

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 14
(Series of 2019)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING THE HAYMEADOW FILING 1 FINAL PLAT AND
HAYMEADOW SUBDIVISION IMPROVEMENTS AGREEMENT**

WHEREAS, Abrika Properties (the "Applicant"), owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property, which such ADA was amended on February 27, 2018 and March 12, 2019, and the ADA as amended controls the future development of the Property;

WHEREAS, Applicant submitted an application for approval of a Final Plat (the "Application") for a residential subdivision within a portion of Haymeadow Neighborhood A-1 titled Haymeadow Filing 1 (the "Subdivision");

WHEREAS, the specific approval criteria for the Final Plat and Subdivision Improvements Agreement is set forth in Eagle Municipal Code § 4.12.020.C;

WHEREAS, on March 19, 2019, the Town Planning and Zoning Commission held a properly-noticed public hearing regarding the Application and recommended the Board of Trustees approve the application subject to certain conditions;

WHEREAS, The Eagle Municipal Code requires a public hearing by the Board of Trustees on the Application;

WHEREAS, on April 23, 2019, the Board of Trustees held a properly-noticed public hearing regarding the Application and the Subdivision Improvements Agreement; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning and Zoning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Board of Trustees hereby finds and determines that the Final Plat and Subdivision Improvements Agreement meet all of the applicable criteria set forth in the Code and is consistent with the Town Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Application for the Haymeadow Subdivision Filing 1, Final Plat, subject to the following conditions:

a. No building permit application or development permit application shall be accepted by the Town until the Design Guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow have been reviewed and approved by the Town;

b. Protective covenants, homeowners' association (HOA) documents, and articles of incorporation for an HOA including the Transfer Assessment Covenant shall be finalized prior to final plat recording;

c. A maintenance agreement shall be executed between the Town and the Haymeadow Metropolitan District prior to the acceptance of any public improvements as outlined in the Subdivision Improvements Agreement; and

d. A Raw Water Irrigation Operations Plan shall be submitted for review and approval prior to execution of the Subdivision Improvements Agreement.

Section 3. The Subdivision Improvement Agreement between the Town and the Applicant is hereby approved in substantially the form attached hereto, and subject to final approval by the Town Attorney.

Section 4. **Severability.** 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 hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 5. **Safety.** This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED
ON May 14, 2019.

TOWN OF EAGLE, COLORADO



Kevin Brubeck, Mayor Pro Tem

ATTEST:



Jenny Rakow, Town Clerk



SUBDIVISION IMPROVEMENT AGREEMENT
(Haymeadow Filing 1)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is entered into and made effective as of the 14 day of May, 2019 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and ABRIKA PROPERTIES, a Florida limited liability company with an address of 8250 Southwest 27th Avenue, Ocala, Florida 34476 ("Developer") (each a "Party" and collectively the "Parties"). Haymeadow Metropolitan District No. 6 ("Haymeadow Metropolitan District") hereby joins in this Agreement and agrees that it shall be jointly and severally liable with Developer with respect to Developer's rights and obligations as pertains to public improvements under the following sections of this Agreement: 1, 2, 3, 4, 5 (subsections a through d, inclusive, only), 8, 10, 13 and 14. For the purposes of those sections of this agreement, the term "Developer" shall include both Abrika Properties LLC and Haymeadow Metropolitan District.

WHEREAS, Developer owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property, which ADA was amended on February 27, 2018 and March 12, 2019, and the ADA as amended controls the future development of the Property;

WHEREAS, Developer has submitted an application for approval of a Final Plat (the "Final Plat") for a residential subdivision within a portion of Haymeadow Neighborhood A-1 titled Haymeadow Filing 1 (the "Subdivision"); and

WHEREAS, the Parties agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the Subdivision.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property, including without limitation the nature of the Development, the construction of the required public improvements to serve the Property, and the responsibilities of Developer for various costs, fees and charges.
2. **Rights Reserved.** It is not the intention of the Parties to diminish or limit the Town's legislative, quasi-judicial, or other powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future applications, plans, drawings, security

documents, improvements, and conveyances, except as otherwise set forth in this Agreement. The Parties expressly agree they will fully perform this Agreement to the extent it is consistent with law.

3. Public Improvements.

a. *General.* Developer shall construct at its own expense all the public improvements required for the Subdivision subject to this Agreement, the Final Plat and all Town ordinances, codes and regulations. The required public improvements (the "Public Improvements"), their estimated costs (the "Estimated Costs") and the deadlines for completion are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

b. *Ownership, Maintenance, Replacement, and Enforcement Table.* The Parties acknowledge the Ownership, Maintenance, Replacement, and Enforcement Table attached as Exhibit K to the ADA must be updated with the Final Plat, and the updated Table, attached hereto as **Exhibit C** and incorporated herein by this reference, is hereby approved by the Parties. The Parties further recognize that a definitive written agreement regarding the various responsibilities referenced on Exhibit C is beneficial; therefore, the Town's final acceptance of the Public Improvements is conditioned upon the Town and the Haymeadow Metropolitan District entering into a mutually-acceptable agreement in this regard.

c. *Designs and Surveys.* Prior to the construction of any Public Improvements within the Subdivision, final construction plans for the Public Improvements shall be submitted to and approved by the Town Engineer. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for the Public Improvements, including locations of all utility service lines. No certificate of occupancy for any building or structure in the Development shall be issued until the required "as built" drawings have been submitted to the Town. Developer shall submit both hard copy and electronic files of the "as built" drawings.

d. *Inspections.* At Developer's expense, the Town may make reasonable engineering observations, require third party inspections, and testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town Engineer may request. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

e. *Construction Operations Plan.* Prior to commencing construction, Developer shall obtain Town Engineer approval of a construction operations plan (the "Operations Plan"). The Operations Plan shall include without limitation provisions for construction access, proposed temporary interior haul roads, hours of operation for construction, noise mitigation, dust control, signage, construction water, and reclamation standards for all surface areas disturbed by construction.

