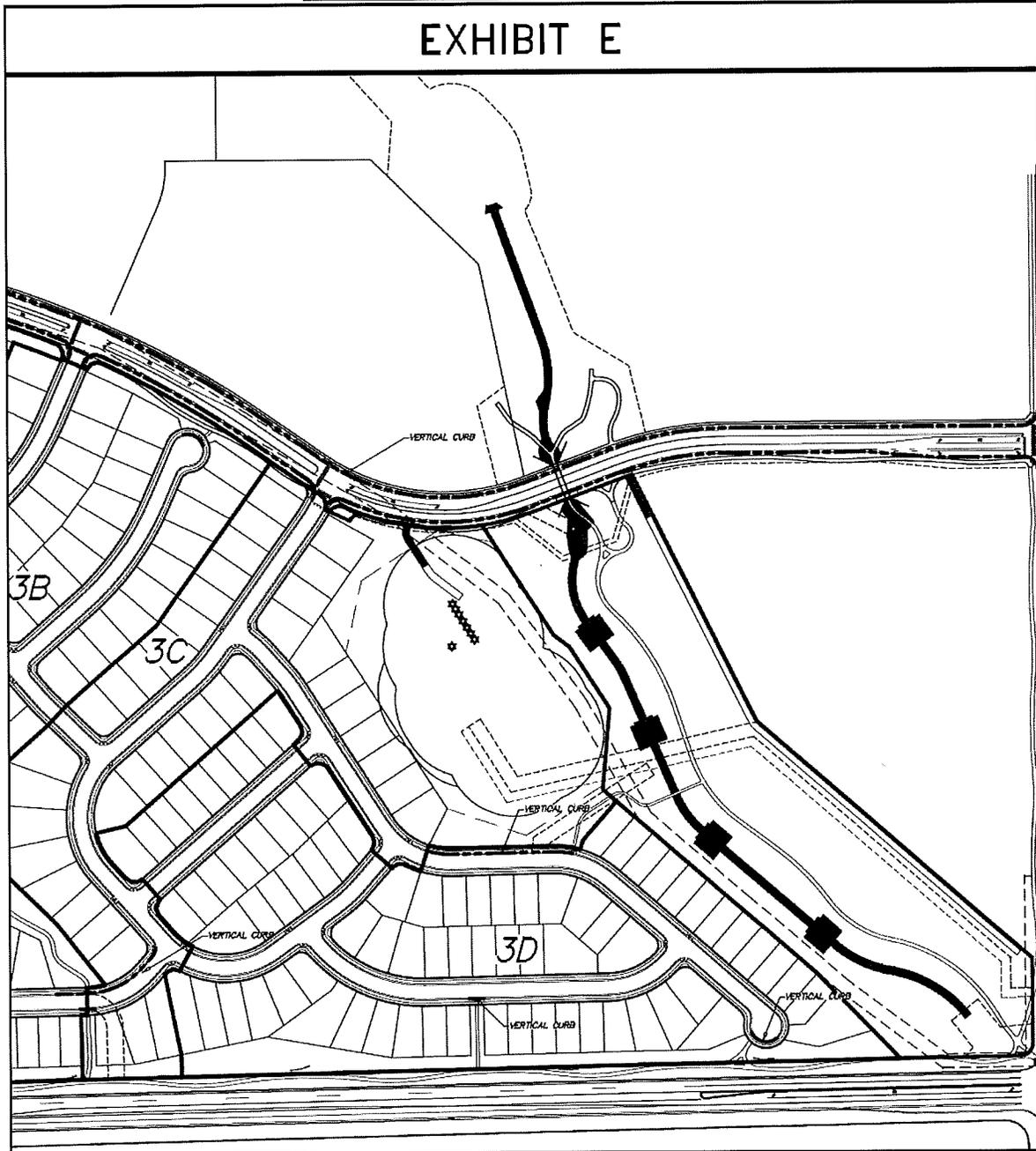
EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

EXHIBIT E

VERTICAL CURB LOCATION MAP



1 inch = 300 ft.

————— VERTICAL CURB AREA

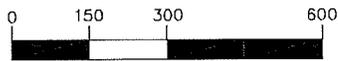
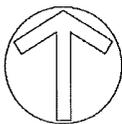
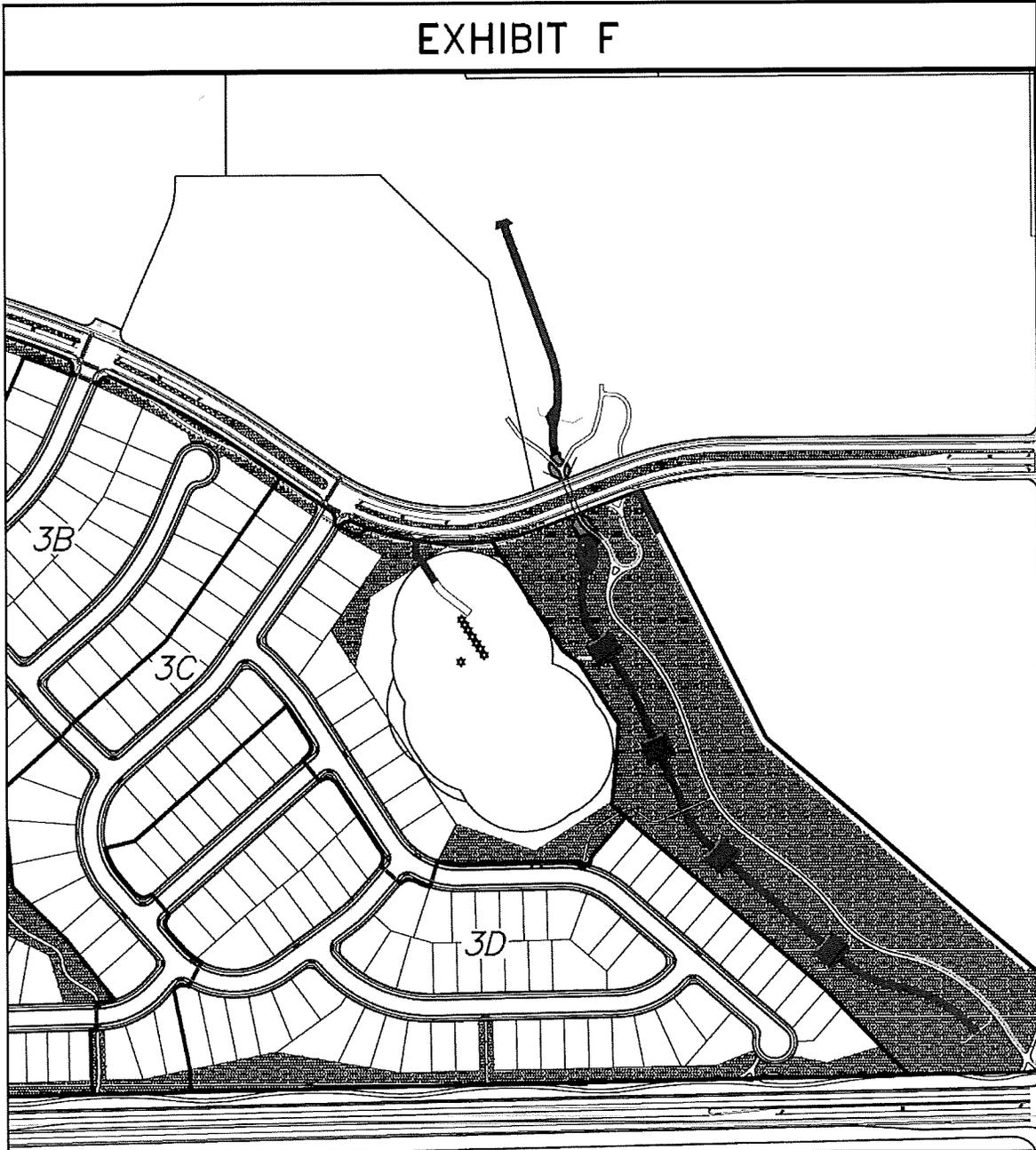
COLLIERS HILL
FILING 3D, COLORADO

HURST CIVIL ENGINEERING PLANNING SURVEYING www.hurst-assoc.com	SCALE	HOR. 1" = 300'
		VERT. N/A
	DESIGN/APPR.	JJ
	DRAWN BY	RH
	DATE	05/28/15
	SHEET 1 OF 1	
FILE: G:\202042\EXHIBITS\FILING 3- VERTICAL CURB EXHIBIT		

EXHIBIT F

LANDSCAPE MAINTENANCE MAP

EXHIBIT F



1 inch = 300 ft.



LANDSCAPE AREA
TO BE H.O.A. MAINTAINED

COLLIERS HILL
FILING 3D
ERIE, COLORADO

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105
www.hurst-assoc.com

SCALE HOR. 1" = 300'	DESIGN/APPR. JJ
VERT. N/A	DRAWN BY RH
	DATE 05/28/15
	SHEET 1 OF 1

FILE G:\202042\EXHIBITS\FILING 3--LANDSCAPE EXHIBIT

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3D, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Colliers Hill subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Bridgewater Master Subdivision Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Colliers Hill Filing No. 3D. There may be ongoing oil and gas operation and production of oil and gas within Colliers Hill Filing No. 3D, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Colliers Hill Filing No. 3D. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Colliers Hill Filing No. 3D, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Colliers Hill Filing No. 3D. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Colliers Hill Filing No. 3D and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Colliers Hill Filing No. 3D will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Colliers Hill Filing No. 3D to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Colliers Hill Filing No. 3D.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in Colliers Hill Filing No. 3D, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBIT H

AIRPORT DISCLOSURE

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3D, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this _____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT I

UNDERMINING DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Colliers Hill Filing No. 3D, Town of Erie, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

In accordance with requirements of the Town of Erie’s approval of the subdivision plat of Colliers Hill, Seller advises the undersigned, and the undersigned hereby acknowledges that it has been advised by Seller, and understands, that the Lot being purchased is or may be located above an inactive and abandoned coal mines, including but not limited to the Boulder Valley Mine (new), the Boulder Valley Mine (old), the Northwest Mine, the Clayton Mine and an Unknown Mine (collectively “Mines”). These Mines are several of many coal mines historically operated within Weld County. In connection with the review and approval of the final plat for Colliers Hill, the Town of Erie Community Development Department required a mine subsidence investigation summary report that was prepared by Western Environmental and Ecology, dated September 5, 1999. A copy of this report and an updated report prepared by CTL Thompson, Inc., dated October 14, 2010, (collectively “reports”) have been made available for inspection at the offices of the Town of Erie Town Clerk upon written request. The undersigned further acknowledges and agrees that it has been advised by Seller to review the Reports. The undersigned, for themselves, all occupants of the Lot, and their respective heirs, administrators, executors, and assigns, accepts the conditions of the Lot as it relates to the Lot’s location above the Mines, and assumes the risk of owning property that is or may be located above an inactive and abandoned coal mine.

IN WITNESS WHEREOF, the undersigned has/have executed this Undermining Disclosure this ____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires: _____

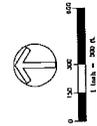
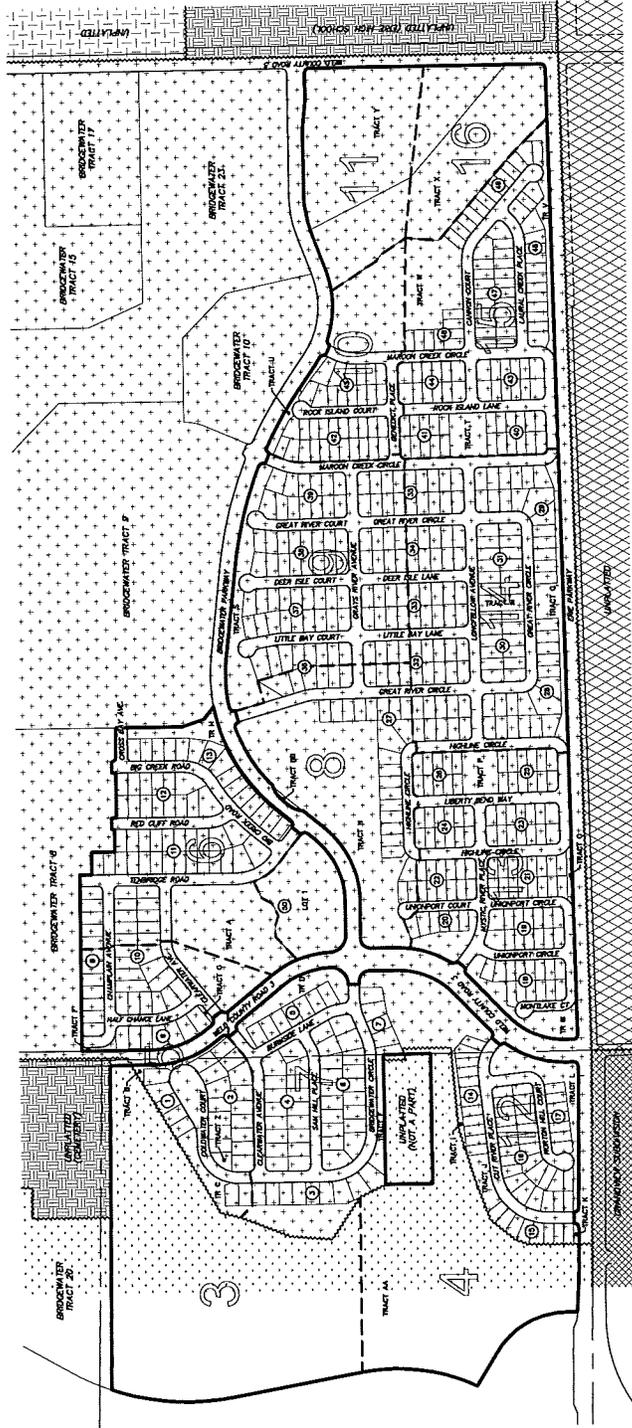
Notary Public

ATTACHMENT E

BRIDGEWATER PRELIMINARY PLAT NO. 1

SHEET 2 OF 16 - OVERALL/SHEET INDEX

PP-11-00005



ZONING OVERLAY

- TOWN OF ERIE (L (LOW DENSITY RESIDENTIAL))
- TOWN OF ERIE (O (OPEN SPACE))
- TOWN OF ERIE (P (PUBLIC LANS & INSTITUTIONS))
- TOWN OF ERIE (P (PLANNED DEVELOPMENT))
- TOWN OF ERIE (R (RURAL RESIDENTIAL))
- WELD COUNTY A (AGRICULTURAL)

NOTES:
1) ZONING INFORMATION FROM THE BRIDGEWATER PLD ZONING MAP WITH A REVISION DATE OF JUNE 09, 2011.

**BRIDGEWATER
PRELIMINARY PLAT NO. 1
OVERALL/SHEET INDEX
ERIE, COLORADO**

HSH

HSH ENGINEERING & ARCHITECTURE, P.C.
1319 West 14th Street, Suite 100
Erie, Colorado 80531
Phone: 303.425.1200
Fax: 303.425.1201
www.hsheng.com

ATTACHMENT F



TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME: <u>Colliers Hill F-3D</u>		
FILE NO: <u>FP-14-05044</u>	DATE SUBMITTED: <u>10/31/14</u>	FEES PAID: <u>2960-</u>

PROJECT/BUSINESS NAME: Colliers Hill

PROJECT ADDRESS: WCR 5 and Erie Parkway

PROJECT DESCRIPTION: Filing 3 D

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Colliers Hill

Filing #: 3D Lot #: _____ Block #: _____ Section: 17 Township: 1 North Range: 68 West

OWNER (attach separate sheets if multiple)	AUTHORIZED REPRESENTATIVE
Name/Company: <u>Community Development Group of Erie, Ir</u>	Company/Firm: <u>Community Development Group of Erie, Ir</u>
Contact Person: <u>Chuck Bellock</u>	Contact Person: <u>Jon Lee</u>
Address: <u>2500 Arapahoe Ave, Suite 220</u>	Address: <u>2500 Arapahoe Ave, Suite 220</u>
City/State/Zip: <u>Boulder, CO 80302</u>	City/State/Zip: <u>Boulder, CO 80302</u>
Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u>	Phone: <u>303-442-2299</u> Fax: <u>303-442-1241</u>
E-mail: _____	E-mail: <u>jonlee@cdgcolorado.com</u>

MINERAL RIGHTS OWNER (attach separate sheets if multiple)	MINERAL LEASE HOLDER (attach separate sheets if multiple)
Name/Company: <u>Anadarko E&P Company, LP</u>	Name/Company: <u>See SUAs</u>
Address: <u>P. O. Box 1330</u>	Address: <u>See SUAs</u>
City/State/Zip: <u>Houston, Texas 77251-1330</u>	City/State/Zip: <u>See SUAs</u>

LAND-USE & SUMMARY INFORMATION	
Present Zoning: <u>PD</u>	Gross Site Density (du/ac): <u>NA</u>
Proposed Zoning: <u>PD</u>	# Lots/Units Proposed: <u>48 lots and 1 tract</u>
Gross Acreage: <u>11.09</u>	Gross Floor Area: <u>N/A</u>

SERVICE PROVIDERS	
Electric: <u>United Power</u>	Gas: <u>Source Gas</u>
Metro District: <u>Colliers Hill Metropolitan District 1</u>	Fire District: <u>Mountain View</u>
Water (if other than Town): <u>Town</u>	Sewer (if other than Town): <u>Town</u>

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input checked="" type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	\$ 600.00	
		SERVICE PLAN	
		\$ 10,000.00	

All fees **include** both Town of Erie Planning & Engineering review. These fees **do not include** referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

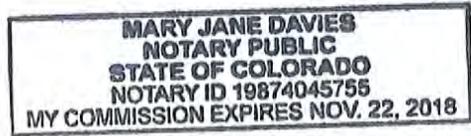
Owner: [Signature] Date: 10-30-14
 Owner: Community Development Group of Erie Date: _____
 Applicant: [Signature] Inc Date: 10-30-14

Jon Lee, Community Development Group of
 STATE OF COLORADO) Erie, Inc
 County of Boulder) ss.

The foregoing instrument was acknowledged before
 me this 30 day of October, 2014
 by Charles Bellock.

My commission expires: 11-22-18
 Witness my hand and official seal.

[Signature: Mary Jane Davies]
 Notary Public



Colliers Hill Third Filing Final Plats Narrative

General project concept and purpose of the request.

Colliers Hill (Bridgewater) was annexed and zoned by the Town in 2007. The project as proposed is poised to provide:

- Distinct neighborhoods centered on fingers of open space with miles of trails linking these neighborhoods to Old Town and Erie High School.
- A wide variety of quality housing for a diverse market segment of buyers, providing the necessary housing for Erie's long term primary employment goals and for the Town's current desires to accommodate retail services within the Town's core.
- Additionally, current and future residents of Erie who reside at Colliers Hill are the critical economic component for the long term services which Erie has committed to providing with their Recreation/Senior Center and Library.

The total land area within the Community.

965.83 acres

The total area of Filings 3A, 3B, 3C, 3D

68.44 acres

The total number of lots within in Filing 3A, 3B, 3C, 3D.

