

Attention to Author:

ALL HIGHLIGHTED COMMENTS NEED TO BE RECOGNIZED. KEEP OR REWRITE HIGHLIGHTED LANGUAGE ACCORDING TO PROJECTS SPECIFICS. ONCE THAT IS COMPLETE, REMOVE ALL HIGHLIGHTS AND COMMENTS BEFORE ROUTING EXTERNALLY.

**DEVELOPER'S AGREEMENT
CREEKSIDE VILLAGE»**

THIS DEVELOPER'S AGREEMENT ("Agreement") is entered into between the City of Thornton ("City"), a Colorado municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229; and ("Owner") a HW Sodbusters, LLC <<2733 East Parleys Way, Suite 300 Salt Lake City, Utah 84109>>; The City, the Owner, may be referred to herein collectively as "Parties" or individually as "Party." Unless otherwise specifically provided in any section or subsection herein, the terms and conditions of this Agreement shall be effective upon recordation.

RECITALS

A. The Owner represents that it is the sole Owner of the following described real property located in the City of Thornton, County of Adams, and State of Colorado and intends to develop real property within the City generally located at the Southwest corner of 128th Avenue and Quebec Street »and more specifically described as Creekside Village. ("Property").

B. The effect of the Developer's intention to subdivide and/or develop the Property will be to directly impact and generate the need for on-site and off-site Improvements. The Developer acknowledges that the Improvements set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate.

C. The City, pursuant to Chapter 18 of the Thornton City Code ("Code"), requires execution of a Developer's Agreement establishing the obligations to provide for such Improvements necessitated by subdivision and/or development, and to satisfy all conditions placed on the development during the applicable review and approval processes.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, the approval by the City of the subdivision and development of the Property, the dedication of certain land and easements to the City, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows.

AGREEMENT

1.00 DEFINITIONS Unless the context otherwise clearly indicates, the following words and phrases shall be defined as follows:

1.1 "APPROVED PLANS" shall mean the City approved Conceptual Site Plans, Development Permits, construction drawings that were reviewed for compliance with City Codes and the Standards and Specifications. The engineer of record is responsible for adequacy of design and ensuring that the Improvements meet all City Codes and the Standards and Specifications.

1.2 "CITY" shall refer to the City of Thornton, Colorado, a municipal corporation, organized pursuant to Article XX, Colorado Constitution as a home rule municipality and shall include the City Manager, or designee or other official, body or agency designated by Charter or Ordinance to act on behalf of the City.

1.3 "CODE" shall mean the latest adopted version of the Thornton City Code.

1.4 "CONCEPTUAL SITE PLAN" shall refer to the plan approved by the City Council which establishes the framework for development and creates unique criteria for development on a specific property.

1.5 "CONTRACTOR" shall mean the Person under contractual obligation with the Developer to construct the Improvements identified herein, such term shall for purposes of this Agreement, include the term Developer throughout this Agreement.

1.6 "DEVELOPER" or "DEVELOPERS" shall mean HW Sodbusters, LLC and any Person acting through a duly executed power of attorney, in a form approved by the City, granting the attorney-in-fact full authority to act in the stead of or on behalf of the Owner or Owners, and shall mean and include any and all Owners of the Property.

1.7 "DEVELOPMENT PERMIT" shall refer the permit issued in accordance with the requirements and procedures outlined in the Code.

1.8 "FINAL ACCEPTANCE" shall be an acknowledgement by the City that the Warranty Period has expired with regard to the Improvements, and there are no outstanding items to be corrected under the provisions of the warranty.

1.9 "IMPROVEMENTS" shall mean all Public Improvements and Private Improvements that are constructed, installed, or placed in or on any type of real property located within or intended to be used within the City.

1.10 "INITIAL ACCEPTANCE" shall be an acknowledgement by the City that, to the best of the City's knowledge all of the Public Improvements have been completed in accordance with the Approved Plans and Standards and Specifications.

1.11 "LANDSCAPING IMPROVEMENTS" shall include but not be limited to living plants (i.e. trees, shrubs, sod, etc.), natural features (i.e. rock, stone, mulch, etc.), and structural features (i.e. irrigation systems, rails, fences, benches, retaining walls, playground equipment, fountains, etc.) as depicted on the Approved Plans for the Property.

1.12 "LETTER OF COMPLETION" shall be the letter notifying the Developer that the Private Improvements were constructed in accordance with the Approved Plans and the Standards and Specifications.

1.13 "OWNER" shall mean the Person or Persons in record title of the Property; individually, jointly and severally, or otherwise.

1.14 "PERFORMANCE GUARANTEE" shall mean any form of security, including a performance bond, cash escrow, assignment of funds or irrevocable letter of credit, in an appropriate amount and in a form that is satisfactory to the City.

1.15 "PERSON" shall have the same meaning as set forth in Section 1-2 of the Code; unless the context otherwise dictates a different meaning.

1.16 "PHASES" shall refer to Phases of development as indicated in the Phase Map attached hereto and incorporated herein as Exhibit B ("Phase Map").

1.17 "PRIVATE IMPROVEMENTS" shall include all Improvements intended to be privately owned and maintained, as defined by the Standards and Specifications.

1.18 "PUBLIC IMPROVEMENTS" shall include all Improvements intended to be publicly owned and maintained, as defined by the Standards and Specifications.

1.19 "PUBLIC LANDSCAPING IMPROVEMENTS" shall include, but not be limited to, living plants (i.e. trees, shrubs, sod, etc.), natural features (i.e. rock, stone, mulch, etc.), and structural features (i.e. irrigation systems, rails, fences, benches, retaining walls, playground equipment, fountains, etc.), as depicted on the Approved Plans for the Property and intended to be publicly owned and maintained.

1.20 "STANDARDS AND SPECIFICATIONS" shall mean the "Standards and Specifications for the Design and Construction of Public and Private Improvements" as adopted and amended by the City from time to time.

1.21 "WARRANTY GUARANTEE" shall mean any form of security, including a warranty bond, cash escrow, assignment of funds or irrevocable letter of credit, in an appropriate amount and form satisfactory to the City, to guarantee work performed and materials utilized in the time frame prior to Final Acceptance by the City.

1.22 “WARRANTY PERIOD” shall be the time frame during which the Developer is held liable for all work performed and materials utilized prior to Final Acceptance.

2.00 TITLE AND AUTHORITY Developer warrants to the City that it is the record Owner of the Property or acting in accordance with a currently valid and unrevoked power of attorney authorizing the Developer to take all actions with respect to the Property, as contemplated in this Agreement, on behalf of the recorded Owner or Owners of the Property and is in effect at the time of this Agreement. Each of the Persons executing this Agreement on behalf of the Parties hereto, hereby covenant and warrant that such Person is fully authorized to execute this Agreement on behalf of the Party or Parties such Person represents.

3.00 COMPLIANCE WITH CITY STANDARDS The Developer agrees to comply with all applicable City ordinances, regulations and permits issued by the City, and including specifically the Standards and Specifications, and shall pay all fees and charges imposed by such ordinances, regulations, permit or Standards and Specifications, in a timely manner.

4.00 IMPROVEMENTS REQUIRED – SECURITY

4.01 Improvements Developer shall construct and install the Improvements as set forth in this Agreement, which performance is deemed a material term of this Agreement. Construction and installation of the Improvements shall be in accordance with the Approved Plans and the Standards and Specifications. A schedule of the estimated costs, incorporated herein as Exhibit A (“Cost Estimate”), of the Improvements, as approved by the City, shall be utilized for establishing surety amounts. The Approved Plans are intended to represent all the Improvements set forth in the Cost Estimate. If there is a conflict between the Cost Estimate and the Approved Plans, the Approved Plans shall govern.

4.02 Construction of Improvements It shall be the responsibility of the Developer, at its sole expense, to design, construct and install the Improvements. Only Public Improvements shall be granted acceptance by the City as set forth in Section 5.00 herein. Private Improvements shall be issued a Letter of Completion as set forth in Section 5.03 herein. The Developer hereby agrees that once the construction of Improvements is commenced, time is of the essence for the completion of such Improvements in accordance with the requirements of this Agreement. Failure to construct the Improvements depicted within any of the Approved Plans in a timely manner, once construction has begun and unless otherwise extended in writing by the City or on account of Force Majeure, shall constitute a material breach of the obligation to construct such Improvement pursuant to this Agreement, and the City may declare the Developer in default of this Agreement in accordance with Section 15.00. Once constructed, the Developer shall repair and maintain such Public Improvements as set forth in Section 5.05 herein.

4.03 Payment for Improvements The Developer shall at all times promptly make payments for all amounts due to persons supplying labor, materials or services in connection with the Public Improvements identified in this Agreement, and to any Persons who may otherwise be entitled to assert a lien upon the public property or real property that is to become public property by virtue of state law. In the event that any Person records a lien, or threatens to do so upon the such property as provided herein, the Developer will indemnify and defend the City with respect to the claimed lien, and shall further immediately take any and all steps as are necessary to remove a recorded lien from the public property, at the Developer's expense, regardless of the merits of the claim of the lien claimant.

4.04 Security for Improvements The Developer's obligation to construct Improvements depicted within the Approved Plans shall be secured by a Performance and Warranty Guarantee.

- A. The Developer shall obtain a Performance Guarantee which shall be furnished to the City prior to the issuance of any construction permit. The type of Performance Guarantee chosen by the Developer shall be in accordance with all applicable provisions of the Standards and Specifications, the Code, and as required by Section 3.00 herein, except as provided in Section 5.06 of this Agreement. In addition, any Improvements within existing improved rights-of-way require a security deposit in the form of a letter of credit in the amount of one hundred percent (100%) of the estimated cost for such improvements as identified in the Cost Estimate and in accordance with Section 2-272(f)(3)(a) of the Code.
- B. The entity issuing the Performance and Warranty Guarantee shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and be included in the most recent listing of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.
- C. If, at any time prior to the City's acceptance of the Public Improvements, the Performance Guarantee expires or the entity issuing the Performance Guarantee fails to meet the requirements of this Section 4.04, or the estimated construction costs of the Improvements are reasonably determined by the City to be greater than the amount of the Performance Guarantee provided, then the City shall furnish the Developer with written notice of such condition, and within twenty (20) calendar days of the date of such notice the Developer shall provide the City with a substitute Performance Guarantee, or increase the Performance Guarantee to achieve one hundred percent (100%) of the estimated construction cost of Improvements other than Landscaping Improvements, which shall be secured at one hundred fifty percent (150%) of the estimated costs as

set forth in Section 5.06. If such Performance Guarantee is not furnished, as set forth herein, the City reserves the right to issue a stop work order as defined in the Standards and Specifications, and may declare the Developer in default of this Agreement in accordance with Section 15.00.