4. Completion of Public Improvements; Acceptance; Conveyance; Warranty. The provisions of Section 11 of the ADA are hereby incorporated in this Agreement by this reference.

5. Developer's Obligations.

a. *Nuisances.* Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated to the satisfaction of the Town, the Town may, upon 30 days' written notice, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Code. The Town may exercise this right in addition to, or in lieu of, other available remedies. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

b. *Applicable Law.* Developer shall comply in all material respects with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

c. *Costs.* Pursuant to the Code § 4.03.080(C)(2), Developer shall pay to the Town the following: the actual cost to the Town for consulting engineering, surveying, base map updating, consultant planning services, publication costs, and legal services rendered in connection with the Subdivision approval and inspections of the Public Improvements, including the reasonable value of a salaried employee's time.

d. *Weed Management.* Developer shall undertake weed management to reclaim the upland open space populated with weeds, including Tract E, concurrently with construction of the Public Improvements. The Town acknowledges that the following documents have been submitted by Developer in this regard: the Ecological Restoration Plan for Tract E dated 4/1/19; and the Integrated Weed Management Plan dated 4/1/19.

e. *Mail Delivery.* The Town acknowledges that Developer has performed its obligations under Section 21 of the ADA with respect to meeting with representatives of the United States Postal Service concerning the possibility of obtaining home delivery within the Subdivision, a postal annex to serve the Subdivision, and the provision of cluster mail boxes within the Subdivision. At this time, no agreement has been reached with the United States Postal Service and therefore no mail facilities are required within the Subdivision.

f. *Design Guidelines.* Developer shall submit to the Town for approval proposed design guidelines establishing architectural and building material standards, landscape design, urban design, site design standards and a design review process for the Subdivision (the "Design

Guidelines"). The Town shall not issue a building permit or development permit for the Subdivision until the Design Guidelines have been approved by the Town.

g. *Workforce Housing.* Pursuant to Code § 4.04.110, the Local Employee Residency Program (the "LERP") requires that at least 10% of each new residential housing development must be affordable to lower and moderate-income households. The Parties agree that Developer has submitted a LERP Plan that is in compliance with all Town Code requirements and is acceptable to the Town.

6. Dedications.

a. *Final Plat.* Developer has dedicated all applicable tracts, rights of way, and other parcels of real property to the Town as provided on the Final Plat.

b. *Water Rights.* Developer has dedicated sufficient water rights to the Town to serve the Subdivision.

c. *Fire Station Parcel.* Within 30 days after recording of the Final Plat, Developer shall transfer to the Greater Eagle Fire Protection District, by general warranty deed, the 1.6 acre parcel shown on the Final Plat as Tract G, subject to the terms and conditions of Section 14.3 of the ADA.

7. Fees.

a. *Water Plant Investment Fees.* Developer has paid \$3,000,000 for water plant investment fees with a credit of \$4,200 applied per unit in the Subdivision.

b. *Sewer Investment Fees.* All plant investment fees for treated water service and wastewater collection and treatment service shall be assessed as provided in the Code.

c. *Street Improvement Fee.* In accordance with Code § 4.13.220, Developer shall pay to the Town the sum of \$18,286, calculated at \$1,016 per unit.

d. *Fire Protection Impact Fees.* Developer shall pay to the Town a Fire Protection Impact Fee to be calculated based upon proposed development within the Subdivision upon the date the Greater Eagle Fire Protection District is issued a building permit for construction of the new fire station on Tract G shown on the Final Plat.

e. *Recapture Fees.* Developer acknowledges that under the Recapture Agreement entered into between the Town and West Eagle Ranch, LLC, wherein Developer is required to pay to the Town a prorated share of the cost incurred by West Eagle Ranch, LLC for improvements known as the Sylvan Lake Road extension and U.S. Highway 6 access improvements, as well as certain wastewater improvements. The Recapture Fees owed by the Developer to the Town are calculated to be \$1,051.12 per unit for a total of \$18,920.16.

f. *Waiver of Right to Challenge Fees.* Developer acknowledges that the fees described in this Section are reasonable and necessary to mitigate the off-site impacts generated by the Subdivision. Developer waives any right it may have to challenge or contest such fees in any court on the basis that such impact fees are not reasonably related in the impacts of Subdivision.

8. Performance Guarantee. The provisions of Section 12 of the ADA are hereby incorporated in this Agreement by this reference.

9. Indemnification. Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Development and elsewhere by Developer, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town or any Town officers, agents or employees.

10. Insurance.

a. *Policies.* Developer and every contractor hired by Developer to perform work under this Agreement shall procure and maintain at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town.

i. Workers' compensation insurance as required by law.

ii. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, applicable to all premises and operations and including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations.

b. *Form.* The policies shall be endorsed to include the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Developer. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Developer shall be solely responsible for deductible losses under any policy required above.

c. *Certificate.* Upon request by the Town, Developer shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions,

and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days' prior written notice has been provided to the Town.

11. Vested Rights. The Final Plat shall constitute a "Site Specific Development Plan" under the Code and C.R.S. § 24-68-101, *et seq.* The vested rights shall continue until June 7, 2034. After expiration of the Term, the vested rights shall be deemed terminated and of no further force or effect. These vested rights shall not preclude the application of Town regulations of general applicability, including without limitation the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date.

12. Adequate Public Facilities.

a. *Determination of Adequacy.* In accordance with Section 6 of the ADA, the Town determines that the conditions described in Section 6.1 of the ADA have been met or will be met concurrently with the impacts generated by the Subdivision and that the Subdivision does not deviate from the approved PUD Development Plan, PUD Guide or the ADA in a manner that materially increases the impacts on the Public Facilities. Therefore, the Town finds and determines that Adequate Public Facilities exist to provide necessary services for the Subdivision when the Public Improvements are completed.

b. *Prior Determination Affirmed.* The Town further reaffirms its positive Determination of Adequacy subject to the conditions set forth in Section 6 of the ADA.