3A – 54
3B – 71
3C – 46
3D – 78
Total - 249 lots

Density – 3.64 per acre

The total land area to be preserved as Open Space and Landscaped Areas.

Approximately 12.6 acres of public and private Open Space and Landscaped Areas

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services, including schools, fire protection, water/sewer service, and utility providers.

- Water and Sewer: Adequate infrastructure is available for the Third Final Plats; future service for the remaining phases needed as described in the Daybreak Annexation Agreement
- Schools: The existing SVVSD Elementary, Middle and High School will serve this phase of development.
- Utility Providers: Adequate existing Town of Erie water and sewer; United Power electric; Source Gas; and Comcast cable and telephone.
- Fire Protection: Served by Mountain View Fire Protection from the station at the southwest corner of Bonanza Drive (WCR 3) and WCR 8.

A brief description regarding the location, function, and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings; and location.

- An Open Space area is located in the eastern portion of the Third Filing and will be landscaped with trees and native grasses.
- A Pocket Park is located in Filing 3B at Tract B
- The Private Amenity Facility, located north of Colliers Parkway, is under construction at this time.
- The function of each of these areas is outlined in the Annexation Agreement.

Ownership/Maintenance of public and private open space.

The Town will own and maintain all Open Space, meeting Town requirements. The Pocket Parks and the Private Amenity Facility will be owned and maintained by either the HOA or the Metro District.

Timing and Phasing.

If approved, construction is anticipated to begin in the summer of 2015 with the first building permits anticipated by November of 2015. All of Filings 3A – 3D will be constructed simultaneously.

MINUTES FROM NEIGHBORHOOD MEETING

COLLIERS HILL FILING 3 FINAL PLAT

MARCH 11, 2015

Meeting was held at 6:30 pm on Wednesday, March 11th.

Meeting was held at the Richmond American Sales Office in Colliers Hill – 411 Dusk Place.

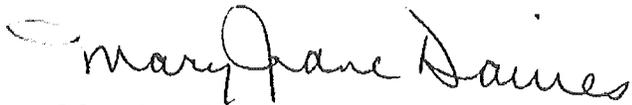
Attendees:

Jon Lee – Community Development Group

Mary Jane Davies – Community Development Group

Jessica Badalamenti – Richmond American Homes

No homeowners were in attendance.

A handwritten signature in cursive script that reads "Mary Jane Davies". The signature is written in black ink and is positioned above the printed name.

Mary Jane Davies

**TOWN OF ERIE
AFFIDAVIT OF NEIGHBORHOOD MEETING NOTICE POSTING**

COLLIERS HILL FILING 3 FINAL PLAT



I, TRAVIS YOUNG, ATTEST THAT NOTICE WAS POSTED IN ACCORDANCE WITH THE ERIE MUNICIPAL CODE, TITLE 10, – “UNIFIED DEVELOPMENT CODE AND DESIGN GUIDELINES,” AT LEAST 15 DAYS BEFORE THE SCHEDULED NEIGHBORHOOD MEETING, ON THE 24TH DAY OF FEBRUARY, 2015 A.D. THE PHOTOS, ABOVE, ARE A TRUE AND CORRECT PHOTO OF THE NEIGHBORHOOD MEETING NOTICE SO POSTED.

Travis Young

(SIGNATURE HERE)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF FEBRUARY, 2015 BY TRAVIS YOUNG.

WITNESS MY HAND AND OFFICIAL SEAL

Mary Jane Davies

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-22-2018

**MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974046758
MY COMMISSION EXPIRES NOV. 22, 2018**

Community Development Group of Erie, Inc.

February 24, 2015

NOTICE OF NEIGHBORHOOD MEETING

For: COLLIERS HILL FILING 3 FINAL PLAT

Presented by: Community Development Group of Erie

**When: March 11, 2015
6:30 PM**

**Where: Richmond American Sales Office in Colliers Hill
411 Dusk Place**

A neighborhood meeting is being held to discuss the Final Plat for Filing 3 in the Colliers Hill Community. Filing 3 will complete the residential from Erie Parkway to Colliers Parkway and east to nearly the high school. The property is a +/- 68 acre site located north of Erie Parkway and west of WCR 5. The applicant, Community Development Group of Erie, is proposing residential lots in conjunction with an open space buffer to the east.

Construction is anticipated to begin the summer of 2015. With the construction of this filing, Colliers Parkway will be completed to the east to intersect with WCR 5 and Erie Parkway will be widened from the community entrance to WCR 5.

Jon Lee, representative from Community Development Group of Erie (developer) will be present to discuss the plat.

You may contact Community Development Group of Erie at 303/442-2299 with any questions.

2500 Arapahoe Avenue, Suite 220, Boulder, Colorado
80302
(303) 442-2299 ... Fax (303) 442-1241

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **RESOLUTIONS:**
 Consideration Of Resolution 15-79: A Resolution For The Purpose Of
 Accepting A Grant Of Sanitary Sewer Utility Easement, And Setting Forth
 Details In Relation Thereto.

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	\$0
	Balance Available:	\$0
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**STAFF
RECOMMENDATION:** Approving Resolution 15-79 authorizing the acceptance of said easement and
 authorizing the Mayor to execute said easement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The developer of Colliers Hill has relocated a portion of sanitary sewer facilities that serves the development. In order for the Town to access and maintain the relocated sanitary sewer, an easement is required to cross a platted tract in Colliers Hill. The grant of utility easement to the Town is attached.

Staff Review:

_____ Town Attorney
_____ Town Clerk
 MS Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-79
- b. Grant of Permanent Access and Sanitary Sewer Utilities Easement Agreement

ATTACHMENT A

RESOLUTION NO. 15-79

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING A GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT FOR SANITARY SEWER IMPROVEMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Community Development Group of Erie, Inc. has relocated a portion of sanitary sewer facilities to service the Colliers Hill Subdivision; and

WHEREAS, in order for the Town to access and maintain the relocated sanitary sewer facilities, an easement is required for the facilities to cross property owned by the Colliers Hill Homeowners Association; and

WHEREAS, the Colliers Hill Homeowners Association has agreed to grant this easement to the Town, and the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to accept the access and utility easement agreement from the Colliers Hill Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby accepts the access and utility easement as set forth in "Exhibit A" and authorizes the appropriate Town Official to sign said easement.

Section 2. That accepting this access and utility easement is found to be in the best interest of the Town of Erie, and necessary for the preservation of public health and safety.

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, CMC, Town Clerk

EXHIBIT

EASEMENT DESCRIPTION:

AN EASEMENT ACROSS TRACT B OF "DAYBREAK FILING NO. 1B", LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID TRACT B BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COLLIERS PARKWAY;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT B THE FOLLOWING TWO COURSES:

- 1) 40.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°53'36", AND A CHORD BEARING S57°16'54"E, 36.54 FEET;
- 2) S10°20'05"E, 37.04 FEET TO THE POINT OF BEGINNING;

THENCE S61°56'14"W, 161.88 FEET;

THENCE S24°00'33"E, 202.70 FEET;

THENCE N33°21'57"E, 47.49 FEET TO THE EASTERLY LINE OF SAID TRACT B;

THENCE N24°00'33"W, 138.46 FEET ALONG THE SAID EASTERLY TRACT LINE;

THENCE CONTINUING N24°00'33"W 1.37 FEET;

THENCE N61°56'14"E, 113.80 FEET TO THE EASTERLY LINE OF SAID TRACT B;

THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING TWO COURSES:

- 1) 37.28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 05°46'24", AND A CHORD BEARING N13°13'17"W, 37.27 FEET;
- 2) N10°20'05"W, 4.17 FEET TO THE POINT OF BEGINNING, CONTAINING 12,348 SQUARE FEET, ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17, T1N, R68W OF THE 6TH P.M., BEING N00°13'30"W, 2.631.71' BETWEEN THE SOUTHEAST CORNER (2.5" ALUMINUM CAP, LS 23501 1993) AND THE EAST QUARTER CORNER (2" ALUMINUM CAP, LS 14083 1993).

DESCRIPTION BY:

BO BAIZE, COLORADO PLS 37990

FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

**UTILITY EASEMENT
TRACT B, DAYBREAK FILING NO. 1B
ERIE, COLORADO**

HURST

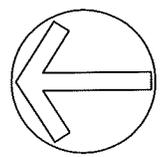
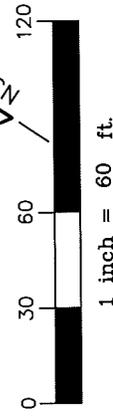
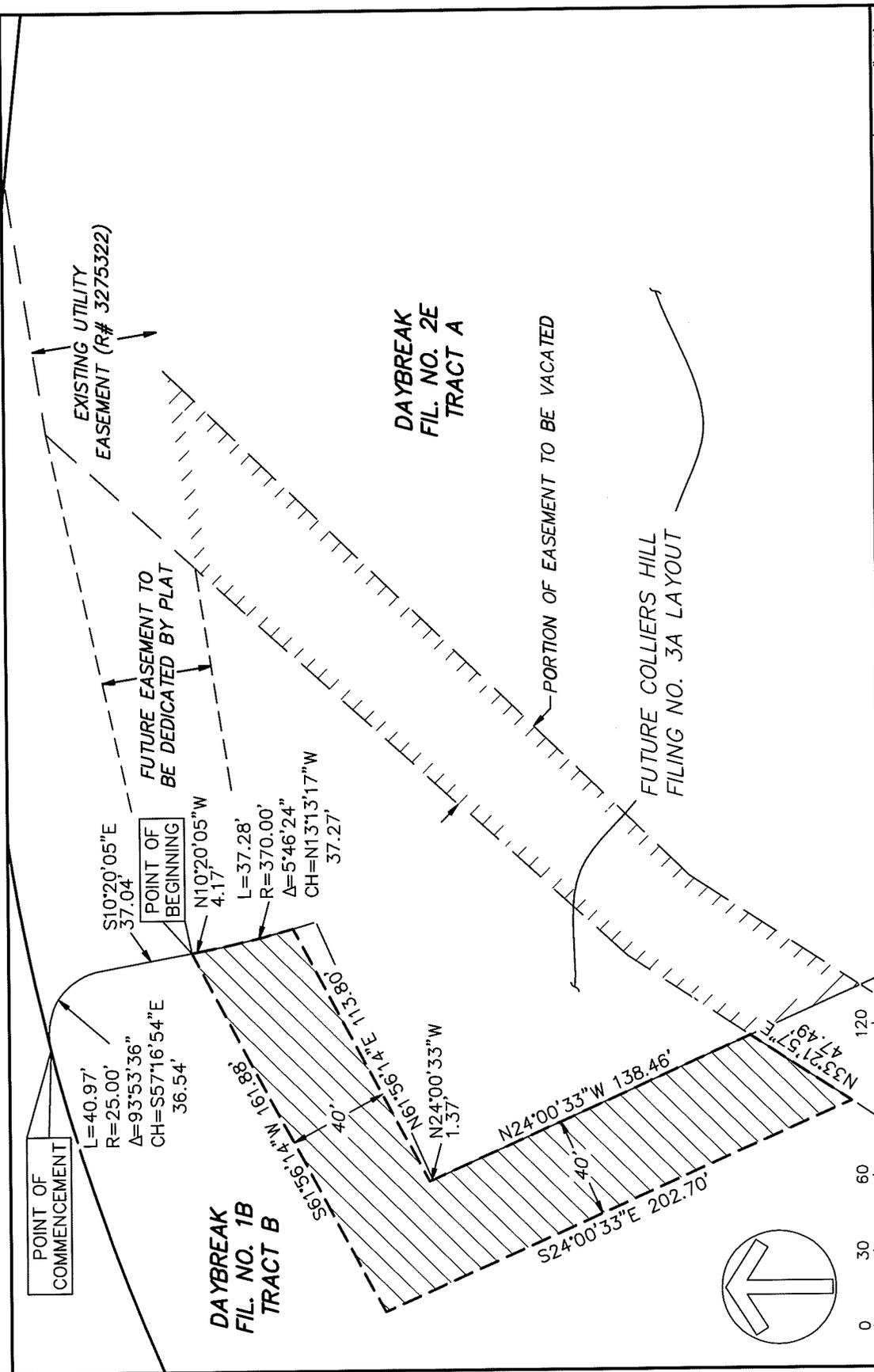
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SCALE	HOR. N/A
	VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	02/20/15
SHEET	1 OF 2

FILE G:\202042\SURVEY\LEGAL\DAYBREAK FIL 1B TRB ERIE ESMT RELOC

EXHIBIT



NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

UTILITY EASEMENT TRACT B, DAYBREAK FILING NO. 1B ERIE, COLORADO		SCALE: HOR. 1"=60' VERT. N/A
HURST CIVIL ENGINEERING PLANNING SURVEYING		DESIGN/APPR. BO DRAWN BY BO DATE 02/20/15
2500 Broadway, Suite B Boulder, CO 80304 303.449.9105 www.hurst-assoc.com		SHEET 2 OF 2 FILE G:\202042\SURVEY\LEGAL\DAYBREAK FIL 1B TRB ERIE ESMT RELOC

ATTACHMENT B

GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT, ("Agreement") made and entered into this ____ day of _____, 2015, by and between COLLIERS HILL MASTER ASSOCIATION, INC., a Colorado corporation, whose address is 2500 Arapahoe Avenue, Suite 220, Boulder, CO 80302, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Weld County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

WHEREAS, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more sanitary sewer lines, manholes, and all necessary appurtenances thereto (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").
2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.
3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If

Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or

subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of Weld, State of Colorado.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT as of the day and year first above written.

GRANTOR:

COLLIERS HILL MASTER ASSOCIATION, INC.
a Colorado corporation

By: _____
Jon Lee, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Jon Lee as President of the Colliers Hill Master Association, Inc.

WITNESS my hand and official seal.
My commission expires:

Notary Public

GRANTEE:

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

[Legal Description of the Property]

Daybreak Filing 1B, Tract B

Exhibit B

[Legal Description of the Easement Property]

EXHIBIT

EASEMENT DESCRIPTION:

AN EASEMENT ACROSS TRACT B OF "DAYBREAK FILING NO. 1B", LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID TRACT B BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COLLIER'S PARKWAY;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT B THE FOLLOWING TWO COURSES:

- 1) 40.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°53'36", AND A CHORD BEARING S57°16'54"E, 36.54 FEET;
- 2) S10°20'05"E, 37.04 FEET TO THE POINT OF BEGINNING;

THENCE S61°56'14"W, 161.88 FEET;

THENCE S24°00'33"E, 202.70 FEET;

THENCE N33°21'57"E, 47.49 FEET TO THE EASTERLY LINE OF SAID TRACT B;

THENCE N24°00'33"W, 138.46 FEET ALONG THE SAID EASTERLY TRACT LINE;

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- 2) N10°20'05"W, 4.17 FEET TO THE POINT OF BEGINNING, CONTAINING 12,348 SQUARE FEET, ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17, T1N, R68W OF THE 6TH P.M., BEING N00°13'30"W, 2.631.71' BETWEEN THE SOUTHEAST CORNER (2.5" ALUMINUM CAP, LS 23501 1993) AND THE EAST QUARTER CORNER (2" ALUMINUM CAP, LS 14083 1993).

DESCRIPTION BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

**UTILITY EASEMENT
TRACT B, DAYBREAK FILING NO. 1B
ERIE, COLORADO**

HURST

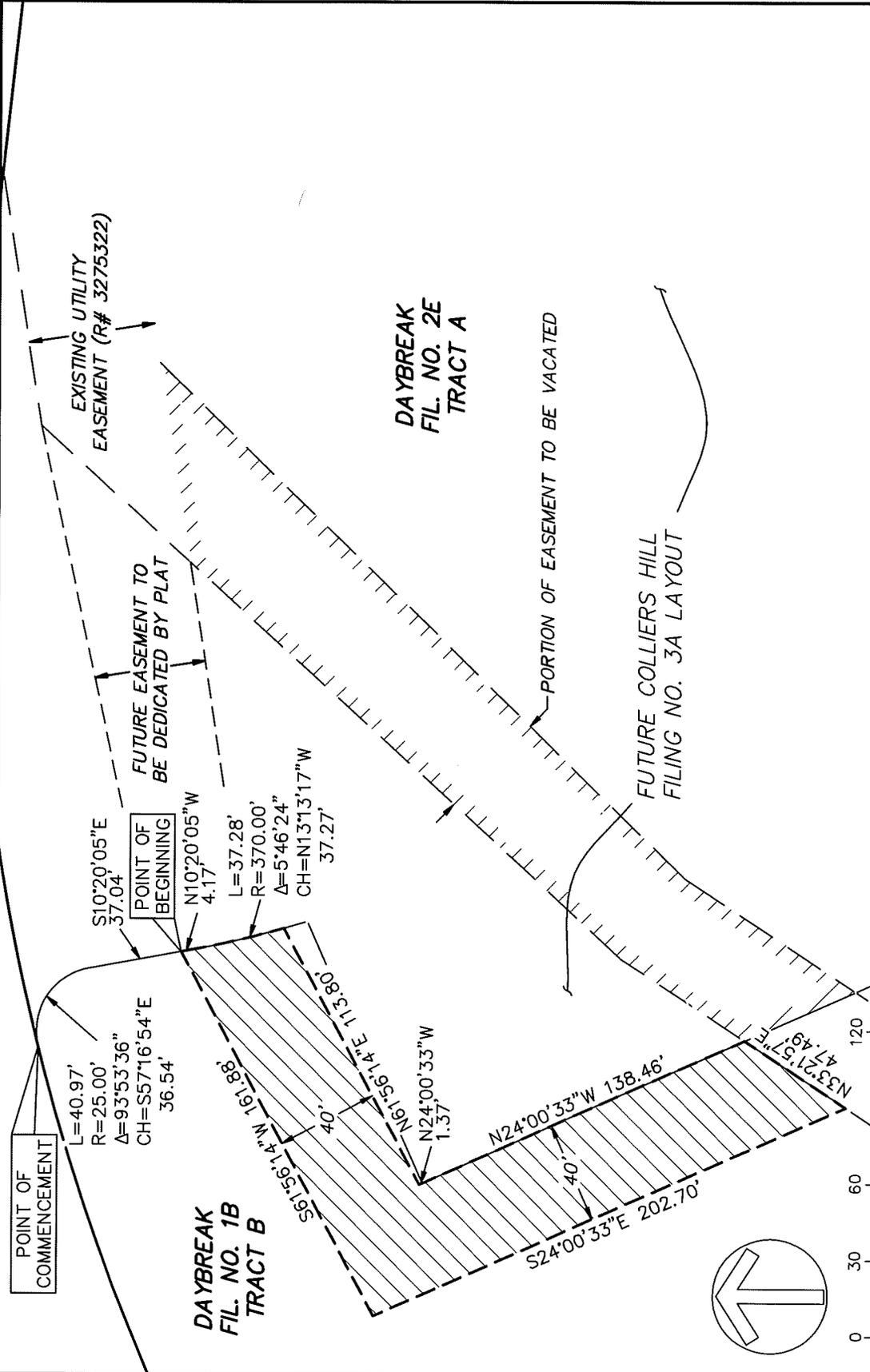
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303.449.9105
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SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	02/20/15
SHEET	1 OF 2

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EXHIBIT



**UTILITY EASEMENT
TRACT B, DAYBREAK FILING NO. 1B
ERIE, COLORADO**

SCALE: HOR. 1" = 60'
VERT. N/A

DESIGN/APPR. 2500 Broadway, Suite B
Boulder, CO 80304

DRAWN BY BO
DATE 02/20/15
303.449.9105
www.hurst-assoc.com

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

FILE G:\2020\2\SURVEY\LEGAL\DAYBREAK FIL 1B TRB ERIE ESMT RELOC

SHEET 2 OF 2

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: June 9, 2015

SUBJECT:

RESOLUTIONS:

CONSIDERATION OF RESOLUTION 15-80: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Authorizing The Appropriate Town Official To Sign The Colliers Hill Metropolitan District No. 2 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable Acceptance Of The Development Agreement; And, Setting Forth Details In Relation Thereto.