- D. The Developer providing the Performance Guarantee shall have no direct or indirect ownership interest in or managerial control over an entity issuing any type of Performance Guarantee.
- E. Upon the receipt and approval of the Performance Guarantee by the City, the Developer and the Developer's successor shall be eligible to apply for building permits pursuant to the City's applicable procedures and regulations then in effect. Receipt of the Performance Guarantee does not release the Developer of the conditions outlined in Section 11.00 herein.
- F. The issuance of a permit to facilitate the demolition and removal of existing Improvements on the Property shall not apply to this Section 4.04.

4.05 Licensing of Contractors and/or Subcontractors The Developer shall ensure that all Contractors and subcontractors employed by the Developer shall be licensed by the City before any work on the Improvements is commenced.

5.00 ACCEPTANCE OF PUBLIC IMPROVEMENTS

5.01 Conveyance to the City

- A. Prior to Initial Acceptance of Public Improvements, and unless such conveyance has not been previously made to the City, the Developer, by good and sufficient documents of conveyance, shall dedicate, convey, and grant to the City in perpetuity all required easements, rights-of-way, and fee title to real property, without expense to the City, and free and clear of all encumbrances as may be reasonably required to construct, place and maintain such Improvements, as determined by the City. Said instruments of conveyance shall be in a form acceptable to the City Attorney and shall be furnished to the City.
- B. In the event that the Developer is not record title owner of a property interest which Developer is required to dedicate, convey or grant to the City pursuant to this Agreement and as required by the Standards and Specifications, it shall be the sole obligation of Developer to acquire title to such property.

- C. As to any conveyance required by the City pursuant to this Agreement, the Developer shall at its sole expense provide the City with a policy of title insurance insuring that title to the property conveyed to the City is free and clear of all liens and encumbrances superior to the City's interest in the property unless otherwise approved by the City.
- D. The Developer shall be solely responsible to pay all general taxes attributable to the property interests, as applicable, interests conveyed to the City until the date of conveyance, and at the request of the City shall submit such estimated taxes, prorated to the date of conveyance, in conjunction with the conveyance.

5.02 Initial Acceptance of Public Improvements

- A. The Developer shall submit a written request for Initial Acceptance of all Public Improvements, for a Phase or for the entire Property, a minimum of seven (7) business days before the estimated completion date of the Public Improvements identified in the request for Initial Acceptance. The City's inspection of the Public Improvements will be within ten (10) business days of the City's receipt of the Developer's written request for Initial Acceptance. Upon inspection, the City will either issue a letter of Initial Acceptance of Public Improvements or issue a punch list of items that the Developer shall complete before a letter of Initial Acceptance of Public Improvements will be issued. If a punch list is issued, the Developer shall have sixty (60) calendar days to complete the punch list, subject to Force Majeure. If the items on the punch list are not completed within sixty (60) calendar days, the City reserves the right to issue a stop work order as defined in the Standards and Specifications, and may declare the Developer in default of this Agreement in accordance with Section 15.00.
- B. If at any time prior to a request for Initial Acceptance of any of the Public Improvements that are constructed or partially constructed, the Developer ceases construction of such Public Improvements, such cessation of work shall constitute a material breach and unless corrected as provided by Section 15.00, the City may declare the Developer in default of the Agreement in accordance with Section 15.00.
- C. Upon a finding of satisfactory completion of the Public Improvements in compliance herewith and all applicable ordinances and the Standards and Specifications, the City shall issue a letter of Initial Acceptance of Public Improvements to the Developer, which shall constitute the date of commencement of the Warranty Period. Prior to the issuance of the letter of Initial Acceptance of Public

Improvements the Developer shall obtain and deliver to the City a Warranty Guarantee, and provide the City mechanics lien waiver statements with respect to the Property.

- D. The City shall, within thirty (30) days of issuance of the letter of Initial Acceptance of Public Improvements, return any applicable Performance Guarantee to the Developer or designated Party, by a letter of transmittal.
- E. At the time of Initial Acceptance of the Public Improvements listed in this Agreement, such Public Improvements shall be deemed to be thereby conveyed to the City.

5.03 Completion of Private Improvements

- A. Upon a finding of satisfactory completion of the Private Improvements in compliance herewith and all applicable ordinances, regulations, and applicable permits issued by the City and the Standards and Specifications of the City, the City shall issue a Letter of Completion to the Developer.
- B. If at any time prior to a request for the Letter of Completion of any of the Private Improvements that are constructed or partially constructed, the Developer ceases construction for such Private Improvements, such cessation of work shall constitute a material breach and unless corrected as provided by Section 15.00, the City may declare the Developer in default of the Agreement in accordance with Section 15.00.
- C. Upon issuance of the Letter of Completion, the City shall release all Performance Guarantees being held for assurances of completion for the Private Improvements.

5.04 Warranty Guarantee

- A. The Developer shall warrant that all Public Improvements constructed pursuant to any applicable construction permit shall be free from defects, including, but not limited to, defects of materials, workmanship and design, and that the Public Improvements will otherwise fully comply with all applicable provisions of the Standards and Specifications for a period of no less than two (2) years from the date of Initial Acceptance or until eighty percent (80%) of the building permits have been issued for the Property, whichever is longer.
- B. The Developer shall provide a Warranty Guarantee equal to fifteen percent (15%) of the total estimated costs of the Public

Improvements, excluding Landscape Improvements as provided in Section 5.06. The Warranty Guarantee shall provide security for the costs which may be necessary in repairing and/or replacing Improvements during the two (2) year Warranty Period following Initial Acceptance of the Public Improvements by the City.

- C. In the event that any substantial repair or replacement is required to any of the Public Improvements during the Warranty Period and such repair or replacement is not timely made upon notice to the Developer and or in any event before the expiration of the Warranty Period, the City may elect to:
1. Extend the Warranty Period for up to one (1) additional year past the original expiration following Initial Acceptance of the completed repair or replacement;
 2. Adjust the amount or term of the Warranty Guarantee, as may be appropriate; or
 3. Declare the Developer in default to the Developer pursuant to Section 15.00.

5.05 Final Acceptance of Public Improvements

- A. No earlier than sixty (60) days nor later than forty-five (45) days prior to the date of expiration of the Warranty Period, the Developer shall submit a written request for Final Acceptance of Public Improvements, and within ten (10) days of such request the City shall conduct a final inspection of the Public Improvements, or authorized Phase thereof. The Developer shall certify to the City, in connection with the request for Final Acceptance of Public Improvements that all persons and entities having provided labor and/or services in the construction of the Public Improvements have been fully paid subject to such exceptions as may be disclosed to the City and which are acceptable to the City. If the Public Improvements, subject to the inspection request fully conform to the Standards and Specifications, and all repairs, have been made to bring same into such conformance, then the City shall issue a letter of completion and/or Final Acceptance of the subject Public Improvements to the Developer. After Final Acceptance of the Public Improvements, the Developer may request, and the City shall release, the Warranty Guarantee.
- B. The Developer is required to request Final Acceptance of the Public Improvements no later than forty-five (45) days prior to the end of the Warranty Period. The City shall, within ten (10) days of the request, perform a final inspection of the Public Improvements and submit to the Developer a punch list of any corrective items

necessary to obtain Final Acceptance. The Developer shall complete the corrective items and have the Public Improvements Finally Accepted by the City no later than ten (10) working days prior to the expiration of the Warranty Period. If the Developer fails to have Public Improvements Finally Accepted within ten (10) days prior to the date of expiration of the Warranty Period, then the City may declare the Developer in default pursuant to Section 15.00 herein and the City may draw on any applicable Warranty Guarantee, or the City may elect to extend the Warranty Period in additional sixty (60) day increments. In the case the City elects to extend the Warranty Period an additional punch list of corrective items will be issued to the Developer and those items shall be completed prior to the issuance of Final Acceptance of Public Improvements.

- C. Nothing herein shall be construed or deemed as requiring the City issue Final Acceptance and release from warranty any Improvements that are defective or damaged.
- D. Repair of any damage or deterioration of the Public Improvements that impairs the structural integrity of the Public Improvements that are a consequence of construction within the Property, as determined by the City, prior to issuance of the final certificate of occupancy for the Property, shall be the responsibility of the Developer, and any successors or assigns.

5.06 Landscaping Improvements

- A. In the event that the Developer is unable to complete the Landscaping Improvements, as identified in this Agreement because of periods of adverse weather, Force Majeure, or for other reasons beyond the Developer's control, as approved by the City, the Developer may submit to the City an additional Performance Guarantee for only the Landscaping Improvements in the form of a cash payment, a cashier's check, assignment of funds or an irrevocable letter of credit payable to the City in an amount equal to one hundred fifty percent (150%) of the estimated cost of all uncompleted Landscaping Improvements. Upon receipt of any Performance Guarantee for Landscaping Improvements authorized by this paragraph, in a form acceptable to the City, the City may issue a certificate of occupancy.
- B. These Landscaping Improvements shall be completed at a time agreeable to both Parties; however, no later than eight (8) months from the date of approval of the request for the additional Performance Guarantee for the Landscaping Improvements by the Developer. The City shall release the Performance Guarantee for

Landscaping Improvements only upon completion or Acceptance of all Landscaping Improvement obligations by the Developer.

- C. Failure of the Developer to complete the Landscaping Improvements as provided herein shall constitute a material breach of this Agreement, and unless cured, the City may declare the Developer in default of this Agreement in accordance with Section 15.00.
- D. In the event of a default by the Developer, the method and manner in which the City elects to construct and install the Landscaping Improvement obligations shall be within the discretion of the City provided, however, that nothing herein shall obligate the City to install or complete the Landscaping Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of the Developer requiring completion of Landscaping Improvements. Any remaining funds will be returned to the Developer after the City determines the construction has been completed. The City, however, shall not be deemed to have accepted any payment responsibility or liability in conjunction with any documents identified in this section.
- E. The Developer shall be responsible for maintenance of the Public Landscaping Improvements until Initial Acceptance of all Public Landscaping Improvements. The Developer shall provide the City a Warranty Guarantee for all Public Landscaping Improvements equal to fifty percent (50%) of the total estimated cost of Public Landscaping Improvements as identified in the Cost Estimate in the same manner as set forth in Section 5.04.