13. Breach.

a. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

b. *Remedies.* If Developer breaches any provision of this Agreement, the Town may take such action as permitted or authorized by law or this Agreement as the Town deems necessary to protect the public health, safety and welfare. The remedies include without limitation: the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit previously issued under which construction directly related to such building permit has not commenced; or demand that the security given for the completion of the Public Improvements be paid or honored; or any other remedy available at law or in equity. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted for work negligently or defectively performed.

14. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

e. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities of the Town, Haymeadow Metropolitan District or their respective employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

g. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement. Any notice to Developer will also be delivered by email to Brandon@abrika.com.

i. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

j. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or Haymeadow Metropolitan District (with it being understood that amounts to be paid under any construction contract will be appropriated by the Board of Haymeadow Metropolitan District prior to execution) not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

K-CB

Kevin Brubeck, Mayor Pro Tem

ATTEST:

Jenny Rakow, Town Clerk



ABRIKA PROPERTIES LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2019, by
as _____ of Abrika Properties LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

HAYMEADOWMEADOW DISTRICT NO. 6 METROPOLITAN

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2019, by
as _____ of Haymeadow Metropolitan District No. 6.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO



Kevin Brubeck, Mayor Pro Tem

ATTEST:


Jenny Rakow, Town Clerk



ABRIKA PROPERTIES LLC

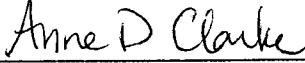


STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 17 day of May, 2019, by
Brandon Cohen as Vice President of Abrika Properties LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

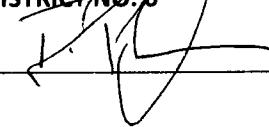
My commission expires: 12/2/22



ANNE D CLARKE
Notary Public
State of Colorado
Notary ID # 20024038799
My Commission Expires 12-02-2022

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

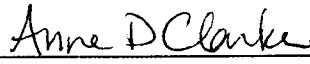
**HAYMEADOWMEADOW METROPOLITAN
DISTRICT NO. 6**



Subscribed and sworn to before me this 17 day of May, 2019, by
Rick Pujman as Chairman of Haymeadow Metropolitan District No. 6.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 12/2/22



ANNE D CLARKE
Notary Public
State of Colorado
Notary ID # 20024038799
My Commission Expires 12-02-2022



Haymeadow Filing 1 Parcel Legal Description

A parcel of land located in Tracts 37, 38, 44, 55, 59, 61, 62 and 63 in Sections 2, 3, 4, 9, 10 and 11, Township 5 South, Range 84 West of the 6th Principal Meridian; said parcel of land is more particularly described as follows, assume all curves as non-tangent, to wit:

Beginning at angle point 2 of said Tract 38, being marked on the ground by a 2 1/2" USGLO brass cap on 1" iron pipe, found in place; thence along the 2-1 line of said Tract 38, N 89 DEGREES 57 MINUTES 47 SECONDS E, 2819.44 feet to angle point 1 of said Tract 38, also being angle point 2 of said Tract 37, being marked on the ground by a 1 1/2" aluminum cap on # 5 rebar, LS #4551, found in place, S 10 DEGREES 32 MINUTES 06 SECONDS W, 13.67 feet from the record location; thence along the 2-1 line of said Tract 37, N 89 DEGREES 58 MINUTES 44 SECONDS E, 2779.22 feet to angle point one of said Tract 37, being marked on the ground by a 2 1/2" USGLO brass cap on 1" iron pipe, found in place; thence along the 1-6 line of said Tract 37, S 00 DEGREES 14 MINUTES 15 SECONDS E, 1346.39 feet to angle point 6 of said Tract 37, also being angle point 2 of said Tract 62 and angle point 1 of said Tract 59, being marked on the ground by a 2 1/2" USGLO brass cap on 1" iron pipe, found in place; thence along the 2-1 line of said Tract 62, S 89 DEGREES 57 MINUTES 23 SECONDS E, 2838.60 feet; thence leaving said 2-1 line of Tract 62, S 00 DEGREES 02 MINUTES 37 SECONDS W, 4743.42 feet to a point on the northerly right-of-way fence line of Brush Creek Road; thence along said northerly right-of-way fence line of Brush Creek Road the following twelve (12) courses:

- 1) N 79 DEGREES 30 MINUTES 59 SECONDS W, 166.80 feet,
- 2) N 79 DEGREES 11 MINUTES 51 SECONDS W, 197.18 feet,
- 3) N 79 DEGREES 41 MINUTES 31 SECONDS W, 89.23 feet,
- 4) N 69 DEGREES 00 MINUTES 09 SECONDS W, 48.79 feet,
- 5) N 65 DEGREES 35 MINUTES 39 SECONDS W, 53.04 feet,
- 6) N 55 DEGREES 20 MINUTES 50 SECONDS W, 61.81 feet,
- 7) N 47 DEGREES 15 MINUTES 27 SECONDS W, 52.82 feet,
- 8) N 44 DEGREES 46 MINUTES 44 SECONDS W, 97.90 feet,
- 9) N 43 DEGREES 18 MINUTES 30 SECONDS W, 471.12 feet,
- 10) N 43 DEGREES 41 MINUTES 12 SECONDS W, 311.25 feet,
- 11) N 57 DEGREES 28 MINUTES 07 SECONDS W, 17.09 feet,
- 12) N 63 DEGREES 53 MINUTES 22 SECONDS W, 98.91 feet to a point on the 4-5 line of said Tract 63; thence leaving said northerly right-of-way fence line of Brush Creek Road, along said 4-5 line of Tract 63, N 00 DEGREES 26 MINUTES 38 SECONDS E, 32.80 feet to angle point 4 of said Tract 63, also being a point on the 3-4 line of said Tract 61, being marked on the ground by a 3 1/2" aluminum cap on #6 rebar, PLS #23508, found in place; thence along said 3-4 line of Tract 61, N 87 DEGREES 39 MINUTES 09 SECONDS W, 53.69 feet to a point on said Northerly right-of-way fence line of Brush Creek Road; thence leaving said 3-4 line of Tract 61, along said northerly right-of-way fence line of Brush Creek Road, the following three (3) courses:

- 1) N 71 DEGREES 51 MINUTES 06 SECONDS W, 155.57 feet,
- 2) N 86 DEGREES 50 MINUTES 43 SECONDS W, 269.20 feet,
- 3) N 74 DEGREES 27 MINUTES 53 SECONDS W, 580.93 feet to a point on the boundary of the Norman Property described in Book 232 at Page 462 and Book 271 at Page 437; thence leaving said northerly right-of-way fence line of Brush Creek Road, along said boundary line of the Norman Property the following five (5) courses:

- 1) N 00 DEGREES 27 MINUTES 52 SECONDS W, 1073.83 feet,
- 2) S 72 DEGREES 09 MINUTES 52 SECONDS E, 105.30 feet,
- 3) N 00 DEGREES 27 MINUTES 52 SECONDS W, 226.55 feet,
- 4) N 72 DEGREES 09 MINUTES 52 SECONDS W, 565.27 feet,
- 5) S 00 DEGREES 27 MINUTES 52 SECONDS E, 1295.60 feet to said northerly right-of-way fence line of Brush Creek Road; thence along the northerly right-of-way fence line of Brush Creek Road the following four (4) courses:

- 1) N 71 DEGREES 00 MINUTES 00 SECONDS W, 41.08 feet,
- 2) N 66 DEGREES 08 MINUTES 17 SECONDS W, 300.81 feet,
- 3) N 49 DEGREES 39 MINUTES 25 SECONDS W, 454.64 feet,

4) N59 DEGREES 14 MINUTES 45 SECONDS W, 365.99 feet to a point on the northerly right-of-way boundary line of Brush Creek Road, Parcel C as recorded in Book 470, Page 687; thence along said northerly right-of-way boundary line of Brush Creek Road, Parcel C the following two (2) courses:

1) N 30 DEGREES 00 MINUTES 27 SECONDS E, 13.58 feet,
2) N 59 DEGREES 59 MINUTES 33 SECONDS W, 519.40 feet to a point on the boundary line of Peters Subdivision as recorded in Book 524, Page 199; thence leaving said right-of-way of Brush Creek Road, along said boundary of Peters Subdivision the following six (6) courses:

1) N 00 DEGREES 12 MINUTES 04 SECONDS E, 299.29 feet,
2) N 85 DEGREES 52 MINUTES 11 SECONDS W, 171.57 feet,
3) N 62 DEGREES 02 MINUTES 32 SECONDS W, 50.05 feet,
4) N 71 DEGREES 56 MINUTES 16 SECONDS W, 192.31 feet,
5) N 58 DEGREES 31 MINUTES 55 SECONDS W, 390.77 feet,
6) S 25 DEGREES 22 MINUTES 18 SECONDS W, 240.90 feet to a point on the northerly right-of-way boundary of Brush Creek Road, Parcel B, as recorded in Book 470, Page 687; thence along leaving said Peters Subdivision, along said northerly right-of-way boundary of Brush Creek Road, Parcel B the following six (6) courses:

1) N 57 DEGREES 11 MINUTES 23 SECONDS W, 36.26 feet,
2) N 54 DEGREES 19 MINUTES 30 SECONDS W, 105.80 feet,
3) 293.22 feet along a curve to the right with a radius of 6465.00 feet, the chord of which bears N 53 DEGREES 01 MINUTES 32 SECONDS W, 293.19 feet, 4) N 51 DEGREES 43 MINUTES 35 SECONDS W, 115.13 feet,
5) N 52 DEGREES 59 MINUTES 59 SECONDS W, 33.80 feet,
6) 125.04 feet along a curve to the left with a radius of 2285.00 feet, the chord of which bears N 54 DEGREES 34 MINUTES 03 SECONDS W, 125.03 feet to a point on the 2-3 line of said Tract 37, also being a point on the 1-6 line of Tract 58; thence leaving said northerly right-of-way boundary of Brush Creek Road, along said 2-3 line of Tract 37, N 00 DEGREES 00 MINUTES 34 SECONDS W, 457.78 feet to Corner 1 of said Tract 58, being marked on the ground by a 2 1/2" aluminum cap on #6 rebar, PLS #26967, found in place; thence leaving said 2-3 line of Tract 37, along the 1-2 line of said Tract 58, S 89 DEGREES 12 MINUTES 06 SECONDS W, 654.26 feet to the northerly right-of-way boundary of Brush Creek Road, Parcel A, as recorded in Book 470 at Page 687; thence along said northerly right-of-way boundary of Brush Creek Road, Parcel A the following twenty (20) courses:

1) N 72 DEGREES 17 MINUTES 55 SECONDS W, 112.23 feet,
2) 42.30 feet along a curve to the left with a radius of 585.00 feet the chord of which bears N 78 DEGREES 54 MINUTES 56 SECONDS W, 42.29 feet,
3) N 80 DEGREES 59 MINUTES 13 SECONDS W, 48.03 feet,
4) N 88 DEGREES 08 MINUTES 24 SECONDS W, 408.36 feet,
5) N 83 DEGREES 01 MINUTES 28 SECONDS W, 40.11 feet,
6) 254.45 feet along a curve to the right with a radius of 665.00 feet, the chord of which bears N 72 DEGREES 03 MINUTES 46 SECONDS W, 252.90 feet,
7) N 61 DEGREES 06 MINUTES 04 SECONDS W, 40.13 feet,
8) N 55 DEGREES 59 MINUTES 08 SECONDS W, 409.17 feet,
9) 485.00 feet along a curve to the left with a radius of 5764.58 feet, the chord of which bears N 58 DEGREES 23 MINUTES 45 SECONDS W, 484.86 feet,
10) N 60 DEGREES 48 MINUTES 22 SECONDS W, 342.72 feet,
11) N 62 DEGREES 48 MINUTES 22 SECONDS W, 33.98 feet,
12) 370.57 feet along a curve to the left with a radius of 1467.39 feet, the chord of which bears N 70 DEGREES 02 MINUTES 26 SECONDS W, 369.58 feet,
13) N 77 DEGREES 16 MINUTES 31 SECONDS W, 33.94 feet,
14) N 79 DEGREES 16 MINUTES 31 SECONDS W, 208.60 feet,
15) N 71 DEGREES 35 MINUTES 45 SECONDS W, 44.29 feet,
16) 57.57 feet along a curve to the right with a radius of 486.00 feet, the chord of which bears N 68 DEGREES 12 MINUTES 07 SECONDS W, 57.54 feet,
17) N 64 DEGREES 48 MINUTES 30 SECONDS W, 44.26 feet,