CODE REVIEW:

Erie Municipal Code, Title 10

PURPOSE:

Board of Trustees to consider authorization to sign the Colliers Hill Metropolitan District No. 2 Development Agreement.

DEPARTMENT:

Community Development

PRESENTER:

Todd Bjerkaas, Senior Planner

FISCAL

Cost as Recommended: na

INFORMATION:

Balance Available: na

Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000

New Appropriation Required: Yes No

STAFF

RECOMMENDATION:

Staff recommends the Board of Trustees authorize signature of the Colliers Hill Metropolitan District No. 2 Development Agreement with the following condition by approving Resolution 15-80:

- 1) A Letter Agreement shall be entered into by the Town of Erie, Community Development Group of Erie, Inc., and Oakwood Homes, LLC for the coordination of construction improvements to Erie Parkway prior to recordation of the Colliers Hill Metropolitan District No. 2 Development Agreement.

PLANNING COMMISSION

RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner/

Applicant: Community Development Group of Erie, Inc.

Attn: Jon Lee

2500 Arapahoe Road, Suite 220

Boulder, CO 80302

Location: Colliers Hill Filing No's. 3A through 3D.

Summary:

The Colliers Hill Metropolitan District No. 2 Development Agreement outlines public improvement and common facility improvements that the Owner or the Colliers Hill Metropolitan District No. 1 ("District") will construct as it relates to major infrastructural improvements to support Colliers Hill Filings 3A through 3D. The majority of these obligations have been previously outlined in the Bridgewater Annexation Agreement, and the amendments thereto. These obligations will be guaranteed in compliance with the Town Code with the District providing security for said improvements described in the agreement in the form of a letter of credit.

The District is responsible for the following major infrastructural improvements that will facilitate the construction of the Colliers Hill Filings 3A, 3B, 3C and 3D and future Colliers Hill filings.

- Erie Parkway improvements.
- Colliers Parkway construction from the entrance of Filing 2B east to the Weld County Road 5 intersection.
- Installation of landscaping within the landscape buffers of Colliers Parkway.
- Installation of a Pocket Park in Colliers Hill Filing No. 3B.
- Installation of wet utilities (potable water, sanitary sewer, storm water).
- Installation of infrastructure to support the non-potable water system.
- Installation of drainage improvements, including detention pond.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees authorize signature of the Colliers Hill Metropolitan District No. 2 Development Agreement with the following condition by approving Resolution 15-80:

- 1) A Letter Agreement shall be entered into by the Town of Erie, Community Development Group of Erie, Inc., and Oakwood Homes, LLC for the coordination of construction improvements to Erie Parkway prior to the recordation of the Colliers Hill Metropolitan District No. 2 Development Agreement.

Staff Review:

___ Town Attorney
___ Town Clerk
 Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-80
- b. Colliers Hill Metropolitan District No. 2 Development Agreement

ATTACHMENT A

RESOLUTION NO. 15-80

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COLLIERS HILL METROPOLITAN DISTRICT NO. 2 DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO APPROVING THE DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the approval of the Colliers Hill Metropolitan District No. 2 Development Agreement, pursuant to the application of Community Development Group of Erie, Inc., 2500 Arapahoe Road, Suite 220, Boulder, CO 80302, for the Colliers Hill property, Town of Erie, County of Weld, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to approve the Colliers Hill Metropolitan District No. 2 Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner and the Colliers Hill Metropolitan District No. 1, or their assignees; and,

WHEREAS, the Board of Trustees of the Town of Erie, believes it is in the best interest of the Town and its citizens to approve the Colliers Hill Metropolitan District No. 2 Development Agreement as provided for herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby approves the Colliers Hill Metropolitan District No. 2 Development Agreement for the Colliers Hill property and authorizes the appropriate Town Official to sign and bind the Town to the Colliers Hill Metropolitan District No. 2 Development Agreement with the following condition:

- 1) A Letter Agreement shall be entered into by the Town of Erie, Community Development Group of Erie, Inc., and Oakwood Homes, LLC for the coordination of construction improvements to Erie Parkway prior to the recordation of the Colliers Hill Metropolitan District No. 2 Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 9th day of June 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT B

**COLLIERS HILL
METROPOLITAN DISTRICT DEVELOPMENT AGREEMENT NO. 2**

THIS METROPOLITAN DISTRICT DEVELOPMENT AGREEMENT (“Agreement” or “District Agreement”) is made and entered into this ____ day of _____ 2013, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation**, 2500 Arapahoe Avenue, Suite 220, Boulder, CO 80302, hereinafter referred to as “Owner;” and the **COLLIERS HILL METROPOLITAN DISTRICT NO. 1**, 2500 Arapahoe Avenue, Suite 220, Boulder, Co. 80302, herein referred to as “District;” and

WHEREAS, the Bridgewater and Daybreak community has been renamed Colliers Hill.

WHEREAS, Erie and Owner previously entered into the Bridgewater Annexation Agreement, dated October 9, 2007, and recorded in the real property records of the Weld County Clerk and Recorder at Reception No. 3518317 hereinafter referred to as the “Bridgewater Annexation Agreement;” and

WHEREAS, Erie and Owner previously entered into the First Amendment to the Bridgewater Annexation Agreement, dated December 13, 2010, and recorded in the real property records of the Weld County Clerk and Recorder at Reception No. 3741841 hereinafter referred to as the “First Amendment to the Bridgewater Annexation Agreement;” and

WHEREAS, Erie and Owner previously entered into the Second Amendment to the Bridgewater Annexation Agreement, dated October 4, 2011, and recorded in the real property records of the Weld County Clerk and Recorder at Reception No. 3798317 hereinafter referred to as the “Second Amendment to the Bridgewater Annexation Agreement;” and

WHEREAS, Erie and Owner previously entered into the Third Amendment to the Bridgewater Annexation Agreement, dated January 8, 2013, and recorded in the real property records of the Weld County Clerk and Recorder at Reception No. 3904988 hereinafter referred to as the “Third Amendment to the Bridgewater Annexation Agreement;” and

WHEREAS, Erie and Owner previously entered into the Bridgewater PUD Overlay Map Amendment No. 1, dated August 31, 2011, and recorded in the real property records of the Weld County Clerk and Recorder at Reception No. 3789472 hereinafter referred to as the “PUD;” and

WHEREAS, four final plats for Colliers Hill (“Development”); Colliers Hill Filing No. 3A (“Filing 3A”), Colliers Hill Filing No. 3A (“Filing 3B”), Colliers Hill Filing No. 3A (“Filing 3C”) and Colliers Hill Filing No. 3A (“Filing 3D”) all attached hereto as “Exhibit A” and incorporated herein by reference. Said final plats have been approved by Erie; and

WHEREAS, the regulations of Erie require that the District enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

District shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with District.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement, except as otherwise provided in Section IX. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

District agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. District agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

District shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

District agrees to furnish, at its expense, all necessary engineering and consulting services

relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for public improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

District shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for public improvements as established by Erie, and Erie shall notify District of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, District shall obtain a PIP from Erie as provided for in the Erie Municipal Code (“Code”). The PIP application, fees, plans, specifications and any other data filed by District will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue District the PIP. District shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, District shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. District shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at District’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted public improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays,

inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. District shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the common facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's "Standards and Specifications for Design and Construction of Public Improvements."

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, District shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. District is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at District's expense. District shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

District shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

District shall furnish and install, at its own expense, the street improvements in

conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

District shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

District will furnish and install at District's expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

District shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be District's obligation. District shall cause, at its own expense, United Power to install all required street lighting pursuant to United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

District shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

District shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by District in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by District until Erie approves drainage improvement plans by the issuance of the PIP. District shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the District in accordance with accepted construction plans.
3. District shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required

during construction. A copy of this permit shall be submitted to Erie.

4. District shall be responsible for obtaining a Town of Erie “Grading and Stormwater Quality Permit” per Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, District shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. District shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and common facilities other than single-family detached development, District shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

District shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after improvements are substantially complete, District shall request of the Town Administrative Official an inspection by Erie. If District does not request this inspection within ten (10) days of completion of improvements, Erie may conduct the inspection without the approval of District. District shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If District has not completed appropriate residential phase or commercial phase improvements as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If improvements completed by District are satisfactory, the Town Administrative Official shall grant “construction acceptance”, which shall be subject to “final acceptance” as set forth herein. If improvements are not satisfactory, the Town Administrative Official shall provide written notice to District of the repairs, replacements, construction or other work required to receive “construction acceptance”. District shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After District completes the repairs, replacements, construction or other work required, District shall request of the Town Administrative Official a re-inspection of such work to determine if construction acceptance can be granted, and Erie shall provide written notice to District of the acceptability or unacceptability of such work prior to proceeding to complete any such work at District's expense. If District does not complete the repairs, replacements, or other work required within thirty (30) days of said notice,

Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Erie prior to Construction Acceptance.

Additionally, for Common Facilities, the District shall include the HOA (as defined below), maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the common facility for maintenance from this final owner

B. Maintenance of Improvements

1. **Warranty**

District shall provide Erie with a minimum two (2) year warranty, from the date of construction acceptance, on all Public Improvements and shall provide the two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

For a two (2) year period from the date of "construction acceptance" of any public improvements related to the Development, District shall, at its own expense, take all actions necessary to maintain said public improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after District's receipt of written notice from Erie requesting such repairs or replacements, District has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of "construction acceptance", or as soon thereafter as weather permits, District shall request a "final acceptance" inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the public improvements and shall notify District in writing of all deficiencies and necessary repairs. After District has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to District a letter of "final acceptance", as soon as reasonably possible thereafter. If District does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the public improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If District fails to have public improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any public improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the District shall be in default of

the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of District to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event District shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If District fails to so reimburse Erie, then District shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

District has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those public improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve District from responsibility for furnishing, installing or constructing such improvement. The District shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

District shall submit to Town Administrative Official an Improvement Guarantee for all public improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements and Common Facilities to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon "construction acceptance" of the public improvements in each phase through "final acceptance": 25% of the amount(s)

shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."

- c) Upon "Construction Acceptance" of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the District fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the District shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the District within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. District is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the District to the Town, then Erie shall furnish written notice to District of the condition, and within thirty (30) days of receipt of such notice District shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If District fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the

security into compliance, then District is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to District within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

District's Phasing Plan is detailed on "Exhibit D." The improvements described herein shall be completed in one phase. The completion of each phase of Development, including public, common facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require District to build utility lines and other infrastructure large enough to serve property other than District's (oversizing). Erie may also require District to construct or participate in the construction of certain off-site public improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to District for Qualifying Public Improvements Constructed by District

District is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site public improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or public improvements, Erie will require as a condition of approval, a proportional reimbursement to District as described in "Exhibit C." attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to District in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or public improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from District for Qualifying Public Improvements Constructed by Others

District will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by District's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

District agrees that during construction of the Development and improvements described herein, District will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, District agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If District does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to District, at District's expense. District also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If District does not abate, or if an emergency exists, Erie may abate at District's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

The Bridgewater Annexation Agreement dated October 9, 2007 and recorded on November 19, 2007 at reception No. 3518317 and any amendments thereto details many of the Special Provisions for the entire Colliers Hill project.

A. Transportation

1. Colliers Parkway.

District shall construct Colliers Parkway and all associated traffic, pedestrian, landscape, and drainage improvements as shown on the accepted construction plans. The mast arm traffic signal at Colliers Parkway and WCR 5 shall be operational concurrent with the opening of Colliers Parkway to public traffic. Due to the anticipated late fall roadway completion, landscaping and street lights will not be required to be complete prior to issuing building permits in Filing 3A and/or Filing 3B.

2. Erie Parkway

District shall construct Erie Parkway as outlined in the Letter Agreement, dated _____ between the District, Town, and Oakwood Homes.

B. Phasing Map (“Exhibit D”)

The improvements identified on “Exhibit D” will be installed in one phase.

C. Installation of Open Space, Parks, Landscaping and Trails

1. Pocket Park.

The District shall construct the Pocket Park in Tract B of Filing 3B. The Pocket Park shall meet the standards as outlined in the Code and the Bridgewater Annexation Agreement, and as shown on accepted construction plans. The District shall purchase a water tap and pay the necessary raw water dedication fees to the Town for the active portion of the Pocket Park adjacent to Lot 1, Block 5 of Filing 3B. The balance of this Tract shall be irrigated with non-portable water.

D. Drainage Improvements

1. Subject to the Town's approval, Tract B of Filing 3D will contain drainage facilities which the District shall incorporate within the open space as shown on the accepted construction plans. The District shall be responsible for the drainage improvements north of Colliers Parkway in Tract 10 and 23 of the Bridgewater Master Plat which include a water quality and stormwater detention area in accordance with the approved plans. All drainage facilities located in Tract B of Filing 3D and Tract 10 and 23 of the Bridgewater Master Plat shall be maintained by the Colliers Hill Master Association, Inc.
2. Reimbursement.
Upon completion of the above described storm drainage improvements as well as others in the First Development Phase, and upon showing of final costs of construction for said storm drainage improvements, the Town shall reimburse the District an amount limited to \$2,000,000 for actual cost spent by District for the described storm drainage improvements. The reimbursement is outlined in "Exhibit C."

E. Disclosure Statements

No private ownership lots are associated with this Agreement and therefore the disclosure statements required by the Bridgewater Annexation Agreement, as may be amended are not applicable.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Filing 3A, Filing 3B, Filing 3C and Filing 3D final plats for Colliers Hill each constitute a "site specific development plan" pursuant to C.R.S. 24-68-101 et. Seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to

Erie prior to signatures being affixed to this agreement.

C. Default

If Owner or District fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner or District in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner or District. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner or District shall be paid by Owner or District. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's or District's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner or District fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner or District in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner or District, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

District shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

District, to the extent permitted by law, and without waiving any immunity afforded under the Colorado Governmental Immunity Act, and Owner agree to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner and/or District, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's or District's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's or District's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner or District shall be limited to

suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner or District acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity afforded under the Colorado Governmental Immunity Act is waived and no specific relationship with or duty of care to, Owner, District or third parties is created or assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at District's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Development, and shall constitute covenants running with the land. Owner or District shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H. has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at District's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner or District shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:	Owner:
Town of Erie Town Administrator P.O. Box 750 Erie, Colorado 80516-0750	Community Development Group of Erie, Inc. Charles R. Bellock 2500 Arapahoe Road, Suite 220 Denver, CO 80302
Mark Shapiro Mark R. Shapiro, PC 1650 38 th Street, Suite 103 Boulder, CO 80301-2624	James Johnson Otten Johnson Robinson Neff & Ragonetti, P.C. 950 17 th Street, Suite 1600 Denver, CO 80202
	District: Colliers Hill Metropolitan District No. 1 2500 Arapahoe Road, Suite 220 Boulder, CO 80302
	Sean Allen White ,Bear & Ankele 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever District is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of District.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Except for those portions of the Development previously conveyed to the Town, Owner warrants to Erie that Community Development Group of Erie, Inc. is the record owner for those portions of the property within the Development that the Public Improvement and Common Facilities are to be constructed upon. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner, the District and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF ERIE:

OWNER:
COMMUNITY DEVELOPMENT GROUP
OF ERIE, INC.