6.00 INSURANCE

- 6.01 The Developer agrees to procure and maintain in force, and at its own cost, the following coverages:
 - A. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance.
 - B. Commercial, General or Business Liability Insurance with minimum combined single limits of \$2,000,000.00 for each occurrence and \$2,000,000.00 general aggregate.
 - C. Automobile Liability Insurance with minimum combined single limits for bodily injury and Property damage of not less than \$600,000.00 for any one occurrence, with respect to each of the Developer's

owned, hired, or non-owned vehicles assigned to or used in performance of services.

6.02 Evidence of qualified self-insured status may be substituted for one (1) or more of the foregoing insurance coverages, if approved by the City.

6.03 The Developer shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. Only insurers with an A rating, or better, by AM Best will be acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Developer pursuant to retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

6.04 The Developer agrees to have the City named as an Additional Insured on all General Liability and Auto Liability insurance policies as evidenced through a Certificate of Insurance and an Additional Insured endorsement.

6.05 A Certificate of Insurance shall be completed by the Developer's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City prior to commencement of any services to the Property. The City shall review the Certificate within ten (10) working days of receipt. The Certificate shall identify the Developer's Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least sixty (60) days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to:

City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229-4326
Attention: Development Engineering

6.06 Failure on the part of the Developer to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by City to Developer, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith and all monies so paid by City shall be repaid by the Developer to City upon demand, or City may offset the cost of the premiums against any monies due to Developer from City, or revoke all building permits until a new policy is provided.

6.07 The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this Agreement.

6.08 The Parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the City, its officers, or its employees.

7.00 LIABILITY LIMITATIONS

7.01 Non-Liability

The Developer acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the Developer or third parties associated with the Developer is assumed by such review and approval, or immunity waived, as is more specifically set forth in Government Immunity Act C.R.S. 24-10-101, *et seq.*

7.02 Indemnification

The Developer agrees to indemnify, defend, covenant not to sue, and hold harmless the City, its officers, officials, and employees, from and against all actions, claims, or demands on account of any injury, damage, loss or liability, including fines imposed by any applicable state or federal regulatory agency, court costs, expenses, and attorney fees, which arises out of or is in any manner connected with any of the work to be performed by the Developer, any Subcontractor of the Developer, or any officer, employee, agent, successor or assign of the Developer or Subcontractor under this Agreement.

8.00 WAIVER A waiver by any Party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

8.01 The Developer specifically waives all the provisions under Part 8 of Article 20 of Title XIII, C.R.S., regarding defects in the Improvements under the Agreement and agrees that the provisions of said statutory provisions shall not apply to this Agreement or to any construction defects as defined in the statutory provisions.

8.02 The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work from showing the true amount and character of the work performed and materials furnished by the Developer, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Standards and Specifications.

9.00 BUILDING PERMIT RESTRICTIONS The Developer agrees it shall be estopped from asserting that this Agreement, the City's approval of construction plans or the City's issuance of any type of permit for construction of the Improvements in any way, constitutes an approval of building permit allocations or building permits.

9.01 The Developer expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Improvements prior to approval of building permit allocations or building permits is exclusively at the Developer's risk. The City reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Property based on current or future ordinances of the City.

9.02 Upon written request of the Developer, at the sole discretion of the Development Engineering Manager, the Developer may begin construction of the Improvements without furnishing a Performance Guarantee, as provided in this Agreement, upon the following conditions: 1) the Developer shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit, 2) after the Developer begins construction of the Improvements if the Improvement remains unfinished for a period of one (1) year from the date this Agreement becomes effective, the City shall require a Performance Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Developer will have fifteen (15) days to provide the City such a Performance Guarantee, or the City may issue a stop work order as defined in the Standards and Specifications to remain in effect until the Performance Guarantee is provided to the City.

9.03 Upon completion of the Public Improvements and the City's Initial Acceptance of the same, this building permit restriction shall be removed upon receipt of the Warranty Guarantee as outlined in Section 5.04.

10.00 PHASING In the event that phasing is permitted and undertaken by the Developer, no building permits may be issued within any subsequent Phase until Initial Acceptance has been granted for the Improvements in the previous phase. The receipt of a Performance Guarantee by the City does not satisfy the condition of Initial Acceptance as defined in this Agreement, and the Standards and Specifications.

11.00 SPECIAL PROVISIONS The Developer and the City further agree to the following requirements:

11.01 Each Phase, as depicted on the attached Phase Map, shall have two points of access and a looped water system, as determined by the Fire Marshal, prior to the issuance of any building permits for that Phase to allow for proper fire protection during construction and development, and shall have the appropriate sanitary sewer substantially completed, as determined by the Development Engineering Manager, prior to the issuance of any building permit for that Phase.

11.02 Developer may obtain building permits for up to 5 model homes (model home complex) to be located in a Phase prior to the completion of the Improvements required in said Phase; provided, that 1) all Improvements in the immediately preceding Phase have been substantially completed as determined by the Development Engineering Manager; and 2) adequate fire protection and all weather emergency access(es), as determined by the Fire Marshal, is(are) available to the site on which the model homes are to be constructed. The Developer shall submit a request for said model home building permits showing the site designated for the location of the model home complex, parking, emergency access driveways/roadways, nearby fire hydrants, security and customer control fencing and sufficient information regarding utility services to the model home complex. Upon meeting these requirements, the City may issue certificates of occupancy for the purpose of model show homes; provided, the Developer has completed the Improvements serving the model home complex subject to the satisfaction of the Development Engineering Manager. Prior to issuance of a certificate of occupancy for a model home, the water lines and sanitary sewers shall have passed all required inspections and tests.

11.03 The Developer shall have the Improvements identified in the attached Cost Estimate, Phase 1 and further defined in the construction plans substantially complete as determined by the Development Engineering Manager prior to the issuance of the 34th building permit, which includes the model home permits. The Developer shall complete and have under Initial Acceptance the Improvements identified in the attached Cost Estimate, Phase 1 and further defined in the construction plans, prior to the issuance of the 57th building permit, which includes the model home permits. The Developer shall have the Improvements identified in the attached Cost Estimate, Phase 2 and further defined in the construction plans substantially complete as determined by the Development Engineering Manager prior to the issuance of the 21st building permit, which includes the model home permits. The Developer shall complete and have under Initial Acceptance the Improvements identified in the Cost Estimate, Phase 2 and further defined in the construction plans, prior to the issuance of the 36th building permit, which includes the model home permits. The Developer shall have the Improvements identified in the attached Cost Estimate, Phase 3 and further defined in the construction plans substantially complete as determined by the Development Engineering Manager prior to the issuance of the 22nd building permit, which includes the model home permits. The Developer shall complete and have under Initial Acceptance the Improvements identified in the Cost Estimate, Phase 3 and further defined in the construction plans, prior to the issuance of the 38th building permit, which includes the model home permits.

All remaining landscaping and park and recreation Improvements are addressed elsewhere in this Developer's Agreement.

11.04 The Developer shall at its own expense, design, furnish, construct, and install all Improvements in accordance with the Approved Plans and "City of Thornton Standards and Specifications for the Design and Construction of the

Public and Private Improvements”,. These Improvements are required to serve this subdivision including, but not limited to streets, utilities, drainage, street lights, curb, gutter, sidewalks, parks, regional trails and right-of-way landscaping. All Public Improvements constructed by the Developer in public rights-of-way, easements or other land dedication to the City on the subdivision shall become the property of the City and the Developer shall warrant the Public Improvements for two years from the date of Initial Acceptance or until 80% of the total building permits for the subdivision are issued, whichever is greater.

11.05 The Developer shall have substantially completed all appropriate drainage work, including off-site drainage Improvements/detention facilities, easements and erosion control measures, necessary to convey storm water flows from the subdivision to a drainage way acceptable to the Development Engineering Manager prior to any paving, concrete work, or issuance of the first building permit for the Property.

11.06 All new and existing utility and power lines shall be installed underground prior to the issuance of any building permit for the Property. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed. Specifics of the screening requirements shall be reviewed at the time of the Minor Development Permit for Landscaping Improvements.

11.07 The Developer shall pay cash-in-lieu for <<X/X>> of the future construction, relocation, maintenance, repair and/or operation of the traffic control device at <<enter intersection>> in the amount of \$_____ prior to the 1st building permit in Phase 1 of the Property. This amount will be based upon the actual cost of traffic signal installation from the year prior to the date of collection. City of Thornton capital project costs will be utilized to determine the actual costs, and a developer's agreement amendment will be required at that time to memorialize the final amount to be collected.

Comment [a1]: Use \$250,000 for full signals and \$175,000 T signals per full signal location. (Add additional signals as appropriate)

11.08 The Developer shall pay cash-in-lieu for the future construction of <<X>> flashing school lights at the location of <<location>> in the amount of \$_____ prior to the issuance of the 1st building permit in Phase 1 of the Property. This amount will be adjusted at the time of collection based upon the previous year's City of Thornton capital improvement costs for school flashing light installation. A developer's agreement amendment will be required at that time to memorialize the final amount to be collected.

Comment [CU2]: Use \$7500 per flashing school light as appropriate

11.09 The Developer shall pay cash-in-lieu for the future construction of one-half of the median along <<enter roadway>> in the amount of \$_____ prior to the issuance of the 1st building permit in Phase 1 of the Property. If cash-in-lieu has been collected for the other half of the median prior to the issuance the

Comment [CU3]: Use \$100/ If which includes the tap fee. (Add additional median sections as appropriate) Paid prior to 1st BP – 18-543. If revised from fist BP, language shall be added "or at such time as the City requests".

construction permit for the Property, the Developer will be responsible for the construction of the median in its entirety. After Initial Acceptance of the median, the Developer will be reimbursed the amount collected for the (northern/southern/eastern/western) half of the median. This amount will be adjusted at the time of collection based upon the previous year's City of Thornton capital improvement costs for median installation. A developer's agreement amendment will be required at that time to memorialize the final amount to be collected.