18) N 57 DEGREES 07 MINUTES 44 SECONDS W, 426.57 feet,
19) N 53 DEGREES 12 MINUTES 03 SECONDS W, 37.69 feet,
20) 35.57 feet along a curve to the right with a radius of 815.00 feet, the chord of which bears N 51 DEGREES 57 MINUTES 02 SECONDS W, 35.57 feet to a point on the 7-8 line of said Tract 44, also being a point on the 3-4 line of said Tract 38; thence leaving said northerly right-of-way boundary of Brush Creek Road, Parcel A, along said 7-8 line of Tract 44, N 89 DEGREES 23 MINUTES 49 SECONDS

E, 913.11 feet to angle point 7 of said Tract 44, also being angle point 2 of said Tract 55, being marked on the ground by a 2 1/2" aluminum cap on #6 rebar, PLS #26967, found in place; thence leaving said 3-4 line of Tract 38, N 02 DEGREES 58 MINUTES 53 SECONDS E, 1324.86 feet to the Point of Beginning.

EXCEPTING THEREFROM:

Tract B of Brush Creek Meadows Filing 3, according to the Final Plat thereof, Town of Eagle, Colorado - Containing 0.774 acres more or less

AND Right of way for Sylvan Lake Road on Brush Creek Meadows Filing 3, according to the Final Plat thereof, Town of Eagle, Colorado - Containing 1.889 acres more or less

Containing 657.342 acres more or less more or less.

HAYMEADOW

**Engineer's Estimate and Opinion of Probable Costs
for Public Improvements**

MAY 3, 2019



Item #	Description	Unit	Quantity	Unit Price	Total
MISCELLANEOUS					
1	Clearing and Grubbing	LS	1	\$ 25,000.00	\$ 25,000.00
2	Revegetation	LS	1	\$ 110,000.00	\$ 110,000.00
TOTAL MISCELLANEOUS					
ROADWAYS AND GRADING					
SYLVAN LAKE ROAD AND ROUNDABOUT AND BRUSH CREEK ROAD					
3	Topsoil Remove and Stockpile (14.25")	CY	9,446	\$ 3.50	\$ 33,061.00
4	Topsoil Replace (6")	CY	3,977	\$ 7.00	\$ 27,839.00
5	Excavation	CY	700	\$ 5.00	\$ 3,500.00
6	Embankment	CY	5,038	\$ 5.25	\$ 26,449.50
7	Subgrade Preparation Roads	SY	17,328	\$ 2.10	\$ 36,388.80
8	Asphalt (4")	TN	2,133	\$ 100.00	\$ 213,300.00
9	Base course (8" Class 6)	TN	3,870	\$ 35.00	\$ 135,450.00
10	Base Course (18" Class 2)	TN	9,658	\$ 32.75	\$ 316,299.50
11	Concrete Curb and Gutter (6" Vertical)	LF	1,710	\$ 17.50	\$ 29,925.00
12	Concrete Curb and Gutter (1.5' x 6" Vertical)	LF	233	\$ 30.00	\$ 6,990.00
13	Concrete Curb and Gutter (3" Mountable)	LF	285	\$ 27.25	\$ 7,766.25
14	Concrete Crosswalks (95 LF)	EA	5	\$ 2,525.00	\$ 12,625.00
15	Concrete Crosswalks Splitter Island Ped Cut (23 LF)	EA	2	\$ 1,050.00	\$ 2,100.00
16	Concrete Apron at Roundabout	SY	12	\$ 430.00	\$ 5,160.00
17	Concrete Cross Pans (6' Wide)	EA	2	\$ 6,900.00	\$ 13,800.00
18	6" Concrete at Roundabout	SF	9735	\$ 10.10	\$ 98,323.50
19	Roundabout Flatwork	SY	192	\$ 117.00	\$ 22,464.00
20	Path - Asphalt (3")	TN	701	\$ 101.00	\$ 70,801.00
21	Path - Base Course (8" Class 6)	TN	1164	\$ 38.00	\$ 44,232.00
22	Path - Subgrade Preparation	SY	3,115	\$ 2.15	\$ 6,697.25
23	Install Block Wall	LF	192	\$ 160.00	\$ 30,720.00
24	Detectable Warning Pads	EA	8	\$ 490.00	\$ 3,920.00
25	Bollard Lights	EA	13	\$ 3,425.00	\$ 44,525.00
26	Standard Signs	EA	17	\$ 500.00	\$ 8,500.00
27	Tapco Crosswalk Sign	EA	4	\$ 4,200.00	\$ 16,800.00
28	Relocate Existing Signs	LS	1	\$ 335.00	\$ 335.00
29	Delineator Posts	EA	22	\$ 30.00	\$ 660.00
30	Road Striping (4" Solid White)	LF	4,620	\$ 0.34	\$ 1,570.80
31	Road Striping (4" Solid Yellow)	LF	5,360	\$ 0.67	\$ 3,591.20
32	Striping (Bike Symbol)	EA	10	\$ 54.00	\$ 540.00