Tina Harris, Mayor

By: _____

DISTRICT:
COLLIERS HILL METROPOLITAN
DISTRICT NO. 1

By: _____

ATTEST:

Nancy J. Parker, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Community Development
Group of Erie, Inc.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__, by
_____ as _____ of Colliers Hill Metropolitan
District No. 1.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – COLLIERS HILL FILING 3A, FILING 3B, FILING 3C, FILING 3D FINAL PLATS

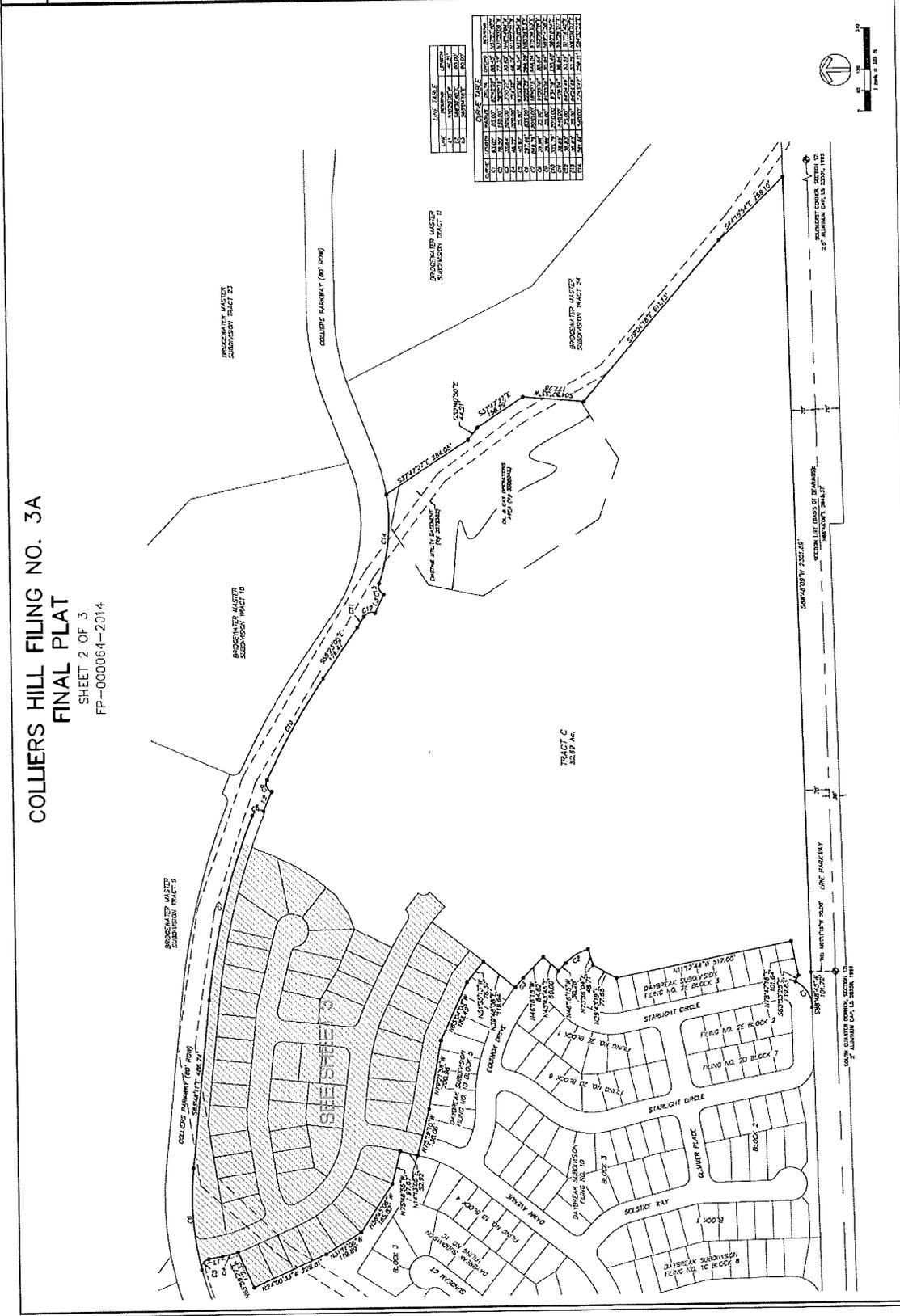
EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

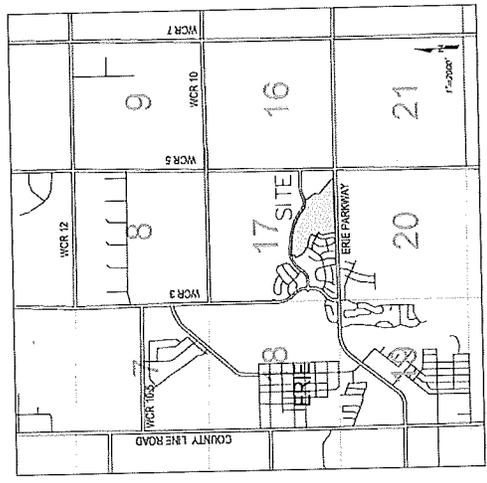
COLLIERS HILL FILING NO. 3A
 FINAL PLAT
 SHEET 2 OF 3
 FP-000064-2014

COLLIERS HILL FILING NO. 3A FINAL PLAT SHEET 2 OF 3 FP-000064-2014	HURST CIVIL ENGINEERS 200 BROADWAY, SUITE 200 HUNTSVILLE, AL 35894 256-885-1111	COUNTY OF MADISON, ALABAMA FILING NO. 2014-01-01 DATE 01/01/2014 TIME 09:00 AM FILED 01/01/2014	COLLIERS HILL FILING NO. 3A FINAL PLAT EMIL COOKWOOD
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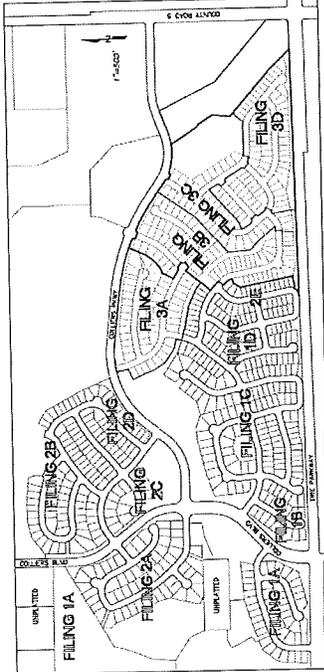


COLLIERS HILL FILING NO. 3B FINAL PLAT

A REPLAT OF TRACT C, COLLIERS HILL FILING NO. 3A
LOCATED IN THE SOUTH HALF OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO
52.69 ACRES - 71 LOTS, 4 TRACTS
FP-000065-2014



VICINITY MAP



FILING 3 KEY MAP

CONVEYANCE WARRANTIES:
THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

ACKNOWLEDGEMENT:
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument was acknowledged before me as a Notary Public in and for the County of Weld, State of Colorado, on this _____ day of _____, 2014.

NOTICE:
THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERENCED HEREIN. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

RECORDING:
THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERENCED HEREIN. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

EXHIBITS:
THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERENCED HEREIN. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

GENERAL NOTES:
THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERENCED HEREIN. THE SELLER WARRANTS THAT THE INFORMATION SHOWN ON ALL THE PLATS AND RECORDS IN CONNECTION WITH THIS PROJECT IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

NO.	DATE	REVISIONS
1	11/11/14	INITIAL PLAN
2	11/11/14	REVISIONS
3	11/11/14	REVISIONS
4	11/11/14	REVISIONS
5	11/11/14	REVISIONS
6	11/11/14	REVISIONS
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27	11/11/14	REVISIONS
28	11/11/14	REVISIONS
29	11/11/14	REVISIONS
30	11/11/14	REVISIONS

FOR REVIEW

DATE: 11/11/14

BY: [Signature]

HURST ENGINEERS
215 S. BROADWAY
DENVER, CO 80202
303.449.1111

COLLIERS HILL FILING NO. 3B

FINAL PLAT

ENCL. CO. 000000

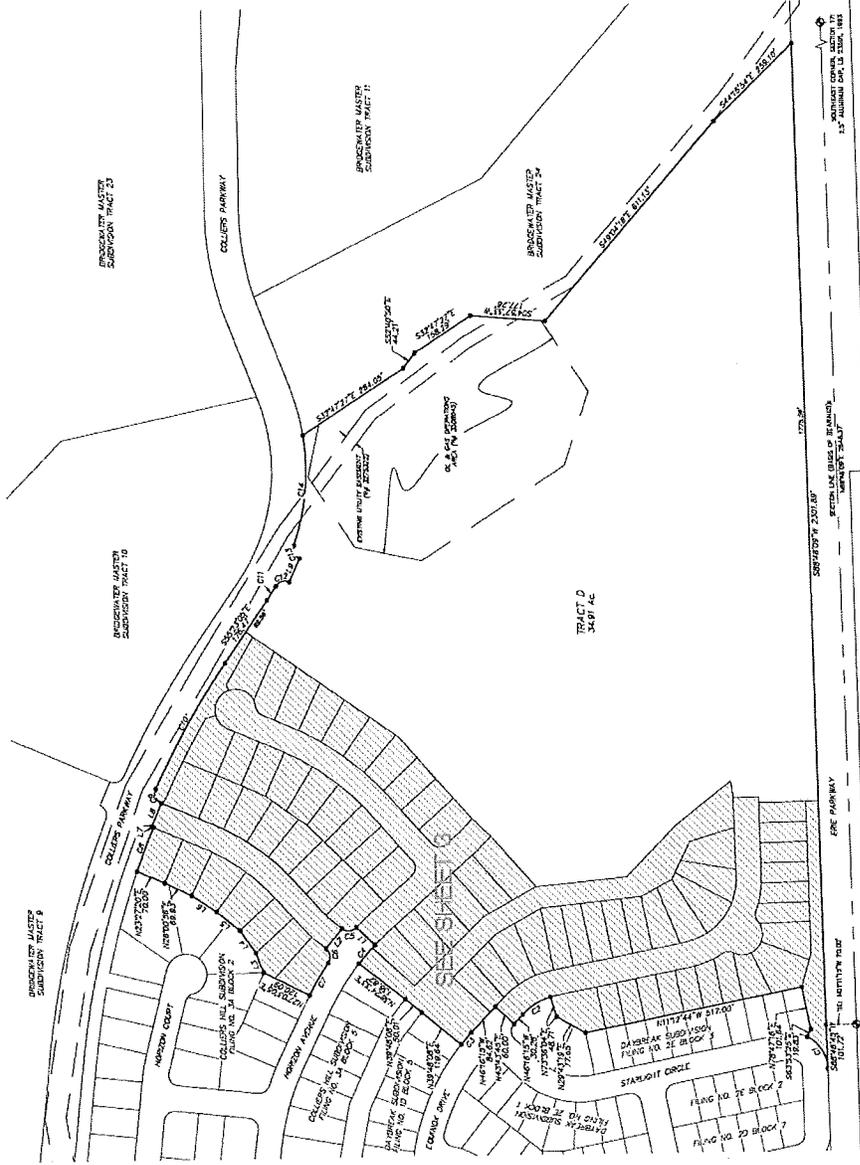
FOR REVIEW

DATE: 11/11/14

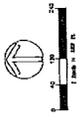
BY: [Signature]

**COLLIERS HILL FILING NO. 3B
FINAL PLAT**

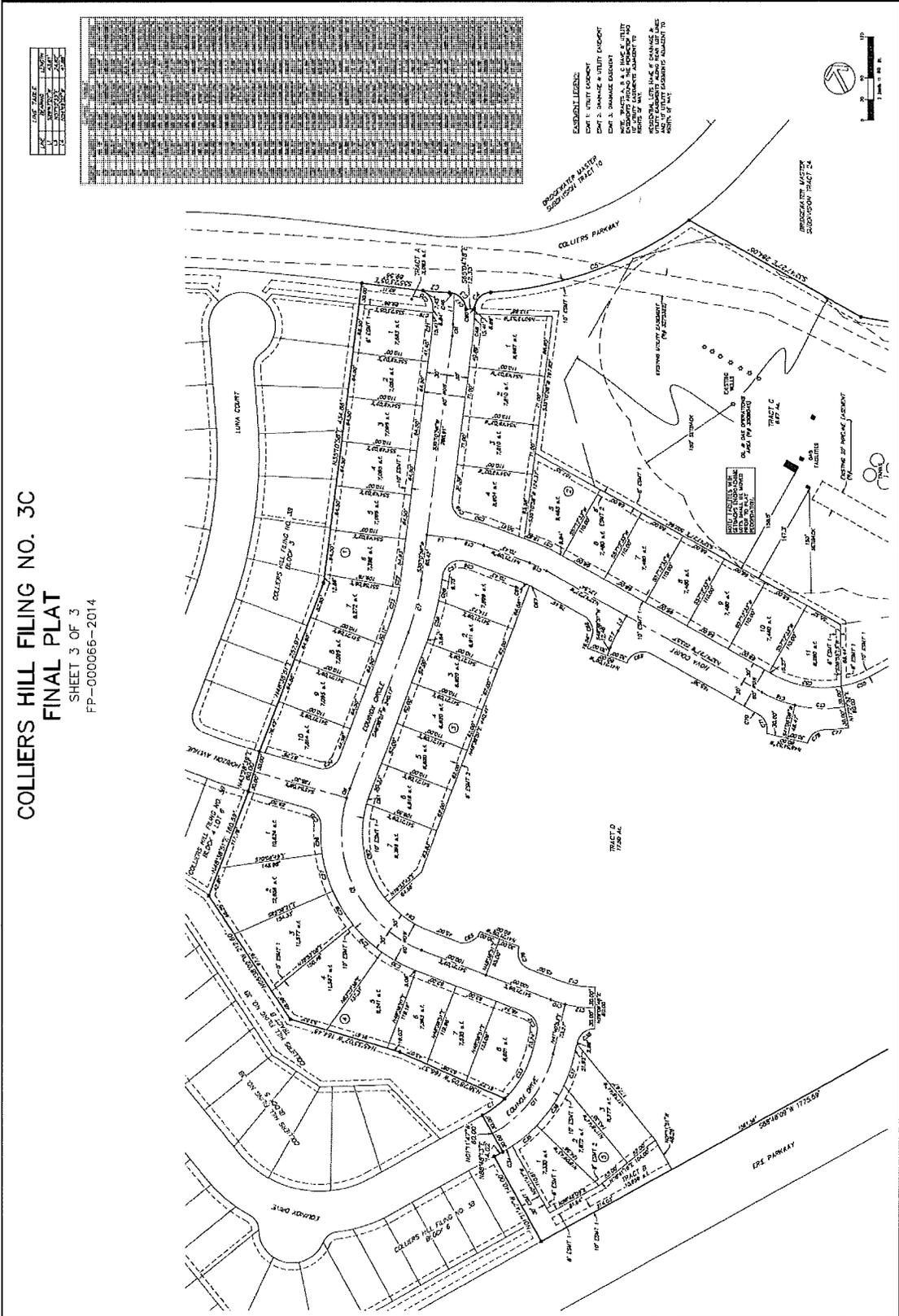
SHEET 2 OF 3
FP-000065-2014



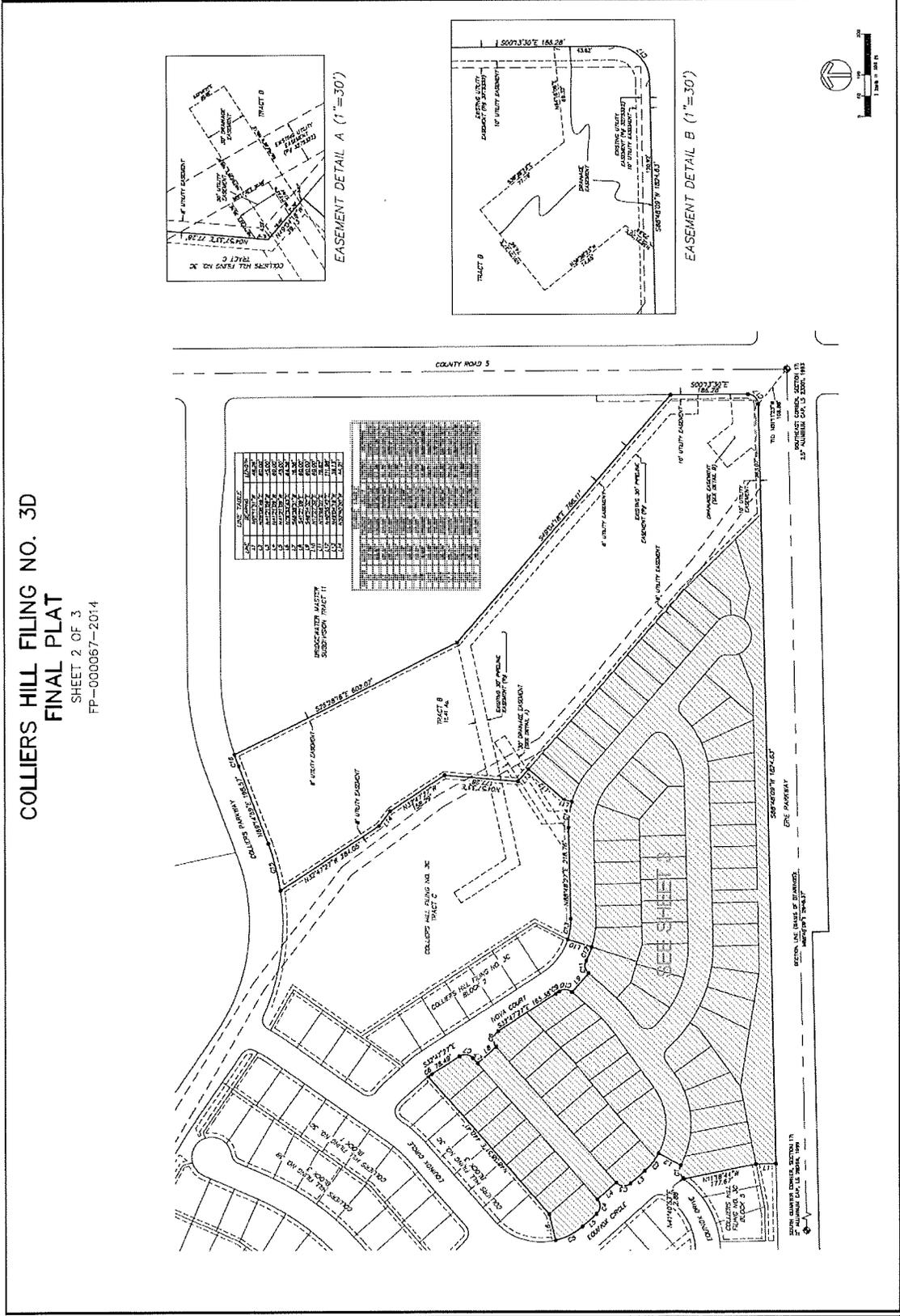
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96	LOT 96	0.10
97	LOT 97	0.10
98	LOT 98	0.10
99	LOT 99	0.10
100	LOT 100	0.10



SCALE: AS SHOWN ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF	FOR REVIEW	HURST CIVIL ENGINEERING 2025 BARKER RD SUITE 200 FARMINGTON, CT 06030 TEL: 860-671-1111 FAX: 860-671-1112	DAYBREAK FILING NO. 3B FINAL PLAT FILE: CO-06460	SHEET NO. 2 OF 3 DATE: 06/02/15 TIME: 10:00 AM DRAWN BY: JLM CHECKED BY: JLM PROJECT NO.: 14-000065
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COLLIERS HILL FILING NO. 3C
 FINAL PLAT
 SHEET 3 OF 3
 FP-000066-2014



COLLIERS HILL FILING NO. 3D
 FINAL PLAT
 SHEET 2 OF 3
 FP-000067-2014

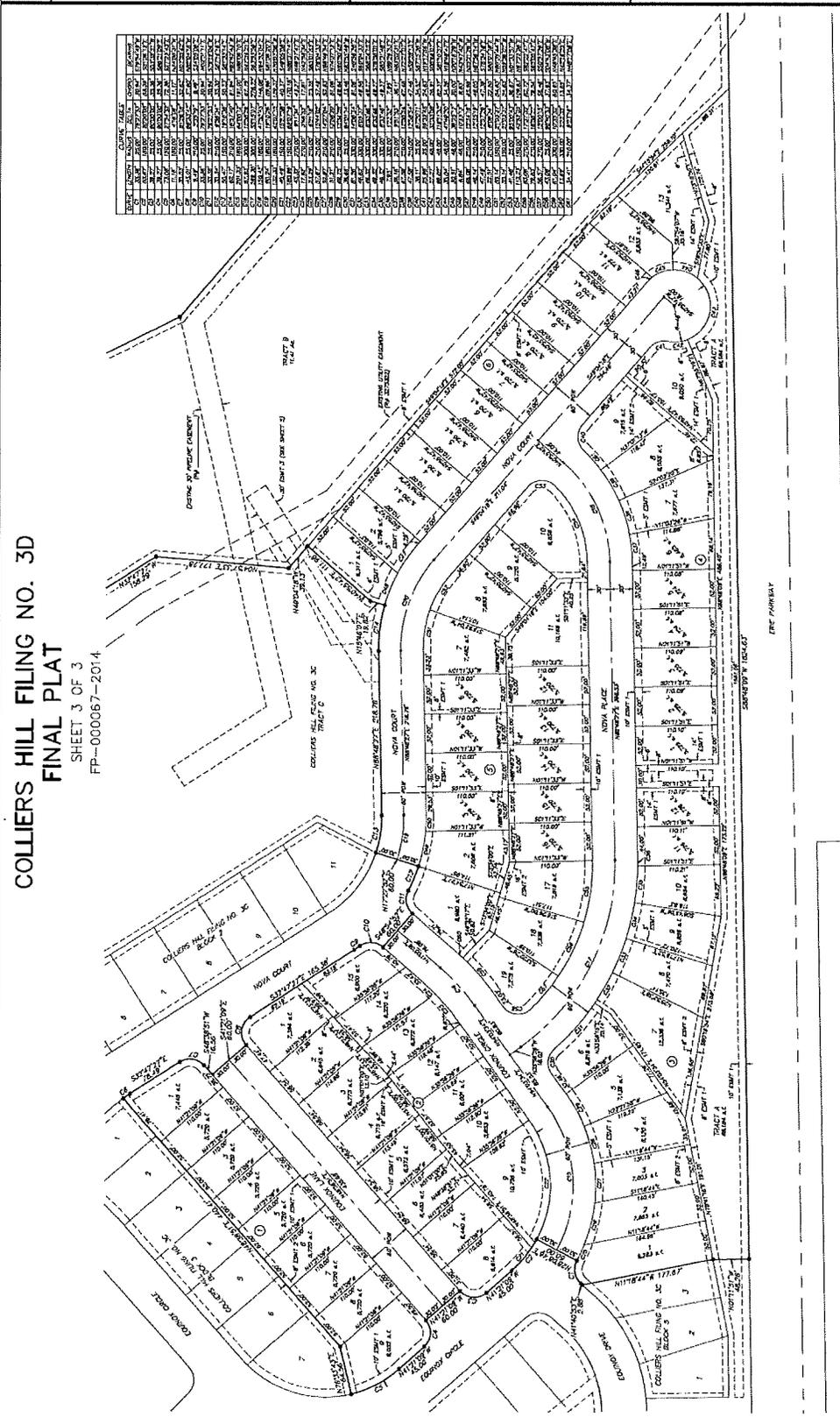
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14	0.51	...
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17	0.60	...
18	0.63	...
19	0.66	...
20	0.69	...
21	0.72	...
22	0.75	...
23	0.78	...
24	0.81	...
25	0.84	...
26	0.87	...
27	0.90	...
28	0.93	...
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91	2.82	...
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95	2.94	...
96	2.97	...
97	3.00	...
98	3.03	...
99	3.06	...
100	3.09	...