11.10 The Developer shall pay \$ _____ for the <<enter name of reimbursement>> upon execution of this Agreement. This collection shall be based upon a Construction Cost Index of (insert current CCI).

Comment [CU4]: Check shall be submitted with approved Plat per the Reimbursement Ordinance. Notification of collection is required to be sent to Contracts.

11.11 Upon Initial Acceptance of <<enter location>>, the Developer shall be reimbursed in the amount of <<enter amount>> for the construction of <<enter scope of Improvement>>.

Comment [CU5]: Utilize the CCI at time of recordation

11.12 The Developer shall pay fees in lieu of the Public Land Donation in the amount of \$ _____ prior to the issuance of any construction permit for the Property.

Comment [CU6]: Utilize this section if funds from the advance for construction account will be reimbursed to the Developer

11.13 The Developer shall be reimbursed for all oversizing of the <> in accordance with the City of Thornton Utility Code. All requests for oversizing shall be made in writing to the Development Engineering Manager after Initial Acceptance for the infrastructure eligible for oversizing reimbursement. No oversizing shall be paid by the City for any requests in violation of the City of Thornton Utility Code or made after 120 days of Initial Acceptance.

Comment [CU7]: Revised by Current Planning depending on value of eligible improvements.

Comment [JO8]: Fill in the specific improvement and location. Fill in the specific improvement and location. Oversizing is defined by any waterline over 16" and any sanitary sewer over 15" per Code.

11.14 The Developer shall submit acceptable construction drawings for Tract <<name>> (City/Metro District Park) prior to the approval of the infrastructure construction drawings. Construction drawings for the Tract shall be approved by the City prior to the issuance of the first building permit for the Property.

Comment [CU9]: Remove section if N/ A

11.15 Improvements to Tract <<name>>, as shown on the approved Minor Development Permit shall be completed, as determined by the Development Engineering Manager, and under Initial Acceptance prior to the issuance of the <<#>> building permit of Phase <<#>> or any building permit in any subsequent phase. Tract <<name>> shall be maintained by the Developer until Initial Acceptance has been granted by the City.

Comment [CU10]: Remove section if N/ A or duplicate if multiple tracts require this language.

Comment [CU11]: (½ building permits for property)

11.16 The landscaping and seeding adjacent to and within Tract <<name>> (detention pond "<<tract label>>") shall be completed and found to be in compliance with the Approved Plans and re-certified for volume and design after the landscaping is completed prior to Initial Acceptance of Phase <<#>>.

11.17 All right-of-way and common landscape areas shall be completed in each Phase, found to be in compliance with the Approved Plans, and issued a Letter of

Comment [JO12]: Include the timing of any well landscaping

Completion prior to the issuance of the <<½ total of the Phase>> building permit in Phase <<#>>, and prior to the issuance of the <<½ total of that Phase>> building permit in Phase <<#>>. The Developer is responsible for maintaining all homeowners' association/ metropolitan district common landscape areas until the City has inspected and verified that the landscaping improvements comply with the approved Development Permit.

11.18 All perimeter and common fencing shall be completed in each Phase and found to be in compliance with the Approved Plans prior to the issuance of the <<½ total in that Phase>> building permit in Phase <<#>>, and prior to the issuance of the <<½ total in that Phase>> building permit in Phase <<#>>, etc. which includes the model home permits.

11.19 The Developer is required to acquire a building permit through the Building Inspection Division for all fences required with the development of the subdivision.

11.20 <<Add all Annexation requirements (Also include all council approved requirements related to Annexation agreements, CSP resolutions, and Development Permit Resolutions).>>

11.21 Developer agrees that the Improvements constructed shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES permits issued to the Developer, applicable to the development. The Developer further agrees that in the event there is any violation of such standards or NPDES permit issued, if the City, as a result of the Developer's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Developer to cure the default by reimbursement to the City, upon notice to cure as required by Section 15.00 herein, shall result in a default of this Agreement.

11.22 The Developer and the City hereby agrees that if the Developer has chosen to obtain a title insurance policy to assure the City that all the land to be dedicated to the City as public land or for public purposes, on any subdivision plat required for the Property, is free and clear of all encumbrances will, if not otherwise provided to the City, upon recordation of such plat immediately provide the City an endorsement to any said title insurance policy naming the City as an additional insured and providing the City with evidence of such endorsement within three (3) business days from the date of recordation. The Developer further agrees that any encumbrance show by such title insurance policy that affects or impacts in any way the land to be dedicated to the City as public property or for public purposes will be removed from the title insurance policy exceptions, to the satisfaction of the City and at the expense of the Developer, prior to the issuance of any building permit, grading permit or development permit for the Property.

Comment [JO13]: 1. Insert when Developer's Attorney is not willing to sign the Attorney's certificate on plat and when 2) the Title company is willing to declare that the ROW is free and clear of all encumbrances OR the City is acceptable to the encumbrances listed in Schedule B of the Title Commitment. If the title company is willing to put the City as an insured party on the title policy prior to the recordation of the plat this section could be removed.

11.23 Pursuant to the Annexation Agreement dated the _____ day of _____ [if the Annexation Agreement is recorded you can use the recordation

information rather than the date] the property owners agreed to be responsible for construction of [describe the public improvements either by phase or for the entire project]. Since annexation the City determined that construction of such public improvements were necessary for the public safety and welfare and therefore expended public funds for the constructions of those improvements. Now therefore, the Developer hereby agrees to reimburse the City for the cost of construction of such improvements as these public improvements are necessary as a direct consequence of this development by payment to the City upon execution of this Developer's Agreement. The Developer shall pay \$_____ for the <<enter name of Improvement>> upon execution of this Agreement. This collection was based upon a Construction Cost Index of <<insert current CCI>>

Comment [a14]: Section should be filled in if any city funded project constructed improvements adjacent or within the Property, or as outlined in the Annexation Agreement as a required improvement.

11.24 Placeholder for the creation of language for fire exclusion requirement from the Annexation Agreement.

11.25 Placeholder for language on satisfying the obligations of Section 6 of the AX Agreement.

11.26 Placeholder for existing UEPCs.

Comment [J015]: Obtain from Contracts

11.27 Are there any conditions required for timing of 1st submittal, approval, etc. to external reviewers (CDOT, UDFCD, Ditch companies etc.) that need project benchmarks?

11.28 Prior to the issuance for a construction permit on the Property, the Conditional Letter of Map Revision for the drainageway work within the <<insert drainageway here>> shall be approved in writing by the Federal Emergency Management Agency. Prior to the Initial Acceptance of Phase X, the Letter of Map Revision for the <<insert drainageway here>> shall be approved in writing by the Federal Emergency Management Agency.

11.29 The Property may be subject to the regulations outlined in Chapter 18 of the City Code pertaining to the Residential Growth Pacing System should it be reenacted at any time by City Council.

12.00 NOTICE Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other Party, and unless amended by written notice, to the following:

OWNER:
HW Sodbusters, LLC
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
(801) 485-7770
Attn: Josh Woodbury

CITY OF THORNTON:
Deputy City Manager
City Development Department
9500 Civic Center Drive
Thornton, CO 80229-4326
(303) 538-7295

13.00 BINDING EFFECT/NON-ASSIGNMENT

13.01 Except as set forth at Section 13.02 below, or as otherwise provided herein, this Agreement shall be binding on the Parties hereto, their respective successors and assigns, and shall be deemed to constitute a covenant running with the land. Any such successor and assign shall be jointly and severally liable for performance of this Agreement. This Agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled. The obligations and/or liabilities of this Agreement may not be assigned by the Developer or any Owner, if not the Developer, without approval of all the Parties to this Agreement.

13.02 This Agreement shall not be binding on the specific parcels within the Property sold or conveyed by the Developer to individual homeowners.

14.00 OBLIGATIONS OF MORTGAGOR OR LIENHOLDER The Parties agree that the signatures of any mortgagors or lienholders are to subordinate their interests in the Property to the rights and remedies of the City for purposes of this Agreement if liens or mortgages exist or should a lien or mortgage be placed on the Property after recordation of this Agreement. No mortgagor or lienholder is obligated to complete any of the Improvements described in this Agreement unless the mortgagor or lienholder becomes the Owner of the Property and continues development of the Property by requesting any or all applicable permits, certificates or other approvals from the City. In that event, the Improvements shall be completed pursuant to the terms and conditions of this Agreement.

15.00 DEFAULT A written Notice of default ("Default") shall be sent by the City to the Developer and shall specify the conditions of Default.

15.01 If the Default occurs because the Developer fails to timely comply with any material terms, conditions, or obligations hereof, and any such non-compliance, is not cured or brought into compliance within thirty (30) calendar days of the date of the written Default notice to the Developer, unless the City in writing designates a longer cure period, as reasonably requested by the Developer, then the City may initiate either any of the following actions:

- A. The City may call for payment on any applicable performance guaranty or Warranty Guarantee, in whatever form, that was provided by the Developer; and
- B. The City may issue a stop work order, as defined in the Standards and Specifications, until the Default is cured as provided herein. If the Default is not cured, the stop work order shall remain in effect until a subsequent Developer assumes the responsibilities of development pursuant to Section 13.00; and
- C. The City may pursue any other remedy at law or equity before any court of competent jurisdiction and any such remedies authorized in this Section 15.00.

The Developer hereby grants an access easement to the City for the purpose of constructing the Improvements identified on the Approved Plans in order to protect and promote the public's health safety and welfare.

15.02 In the event that the Default is for an event of insolvency, the City may do the following:

- A. The City may issue a stop work order, as defined in the Standards and Specifications, until the Default is cured as provided herein. If the Default is not cured, it shall remain in effect until a subsequent Developer assumes the responsibilities of development pursuant to Section 13.00 of this Agreement; and
- B. The City and all non-defaulting Parties may allow an assignment of all of the obligations of the defaulting Party as provided in Subsection 13.01 of this Agreement. The consent of the defaulting Party will not be required and the defaulting Party will not be considered a Party to this Agreement for purposes of such assignment.