33	Streetlight - P1	EA	1	\$ 18,450.00	\$ 18,450.00
34	Streetlight - P1-2B	EA	2	\$ 13,500.00	\$ 27,000.00
35	20-Foot Ranch Gate	EA	2	\$ 1,050.00	\$ 2,100.00
TOTAL SYLVAN LAKE ROAD AND ROUNDABOUT AND BRUSH CREEK ROAD					\$ 1,271,883.80
LOCAL ROADS					
36	Topsoil Remove and Stockpile (8")	CY	4,297	\$ 3.50	\$ 15,039.50
37	Topsoil Replace (6")	CY	2,865	\$ 7.00	\$ 20,055.00
38	Excavation	CY	8,175	\$ 4.00	\$ 32,700.00
39	Embankment	CY	1,902	\$ 5.25	\$ 9,985.50
40	Subgrade Preparation Roads	SY	12,776	\$ 2.10	\$ 26,829.60
41	Asphalt (4")	TN	1,786	\$ 100.00	\$ 178,600.00
42	Base course (6" Class 6)	TN	2,000	\$ 35.00	\$ 70,000.00
43	Base Course (18" Class 2)	TN	5,129	\$ 32.75	\$ 167,974.75
44	6" Class 6 Base course Temp. Turnaround (2)	TN	223	\$ 35.00	\$ 7,805.00
45	Concrete Curb and Gutter (6" Vertical)	LF	4,175	\$ 18.75	\$ 78,281.25
46	Concrete Curb and Gutter (6" Vertical) - Spill	LF	156	\$ 23.25	\$ 3,627.00
47	Concrete Pan (3')	LF	1,305	\$ 31.00	\$ 40,455.00
48	Concrete ADA Ramp	EA	30	\$ 550.00	\$ 16,500.00
49	Subgrade Preparation Sidewalks	SY	2500	\$ 3.50	\$ 8,750.00
50	Concrete Sidewalk (5' Wide)	LF	2,884	\$ 27.50	\$ 79,310.00
51	Concrete Sidewalk (7' Wide)	LF	260	\$ 37.75	\$ 9,815.00
52	Sidewalk Base Course	TN	298	\$ 40.00	\$ 11,920.00
53	Concrete Cross Pans (6' Wide)	EA	15	\$ 4,300.00	\$ 64,500.00
54	Detectable Warning Pads	EA	32	\$ 490.00	\$ 15,680.00
55	Path - Subgrade Preparation	SY	337	\$ 3.50	\$ 1,179.50
56	Path - Asphalt (3")	TN	75	\$ 101.00	\$ 7,575.00
57	Path - Base course (6" Class 6)	TN	475	\$ 38.00	\$ 18,050.00
58	Standard Sign	EA	18	\$ 500.00	\$ 9,000.00
59	4" Solid White Striping	LF	423	\$ 0.34	\$ 143.82
60	Thermoplastic Striping - (10' W x 1.5'H w. 2' Gaps)	LF	23	\$ 95.00	\$ 2,185.00
61	Concrete Crosswalks Detail	LF	52	\$ 1,050.00	\$ 54,600.00
62	Streetlight	EA	5	\$ 9,650.00	\$ 48,250.00
TOTAL LOCAL ROADS					\$ 998,810.92
WEST CUTOFF DITCH					
63	Topsoil Remove and Stockpile (8")	CY	466	\$ 3.50	\$ 1,631.00
64	Topsoil Replace (6")	CY	311	\$ 7.00	\$ 2,177.00
65	Excavation	CY	680	\$ 5.00	\$ 3,400.00
66	Embankment	CY	37	\$ 5.25	\$ 194.25
TOTAL WEST CUTOFF DITCH					\$ 7,402.25
WEST TRAIL CONNECT					
67	Topsoil Remove and Stockpile (8")	CY	175	\$ 3.50	\$ 612.50
68	Topsoil Replace (6")	CY	117	\$ 7.00	\$ 819.00
69	Excavation	CY	983	\$ 5.00	\$ 4,915.00

70	Embankment	CY	36	\$ 5.25	\$ 189.00
	TOTAL WEST TRAIL CONNECT				\$ 6,535.50
	EMERGENCY ACCESS ROAD				
71	Clearing/Grub remove unsuiteable soil, haul to on-site waste site	SF	34,022	\$ 0.30	\$ 10,206.60
72	Topsoil Remove and Stockpile (12")	CY	1809	\$ 3.50	\$ 6,331.50
73	Topsoil Replace (6")	CY	905	\$ 7.00	\$ 6,335.00
74	Excavation	CY	926	\$ 5.00	\$ 4,630.00
75	Embankment	CY	22	\$ 5.25	\$ 115.50
76	Subgrade Preparation Roads	SY	3633	\$ 2.10	\$ 7,629.30
77	Base Course (18" Class 2)	TN	1164	\$ 32.75	\$ 38,121.00
78	Base course (8" Class 6)	TN	472	\$ 38.00	\$ 17,936.00
79	Base course (6" Class 6)	TN	646	\$ 35.00	\$ 22,610.00
	TOTAL EMERGENCY ACCESS ROAD				\$ 113,914.90
	POOL/RINK PATH AND DEBRIS CATCHMENT				
80	Topsoil place (6")	CY	4,920	\$ 7.00	\$ 34,440.00
81	Excavation	CY	32,254	\$ 2.60	\$ 83,860.40
82	Embankment	CY	6,235	\$ 4.50	\$ 28,057.50
83	Haul Excess Structural to Stockpile	CY	26,019	\$ 2.35	\$ 61,144.65
84	Path - Subgrade Preparation	SY	4,000	\$ 2.25	\$ 9,000.00
85	Path - Asphalt (3")	TN	600	\$ 101.00	\$ 60,600.00
86	Path - Asphalt (4")	TN	59	\$ 100.00	\$ 5,900.00
87	Path - Base course (8" Class 6)	TN	1164	\$ 38.00	\$ 44,232.00
88	Remove and Replace 6" Class 6	TN	15	\$ 12.00	\$ 180.00
89	Signs	EA	1	\$ 500.00	\$ 500.00
	TOTAL POOL/RINK PATH AND DEBRIS CATCHMENT				\$ 327,914.55
	TOTAL ROADWAYS				\$ 2,726,461.92
	DRAINAGE				
90	18" Diameter HDPE	LF	1,648	\$ 54.00	\$ 88,992.00
91	18" CMP FES	EA	11	\$ 475.00	\$ 5,225.00
92	24" Diameter HDPE	LF	426	\$ 71.50	\$ 30,459.00
93	24" CMP FES	EA	10	\$ 658.00	\$ 6,580.00
94	36" Diameter HDPE	LF	4	\$ 122.00	\$ 488.00
95	36" CMP FES	EA	5	\$ 1,250.00	\$ 6,250.00
96	RCP 18"	LF	2538	\$ 65.00	\$ 164,970.00
97	RCP 18" FES	EA	1	\$ 1,260.00	\$ 1,260.00
98	RCP 24"	LF	827	\$ 85.00	\$ 70,295.00
99	RCP 24" FES	EA	6	\$ 1,615.00	\$ 9,690.00
100	RCP 36"	LF	234	\$ 155.00	\$ 36,270.00
101	RCP 36" FES	EA	5	\$ 2,593.00	\$ 12,965.00
102	2'x2' Area Inlet	EA	4	\$ 2,585.00	\$ 10,340.00
103	3'x3' Area Inlet (type C)	EA	16	\$ 3,765.00	\$ 60,240.00
104	2'x3' Curb Inlet	EA	42	\$ 3,305.00	\$ 138,810.00