COLLIERS HILL FILING NO. 3D
FINAL PLAT
SHEET 3 OF 3
FP--000067-2014

PLANNING
ENGINEERING
HURST
P.O. BOX 1000
DENVER, CO 80202

COLLIERS HILL FILING NO. 3D
FINAL PLAT
ENGINEER
DATE
SCALE

DATE
SCALE
SHEET NO.
SHEET TOTAL



LOT	AREA	OWNER	REMARKS
1	0.12
2	0.15
3	0.18
4	0.21
5	0.24
6	0.27
7	0.30
8	0.33
9	0.36
10	0.39
11	0.42
12	0.45
13	0.48
14	0.51
15	0.54
16	0.57
17	0.60
18	0.63
19	0.66
20	0.69
21	0.72
22	0.75
23	0.78
24	0.81
25	0.84
26	0.87
27	0.90
28	0.93
29	0.96
30	0.99
31	1.02
32	1.05
33	1.08
34	1.11
35	1.14
36	1.17
37	1.20
38	1.23
39	1.26
40	1.29
41	1.32
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98	3.03
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100	3.09

COLLIERS HILL FILING NO. 3D
FINAL PLAT
SHEET 3 OF 3
FP--000067-2014

EXHIBIT B

PUBLIC IMPROVEMENT SCHEDULE

**EXHIBIT B
COLLIERS HILL PARKWAY/METRO DISTRICT
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
JUNE 1, 2015**

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
WATER			
8" Water Line	182 L.F.	\$ 25	\$ 4,550.00
12" Water Line	3795 L.F.	50	189,750.00
12" 11 1/4° Bends	8 Ea.	650	5,200.00
12" 22 1/2° Bends	3 Ea.	650	1,950.00
12" x 12" Crosses	1 Ea.	800	800.00
12" x 8" Tees	2 Ea.	750	1,500.00
12" x 12" Tees	2 Ea.	950	1,900.00
8" Valves	2 Ea.	1,500	3,000.00
12" Valves	13 Ea.	2,800	36,400.00
2" Blowoffs	3 Ea.	1,200	3,600.00
8" Waterline Plugs	2 Ea.	300	600.00
12" Waterline Plugs	3 Ea.	450	1,350.00
Air Relief Valve	4 Ea.	3,500	14,000.00
		Subtotal	\$ 264,600.00
STREETS (Colliers Boulevard)			
Vertical Curb w/Curb Drain	8619 L.F.	\$ 15	\$ 129,285.00
Median Curb	7922 L.F.	10	79,220.00
5' Walk	4649 L.F.	25	116,225.00
8' Walk	6329 L.F.	40	253,160.00
Handicap Ramps	13 Ea.	1,350	17,550.00
Asphalt	17,829 S.Y.	30	534,870.00
Subgrade Preparation	17,829 S.Y.	2.00	35,658.00
Street Lights	23 Ea.	4,500	103,500.00
Pedestrian Underpass	1 L.S.	250,000	250,000.00
Signalization	1 L.S.	246,000	246,000.00
Signing & Striping	1 L.S.	15,000	15,000.00
		Subtotal	\$ 1,780,468.00
SEWER			
8" Sewerline w/Underdrain	272 L.F.	\$ 30	\$ 8,160.00
Sanitary Sewer Manholes	6 Ea.	1,850	11,100.00
		Subtotal	\$ 19,260.00

EXHIBIT B
COLLIERS HILL PARKWAY/METRO DISTRICT
PUBLIC IMPROVEMENTS
ESTIMATE OF PROBABLE COST
JUNE 1, 2015
(CONT'D)

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
STORM SEWER			
18" RCP	2564 L.F.	\$ 36	\$ 92,304.00
24" RCP	1250 L.F.	48	60,000.00
36" RCP	143 L.F.	75	10,725.00
42" RCP	270 L.F.	91	24,570.00
5' Type 'R' Inlets	12 Ea.	3,000	36,000.00
10' Type 'R' Inlets	2 Ea.	4,500	9,000.00
18" Flared End Section	1 Ea.	700	700.00
36" Flared End Section	1 Ea.	1,000	1,000.00
42" Flared End Section	2 Ea.	1,200	2,400.00
4' Diameter Manholes	13 Ea.	2,000	26,000.00
5' Diameter Manholes	11 Ea.	2,500	27,500.00
Riprap	665 C.Y.	50	33,250.00
8" SDR 35	427 L.F.	20	8,540.00
Erosion Control	1 L.S.	30,000	30,000.00
Drop Structure	4 Ea.	25,000	100,000.00
Regional Channel	2089 L.F.	100	208,900.00
		Subtotal	\$ 670,889.00
MISCELLANEOUS			
Pocket Park	1 L.S.	\$ 175,000	\$ 175,000.00
		Subtotal	\$ 175,000.00
		TOTAL	\$ 2,910,217.00
		Agency	\$ 436,532.55
		TOTAL	\$ 3,346,749.55

EXHIBIT C

PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due Owner:

1. Upon completion of the storm drainage improvements described herein, as well as others in future phases, and upon showing of final costs of construction for said storm drainage improvements, the Town shall reimburse the District an amount limited to two million & No/100 Dollars (\$ 2,000,000) for actual cost spent by District for said improvements.

Reimbursements due Erie: None

Reimbursements due Others: None

EXHIBIT D

PHASING PLAN

The Development shall be constructed in one phase.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: ORDINANCES

Ordinance No. 17-2015: An Ordinance Of The Town Of Erie, Colorado Vacating A Portion Of A Sanitary Sewer Easement; Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. Second Reading

PURPOSE: To vacate a portion of sanitary sewer easement within Colliers Hill.

CODE REVIEW: Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 17-2015.

PLANNING COMMISSION RECOMMENDATION: n/a

Applicant: Community Development Group of Erie, Inc.
Attn: Jon Lee
2500 Arapahoe, Suite 220
Boulder, CO 80302

Location:
Colliers Hill Subdivision

Requested Action:
The applicant requests vacation of a portion of a sanitary sewer easement that was dedicated to the Town by separate instrument. The portion of the sanitary sewer in this section of the easement has been relocated to allow for future development. The applicant has submitted an easement in Tract B of Daybreak Filing No. 1B and a final plat for Colliers Hill Filing 3A, both of which will establish easements for the relocated section of sanitary sewer.

The second reading of this vacation will be concurrent with the dedication and acceptance of the Tract B, Daybreak Filing No. 1B easement and Colliers Hill Filing 3A final plat.

STAFF ANALYSIS AND FINDINGS:

Compliance with Town Standards:

Below are the Approval Criteria from Municipal Code 10.7.10.B.9 for review of the Vacation application. Staff finds the application in compliance with each of the criteria.

- a. The Vacation is generally consistent with the Town’s Comprehensive Plan, as amended.
Staff Comment: The application is consistent with the Comprehensive Plan.
- b. The right-of-way or easement will not be utilized in the short or long term or the Town receives conveyance or dedication of substituted easements or rights-of-way appropriate to satisfy the continuing municipal need;
Staff Comment: The Town will receive new sanitary sewer easements by separate instrument in Daybreak Filing No. 1B and as part of Colliers Hill Filing No. 3A final plat.
- c. The Vacation does not create an irregular right-of-way or easement configuration which could create difficulty in the provision of services or installation of public improvements;
Staff Comment: The Vacation does not create irregular shaped easements or right-of- ways.
- d. The Vacation serves the interest of the Town by removing maintenance or liability risks;
Staff Comment: The easement is over a segment of sanitary sewer that no longer exists.
- e. The public benefits and utility of the Vacation request outweigh any adverse impacts of the Vacation; and
Staff Comment: No adverse impacts will be created through this Vacation.
- f. The applicant will relocate, if necessary, any public facilities or utilities located within the right-of-way or easement, and grant and/or obtain an easement for relocation of said public facilities or utilities.
Staff Comment: The sanitary sewer line has been relocated and accepted by Public Works.

Staff Recommendation:

Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 17-2015.

Staff Review:

_____ Town Attorney
_____ Town Clerk
 Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 17-2015
- b. Applicants submittal

ATTACHMENT A

ORDINANCE NO. 17-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO VACATING A PORTION OF A SANITARY SEWER EASEMENT; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Tallgrass Investors, LLC, a Colorado corporation (“Tallgrass”), previously dedicated to the Town of Erie a Sanitary Sewer Easement, dated March 8, 2005 and recorded in the real property records of Weld County on April 7, 2005 at Reception No. 3275322 (“Easement); and

WHEREAS, Community Development Group of Erie, Inc., a Colorado corporation (“CDG”), is the property owner of Tract A, Daybreak Filing No. 2E; and

WHEREAS, The Town and CDG now desire to vacate a portion of the Easement to accommodate future development; and

WHEREAS, the portion of the Easement desired to be vacated is not needed by the Town to serve the Colliers Hill property; and,

WHEREAS, in order to accommodate future development the Town now desires to vacate the portion of the Easement as specifically set forth and legally described on the Exhibits attached hereto and incorporated herein by this reference, and as designated as follows: Exhibit “A” contains the legal descriptions and maps for the portion of the sanitary sewer easement to be vacated herein (the “Easement Vacation Descriptions and Maps”); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That a certain specific portion of the Easement as specifically legally described on the Easement Vacation Descriptions and Maps marked Exhibit “A,” be and are hereby vacated.

Section 2. That the Town hereby reserves any and all rights-of-way or easements for the continued use of existing utilities, sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances that may exist in the vacated area.

Section 3. That the Town of Erie be and is hereby authorized and directed to execute the necessary documents to evidence the vacation of the portion of the Easement as described herein, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said vacation documents.

Section 4. That this Ordinance vacating a portion of the Easement as described herein shall be recorded in the office of the Weld County Clerk and Recorder in which County such Easement is located.

Section 5. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 6. Repeal. All other Ordinances, or parts of any Ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect Thirty (30) days after publication following final passage.

**INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 9th DAY OF JUNE, 2015.**

PUBLISHED IN FULL ON THE ___ DAY OF _____, 2015.

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

Exhibit "A"

Easement Vacation Descriptions and Maps

EXHIBIT

EASEMENT (PORTION) VACATION DESCRIPTION:

A PORTION OF A PERMANENT ACCESS AND UTILITIES EASEMENT AS DEDICATED IN INSTRUMENT RECORDED 04/07/2005 AT RECEPTION NO. 3275322 IN THE RECORDS OF BOULDER COUNTY ACROSS TRACT A OF "DAYBREAK FILING NO. 2E", LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT A BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COLLIERS PARKWAY;

THENCE S00°38'46"E, 277.86 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF SAID TRACT A AND THE NORTHERLY LINE OF THE SAID EASEMENT, BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID EASEMENT THE FOLLOWING TWO COURSES:

- 1) N33°21'57"E, 57.96 FEET;
- 2) N42°22'01"E, 230.72 FEET;

THENCE N81°14'30"E, 79.21 FEET TO AN ANGLE POINT ON THE SOUTHERLY LINE OF SAID EASEMENT RECORDED AT RECEPTION NO. 3275322;

THENCE ALONG SAID SOUTHERLY EASEMENT LINE THE FOLLOWING TWO COURSES:

- 1) S44°16'44"W, 289.72 FEET;
- 2) S33°21'57"W, 80.09 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT A;

THENCE N24°00'33"W, 47.49 FEET ALONG SAID WESTERLY TRACT LINE TO THE POINT OF BEGINNING, CONTAINING 14,280 SQUARE FEET, MORE OR LESS.

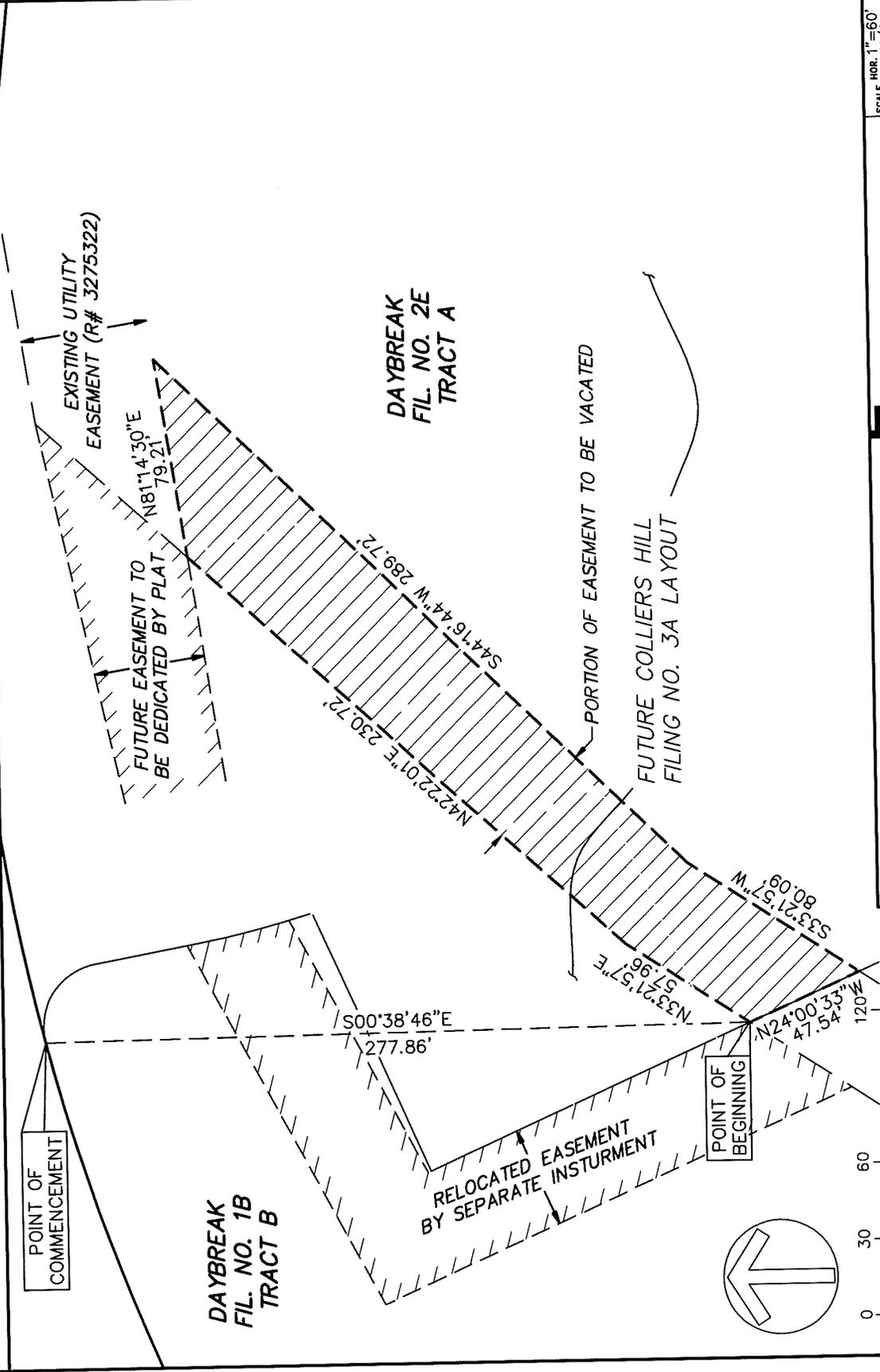
BASIS OF BEARINGS: THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17, T1N, R68W OF THE 6TH P.M., BEING N00°13'30"W, 2.631.71' BETWEEN THE SOUTHEAST CORNER (2.5" ALUMINUM CAP, LS 23501 1993) AND THE EAST QUARTER CORNER (2" ALUMINUM CAP, LS 14083 1993).