16.00 INSOLVENCY Notwithstanding the ability of the Developer to cure a default, pursuant to Section 15.00, it shall be a material breach of this Agreement for the Developer to cause an event of Insolvency to occur during the term of this Agreement. An event of Insolvency shall mean the following: a) the Developer or Owner of the property, if different than the Developer, files a Bankruptcy; b) The Developer or Owner allows the Property to be subject to a foreclosure or if the Property is sold as a result of a foreclosure; c) the Developer ceases to do business, by prolonged cessation of work; prolonged means that all building permits issued for the Property have expired and no inspections of the construction on the Property have occurred within six (6) months of expirations of such permits; or d) the Developer is no longer authorized to do business in Colorado. When the City becomes aware of an event of Insolvency, the City shall notify the Developer or the Owner, if different from the Developer, of Default by reason of an event of Insolvency and that the City will proceed with any action as authorized by this Agreement.

17.00 GOVERNING LAW, ENFORCEMENT AND REMEDIES This Agreement shall be governed by the laws of the State of Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity.

17.01 The rights and remedies of the City, as provided in this Agreement, are in addition to and do not limit any other available rights and remedies afforded by the Agreement or as otherwise available by law.

17.02 In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to, building permits and certificates of occupancy, for the Property or for any structure or lot within the Property in the event of a breach of this Agreement by the Developer that is not cured.

18.00 NO THIRD PARTY BENEFICIARIES It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Owner, and the Developer, and nothing contained in this Agreement shall give or allow any such claim to right of action by any other third person on such Agreement. It is the expressed intention of the City, the Developer, and the Owner, if different than the Developer, that any person other than the City, the Developer, and the Owner, if different than the Developer, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19.00 SEVERABILITY If any portion of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this Agreement.

20.00 INTEGRATION AND AMENDMENTS This Agreement shall constitute the entire Agreement between the Parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the Parties.

21.00 ATTORNEYS' FEES If the Developer breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES WILL FOLLOW]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the Party below has executed this Agreement as of the dates herein set forth.

Comment [a16]: Remove all signature pages that do not apply

DEVELOPER

Date

Print Name

Signature

Title

ATTEST:

Secretary Date

Comment [a17]: The Secretary signature block is only signed if the company has someone that signs off that the "developer" has the authority to sign these agreements on behalf of the company.

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was signed before me this ___ day of _____, 20__.
by _____, of _____, its _____.

WITNESS my hand and official seal. My commission expires _____.

Notary Public

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the Party below has executed this Agreement as of the dates herein set forth.

OWNER Date

Print Name

Signature Title

ATTEST:

Secretary Date
(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was signed before me this ___ day of _____, 20__.

by _____, of _____, its _____.

WITNESS my hand and official seal. My commission expires _____.

Notary Public

Comment [a18]: We can remove this signature page if the Developer provides power of attorney. Power of attorney should be recorded with the DA. Contact the Legal Dept. if this occurs.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the Party below has executed this Agreement as of the dates herein set forth.

MORTGAGOR/LIENHOLDER

Date

Print Name

Signature

Title

ATTEST:

Secretary (SEAL) Date

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was signed before me this ___ day of _____, 20__.
by _____, of _____, its _____.

WITNESS my hand and official seal. My commission expires _____.

Notary Public

CITY OF THORNTON

Jeff Coder, Deputy City Manager

ATTEST:

Nancy Vincent, City Clerk

Date

(SEAL)

APPROVED AS TO FORM:
Margaret Emerich, City Attorney

Gary G. Jacobson, Deputy City Attorney

Date

APPROVED FOR COST ESTIMATE AND/OR PHASE MAP

Jason O'Shea,
Development Engineering Manager

Date

Engineer's Estimate of Probable Cost
for
Creekside
Phase I

Prepared for:

Woodbury Corporation
2733 E. Parleys Way No. 300
Salt Lake City, UT 84109

Prepared by:

Jansen Strawn Consulting Engineers
45 West 2nd Avenue
Denver, CO 80223

Summary of Improvement Costs:

Grading & Erosion:	\$997,823
Road Improvements:	\$3,127,848
Storm Sewer:	\$757,728
Sanitary Sewer:	\$501,953
Waterline:	\$931,729

Phase I Total: **\$6,317,081**

Date Prepared:

March 10, 2016

Items not included: On site Improvements, Contractor Fees, Demolition, Permits,
Survey, Mobilization, Landscape Improvements, Dry Utilities or Tap Fees
This estimate was prepared based on the best available information at the date prepared.

**Engineer's Estimate of Probable Cost
Creekside
Phase I**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS</u>					
6001	OVERLOT FILL	166,777	CY	\$3	\$416,943
6002	OVER EXCAVATION	155,751	CY	\$2	\$350,440
6007	IMPORT FILL	11,027	CY	\$9	\$93,726
7001	SEEDING, MULCHING, AND SURFACE ROUGHENING	54	AC	\$2,000	\$108,000
7002	SILT FENCE	5,322	LF	\$1	\$5,854
7003	VEHICLE TRACKING CONTROL	1	EA	\$1,250	\$1,250
7004	INLET PROTECTION	19	EA	\$150	\$2,850
7005	CONCRETE WASHOUT	1	EA	\$100	\$100
7016	SAFETY FENCE	7,097	LF	\$2	\$15,329
7017	OUTLET PROTECTION	4	EA	\$150	\$600
7018	CURB SOCK	42	EA	\$65	\$2,730
SUBTOTAL I:					\$997,823

SUMMARY CREEKSIDE PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS

I. PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS	SUBTOTAL I:	\$997,823
TOTAL		\$997,823

**Engineer's Estimate of Probable Cost
Creekside**

Phase I

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - EAST 128 AVENUE ROAD IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	1,689	LF	\$12	\$20,273
1007	8 FT. DETACHED WALK (6")	1,168	LF	\$22	\$25,701
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	6	EA	\$1,500	\$9,000
1019	FULL DEPTH ASPHALT (9" est.)	4,680	SY	\$25	\$117,004
1020	SUBGRADE PLACEMENT (12" est.)	4,680	SY	\$3	\$11,700
1021	SIGNAGE	9	EA	\$400	\$3,600
1022	STRIPING, THERMOPLASTIC PER CITY	11,064	LF	\$5	\$55,321
1026	INTERSECTION STOP LIGHT UPGRADE	4	EA	\$70,000	\$280,000
1028	ARTERIAL LIGHTING	5	EA	\$6,000	\$30,000
1029	SAWCUT EXISTING PAVING	1,765	LF	\$3	\$5,295
1030	ASPHALT VARIABLE ROTOMILL (2" AVG.)	1,630	SY	\$8	\$13,036
1031	REMOVE AND DISPOSE EXISTING PAVING	466	SY	\$8	\$3,494
SUBTOTAL I:					\$574,425
<u>II. PHASE I - EAST 127 AVENUE ROAD IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	2,516	LF	\$12	\$30,187
1002	6 INCH MEDIAN CURB & GUTTER	462	LF	\$10	\$4,624
1006	6 FT. DETACHED WALK (6")	2,215	LF	\$20	\$44,303
1008	10 FT. DETACHED WALK (6")	63	LF	\$18	\$1,139
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	12	EA	\$1,500	\$18,000
1011	MID-BLOCK HCR'S	2	EA	\$500	\$1,000
1019	FULL DEPTH ASPHALT (9" est.)	5,203	SY	\$25	\$130,076
1020	SUBGRADE PLACEMENT (12" est.)	5,203	SY	\$3	\$13,008
1021	SIGNAGE	13	EA	\$400	\$5,200
1022	STRIPING, THERMOPLASTIC PER CITY	2,475	LF	\$5	\$12,377
1026	INTERSECTION STOP LIGHT UPGRADE	1	EA	\$70,000	\$70,000
1028	ARTERIAL LIGHTING	7	EA	\$6,000	\$42,000
1050	TEXTURED/COLORED CONC. PAVEMENT (12" est.)	312	SY	\$32	\$9,982
SUBTOTAL II:					\$381,896
<u>III. PHASE I - QUEBEC STREET ROAD IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	2,549	LF	\$12	\$30,587
1002	6 INCH MEDIAN CURB & GUTTER	2,549	LF	\$10	\$25,492
1008	10 FT. DETACHED WALK (6")	2,288	LF	\$18	\$41,190
1010	CURB RETURNS W/ HCR'S (COLLECTOR - 2 RAMPS)	4	EA	\$1,000	\$4,000
1019	FULL DEPTH ASPHALT (9" est.)	17,574	SY	\$25	\$439,351
1020	SUBGRADE PLACEMENT (12" est.)	17,574	SY	\$3	\$43,935
1022	STRIPING, THERMOPLASTIC PER CITY	14,400	LF	\$5	\$71,998
1028	ARTERIAL LIGHTING	10	EA	\$6,000	\$60,000
1050	TEXTURED/COLORED CONC. PAVEMENT (12" est.)	1,263	SY	\$32	\$40,427
1057	46.5'W x 12'H RCBC EXTENSION w/ WINGWALLS	1	LS	\$80,000	\$80,000
SUBTOTAL III:					\$836,981
<u>IV. PHASE I - ONEIDA ROAD IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	1,005	LF	\$12	\$12,061
1002	6 INCH MEDIAN CURB & GUTTER	102	LF	\$10	\$1,024
1006	6 FT. DETACHED WALK (6")	975	LF	\$20	\$19,509

**Engineer's Estimate of Probable Cost
Creekside**

Phase I

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	4	EA	\$1,500	\$6,000
1019	FULL DEPTH ASPHALT (9" est.)	2,341	SY	\$25	\$58,526
1020	SUBGRADE PLACEMENT (12" est.)	2,341	SY	\$3	\$5,853
1021	SIGNAGE	4	EA	\$400	\$1,600
1022	STRIPING, THERMOPLASTIC PER CITY	2,838	LF	\$5	\$14,191
1028	ARTERIAL LIGHTING	4	EA	\$6,000	\$24,000
1050	TEXTURED/COLORED CONC. PAVEMENT (12" est.)	30	SY	\$32	\$971