105	2'x3' Valley Grate	EA	1	\$ 3,010.00	\$ 3,010.00
106	Encase in concrete at water crossings	EA	2	\$ 725.00	\$ 1,450.00
107	4' Diameter Standard Manhole	EA	3	\$ 3,450.00	\$ 10,350.00
108	5' Diameter Standard Manhole	EA	1	\$ 4,500.00	\$ 4,500.00
109	24" FES w. headwall/gate	EA	1	\$ 4,750.00	\$ 4,750.00
110	Debris Flow Outlet Structure	EA	1	\$ 11,250.00	\$ 11,250.00
111	RipRap Outlet D/C9.05	EA	7	\$ 4,150.00	\$ 29,050.00
112	Pond 1A - All inclusive	EA	1	\$ 28,000.00	\$ 28,000.00
113	Pond 1B - All inclusive	EA	1	\$ 26,000.00	\$ 26,000.00
114	Pond 1D - All inclusive	EA	1	\$ 21,500.00	\$ 21,500.00
115	Road Cut	EA	2	\$ 5,550.00	\$ 11,100.00
116	Turf Reinforcement Mat (TRM)	SY	406	\$ 5.50	\$ 2,233.00
TOTAL DRAINAGE					\$ 796,027.00
SEDIMENT AND EROSION CONTROL					
117	Erosion Log Inlet Protection	EA	5	\$ 120.00	\$ 600.00
118	Beaver Dam Curb Inlet Protection	EA	4	\$ 175.00	\$ 700.00
119	Silt Fence &/or Straw Wattle (5800 LF)	LF	9300	\$ 1.85	\$ 17,205.00
120	Ditch Straw Wattle	EA	2	\$ 150.00	\$ 300.00
121	Stabilized Construction Entrance (A/9.09)	EA	4	\$ 2,350.00	\$ 9,400.00
122	Temp Sediment Trap Riser	EA	3	\$ 375.00	\$ 1,125.00
123	Temp Stone Outlet E/C9.09	EA	6	\$ 565.00	\$ 3,390.00
124	Landlok 450 TRM or Approved Equal	LF	964	\$ 14.00	\$ 13,496.00
125	Stormwater System Clean Up	EA	1	\$ 7,250.00	\$ 7,250.00
TOTAL SEDIMENT AND EROSION CONTROL					\$ 53,466.00
WATER					
126	Connect to Existing 12" DIP Main	EA	2	\$ 3,250.00	\$ 6,500.00
127	12" DIP	LF	5015	\$ 94.00	\$ 471,410.00
128	Fire Hydrant Assembly	EA	11	\$ 6,100.00	\$ 67,100.00
129	8" Gate Valves	EA	4	\$ 2,015.00	\$ 8,060.00
130	12" Gate Valves	EA	27	\$ 3,260.00	\$ 88,020.00
131	Water Service (Single Family), 1" Type K Copper w. curb	LF	2,066	\$ 40.00	\$ 82,640.00
132	Air Release Valve	EA	4	\$ 6,400.00	\$ 25,600.00
133	Install Horizontal Thurst Block	EA	13	\$ 235.00	\$ 3,055.00
134	Temp. Blowoff Valve & Stub	EA	8	\$ 900.00	\$ 7,200.00
135	Insulate Water Main	EA	1	\$ 385.00	\$ 385.00
136	Wetland Plant and Soil Material - Remove, Stockpile &	CY	150	\$ 25.00	\$ 3,750.00
137	Export Unsuitable Trench Material (Cost/100 LF of Trench)	CY	440	\$ 4.00	\$ 1,760.00
138	Import Select Trench Backfill (Cost/100 LF of Trench)	CY	440	\$ 16.00	\$ 7,040.00
139	Dewatering	DA	20	\$ 1,500.00	\$ 30,000.00
TOTAL WATER					\$ 802,520.00
SEWER					
140	Connect to Exisiting	EA	1	\$ 4,500.00	\$ 4,500.00
141	8" PVC SDR35	LF	1,909	\$ 57.00	\$ 108,813.00