DESCRIPTION BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

**EASEMENT VACATION
TRACT A, DAYBREAK FILING NO. 2E
ERIE, COLORADO**

HURST	CIVIL ENGINEERING	2500 Broadway, Suite B	SCALE HOR. N/A VERT. N/A
	PLANNING	Boulder, CO 80304	DESIGN/APPR.
	SURVEYING	303.449.9105	DRAWN BY BO
	www.hurst-assoc.com	DATE 02/20/15	
FILE G:\202042\SURVEY\LEGAL\DAYBREAK FIL 2E	TRB ERIE ESMT VAC	SHEET 1 OF 2	

EXHIBIT



**EASEMENT VACATION
 TRACT A, DAYBREAK FILING NO. 2E
 ERIE, COLORADO**

SCALE	HOR. 1" = 60'	VERT. N/A
DESIGN/APPR.	2500 Broadway, Suite B Boulder, CO 80304	
DRAWN BY	BO	
DATE	02/20/15	
SHEET	2	OF 2
FILE	G:\202042\SURVEY\LEGAL\DAYBREAK FIL. 2E TRB ERIE ESMT VAC	

CHRS
**CIVIL ENGINEERING
 PLANNING
 SURVEYING**



NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

ATTACHMENT B



TOWN OF ERIE
 Community Development Department – Planning Division
 645 Holbrook Street – PO Box 750 – Erie, CO 80516
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY			
FILE NAME:	Colliers Hill F-2E		
FILE NO:	VA-000454-2015	DATE SUBMITTED:	4-13-15
		FEES PAID:	100-

PROJECT/BUSINESS NAME: Colliers Hill

PROJECT ADDRESS: WCR 3 and Erie Parkway

PROJECT DESCRIPTION: Vacation of existing Sanitary Sewer Easement

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Daybreak 1427 1793 2015

Filing #: 2E Lot #: Tract A Block #: _____ Section: 17 Township: 1 N Range: 68 W

OWNER (attach separate sheets if multiple)

Name/Company: Community Development Group of Erie

Contact Person: Chuck Bellock

Address: 2500 Arapahoe Avenue, Suite 220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299 Fax: 303-442-1241

E-mail: _____

AUTHORIZED REPRESENTATIVE

Company/Firm: Community Development Group of Erie

Contact Person: Jon Lee

Address: 2500 Arapahoe Avenue, Suite 220

City/State/Zip: Boulder, CO 80302

Phone: 303-442-2299 Fax: 303-442-1241

E-mail: jonlee@cdgcolorado.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: Anadarko E & P Company

Address: P. O. Box 1330

City/State/Zip: Houston, Texas 77251-1330

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: See SUA's

Address: _____

City/State/Zip: _____

LAND-USE & SUMMARY INFORMATION

Present Zoning: PD	Gross Site Density (du/ac): NA
Proposed Zoning: PD	# Lots/Units Proposed: NA
Gross Acreage: NA	Gross Floor Area: NA

SERVICE PROVIDERS

Electric: United Power	Gas: Source Gas
Metro District: Colliers Hill Metropolitan District #1	Fire District: Mountain View
Water (if other than Town): Town of Erie	Sewer (if other than Town): Town

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input checked="" type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resl. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
Minor	\$ 400.00	VARIANCE	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: Jon Lee Date: 4/10/15
 Owner: _____ Date: _____
 Applicant: Jon Lee Date: 4/10/15

Jon Lee, Authorized Representative

STATE OF COLORADO)
 County of Boulder) ss.

The foregoing instrument was acknowledged before me this 10 day of April, 2015, by Jon Lee.

My commission expires: 11-22-2018
 Witness my hand and official seal.

Mary Jane Davies
 Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **ORDINANCES**
Ordinance No. 18-2015: An Ordinance Of The Town Of Erie, Colorado Vacating A Portion Of Colliers Parkway, A Dedicated Right-of-way; Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. Second Reading

PURPOSE: To vacate right-of-way within Bridgewater Master Subdivision Final Plat.

CODE REVIEW: Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 18-2015.

PLANNING COMMISSION RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Applicant: Community Development Group of Erie, Inc.
Attn: Jon Lee
2500 Arapahoe, Suite 220
Boulder, CO 80302

Location:
Colliers Hill (Bridgewater Master Subdivision)

Requested Action:
The applicant requests vacation of a portion of Colliers Parkway, a road right-of-way dedicated to the Town through the Bridgewater Master Subdivision Final Plat in 2011. The portion being vacated does not contain roadway or utilities and was platted to provide access to subdivision filings to its south. The proposed final plat for Colliers Hill Filing 3C shows this access point from Colliers Parkway shifting approximately 48 feet to the west. The Colliers Hill Filing 3C Final Plat will dedicate the new entrance right-of-way and easements.

STAFF ANALYSIS AND FINDINGS:

Compliance with Town Standards:

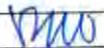
Below are the Approval Criteria from Municipal Code 10.7.10.B.9 for review of the Vacation application. Staff finds the application in compliance with each of the criteria.

- a. The Vacation is generally consistent with the Town's Comprehensive Plan, as amended.
Staff Comment: The application is consistent with the Comprehensive Plan.
- b. The right-of-way or easement will not be utilized in the short or long term or the Town receives conveyance or dedication of substituted easements or rights-of-way appropriate to satisfy the continuing municipal need;
Staff Comment: The Town will receive new right-of-way as part of the Colliers Hill Filing 3C Final Plat.
- c. The Vacation does not create an irregular right-of-way or easement configuration which could create difficulty in the provision of services or installation of public improvements;
Staff Comment: The Vacation does not create irregular shaped easements or right-of- ways.
- d. The Vacation serves the interest of the Town by removing maintenance or liability risks;
Staff Comment: Not applicable.
- e. The public benefits and utility of the Vacation request outweigh any adverse impacts of the Vacation; and
Staff Comment: No adverse impacts will be created through this Vacation.
- f. The applicant will relocate, if necessary, any public facilities or utilities located within the right-of-way or easement, and grant and/or obtain an easement for relocation of said public facilities or utilities.
Staff Comment: There is no roadway or utilities in the vacated portion of Colliers Parkway.

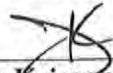
Staff Recommendation:

Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 18-2015.

Staff Review:

____ Town Attorney
____ Town Clerk
 Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 18-2015
- b. Applicants submittal

ATTACHMENT A

ORDINANCE NO. 18-2015
Series of 2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, VACATING A PORTION OF COLLIERS PARKWAY, A DEDICATED RIGHT-OF-WAY; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the portion of right-of-way of Colliers Parkway subject to vacation in this Ordinance was dedicated to the Town of Erie pursuant to the Bridgewater Master Subdivision Final Plat recorded December 13, 2011 in the office of the Weld County Clerk and Recorder, at Reception No. 3811552 in the real property records of Weld County, Colorado, which Bridgewater Master Subdivision Final Plat was recorded following Town of Erie subdivision approval contained in Resolution No. 11-116; and,

WHEREAS, by virtue of said dedication, the Town has succeeded to ownership and control of, and maintenance responsibility for said portion of Colliers Parkway; and,

WHEREAS, the Town now desires to vacate a portion of right-of-way of Colliers Parkway as specifically set forth and legally described on the Exhibits attached hereto and incorporated herein by this reference, and as designated as follows: Exhibit "A" contains the legal descriptions and maps for the portion of the right-of-way of Colliers Parkway to be vacated herein (the "Right-of-Way Vacation Descriptions and Maps"); and,

WHEREAS, it is in the best interest of the Town and its citizens to vacate a portion of said right-of-way of Colliers Parkway as specifically described on Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That a certain specific portion of right-of-way of Colliers Parkway as specifically legally described on the Right-of-Way Vacation Descriptions and Maps marked Exhibit "A" be and are hereby vacated.

Section 2. That the Town hereby reserves any and all rights-of-way or easements for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances that may exist in the vacated area.

Section 3. That title to the right-of-way vacated herein shall vest in accordance with the requirements of C.R.S. §43-2-302.

Section 4. That this Ordinance vacating a portion of the right-of-way of Colliers Parkway shall be recorded in the office of the Weld County Clerk and Recorder in which county such right-of-way is located.

Section 5. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 6. Repeal. All other Ordinances, or parts of any Ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect Thirty (30) days after publication following final passage.

**INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 9th DAY OF JUNE, 2015.**

PUBLISHED IN FULL ON THE ___ DAY OF _____, 2015.

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

Exhibit "A"

Right-of-Way Vacation Descriptions and Maps

EXHIBIT

RIGHT OF WAY (PORTION) VACATION DESCRIPTION:

A PORTION OF THE RIGHT OF WAY OF "COLLIERS PARKWAY", PREVIOUSLY KNOWN AS "DAYBREAK PARKWAY", LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT A OF "DAYBREAK FILING NO. 2E" BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID COLLIERS PARKWAY;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID COLLIERS PARKWAY THE FOLLOWING COURSE: 261.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 27°45'47", AND A CHORD BEARING N84°32'22"W, 259.11 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES:

- 1) THENCE 36.83 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84°24'49", AND A CHORD BEARING S67°08'07"W, 33.59 FEET;
- 2) N65°04'18"W, 47.67 FEET;

THENCE 36.31 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°12'52", AND A CHORD BEARING N72°35'30"E, 33.20 FEET;

THENCE 45.78 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 04°51'25", AND A CHORD BEARING S68°13'46"E, 45.76 FEET TO THE POINT OF BEGINNING, CONTAINING 1,052 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 17, T1N, R68W OF THE 6TH P.M., BEING N00°13'30"W, 2.631.71' BETWEEN THE SOUTHEAST CORNER (2.5" ALUMINUM CAP, LS 23501 1993) AND THE EAST QUARTER CORNER (2" ALUMINUM CAP, LS 14083 1993).

DESCRIPTION BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

**COLLIERS PARKWAY VACATION DESCRIPTION
COLLIERS HILL FILING NO. 3C
ERIE, COLORADO**

HURST

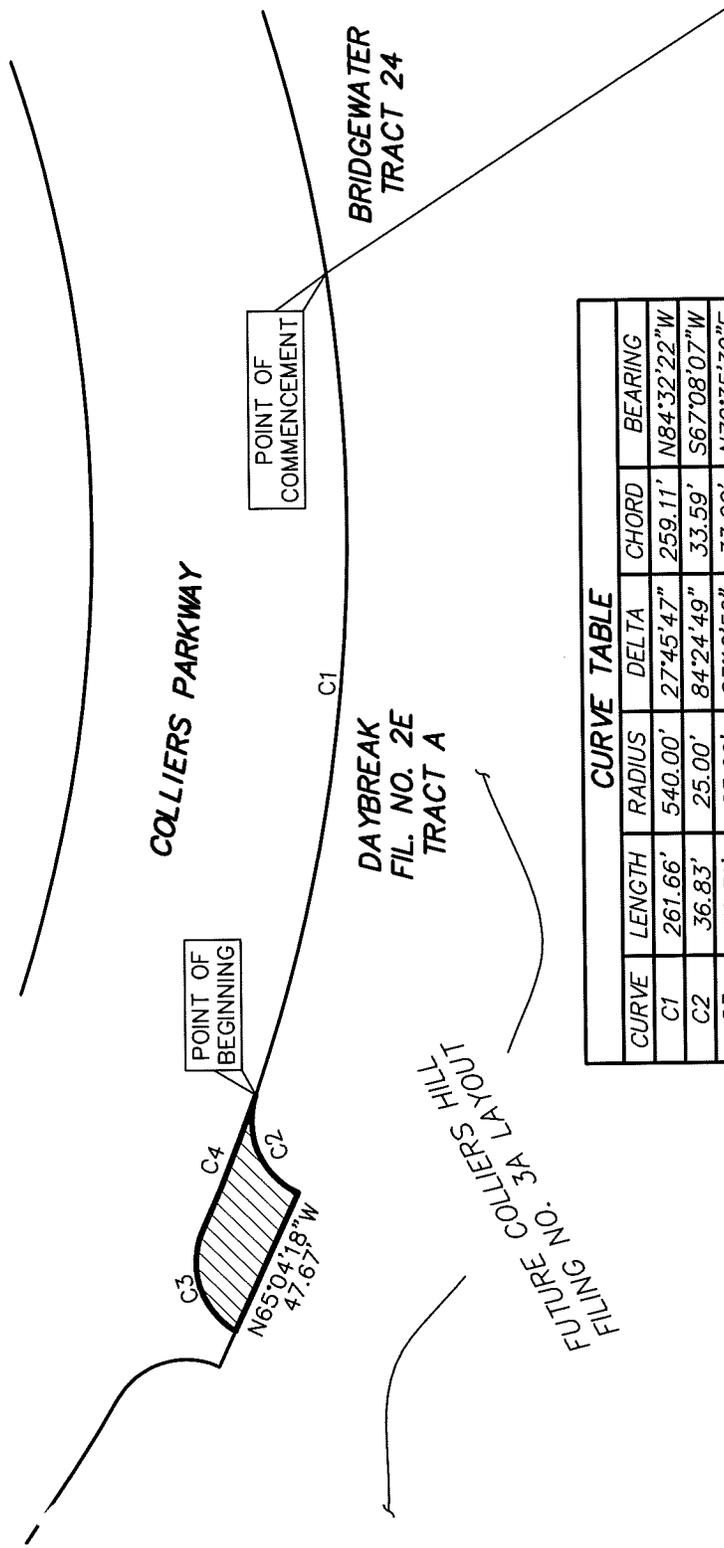
**CIVIL ENGINEERING
PLANNING
SURVEYING**

2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105
www.hurst-assoc.com

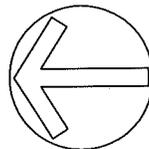
SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	02/20/15
SHEET	1 OF 2

FILE G:\202042\SURVEY\LEGAL\COLLIERS PARKWAY VACATION FOR 3C

EXHIBIT



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	261.66'	540.00'	27°45'47"	259.11'	N84°32'22"W
C2	36.83'	25.00'	84°24'49"	33.59'	S67°08'07"W
C3	36.31'	25.00'	83°12'52"	33.20'	N72°35'30"E
C4	45.78'	540.00'	4°51'25"	45.76'	S68°13'46"E



1 inch = 60 ft.

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

COLLIERS PARKWAY VACATION
DESCRIPTION
COLLIERS HILL FILING NO. 3C
ERIE, COLORADO

HURST CIVIL ENGINEERING
PLANNING
SURVEYING

2500 Broadway, Suite B
 Boulder, CO 80304
 303.449.9105
 www.hurstassoc.com

SCALE: HOR. 1" = 60'
 VERT. N/A
 DESIGN/APPR. BO
 DRAWN BY BO
 DATE 02/20/15
 SHEET 2 OF 2
 FILE G:\202042\SURVEY\LEGAL\COLLIERS PARKWAY VACATION FOR 3C

ATTACHMENT B



TOWN OF ERIE
Community Development Department - Planning Division
645 Holbrook Street - PO Box 750 - Erie, CO 80516
Tel: 303.926.2770 - Fax: 303.926.2706 - Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY
FILE NAME: Colliers Hill F2E
FILE NO: VA-000453-2015 DATE SUBMITTED: 4-13-15 FEES PAID: 100-

PROJECT/BUSINESS NAME: Colliers Hill

PROJECT ADDRESS: WCR 3 and Erie Parkway

PROJECT DESCRIPTION: Vacation of existing Colliers Parkway Right of Way

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Daybreak 1467 1743 2015

Filing #:2E Lot #: Tract A Block #: Section:17 Township: 1 N Range:68 W

OWNER (attach separate sheets if multiple)

Name/Company: Community Development Group of Erie
Contact Person: Chuck Bellock
Address: 2500 Arapahoe Avenue, Suite 220
City/State/Zip: Boulder, CO 80302
Phone: 303-442-2299 Fax: 303-442-1241
E-mail:

AUTHORIZED REPRESENTATIVE

Company/Firm: Community Development Group of Erie
Contact Person: Jon Lee
Address: 2500 Arapahoe Avenue, Suite 220
City/State/Zip: Boulder, CO 80302
Phone:303-442-2299 Fax: 303-442-1241
E-mail: jonlee@cdgcolorado.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: Anadarko E & P Company
Address: P. O. Box 1330
City/State/Zip: Houston, Texas 77251-1330

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: See SUA's
Address:
City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: PD
Proposed Zoning: PD
Gross Acreage:NA

Gross Site Density (du/ac):NA
Lots/Units Proposed:NA
Gross Floor Area:NA

SERVICE PROVIDERS

Electric: United Power
Metro District: Colliers Hill Metropolitan District #1
Water (if other than Town):Town of Erie

Gas: Source Gas
Fire District:Mountain View
Sewer (if other than Town):Town

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
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<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
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ZONING/REZONING		<input checked="" type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resl. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resl. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	
			\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature] Date: 4/10/15

Owner: _____ Date: _____

Applicant: [Signature] Date: 4/10/15

Jon Lee, Authorized Representative

STATE OF COLORADO)
County of Boulder) ss.

The foregoing instrument was acknowledged before me this 10 day of April, 2015, by Jon Lee.

My commission expires: 11-22-2018
Witness my hand and official seal.

[Signature]
Notary Public

MARY JANE DAVIES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874045755
MY COMMISSION EXPIRES NOV. 22, 2018

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **ORDINANCES:**
Consideration of Ordinance 13-2015 (1st Reading): An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Waste Connections Of Colorado, Inc. For An Amendment To The "PD-Planned Development" To Allow A Liquid Waste Bulking Facility At The Front Range Landfill; Denying The Application For An Amendment To The "PD-Planned Development"; And, Setting Forth Details In Relation Thereto.

CODE: Town of Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as	na				
	Recommended:	na				
INFORMATION:	Balance Available:	na				
	Budget Line Item					
	Number:	000 . 00 . 000 . 000000 . 000000				
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	Required:					

SUMMARY AND BACKGROUND OF SUBJECT MATTER

On May, 23, 2015 the Board of Trustees considered Ordinance 13-2015 and recommended denial of an amendment to the PD-Planned Development zoning to allow liquid waste bulking at the Front Range Landfill. Staff has provided a revised Ordinance 13-2015 denying the proposed PD-Planned Development Amendment for not being in compliance with three Approval Criteria of Section 7.6.D.9; Rezoning's – Planned Unit Developments (PUD), of Title 10 of the Municipal Code.

Staff Review:

<p>_____ Town Attorney</p> <p>_____ Town Clerk</p> <p><u>Vuo</u> _____ Community Development Director</p> <p>_____ Finance Director</p> <p>_____ Police Chief</p> <p>_____ Public Works Director</p>	<p>Approved by:</p>  <p>_____</p> <p>A.C. Krieger Town Administrator</p>
--	--

ATTACHMENTS:
A. Ordinance 13-2015

ATTACHMENT A

ORDINANCE NO. 13-2015

Series of 2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF WASTE CONNECTIONS OF COLORADO, INC. FOR AN AMENDMENT TO THE “PD - PLANNED DEVELOPMENT” TO ALLOW A LIQUID WASTE BULKING FACILITY AT THE FRONT RANGE LANDFILL; DENYING THE APPLICATION FOR AN AMENDMENT TO THE “PD - PLANNED DEVELOPMENT”; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, following a legally noticed and duly conducted Public Hearing held on May 12, 2015 and May 26, 2015, the Board of Trustees of the Town of Erie, Colorado (“Board”), considered the application of Waste Connections of Colorado, Inc., 1830 Weld County Road 5, Erie, Colorado 80516, for an Amendment to the Planned Development (“PD – Planned Development”) zoning to allow a liquid waste bulking facility at the Front Range Landfill, located upon the following real property; to wit:

THE NORTHEAST QUARTER AND THE WEST HALF OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

(the “Front Range Landfill”); and

WHEREAS, the Board finds that the Amendment to the PD – Planned Development will not preserve the health, safety, welfare and is not in the best interest of the citizens of the Town of Erie, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. Findings of Fact.

1. Following a legally noticed and duly conducted Public Hearing, the Board found and determined that the application to amend the PD – Planned Development zoning to allow the liquid waste bulking facility on the Front Range Landfill is not in compliance with the following required approval criteria in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and specifically that:
 - a. The planned Amendment to the PD – Planned Development zoning will not promote the public health, safety and general welfare.
 - b. The planned Amendment to the PD – Planned Development zoning is likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, and such impacts will not be substantially mitigated.