SUBTOTAL IV: \$143,734

V. PHASE I - RESIDENTIAL LOCAL ROAD IMPROVEMENTS

1004	4 INCH R/O CURB & GUTTER W/ ATT. SIDEWALK	13,547	LF	\$28	\$379,322
1006	6 FT. DETACHED WALK (6")	658	LF	\$20	\$13,150
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	20	EA	\$1,500	\$30,000
1011	MID-BLOCK HCR'S	10	EA	\$500	\$5,000
1019	FULL DEPTH ASPHALT (9" est.)	24,591	SY	\$25	\$614,781
1020	SUBGRADE PLACEMENT (12" est.)	24,591	SY	\$3	\$61,478
1021	SIGNAGE	21	EA	\$400	\$8,400
1027	STREET LIGHTING	29	EA	\$1,200	\$34,800
1053	10' CONCRETE TRAIL	1,121	LF	\$28	\$31,381
1056	SPEED CUSHION AND MARKER PAINTING	5	EA	\$2,500	\$12,500

SUBTOTAL V: \$1,190,813

SUMMARY CREEKSIDE PHASE I - ROAD IMPROVEMENTS

I. PHASE I - EAST 128 AVENUE ROAD IMPROVEMENTS	SUBTOTAL I:	\$574,425
II. PHASE I - EAST 127 AVENUE ROAD IMPROVEMENTS	SUBTOTAL II:	\$381,896
III. PHASE I - QUEBEC STREET ROAD IMPROVEMENTS	SUBTOTAL III:	\$836,981
IV. PHASE I - ONEIDA ROAD IMPROVEMENTS	SUBTOTAL IV:	\$143,734
V. PHASE I - RESIDENTIAL LOCAL ROAD IMPROVEMENTS	SUBTOTAL V:	\$1,190,813
TOTAL		\$3,127,848

**Engineer's Estimate of Probable Cost
Creekside
Phase I**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - EAST 127 AVENUE STORM IMPROVEMENTS</u>					
2010	24" RCP STORM SEWER	70	LF	\$67	\$4,690
2020	24" RCP FLARED END SECTION	1	EA	\$750	\$750
2025	10' TYPE "R" INLET	1	EA	\$6,200	\$6,200
2033	TYPE M RIP-RAP	60	CY	\$100	\$6,000

SUBTOTAL I: \$17,640

II. PHASE I - QUEBEC STREET STORM IMPROVEMENTS

2010	24" RCP STORM SEWER	1,913	LF	\$67	\$128,171
2011	18" RCP STORM SEWER	288	LF	\$56	\$16,150
2020	24" RCP FLARED END SECTION	2	EA	\$750	\$1,500
2021	18" RCP FLARED END SECTION	2	EA	\$600	\$1,200
2025	10' TYPE "R" INLET	1	EA	\$6,200	\$6,200
2029	5' DIAM. STORM MANHOLE	8	EA	\$3,800	\$30,400

SUBTOTAL II: \$183,621

III. PHASE I - RESIDENTIAL STORM IMPROVEMENTS

2006	48" RCP STORM SEWER	386	LF	\$150	\$57,915
2007	42" RCP STORM SEWER	270	LF	\$110	\$29,700
2008	36" RCP STORM SEWER	601	LF	\$100	\$60,120
2009	30" RCP STORM SEWER	305	LF	\$77	\$23,447
2010	24" RCP STORM SEWER	1,042	LF	\$67	\$69,794
2011	18" RCP STORM SEWER	1,267	LF	\$56	\$70,963
2017	42" RCP FLARED END SECTION	1	EA	\$1,250	\$1,250
2019	30" RCP FLARED END SECTION	1	EA	\$900	\$900
2021	18" RCP FLARED END SECTION	2	EA	\$600	\$1,200
2025	10' TYPE "R" INLET	10	EA	\$6,200	\$62,000
2026	5' TYPE "R" INLET	5	EA	\$4,200	\$21,000
2028	6' DIAM. STORM MANHOLE	5	EA	\$4,600	\$23,000
2029	5' DIAM. STORM MANHOLE	7	EA	\$3,800	\$26,600
2030	4' DIAM. STORM MANHOLE	6	EA	\$3,200	\$19,200
2033	TYPE M RIP-RAP	372	CY	\$100	\$37,192
2051	POND ACCESS DRIVE (CLASS 6 ROADBASE)	4,496	SF	\$1	\$4,496
2054	CITY OF THORNTON OUTLET STRUCTURE	1	EA	\$25,000	\$25,000
2057	U SHAPED TRICKLE CHANNEL (See Detail For Size)	1,269	SF	\$10	\$12,690
2066	CONCRETE CUT OFF WALL	80	LF	\$125	\$10,000

SUBTOTAL III: \$556,466

SUMMARY CREEKSIDE PHASE I - STORM SEWER IMPROVEMENTS

I. PHASE I - EAST 127 AVENUE STORM IMPROVEMENTS	SUBTOTAL I:	\$17,640
II. PHASE I - QUEBEC STREET STORM IMPROVEMENTS	SUBTOTAL II:	\$183,621
III. PHASE I - RESIDENTIAL STORM IMPROVEMENTS	SUBTOTAL III:	\$556,466
TOTAL		\$757,728

**Engineer's Estimate of Probable Cost
Creekside
Phase I**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - QUEBEC STREET SANITARY IMPROVEMENTS</u>					
3009	10" PVC	703	LF	\$42	\$29,530
3020	CONNECT TO EXISTING METRO LINE	1	EA	\$2,500	\$2,500
3005	4' DIAM. SANITARY MANHOLE 12 FT CUT	2	EA	\$3,000	\$6,000
3025	MANHOLE LINER PER DETAIL 300-1	2	EA	\$3,000	\$6,000
SUBTOTAL I:					\$44,030

<u>II. PHASE I - RESIDENTIAL SANITARY IMPROVEMENTS</u>					
3002	8" PVC	6,515	LF	\$33	\$215,005
3009	10" PVC	117	LF	\$42	\$4,918
3013	SEWER SERVICE	115	EA	\$1,000	\$115,000
3005	4' DIAM. SANITARY MANHOLE 12 FT CUT	34	EA	\$3,000	\$102,000
3025	MANHOLE LINER PER DETAIL 300-1	7	EA	\$3,000	\$21,000
SUBTOTAL II:					\$457,923

SUMMARY CREEKSIDE PHASE I - SANITARY SEWER IMPROVEMENTS

I. PHASE I - QUEBEC STREET SANITARY IMPROVEMENTS	SUBTOTAL I:	\$44,030
II. PHASE I - RESIDENTIAL SANITARY IMPROVEMENTS	SUBTOTAL II:	\$457,923
TOTAL		\$501,953

**Engineer's Estimate of Probable Cost
Creekside
Phase I**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - EAST 127 AVENUE WATER IMPROVEMENTS</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	1	EA	\$2,700	\$2,700
4005	6" GATE VALVE	1	EA	\$800	\$800
4007	6" D.I. WATERLINE	12	LF	\$24	\$288
4013	8" PVC, C900 WATERLINE	911	LF	\$35	\$31,882
4014	12" PVC, C900 WATERLINE	299	LF	\$45	\$13,460
4017	8" GATE VALVE	2	EA	\$1,900	\$3,800
4018	8" x 8" TEE	3	EA	\$550	\$1,650
4020	8" PLUG	1	EA	\$420	\$420
4023	12" GATE VALVE	1	EA	\$2,800	\$2,800
4024	12" x 8" TEE	3	EA	\$750	\$2,250
4043	12"x8" REDUCER	1	EA	\$420	\$420
4045	16"x12" REDUCER	2	EA	\$600	\$1,200
4049	90 Degree Bend w/ K.B.	1	EA	\$350	\$350
4052	CREEK CROSSING	1,210	LF	\$200	\$242,000
SUBTOTAL I:					\$304,019
<u>II. PHASE I - QUEBEC STREET WATER IMPROVEMENTS</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	2	EA	\$2,700	\$5,400
4005	6" GATE VALVE	2	EA	\$800	\$1,600
4007	6" D.I. WATERLINE	70	LF	\$24	\$1,680
4014	12" PVC, C900 WATERLINE	2,415	LF	\$45	\$108,675
4023	12" GATE VALVE	5	EA	\$2,800	\$14,000
4024	12" x 8" TEE	4	EA	\$750	\$3,000
4042	12"x6" REDUCER	2	EA	\$420	\$840
4043	12"x8" REDUCER	2	EA	\$420	\$840
4045	16"x12" REDUCER	1	EA	\$600	\$600
4048	45 Degree Bend w/ K.B.	4	EA	\$350	\$1,400
4051	CONNECT TO EXISTING WATERLINE	2	EA	\$2,500	\$5,000
SUBTOTAL II:					\$143,035
<u>III. PHASE I - ONEIDA WATER IMPROVEMENTS</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	1	EA	\$2,700	\$2,700
4005	6" GATE VALVE	1	EA	\$800	\$800
4007	6" D.I. WATERLINE	17	LF	\$24	\$403
4013	8" PVC, C900 WATERLINE	54	LF	\$35	\$1,890
4014	12" PVC, C900 WATERLINE	593	LF	\$45	\$26,685
4020	8" PLUG	1	EA	\$420	\$420
4023	12" GATE VALVE	3	EA	\$2,800	\$8,400
4026	12" x 12" CROSS	1	EA	\$900	\$900
4027	12" PLUG	1	EA	\$2,200	\$2,200
4042	12"x6" REDUCER	1	EA	\$420	\$420
4043	12"x8" REDUCER	1	EA	\$420	\$420
4045	16"x12" REDUCER	1	EA	\$600	\$600
4046	11 1/4 Degree Bend w/ K.B.	1	EA	\$350	\$350
4051	CONNECT TO EXISTING WATERLINE	1	EA	\$2,500	\$2,500
SUBTOTAL III:					\$48,688

**Engineer's Estimate of Probable Cost
Creekside
Phase I**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
IV. PHASE I - RESIDENTIAL WATER IMPROVEMENTS					
4003	STD. FIRE HYDRANT ASSEMBLY	21	EA	\$2,700	\$56,700
4005	6" GATE VALVE	21	EA	\$800	\$16,800
4007	6" D.I. WATERLINE	378	LF	\$24	\$9,072
4058	8" x 6" TEE	21	EA	\$650	\$13,650
4013	8" PVC, C900 WATERLINE	6,974	LF	\$35	\$244,095
4017	8" GATE VALVE	35	EA	\$1,900	\$66,500
4018	8" x 8" TEE	8	EA	\$550	\$4,400
4019	8" x 8" CROSS	1	EA	\$570	\$570
4046	11 1/4 Degree Bend w/ K.B.	25	EA	\$350	\$8,750
4047	22 1/2 Degree Bend w/ K.B.	1	EA	\$350	\$350
4048	45 Degree Bend w/ K.B.	1	EA	\$350	\$350
4049	90 Degree Bend w/ K.B.	1	EA	\$350	\$350
4050	VERTICAL CROSSING BENDS	12	EA	\$1,200	\$14,400