142	12" PVC SDR35	LF	2,691	\$ 69.00	\$ 185,679.00
143	18" PVC SDR36	LF	83	\$ 120.00	\$ 9,960.00
144	6" PVC SDR35 Service (3 EA)	LF	198	\$ 38.00	\$ 7,524.00
145	4" PVC SDR35 Service (25 EA)	LF	398	\$ 36.00	\$ 14,328.00
146	5 Diameter Standard Manhole	EA	3	\$ 7,850.00	\$ 23,550.00
147	4' Diameter Standard Manhole	EA	25	\$ 5,285.00	\$ 132,125.00
148	Export Unsuitable Trench Material (Cost/100 LF of Trench)	CY	210	\$ 4.00	\$ 840.00
149	Import Select Trench Backfill (Cost/100 LF of Trench)	CY	210	\$ 16.00	\$ 3,360.00
150	Dewatering	DA	20	\$ 1,500.00	\$ 30,000.00
TOTAL SEWER					\$ 520,679.00
IRRIGATION					
151	IRRIGATION	LS	1	\$ 324,317.00	\$ 324,317.00
TOTAL IRRIGATION					\$ 324,317.00
LANDSCAPING					
152	LANDSCAPING	LS	1	\$ 195,259.00	\$ 195,259.00
TOTAL LANDSCAPING					\$ 195,259.00
GRAND TOTAL OF OPINION OF PROB CAUSE					\$ 5,553,729.92
10% ADDITIONAL FOR PERFORMANCE					\$ 555,372.99
GRAND TOTAL OF O.P.C + 10% PERFORMANCE					\$ 6,109,102.91

All subdivision improvements shall be completed prior to December 31, 2020

This takeoff does not include engineering, landscaping, tap fees, materials testing, Surveying, Construction Admin., Permit Fees, Town Fees, irrigation, off-site utility upgrades, or other off-site improvements. The actual cost may vary significantly based upon final design, hauling and disposal of excess materials, amount of unsuitable material encountered, the cost and availability of labor, equipment, material and market conditions.

Haymeadow Ownership and Maintenance Table

ITEM	LAND OWNERSHIP	MAINTENANCE/REPLACEMENT ENFORCEMENT
<i>Open Space/Wildlife Corridor</i>		
Upland Open Space*	Town	Town
BLM and Upper Ranch Boundary Fence	Town	Metropolitan District
Brush Creek Agricultural Areas & Wildlife Corridor*	Town	Metropolitan District
Willow Tree Corridors*	Town	Metropolitan District
Weed and Pest Control- Open Space	N/A	Metropolitan District
<i>Parks</i>		
Trailhead Park (not including Buildings)*	Town	Metropolitan District
Pavilion Buildings at Trailhead Parks	Town	Town
Metro District Building at Trailhead Park	Metropolitan District	Metropolitan District
Neighborhood "A1" Greenspace and "Neighborhood Park"*	Metropolitan District	Metropolitan District
Specific Improvements within Neighborhood "A1" Greenspace and "Neighborhood Park"	Metropolitan District	Metropolitan District
Weed and Pest Control - Parks	N/A	Metropolitan District
<i>Trails</i>		
Paved Recreation Paths	N/A	Metropolitan District
Soft Crusher Fines Paths	N/A	Metropolitan District
Pedestrian Lighting of Trails	N/A	Metropolitan District
Haymaker Trail and any future Dirt Trails on Upland Open Space and Combined School/Town Recreation Site	Town	Town
Soft Surface Trails in Willow Tree Corridors, Trailhead Park, Wetlands and all other parks & public spaces	Town	Metropolitan District
Willow Trailhead*	Town	Metropolitan District
Road Gulch Trailhead*	Town	Metropolitan District
<i>Right of Ways/Alleys/Parking</i>		
Roads, Curbs and Gutter in Public Right-of-Ways	Town	Town
Landscaping in Public Rights-of-Way	Town	Metropolitan District
Street Lights in Public Rights-of-Way	Town	Town
Sidewalk/Paths in Public Rights-of-Way	Town	Metropolitan District
Alleys	Metropolitan District	Metropolitan District
Parallel On-Street Parking within Public Rights-of-Way	Town	Metropolitan District Enforcement by the Metro District

*Please refer to Haymeadow Ownership & Maintenance Diagram

ITEM	LAND OWNERSHIP	MAINTENANCE/REPLACEMENT ENFORCEMENT
Right of Ways/Alleys/Parking (cont)		
Perpendicular Parking within Public Rights-of-Way	Town	Metropolitan District Enforcement by the Metro District
Parking Lot Lights	Individual HOA's	Individual HOA's
Storm Drainage		
Public Drainage Facilities within Public Rights-of-Way and Open Space	Town	Town
Private Drainage Facilities	Metropolitan District	Metropolitan District
Utilities		
Shallow Utilities	Each entity is responsible for their own utility	Each entity is responsible for their own utility
Water and Sewer Utilities	Town	Town
Non Potable System		
Irrigation Ditches and Ponds/Piping	N/A	Metropolitan District
Water Features	N/A	Metropolitan District
Fire Station/Combined School-Town Recreation Site		
Fire Station*	Fire District	Fire District
Combined School-Town Recreation Site (prior to any improvements)*	Town	Metropolitan District
Combined School-Town Recreation Site (after any improvements)*	Town, School District	Town, School District West Eagle County Metropolitan Recreation District
Other		
Mail Cluster Boxes	N/A	Metropolitan District

*Please refer to Haymeadow Ownership & Maintenance Diagram

The Town of Eagle has authority to enforce all provisions of the Haymeadow Annexation and Development Agreement regarding maintenance, replacement and enforcement provisions.

~~The town staff and the Haymeadow Metropolitan District will make their best effort to complete the narrative Ownership and Maintenance Agreement within 180 days of April 23, 2019.~~

Definitions:

Public Drainage Facilities: Includes curbs, gutters, roadside ditches, grates, inlets, culverts and detention ponds.

Private Drainage Facilities: Includes curbs, gutters, roadside ditches, grates, inlets, culverts and detention ponds. Culverts for private driveways are the responsibility of the owner of the driveway.

Shallow Utilities: Includes Electric Power, Natural Gas, and Telecommunication Lines.

Water and Sewer: Includes Water Main Systems and Sanitary Sewer Main Systems.