- c. The planned Amendment to the PD – Planned Development zoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property.

Section 2. Conclusions and Order Denying the application for an Amendment to the PD – Planned Development zoning for the Front Range Landfill.

Based upon the Findings of Fact, the Board finds and concludes that the application to amend the PD – Planned Development zoning to allow the liquid waste bulking facility on the Front Range Landfill is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and based thereon, hereby denies the application for Amendment to the PD - Planned Development.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 9TH DAY OF JUNE, 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: STAFF REPORT: Monthly Communications Report – April 2015
DEPARTMENT: Administration
PRESENTER: Fred Diehl, Assistant to the Town Administrator

FISCAL INFORMATION: Cost as Recommended: NA
Balance Available: NA
Budget Line Item Number: NA
New Appropriation Required: Yes No

STAFF RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

COMMUNICATIONS CALENDAR: Attached is the monthly Communications Calendar for April which provides statistical information on the release and reach of Town of Erie News & Announcements, including the following details:

- 42 Unique Announcements Released via “Notify Me”
- 4,873 “Notify Me” Subscribers

FACEBOOK INSIGHTS:

- 23 Unique posts
- Reach of Facebook posts ranged from 347 on the low end (Survey Notifications are in the Mail) to over 3,600 on the high end (Traffic Signal Construction on Erie Parkway).

WEBSITE: The attached monthly Website Overview Report includes visitor statistics for www.erieco.gov including the following information:

- Total Page Visits: 45,061
- Total Unique Visits: 36,506
- Erie Government Television Streaming Video:
 - Total Page Views: 1,314
 - Total Visits: 199

Staff Review:

 Assistant to the Town Administrator
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:

A.J. Krieger
Town Administrator



ATTACHMENTS:

- a. Communications Calendar
- b. Facebook Insights
- c. Twitter Analytics
- d. Website Overview Report

Communication Calendar - April 2015

NEWS & ANNOUNCEMENTS	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Subscribers & Visitors:	1,271	1,749	973
4/1: Police Station Goes Up as Your Tax Rate Goes Down – Watch How!	X	X	X	X
4/3: Survey Notifications Are in the Mail!	X	X	X	X
4/5: Outdoor Emergency Warning Siren Testing Begins Tomorrow	X	X		X
4/6: Courtesy Notice from Anadarko	X	X	X	X
4/8: 9 Frequently Asked Questions about Erie's 9Health Fair	X	X	X	X
4/10: Surveys Are in the Mail!	X	X	X	X
4/15: Erie Board of Trustees Action Items, April 14, 2015	X	X	X	X
4/15: Rumor Mill: "Mr. Harber's understanding of the facts is incorrect."	X	X	X	X
4/16: MAYOR'S STATE OF THE TOWN ADDRESS 2015	X	X	X	X
4/16: Last Call! Town of Erie 9Health Fair This Saturday	X	X		X
4/20: Pratt Pipeline Right of Way - Activity Notice	X	X	X	X
4/21: Water-Wise Seminar at Erie Community Center			X	
4/22: Reminder to Complete and Return Your Survey!	X	X	X	X
4/24: Arbor Day & Earth Day Celebration Reminder			X	
4/26: Town of Erie's Spring Clean-Up			X	
4/27: Board of Trustees Retreat Update #1: Population Forecasts	X	X	X	X
4/28: Garden in a Box Update			X	
4/28: Board of Trustees Retreat Update #2: Debt Management	X	X	X	X
4/29: Erie Board of Trustees Action Items, April 28, 2015	X	X	X	X
4/30: Board of Trustees Retreat Update #3: Public Safety	X	X	X	X

ECONOMIC DEVELOPMENT ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Subscribers & Visitors:	785	1,749	973
4/2: Free Business Webinar – Yelp Reviews	X	X		
4/29: FREE Business Webinar, FAQ's about Pay, Time-Tracking and FLSA Questions	X	X		

PUBLIC WORKS ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Subscribers & Visitors:	683	1,749	973
4/6: Erie Parkway Traffic Signal Construction	X	X	X	
4/7: Perry Street Lane Closure at Briggs Street for Waterline Repair	X	X		
4/9: Asphalt Repairs Begin Monday, April 13th	X	X		
4/10: Town of Erie Street Crack Filling Begins April 13th	X	X		
4/16: Compass Telecommunication Work on Arapahoe Road	X	X		
4/24: Utility Work on 119th Street & Austin Avenue	X	X		

POLICE ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Subscribers & Visitors:	986	1,749	973
4/3: Don't Be Bamboozled!			X	

PARKS & RECREATION ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Subscribers & Visitors:	1,148	1,749	973
4/2: Free Bike Tune-Up Day!	X	X	X	
4/17: Parks & Recreation Summer Program Guide Now Available!	X	X	X	
4/30: South Coal Creek Trail Underpass Closed	X	X	X	X

TOWN OF ERIE CALENDAR NOTIFICATION	Notify Me Message	Event Posted on Website		
	Reach via Subscribers & Visitors:			
4/5: Tree Board Meeting 4/8	X	X		
4/8: 9 Health Fair 4/18	X	X		
4/10: Open Space & Trails Advisory Board Meeting 4/13	X	X		
4/11: Board of Trustees Regular Meeting 4/14	X	X		
4/12: Planning Commission Meeting 4/15	X	X		
4/13: Fingerprint Open House 4/18	X	X		
4/18: Arbor Day & Earth Day Celebration 4/25	X	X		
4/21: Board of Trustees Board Retreat 4/24	X	X		
4/24: Open Space & Trails Advisory Board Special Meeting 4/27	X	X		
4/24: Historic Preservation Advisory Board Meeting 4/27	X	X		
4/25: Town of Erie Spring Clean-Up 5/2	X	X		
4/25: Board of Trustees Regular Meeting/Study Session 4/28	X	X		
4/29: Fishing Clinic 5/9	X	X		
4/30: Board of Trustees Special Meeting 5/1	X	X		

ENGAGE ERIE TOPICS	Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
	Reach via Participants & Visitors:		1,749	973
4/15: Rumor Mill: "Mr. Harber's understanding of the facts is incorrect."	X	X	X	X

<u>YOUTUBE CHANNEL</u>	Views Via YouTube	Newsflash Posted on Website	Facebook Views	Twitter Post
Reach via Subscribers & Visitors:				973
4/1: Town of Erie Police Station & Municipal Court Building Update	139	X	1,243	X

<u>UTILITY BILL INSERTS</u>	Mailed Bills	Emailed Bills		
Total:	6,709	800		
2015 Water-Wise Programs & Parks & Rec Events	X	X		

updated: 5/28/2015

April 2015 – Facebook Insights

Town of Erie, Colorado – Government Page

Reach: Organic / Paid
Post Clicks
Likes
Comments & Shares

Published	Post	Type	Targeting	Reach	Engagement	Promote
04/30/2015 4:43 pm	South Coal Creek Trail Underpass Closed Due to recent rains and high waters on parts of the South	🔗	🌐	583	36 2	Boost Post
04/30/2015 9:47 am	Board of Trustees Retreat Update #3: Public Safety This week, Safewise.com ranked Erie as	🔗	🌐	1.1K	76 17	Boost Post
04/29/2015 10:23 am	Erie Board of Trustees Action Items – April 28, 2015 In this Issue: Board Approves Continued	📁	🌐	681	41 1	Boost Post
04/28/2015 1:50 pm	Board of Trustees Retreat Update #2: Debt Management Diligent debt management remains	🔗	🌐	1.1K	49 17	Boost Post
04/28/2015 10:34 am	There have been over 50 Garder in a Box kits sold to Erie residents this year! That means we	🔗	🌐	957	151 40	Boost Post
04/27/2015 4:03 pm	Board of Trustees Retreat Update #1: Population Forecasts Much of what we are dealing with now	🔗	🌐	2.9K	349 72	Boost Post
04/26/2015 9:45 am	Have you done your spring cleaning yet? Don't forget Saturday, May 2nd is the Town of Erie's	🔗	🌐	1.9K	178 35	Boost Post
04/24/2015 9:45 am	Don't forget to join us tomorrow at Longs Peak Park (311 Wheat Berry Drive) from 10am – noon	🔗	🌐	706	25 17	Boost Post
04/22/2015 9:00 am	Reminder to Complete and Return Your Survey! The National Research Center has mailed a	🔗	🌐	483	13 5	Boost Post
04/21/2015 10:24 am	Thirsty for ways to save water this summer? Join us TONIGHT, April 21, for a Water-Wise Seminar!	🔗	🌐	418	16 7	Boost Post
04/20/2015 4:01 pm	Courtesy Notice from Encana: Pratt Pipeline Right of Way - Activity Notice: Representatives from	📁	🌐	463	44 0	Boost Post
04/17/2015 7:30 am	The Parks & Recreation Summer 2015 Program Guide is now available! This guide covers	📁	🌐	473	64 27	Boost Post
04/16/2015 9:04 am	STATE OF THE TOWN ADDRESS 2015 in case you missed the State of the Town Address last	📁	🌐	1.3K	208 34	Boost Post
04/15/2015 2:28 pm	Rumor Mill: "Mr. Harber's understanding of the facts is incorrect." Rumors, gossip and sometimes	🔗	🌐	1.1K	368 10	Boost Post
04/15/2015 10:09 am	Erie Board of Trustees Action Items – April 14, 2015 In this Issue: Board Approves Vista Ridge	📁	🌐	644	82 3	Boost Post
04/10/2015 9:25 am	Today the National Research Center began mailing the 2015 Town of Erie Citizen Survey to	🔗	🌐	442	23 11	Boost Post
04/08/2015 8:05 am	Don't forget to join us on Saturday, April 18th at the Erie Community Center for the 9Health Fair.	🔗	🌐	558	16 8	Boost Post
04/06/2015 9:50 am	Anadarko Petroleum Corporation has informed the Town that they will be performing maintenance	🔗	🌐	706	78 10	Boost Post
04/06/2015 9:05 am	Beginning this week, work will begin on traffic signal construction at the Erie Parkway	🔗	🌐	3.6K	774 81	Boost Post
04/03/2015 11:33 am	Don't Be Bamboozled! The Erie Police Department has recently experienced an increase	🔗	🌐	2.6K	566 23	Boost Post
04/03/2015 9:07 am	Survey Notifications Are in the Mail! Today the National Research Center will mail pre-survey	🔗	🌐	347	4 3	Boost Post
04/02/2015 3:40 pm	Free Bike Tune-Up Day! The Town of Erie Parks & Recreation Department is excited to support Erie	🔗	🌐	1.1K	75 33	Boost Post
04/01/2015 8:58 am	Police Station Goes Up as Your Tax Rate Goes Down – Watch How Here! Police Station and	🔗	🌐	2.4K	328 17	Boost Post

April 2015 – Twitter Analytics

@eriecolorado

Your Tweets earned **6.4K impressions** over this **30 day** period



	Tweets	Tweets and replies	Promoted	Impressions	Engagements	Engagement rate
 Erie Colorado @eriecolorado · Apr 30				193	1	0.5%
Board of Trustees Special Meeting: Event date: May 1, 2015 Event Time: 05:30 PM - 07:30 PM Location: 645 Holbro... tinyurl.com/okpx6nc View Tweet details						
 Erie Colorado @eriecolorado · Apr 30				164	8	4.9%
South Coal Creek Trail Underpass Closed: Due to recent rains and high waters on parts of the South Coal Creek ... tinyurl.com/mg89ug9 View Tweet details						
 Erie Colorado @eriecolorado · Apr 30				154	3	1.9%
Board of Trustees Retreat Update #3: Public Safety: This is the third in a series of four updates. The first... tinyurl.com/m3ctd7o View Tweet details						
 Erie Colorado @eriecolorado · Apr 29				164	7	4.3%
Erie Board of Trustees Action Items – April 28, 2015: In This Issue: Board Approves Continued Participation in... tinyurl.com/k7q9t3g View Tweet details						
 Erie Colorado @eriecolorado · Apr 28				172	2	1.2%
Board of Trustees Retreat Update #2: Debt Management: This is the second in a series of four updates. The fi... tinyurl.com/pka6er8 View Tweet details						
 Erie Colorado @eriecolorado · Apr 27				182	8	4.4%
Board of Trustees Retreat Update #1: Population Forecasts: This is the first in a series of four updates. Th... tinyurl.com/krkjdg9 View Tweet details						

	Erie Colorado @eriecolorado · Apr 24 Utility Work on 119th Street & Austin Avenue: Starting Monday, April 27, 2015, a contractor for Xcel Energy wi... tinyurl.com/ogqj3v View Tweet details	168	1	0.6%
	Erie Colorado @eriecolorado · Apr 22 Reminder to Complete and Return Your Survey!: 2015 Town of Erie Citizen Survey Update tinyurl.com/qjvrmhw View Tweet details	279	14	5.0%
	Erie Colorado @eriecolorado · Apr 20 Courtesy Notice from Encana: April 20, 2015: Pratt Pipeline Right-of-Way Activity Notice bit.ly/1F9h0JQ View Tweet details	225	5	2.2%
	Erie Colorado @eriecolorado · Apr 20 Open Space and Trails Advisory Board Special Meeting: Event date: April 27, 2015 Event Time: 06:00 PM - 08:00 ... tinyurl.com/nr9q36g View Tweet details	219	0	0.0%
	Erie Colorado @eriecolorado · Apr 16 We added a new topic! Take a look now! - engage.erieco.gov/rumor-mill-mr-... View Tweet details	209	5	2.4%
	Erie Colorado @eriecolorado · Apr 16 MAYOR'S STATE OF THE TOWN ADDRESS 2015: In case you missed the 2015 State of the Town Address, here are the pr... tinyurl.com/qf7vduk View Tweet details	185	4	2.2%
	Erie Colorado @eriecolorado · Apr 16 Compass Telecommunication Work on Arapahoe Road: The work will involve boring underneath Arapahoe Road with ne... tinyurl.com/lkaa9v9 View Tweet details	191	7	3.7%
	Erie Colorado @eriecolorado · Apr 15 State of the Town Address: Event date: April 15, 2015 Event Time: 05:30 PM - 06:30 PMLocation: 450 Powers StP.... tinyurl.com/mezh7ma View Tweet details	231	8	3.5%
	Erie Colorado @eriecolorado · Apr 15 Rumor Mill: "Mr. Harber's understanding of the facts is incorrect.": Rumors, gossip and sometimes unsubstantia... tinyurl.com/n7p3488 View Tweet details	230	14	6.1%
	Erie Colorado @eriecolorado · Apr 15 Board of Trustees Regular Meeting/Study Session: Event date: April 28, 2015 Event Time: 05:45 PM - 09:30 PMLoc... tinyurl.com/p76zsag View Tweet details	203	0	0.0%

	Erie Colorado @eriecolorado · Apr 15 Erie Board of Trustees Action Items – April 14, 2015: In This Issue: Board Approves Vista Ridge Commercial Acc... tinyurl.com/k3ws46h View Tweet details	187	3	1.6%
	Erie Colorado @eriecolorado · Apr 10 Surveys Are in the Mail: 2015 Town of Erie Citizen Survey Update tinyurl.com/kt74f6t View Tweet details	209	2	1.0%
	Erie Colorado @eriecolorado · Apr 9 Asphalt Repairs Begin Monday, April 13th: Beginning Monday, April 13th, 2015 through the end of 2015, a contra... tinyurl.com/olbb56x View Tweet details	208	7	3.4%
	Erie Colorado @eriecolorado · Apr 8 9Health Fair: Event date: April 18, 2015 Event Time: 07:00 AM - 12:00 PMLocation: 450 Powers St.P.O. Box 750Eri... tinyurl.com/o3yd9az View Tweet details	211	0	0.0%
	Erie Colorado @eriecolorado · Apr 8 9 Frequently Asked Questions about Erie's 9Health Fair: Do you have questions about Erie's 9Health Fair? Here... bit.ly/1E5ejZj View Tweet details	191	0	0.0%
	Erie Colorado @eriecolorado · Apr 7 Perry Street Lane Closure at Briggs Street for Waterline Repair: Perry Street will be closed from Briggs Stree... tinyurl.com/ne8euf6 View Tweet details	218	1	0.5%
	Erie Colorado @eriecolorado · Apr 6 Town of Erie To Host 10th Annual Spring Clean-Up: The Town of Erie Department of Public Works is partnering wi... tinyurl.com/m5sxnze View Tweet details	213	7	3.3%
	Erie Colorado @eriecolorado · Apr 6 Courtesy Notice from Anadarko: Erie Community Park Well Maintenance tinyurl.com/l3jd7xf View Tweet details	190	4	2.1%
	Erie Colorado @eriecolorado · Apr 5 Outdoor Emergency Warning Siren Testing Begins Tomorrow: The audible siren tests will occur twice on Monday, A... bit.ly/1DMqRF1 View Tweet details	201	15	7.5%
	Erie Colorado @eriecolorado · Apr 3 Don't Be Bamboozled!: Erie Police Offer Tips to Help Avoid Becoming a Victim of Scams tinyurl.com/l6gd98d View Tweet details	334	3	0.9%

	Erie Colorado @eriecolorado · Apr 3 Survey Notifications Are in the Mail: 2015 Town of Erie Citizen Survey Update tinyurl.com/kcywrec	306	1	0.3%
View Tweet details				
	Erie Colorado @eriecolorado · Apr 2 Free Bike Tune-Up Day!: The Town of Erie Parks & Recreation Department is excited to support Erie Singletrack ... tinyurl.com/kdcjoak	292	14	4.8%
View Tweet details				
	Erie Colorado @eriecolorado · Apr 1 Police Station Goes Up as Your Tax Rate Goes Down: Police Station and Municipal Court Building Update 1 Year Later. tinyurl.com/qxpsfpv	199	7	3.5%
View Tweet details				

Website Overview Report for www.erieco.gov - April 2015

Total Unique Visits	For the Month: 36,506	Year to Date: 137,013
Total Page Visits	For the Month: 45,061	Year to Date: 187,070

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	17,878	#1
Erie Community Center	2,539	#2
Utility Billing	1,669	#3
Parks and Recreation	938	#4
Annual Spring and Fall Clean-Up Days	766	#5
2015 Town of Erie Special Events	759	#6
Construction Projects	687	#7
Recreation Activities	624	#8
Maps	611	#9
Building Division	548	#10
Police Department	544	#11
Youth Sports	535	#12
Classes & Programs	485	#13
Residential & Commercial	440	#14
Government	433	#15
Erie Camp	141	#16
Aquatics	411	#17
Departments	372	#18
Resident	369	#19
Building Information & Applications	327	#20
Facility Information	326	#21
Fee & Membership	317	#22
Board of Trustees	316	#23
Group Fitness	301	#24
Community Development	298	#25

Erie Government Television Streaming Video via Website - OVERVIEW

OVERVIEW



WHAT MEDIA YOUR CITIZENS ARE VIEWING



**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: June 9, 2015

SUBJECT: STAFF REPORT: VIA Mobility Services Annual Report

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

FISCAL INFORMATION: Cost as Recommended: NA
Balance Available: NA
Budget Line Item Number: NA
New Appropriation Required: Yes No

STAFF RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: VIA Mobility Services has provided the Town with their 2014 Annual Report (see attached).