SUBTOTAL IV: \$435,987

SUMMARY CREEKSIDE PHASE I - WATERLINE IMPROVEMENTS

I. PHASE I - EAST 127 AVENUE WATER IMPROVEMENTS	SUBTOTAL I:	\$304,019
II. PHASE I - QUEBEC STREET WATER IMPROVEMENTS	SUBTOTAL II:	\$143,035
III. PHASE I - ONEIDA WATER IMPROVEMENTS	SUBTOTAL III:	\$48,688
IV. PHASE I - RESIDENTIAL WATER IMPROVEMENTS	SUBTOTAL IV:	\$435,987
TOTAL		\$931,729

Engineer's Estimate of Probable Cost
for
Creekside
Phase II

Prepared for:

Woodbury Corporation
2733 E. Parleys Way No. 300
Salt Lake City, UT 84109

Prepared by:

Jansen Strawn Consulting Engineers
45 West 2nd Avenue
Denver, CO 80223

Summary of Improvement Costs:

Grading & Erosion:	\$700,655
Road Improvements:	\$1,432,955
Storm Sewer:	\$535,683
Sanitary Sewer:	\$348,189
Waterline:	\$274,459
 Total:	 \$3,291,941

Date Prepared:

March 10, 2016

Items not included: On site Improvements, Contractor Fees, Demolition, Permits,
Survey, Mobilization, Landscape Improvements, Dry Utilities or Tap Fees
This estimate was prepared based on the best available information at the date prepared.

**Engineer's Estimate of Probable Cost
Creekside**

Phase II

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
I. EAST 128 AVENUE IMPROVEMENTS					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	1,201	LF	\$12	\$14,412
1007	8 FT. DETACHED WALK (6")	1,184	LF	\$22	\$26,048
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	1	EA	\$1,500	\$1,500
1019	FULL DEPTH ASPHALT (9" est.)	3,180	SY	\$25	\$79,500
1020	SUBGRADE PLACEMENT (12" est.)	3,180	SY	\$3	\$7,950
1021	SIGNAGE	5	EA	\$400	\$2,000
1022	STRIPING, THERMOPLASTIC PER CITY	8,788	LF	\$5	\$43,940
1028	ARTERIAL LIGHTING	5	EA	\$6,000	\$30,000
1029	SAWCUT EXISTING PAVING	1,258	LF	\$3	\$3,774
1030	ASPHALT VARIABLE ROTOMILL (2" AVG.)	1,430	SY	\$8	\$11,440
1031	REMOVE AND DISPOSE EXISTING PAVING	3,180	SY	\$8	\$23,850
SUBTOTAL I:					\$244,414
II. EAST 127 AVENUE IMPROVEMENTS					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	3,173	LF	\$12	\$38,076
1006	6 FT. DETACHED WALK (6")	2,772	LF	\$20	\$55,440
1008	10 FT. DETACHED WALK (6")	186	LF	\$18	\$3,348
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	4	EA	\$1,500	\$6,000
1011	MID-BLOCK HCR'S	3	EA	\$500	\$1,500
1019	FULL DEPTH ASPHALT (9" est.)	6,042	SY	\$25	\$151,050
1020	SUBGRADE PLACEMENT (12" est.)	6,042	SY	\$3	\$15,105
1021	SIGNAGE	4	EA	\$400	\$1,600
1022	STRIPING, THERMOPLASTIC PER CITY	3,724	LF	\$5	\$18,620
1028	ARTERIAL LIGHTING	8	EA	\$6,000	\$48,000
1024	RAISED INTERSECTION	1	EA	\$21,000	\$21,000
SUBTOTAL II:					\$359,739
III. RESIDENTIAL LOCAL ROAD IMPROVEMENTS					
1004	4 INCH R/O CURB & GUTTER W/ ATT. SIDEWALK	7,999	LF	\$28	\$223,972
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	22	EA	\$1,500	\$33,000
1019	FULL DEPTH ASPHALT (9" est.)	15,036	SY	\$25	\$375,900
1020	SUBGRADE PLACEMENT (12" est.)	15,036	SY	\$3	\$37,590
1011	MID-BLOCK HCR'S	7	EA	\$500	\$3,500
1013	8 FT. CROSSPANS	2	EA	\$1,000	\$2,000
1021	SIGNAGE	19	EA	\$400	\$7,600
1027	STREET LIGHTING	19	EA	\$1,200	\$22,800
1053	10' CONCRETE TRAIL	1,534	LF	\$28	\$42,952
1058	8' CONCRETE TRAIL	2,170	LF	\$24	\$52,080
1057	5' CONCRETE TRAIL	564	LF	\$22	\$12,408
1056	SPEED CUSHION AND MARKER PAINTING	6	EA	\$2,500	\$15,000
SUBTOTAL III:					\$828,802

**Engineer's Estimate of Probable Cost
Creekside
Phase II**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
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SUMMARY

I. EAST 128 AVENUE IMPROVEMENTS	SUBTOTAL I:	\$244,414
II. EAST 127 AVENUE IMPROVEMENTS	SUBTOTAL II:	\$359,739
III. RESIDENTIAL LOCAL ROAD IMPROVEMENTS	SUBTOTAL III:	\$828,802
	TOTAL	\$1,432,955

**Engineer's Estimate of Probable Cost
Creekside
Phase II**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. EAST 128 AVENUE STORM IMPROVEMENTS</u>					
2011	18" RCP STORM SEWER	99	LF	\$56	\$5,544
2021	18" RCP FLARED END SECTION	1	EA	\$600	\$600
2025	10' TYPE "R" INLET	1	EA	\$6,200	\$6,200
SUBTOTAL I:					\$12,344
<u>II. EAST 127 AVENUE STORM IMPROVEMENTS</u>					
2025	10' TYPE "R" INLET	1	EA	\$6,200	\$6,200
2026	5' TYPE "R" INLET	2	EA	\$4,200	\$8,400
2030	4' DIAM. STORM MANHOLE	3	EA	\$3,200	\$9,600
2021	18" RCP FLARED END SECTION	4	EA	\$600	\$2,400
2015	54" RCP FLARED END SECTION	4	EA	\$1,500	\$6,000
2005	54" RCP STORM SEWER	346	LF	\$200	\$69,200
2011	18" RCP STORM SEWER	382	LF	\$56	\$21,392
SUBTOTAL II:					\$123,192
<u>III. RESIDENTIAL STORM IMPROVEMENTS</u>					
2025	10' TYPE "R" INLET	6	EA	\$6,200	\$37,200
2026	5' TYPE "R" INLET	4	EA	\$4,200	\$16,800
2065	8' DIAM. STORM MANHOLE	4	EA	\$5,750	\$23,000
2028	6' DIAM. STORM MANHOLE	1	EA	\$4,600	\$4,600
2029	5' DIAM. STORM MANHOLE	10	EA	\$3,800	\$38,000
2030	4' DIAM. STORM MANHOLE	5	EA	\$3,200	\$16,000
2014	60" RCP FLARED END SECTION	1	EA	\$2,060	\$2,060
2020	24" RCP FLARED END SECTION	2	EA	\$750	\$1,500
2004	60" RCP STORM SEWER	77	LF	\$300	\$23,100
2007	42" RCP STORM SEWER	727	LF	\$110	\$79,970
2008	36" RCP STORM SEWER	470	LF	\$100	\$47,000
2009	30" RCP STORM SEWER	441	LF	\$77	\$33,957
2010	24" RCP STORM SEWER	648	LF	\$67	\$43,416
2011	18" RCP STORM SEWER	599	LF	\$56	\$33,544
SUBTOTAL III:					\$400,147

SUMMARY

I. EAST 128 AVENUE STORM IMPROVEMENTS	SUBTOTAL I:	\$12,344
II. EAST 127 AVENUE STORM IMPROVEMENTS	SUBTOTAL II:	\$123,192
III. RESIDENTIAL STORM IMPROVEMENTS	SUBTOTAL III:	\$400,147
TOTAL		\$535,683

**Engineer's Estimate of Probable Cost
Creekside
Phase II**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. EAST 127 AVENUE SANITARY IMPROVEMENTS</u>					
3002	8" PVC	337	LF	\$33	\$11,121
3003	8" PLUG	2	EA	\$250	\$500
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	2	EA	\$3,000	\$6,000
SUBTOTAL I:					\$17,621

<u>II. RESIDENTIAL SANITARY IMPROVEMENTS</u>					
3002	8" PVC	4,044	LF	\$33	\$133,452
3008	10" PVC	848	LF	\$42	\$35,616
3012	SEWER SERVICE	73	EA	\$1,000	\$73,000
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	27	EA	\$3,000	\$81,000
3023	MANHOLE LINER PER DETAIL 300-1	2	EA	\$3,000	\$6,000
3018	CONNECT TO EXISTING	1	EA	\$1,500	\$1,500
SUBTOTAL II:					\$330,568

SUMMARY

I. EAST 127 AVENUE SANITARY IMPROVEMENTS	SUBTOTAL I:	\$17,621
II. RESIDENTIAL SANITARY IMPROVEMENTS	SUBTOTAL II:	\$330,568
TOTAL		\$348,189

**Engineer's Estimate of Probable Cost
Creekside
Phase II**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. EAST 127 AVENUE WATER IMPROVEMENTS</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	1	EA	\$2,700	\$2,700
4007	6" D.I. WATERLINE	17	LF	\$24	\$408
4014	12" PVC, C900 WATERLINE	1,443	LF	\$45	\$64,935
4023	12" GATE VALVE	3	EA	\$2,800	\$8,400
4045	11 1/4 Degree Bend w/ K.B.	1	EA	\$350	\$350
4046	22 1/2 Degree Bend w/ K.B.	3	EA	\$350	\$1,050
4024	12" x 8" TEE	2	EA	\$750	\$1,500
4002	12" x 8" TEE	1	EA	\$750	\$750
4050	CONNECT TO EXISTING WATERLINE	1	EA	\$2,500	\$2,500
4050	VERTICAL CROSSING BENDS	1	EA	\$1,200	\$1,200