BACKGROUND: Since 2005, the Board of Trustees has approved funding for VIA Mobility Services to provide transportation services for Erie residents. The 2015 Budget includes a Legislative line item of \$10,400 for VIA.

Via is a private, nonprofit organization based in Boulder, Colorado. VIA serves people living with mobility limitations, and their families, in the Boulder-Denver area. VIA also serves the region by providing transportation services under contract to local municipalities and RTD.

Formerly called Special Transit, the organization officially changed its name to VIA Mobility Services on January 1, 2012.

Staff Review:

 _____ Assistant to the Town Administrator
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:

A.J. Krieger
Town Administrator



ATTACHMENTS:

- a. VIA Annual Report - 2014



About Via in Erie

About Via in Erie 2014

Thank you for your support. We hope you find this impact report on how Via serves the Erie community valuable.

Cordially,
Wendy Reynolds, President, Board of Directors
Lenna Kottke, Executive Director

Community Impact 2014

- The on-demand paratransit program provided 913 trips (a 10% increase over 2013). Of those trips:
 - 159 were for medical/access to health care purposes;
 - 324 were for Senior Center meals and programs;
 - 106 trips were to transport older adults to and from Boulder in order to attend the Care Link Adult Day Program.
- 30 Erie residents were served in the paratransit program.
- Two Erie residents were served in the Mobility Options Information and Referral program.

Funding Impact 2014

- Via's cost of Erie paratransit and mobility options information and referral services was approximately **\$34,000** in 2014.
- The Town of Erie provided \$10,335, representing 30% of the cost of Via's services to Erie residents.
- Via's total mission services expense budget in 2014 was close to \$4.3 million. Erie service represents less than 1% of that cost.
- Via's federal funding allocations remained basically flat for 2014-15 period.
- In 2014, Via's mission services in Erie were supported by (in order of amount) RTD, Boulder County, the Town of Erie, philanthropic gifts, FTA Section 5310, Foothills United Way, and rider fares. Rider fares comprised less than

- 1% of the revenue.
- For Erie residents who live in Weld County (57% of all Erie residents served), the Town of Erie's funding is our only source of revenue for those individuals.

Human Impact

- A total of 32 unduplicated Erie residents were served in the paratransit and mobility options programs, representing 1% of all people Via served in 2014.
- 29% were over the age of 80; 74% were over the age of 60.
- 79% lived with a disability or chronic disease.
- 18% lived on annual incomes at or below \$11,770.
- Program Outcome Evaluations indicated that 95% of our riders agreed or strongly agreed Via helps them to be more independent and self-sufficient.

Information for the Community

- Via's paratransit program provides only one day a week (Thursdays) of dedicated paratransit service in Erie, though trips are also provided as space is available on other days from the vehicle that also serves Lafayette and Louisville.
- Trips denials in Erie averaged 6.4% of all trip requests for the year; for the month of February, the trip denial rate was over 20%, an exceedingly high amount.
- Via developed a collaboration with Senior Resource Services of Greeley in 2015 to support and expand their volunteer driver program into the Carbon Valley area, including Erie. SRS will provide trips within the communities as well as to adjacent counties. Via has access to federal transportation funding (not available to SRS) that we can use to support expanded service to this area through SRS' already established volunteer driver program. While this may provide some relief for the demand, Via can only reimburse up to 50% of the eligible actual costs up to a maximum amount of \$5,600 (on a \$11,200 total collaboration cost).
- Via's target population for the east county communities of Erie, Lafayette and Louisville has one of the highest projected growth rates of all of Via's service area. In order to serve the community adequately, additional funding must be secured.

Advocacy

- **Via endorses House Bill 1033** The Strategic Planning Group on Aging (HB

1033) legislation creates an independent expert study group to identify and review the significant long-term issues posed by the aging of Colorado's population and to recommend concrete steps that the Legislature and others can take to improve how public and private entities respond to the challenges. This legislation is Colorado's path to a comprehensive plan for our state's aging population..

Learn more about Via at viacolorado.org.

Via is a private, nonprofit organization dedicated to promoting independence and self-sufficiency for people living with mobility limitations.



Thank You!

Via Mobility Services | 2855 N 63rd | Boulder, CO 80301
TEL 303.447.2848 | FAX 303.447.0686 | viacolorado.org

This email was sent to you by [Mary Cobb](#)

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TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 9, 2015

SUBJECT: **STAFF REPORT**
Community Development Monthly Reports

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as Recommended:	n/a					
INFORMATION:	Balance Available:	n/a					
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000					
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

STAFF
RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Building Permit Monthly Report

The attached Building Permit Report indicates the number of new residential building permits issued to date (through May 2015) versus the building permit projections utilized in determining the 2015 budget. The Town issued 49 new residential building permits in May 2015.

For 2015 the Town has issued 171 building permits or 43 percent of the yearly projected total of 400 building permits.

The Building Permit Reports for 2014 and 2013 are attached hereto for comparison.

Historic Erie Neighborhood Building Permit Fee Waiver

The effective date of the Historic Erie Neighborhood waiver was October 6, 2012.

A total of 10 permits valued at \$1,535.39 in fees were waived for the month of May 2015. The cumulative value of fees waived since the inception of the program is \$25,555.71. A breakdown of the fees waived is attached hereto.

Staff Review:

___ Town Attorney
___ Town Clerk
DM Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director

Approved by:


A.J. Krieger
Town Administrator

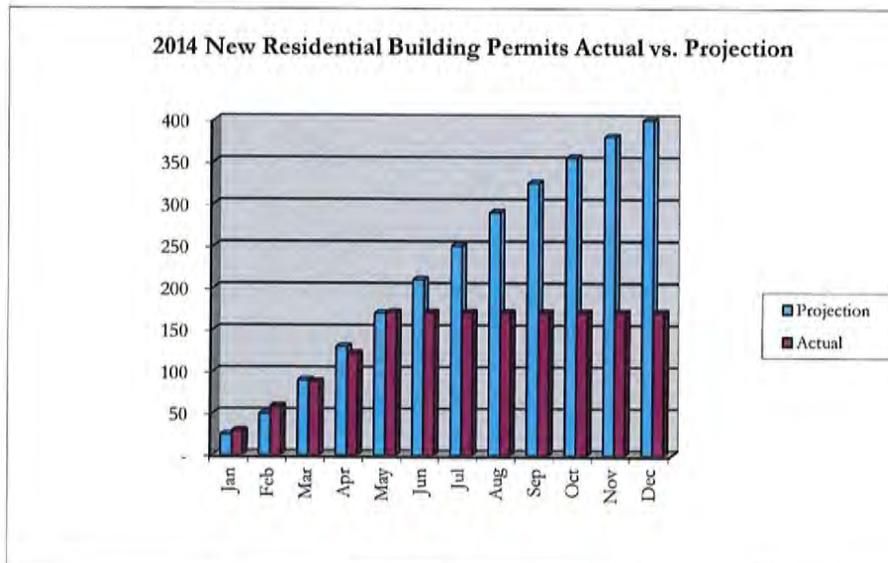
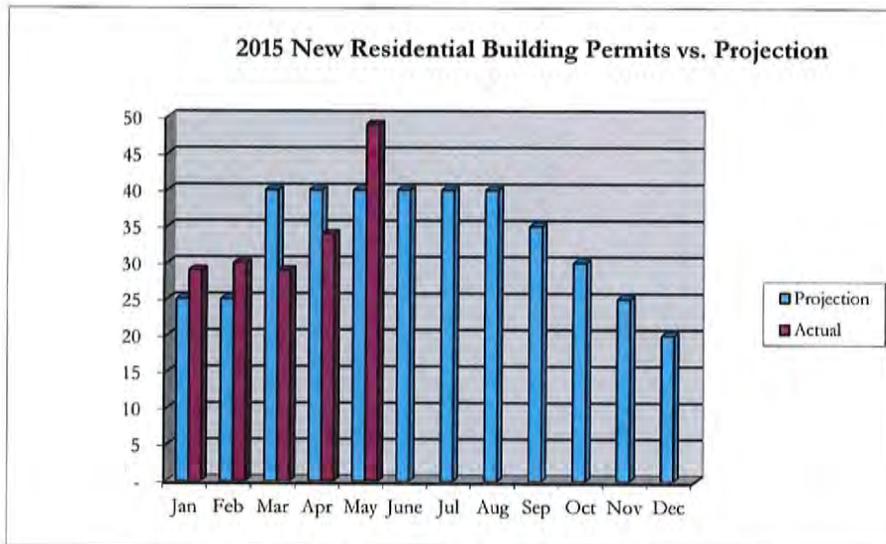
ATTACHMENTS:

- A. 2015/2014/2013 Building Permits to Projection Comparison
- B. Historic Erie Neighborhood Fees Waived

ATTACHMENT A

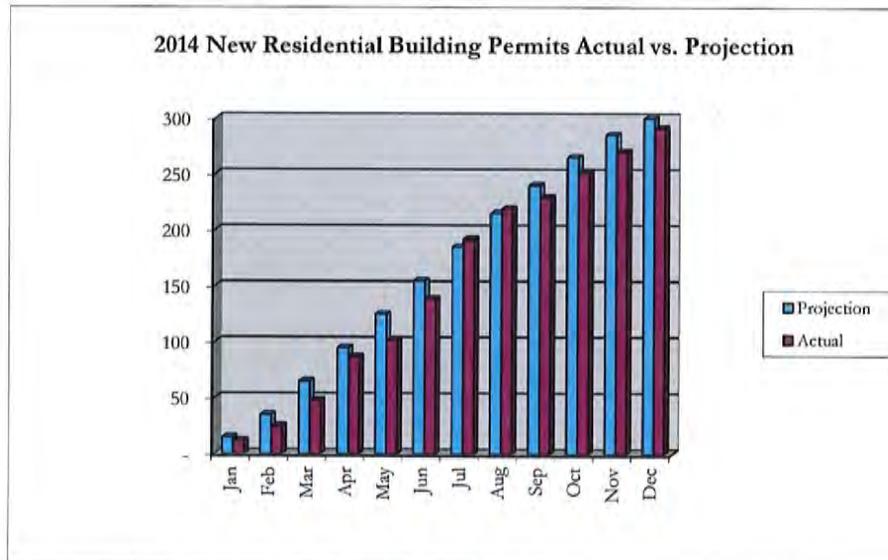
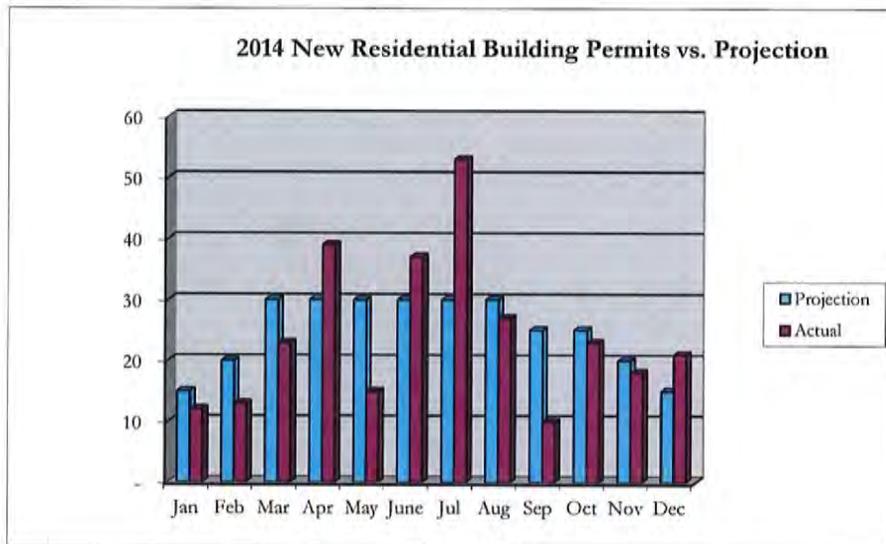
2015 Building Permits to Projection Comparison

2015	Month by Month		Seasonal Projection		Accumulation	
	Projection	Actual			Projection	Actual
Jan	25	29	8%	Jan	25	29
Feb	25	30	7%	Feb	50	59
Mar	40	29	11%	Mar	90	88
Apr	40	34	12%	Apr	130	122
May	40	49	10%	May	170	171
June	40		11%	Jun	210	171
Jul	40		10%	Jul	250	171
Aug	40		8%	Aug	290	171
Sep	35		7%	Sep	325	171
Oct	30		6%	Oct	355	171
Nov	25		7%	Nov	380	171
Dec	20		5%	Dec	400	171
Total	400					



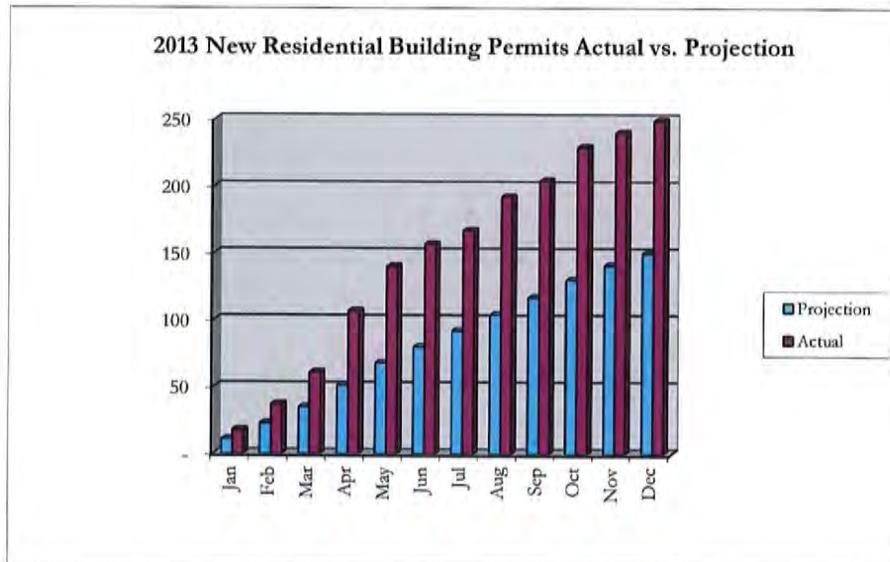
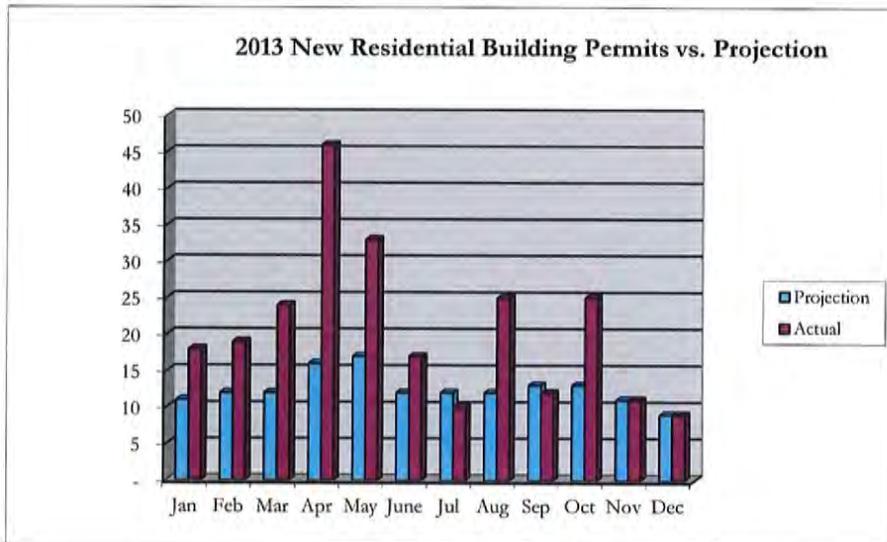
2014 Building Permits to Projection Comparison

2014	Month by Month		Seasonal Projection		Accumulation	
	Projection	Actual			Projection	Actual
Jan	15	12	8%	Jan	15	12
Feb	20	13	7%	Feb	35	25
Mar	30	23	11%	Mar	65	48
Apr	30	39	12%	Apr	95	87
May	30	15	10%	May	125	102
June	30	37	11%	Jun	155	139
Jul	30	53	10%	Jul	185	192
Aug	30	27	8%	Aug	215	219
Sep	25	10	7%	Sep	240	229
Oct	25	23	6%	Oct	265	252
Nov	20	18	7%	Nov	285	270
Dec	15	21	5%	Dec	300	291
Total	300					



2013 Building Permits to Projection Comparison

2013	Month by Month		Seasonal Projection		Accumulation	
	Projection	Actual			Projection	Actual
Jan	11	18	8%	Jan	11	18
Feb	12	19	7%	Feb	23	37
Mar	12	24	11%	Mar	35	61
Apr	16	46	12%	Apr	51	107
May	17	33	10%	May	68	140
June	12	17	11%	Jun	80	157
Jul	12	10	10%	Jul	92	167
Aug	12	25	8%	Aug	104	192
Sep	13	12	7%	Sep	117	204
Oct	13	25	6%	Oct	130	229
Nov	11	11	7%	Nov	141	240
Dec	9	9	5%	Dec	150	249
Total		150				



ATTACHMENT B

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanica l Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
621-15	Re-roof	1st American Roofing	Robin Glisson	345 Evans Street	\$ 47.00					\$ 47.00	\$ 70.00
BPR-678-15	Re-roof	Stone Creek Roofing & Exteriors	Toni Somski	624 Moffat St	\$ 47.00					\$ 47.00	\$ 203.72
BPC-607-15	Remodel	Pradell Builders	Kevin Kidd	578 Briggs St	\$ 441.75	\$ 90.00		\$ 81.00	\$ 287.14	\$ 899.89	\$ 472.50
BPR-589-15	Furnace/AC	Flatland Htg & Air	Norm Heinen	805 Briggs St	\$ -	\$ 119.00				\$ 119.00	\$ 118.12
BPR-591-15	Fence	Homeowner	Ruth Hamm	300 Kattell St	\$ 38.75					\$ 38.75	\$ 17.50
BPR-677-15	Siding	Boulder Valley Siding	Bob Stephens	535 Cheesman St	\$ 139.25					\$ 139.25	\$ 122.50
BPR-700-15	Gas Line	Samton Plmbg	Marlen Zabelski	115 Briggs St				\$ 45.00		\$ 45.00	\$ 5.25
BPR-778-15	Pergola	Pittser Properties	Noreen Canaday	320 Kattell St	\$ 83.25					\$ 83.25	\$ 43.75
BPR-803-15	Windows/Wells	Homeowner	Jean Vigil	704 Holbrook St	\$ 69.25					\$ 69.25	\$ 35.00
BPR-707-15	Re-roof	Madsky Roofing	Louis Garcia	550 Pierce St	\$ 47.00					\$ 47.00	\$ 104.39
					\$ -					\$ -	
					\$ 913.25	\$ 90.00	119.00	\$ 126.00	\$ 287.14	\$ 1,535.39	\$ 1,192.73