SUBTOTAL I: \$83,793

II. RESIDENTIAL WATER IMPROVEMENTS

4003	STD. FIRE HYDRANT ASSEMBLY	12	EA	\$2,700	\$32,400
4005	6" GATE VALVE	12	EA	\$800	\$9,600
4007	6" D.I. WATERLINE	196	LF	\$24	\$4,704
4058	8" x 6" TEE	12	EA	\$650	\$7,800
4013	8" PVC, C900 WATERLINE	4,451	LF	\$35	\$155,785
4017	8" GATE VALVE	23	EA	\$1,900	\$43,700
4018	8" x 8" TEE	6	EA	\$550	\$3,300
4019	8" x 8" CROSS	1	EA	\$570	\$570
4046	11 1/4 Degree Bend w/ K.B.	19	EA	\$350	\$6,650
4047	22 1/2 Degree Bend w/ K.B.	1	EA	\$350	\$350
4050	VERTICAL CROSSING BENDS	8	EA	\$1,200	\$9,600

SUBTOTAL II: \$274,459

SUMMARY

I. EAST 127 AVENUE WATER IMPROVEMENTS	SUBTOTAL I:	\$83,793
II. RESIDENTIAL WATER IMPROVEMENTS	SUBTOTAL II:	\$274,459
	TOTAL	\$358,252

**Engineer's Estimate of Probable Cost
Creekside**

Phase II

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS</u>					
6001	OVERLOT FILL	102,503	CY	\$3	\$256,256
6002	OVER EXCAVATION	106,326	CY	\$2	\$239,233
6007	IMPORT FILL	3,823	CY	\$9	\$32,497
7001	SEEDING, MULCHING, AND SURFACE ROUGHENING	57	AC	\$2,000	\$113,700
7002	SILT FENCE	11,140	LF	\$1	\$12,254
7003	VEHICLE TRACKING CONTROL	1	EA	\$1,250	\$1,250
7004	INLET PROTECTION	14	EA	\$150	\$2,100
7005	CONCRETE WASHOUT	1	EA	\$100	\$100
7016	SAFETY FENCE	9,140	LF	\$2	\$19,742
7017	OUTLET PROTECTION	5	EA	\$150	\$750
7018	CURB SOCK	34	EA	\$65	\$2,210
7010	SEDIMENT BASIN	6	AC	\$2,500	\$13,925
7008	DIVERSION DITCH	3,319	LF	\$2	\$6,638

SUBTOTAL I:

\$700,655

SUMMARY CREEKSIDE PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS

I. PHASE I - GRADING & EROSION CONTROL IMPROVEMENTS		SUBTOTAL I:	\$700,655
		TOTAL	\$700,655

Engineer's Estimate of Probable Cost
for
Creekside
Phase III

Prepared for:

Woodbury Corporation
2733 E. Parleys Way No. 300
Salt Lake City, UT 84109

Prepared by:

Jansen Strawn Consulting Engineers
45 West 2nd Avenue
Denver, CO 80223

Summary of Improvement Costs:

Grading & Erosion:	\$1,637,681
Road Improvements:	\$598,509
Storm Sewer:	\$194,488
Sanitary Sewer:	\$214,720
Waterline:	\$196,672

Phase I Total: **\$2,842,070**

Date Prepared:

March 10, 2016

Items not included: On site Improvements, Contractor Fees, Demolition, Permits,
Survey, Mobilization, Landscape Improvements, Dry Utilities or Tap Fees
This estimate was prepared based on the best available information at the date prepared.

**Engineer's Estimate of Probable Cost
Creekside
Phase III**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE III - GRADING & EROSION CONTROL IMPROVEMENTS</u>					
6001	OVERLOT FILL	311,936	CY	\$3	\$779,839
6002	OVER EXCAVATION	320,059	CY	\$2	\$720,134
6003	EXPORT MATERIAL	8,124	CY	\$7	\$52,805
7001	SEEDING, MULCHING, AND SURFACE ROUGHENING	28	AC	\$2,000	\$55,042
7002	SILT FENCE	6,874	LF	\$1	\$7,561
7004	INLET PROTECTION	7	EA	\$150	\$1,050
7016	SAFETY FENCE	9,167	LF	\$2	\$19,800
7017	OUTLET PROTECTION	1	EA	\$150	\$150
7018	CURB SOCK	20	EA	\$65	\$1,300

SUBTOTAL I: \$1,637,681

SUMMARY CREEKSIDE PHASE III - GRADING & EROSION CONTROL IMPROVEMENTS

I. PHASE III - GRADING & EROSION CONTROL IMPROVEMENTS	SUBTOTAL I:	\$1,637,681
	TOTAL	\$1,637,681

**Engineer's Estimate of Probable Cost
Creekside
Phase III**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE III - RESIDENTIAL LOCAL ROAD IMPROVEMENTS</u>					
1024	RAISED INTERSECTION	1	EA	\$21,000	\$21,000
1056	SPEED CUSHION AND MARKER PAINTING	2	EA	\$2,500	\$5,000
1012	TRUNCATED DOMES	4	EA	\$150	\$600
1021	SIGNAGE	9	EA	\$400	\$3,600
1027	STREET LIGHTING	12	EA	\$1,200	\$14,400
1050	TEXTURED/COLORED CONC. PAVEMENT (12" est.)	80	SY	\$32	\$2,560
1035	8 FT. TRAIL	345	LF	\$24	\$8,280
1053	10' CONCRETE TRAIL	1,365	LF	\$28	\$38,220
1004	4 INCH R/O CURB & GUTTER W/ ATT. SIDEWALK	6,785	LF	\$28	\$189,991
1019	FULL DEPTH ASPHALT (9" est.)	11,886	SY	\$25	\$297,145
1020	SUBGRADE PLACEMENT (12" est.)	6,785	SY	\$3	\$16,963
1058	SIDEWALK CHASE	1	EA	\$750	\$750

SUBTOTAL I: \$598,509

SUMMARY CREEKSIDE PHASE III - ROAD IMPROVEMENTS

I. PHASE III - RESIDENTIAL LOCAL ROAD IMPROVEMENTS	SUBTOTAL I:	\$598,509
	TOTAL	\$598,509

**Engineer's Estimate of Probable Cost
Creekside
Phase III**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE III - RESIDENTIAL STORM IMPROVEMENTS</u>					
2008	36" RCP STORM SEWER	204	LF	\$100	\$20,350
2009	30" RCP STORM SEWER	690	LF	\$77	\$53,115
2010	24" RCP STORM SEWER	225	LF	\$67	\$15,102
2011	18" RCP STORM SEWER	274	LF	\$56	\$15,322
2025	10' TYPE "R" INLET	7	EA	\$6,200	\$43,400
2026	5' TYPE "R" INLET	3	EA	\$4,200	\$12,600
2029	5' DIAM. STORM MANHOLE	7	EA	\$3,800	\$26,600
2030	4' DIAM. STORM MANHOLE	1	EA	\$3,200	\$3,200
2033	TYPE M RIP-RAP	22	CY	\$100	\$2,200
2034	2' GROUTED BOULDERS	13	CY	\$200	\$2,600

SUBTOTAL I: \$194,488

SUMMARY CREEKSIDE PHASE III - STORM SEWER IMPROVEMENTS

I. PHASE III - RESIDENTIAL STORM IMPROVEMENTS	SUBTOTAL I:	\$194,488
	TOTAL	\$194,488

**Engineer's Estimate of Probable Cost
Creekside
Phase III**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE III - RESIDENTIAL SANITARY IMPROVEMENTS</u>					
3002	8" PVC	2,840	LF	\$33	\$93,720
3013	SEWER SERVICE	76	EA	\$1,000	\$76,000
3005	4' DIAM. SANITARY MANHOLE 12 FT CUT	15	EA	\$3,000	\$45,000
SUBTOTAL I:					\$214,720

SUMMARY CREEKSIDE PHASE III - SANITARY SEWER IMPROVEMENTS

I. PHASE III - RESIDENTIAL SANITARY IMPROVEMENTS	SUBTOTAL I:	\$214,720
TOTAL		\$214,720

**Engineer's Estimate of Probable Cost
Creekside
Phase III**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	AMOUNT
<u>I. PHASE III - RESIDENTIAL WATER IMPROVEMENTS</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	8	EA	\$2,700	\$21,600
4005	6" GATE VALVE	8	EA	\$800	\$6,400
4007	6" D.I. WATERLINE	175	LF	\$24	\$4,200
4058	8" x 6" TEE	8	EA	\$650	\$5,200
4013	8" PVC, C900 WATERLINE	3,473	LF	\$35	\$121,572
4017	8" GATE VALVE	13	EA	\$1,900	\$24,700
4046	11 1/4 Degree Bend w/ K.B.	14	EA	\$350	\$4,900
4047	22 1/2 Degree Bend w/ K.B.	3	EA	\$350	\$1,050
4048	45 Degree Bend w/ K.B.	2	EA	\$350	\$700
4049	90 Degree Bend w/ K.B.	1	EA	\$350	\$350
4050	VERTICAL CROSSING BENDS	5	EA	\$1,200	\$6,000
SUBTOTAL I:					\$196,672

SUMMARY CREEKSIDE PHASE III - WATERLINE IMPROVEMENTS

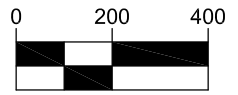
I. PHASE III - RESIDENTIAL WATER IMPROVEMENTS	SUBTOTAL I:	\$196,672
TOTAL		\$196,672

EXHIBIT A

PHASE MAP



TOTAL LOTS PHASE 1 = 115
 TOTAL LOTS PHASE 2 = 73
 TOTAL LOTS PHASE 3 = 76
 TOTAL LOTS=264



SCALE: 1" = 400'


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PROJECT: CREEKSIDE VILLAGE	DATE : MARCH 7, 2016
JOB NO.: 15039	SCALE: 1" = 400'

SHEET
1 OF 1