



Built On What Matters

Town of Frederick Board of Trustees Agenda

Frederick Town Hall

Board Chambers

401 Locust Street

Wednesday, October 1, 2025

Work Session 5:30 PM

Agenda

Regular Meeting 7:00 PM

Work Session 5:30 PM

- A. Land Use Code Update: Development Direction Feedback Request

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the Board of Trustees. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports

- B. Administrative Report

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- C. Approval of Minutes
- D. List of Bills

- E. Resolution 25-R-53 Acceptance of Assignment of Development Obligations Regarding Memorandum of Agreement for Public Improvements for Meadowlark Business Park Filing 3 -
Christine Francescani, Deputy Town Attorney
- F. Resolution 25-R-52 Quarterly Grant Report -
Traci Garcia Castells, Grants Administrator

Action Agenda

- G. Resolution 25-R-54 Wyndham Hill Irrigation Pond Easement Consideration -
Sarah Watson, Engineer

Discussion Agenda

Mayor and Trustee Reports

Adjournment



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Land Use Code Update: Development Direction Feedback Request

Agenda Date: Board of Trustees October 1, 2025

Attachments: 1. Work Session #2 Presentation

Reviewed By: Bryan Ostler, Town Manager

Action Type

4) Information: Items that require no specific action and are provided for informational purposes only.

Strategic Plan Alignment:



COMMUNITY AND ECONOMIC VITALITY– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities.

2.5 Continue work on updating the Land Use Code in connection with 1.2 above.

Summary Statement:

This discussion with the Board of Trustees serves as a checkpoint for RICK Engineering and Town staff to update the group on the current status of the Land Use Code update and, secondly, provides an opportunity for RICK and staff to gather feedback and direction on key Code topics.

Detail of Issue/Request:

In the Fall of 2024, the new Comprehensive Plan was adopted by the Board of Trustees. RICK Engineering was the planning and engineering firm that completed that project and is currently working on the Downtown Plan. In October 2024, RICK Engineering was contracted to complete the ongoing Land Use Code update. RICK Engineering has been working with Planning staff on fully updating the Land Use Code and aligning the new Code with the recently adopted Comp Plan.

This Board work session is intended to provide an opportunity for staff to gain valuable feedback on key topics and approaches to the Land Use Code update. Staff and RICK have done considerable work on this update, but need guidance to complete specific sections.

Key Discussion Topics

1. Mapping existing PUDs:

Action needed: Decide how to show existing PUDs on the zoning map. Staff will provide options. 1. Show PUD overlay with underlying zoning or 2. One color for each type of PUD overlay: residential, non-residential, and mixed use.

2. Adaptable Neighborhoods:

Action needed: Decide how these areas from the Comp Plan translate into zoning. Staff is proposing to have an Adaptable Neighborhood overlay that permits single-dwelling homes by right and other housing types by Conditional Use only. The other types would be paired homes, four-plexes, townhomes, and multi-dwelling. Also, staff will present parameters for this zoning overlay, such as automatic buffers between new development and existing development, and potential expanded notification areas.

3. Enhanced Neighborhoods:

Action needed: Decide if staff should move forward with a Housing Mix section in the land use code update. Instead of requiring one option to enhance new development, staff are prepared to discuss two options future developers could have: 1. Housing mix required when larger subdivisions are proposed (the number of units creates triggers for more housing products and lot variety), 2. Enhanced parks and open space (The larger the development, the more amenities and higher quality features are required to go into the parks and open space for that development).

4. Noticing Requirements:

Recent projects have highlighted opportunities for improvement in our notification processes. We have the chance to discuss and address these areas to enhance our overall effectiveness. Topics to discuss will be; 1. Neighborhood meetings (adjust to include more than one required for projects that take over a year to review), 2. Mailings and sign postings (again, require more frequent mailers and postings when projects take over a year to complete), 3. Notification buffer distance (provide an option for the Director to increase the buffer distance for items that are more sensitive).

5. Timeline

A presentation on the updated timeframe for the complete Land Use Code update. Target completion is February 2026.

Direction and Feedback

RICK, alongside Town staff, will prompt the discussion for each item listed above and will gather the direction needed for each topic. Staff is prepared with options on how to address each of the items below and will present these options to the Board at the October 1st work session.

Next Steps

Potential work sessions in January may be needed at the discretion of the Board. The anticipated public hearings for the Land Use Code adoption would take place in February.

Legal Comments:

There are no legal considerations currently as this is a discussion to receive feedback from the Board of Trustees.

Alternatives/Options

Staff is seeking feedback from both the Board of Trustees on the approach and ideas presented.

Financial Considerations

In October 2024, the Board of Trustees approved the third contract amendment (Comprehensive Plan and Downtown Plan contract) to include the Land Use Code update by Rick Engineering for an additional amount of \$113,170. The project is on budget.

Staff Recommendation

Staff recommends a discussion on the ideas presented and direction to be provided on key elements of the update.

Community Impact

The future Land Use Code provisions affect both the development community and the residents of Frederick. This work session with the Board of Trustees and Town staff reflects the Town's commitment to getting these regulations right in order to provide for higher-quality development for our community.



Board of Trustees Work Session #2

Land Use Code Update – Direction & Feedback

Audem Gonzales, Senior Planner

Ali van Deutekom, Planning Manager

Britt Palmberg, RICK

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Strategic Plan Alignment



COMMUNITY AND ECONOMIC VITALITY

Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities.

2.5 Continue work on updating the Land Use Code

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Land Use Code Update Timeline

- Fall 2024 - Comprehensive Plan completed
- October 2024 – RICK Engineering contracted to complete Land Use Code Update
- January 2025 – Stakeholder Session #1 to gain feedback from development community
- April 2025 – Stakeholder Session #2
- July 2025 – Work Session #1 with BOT to gain direction and feedback
- October 2025 – Work Session #2 with BOT
- January 2026 – Potential Work Sessions with BOT
- February/March 2026 – Land Use Code update adoption



Key Discussion Topics

1. Mapping existing PUDs:

Action needed: Decide how to show existing PUDs on zoning map.

Staff will provide options; 1. Show PUD overlay with underlying zoning at time of creation or 2. Provide one color for each type of PUD overlay; residential, non-residential and mixed use and do not show underlying zoning.



Key Discussion Topics

2. Adaptable Neighborhoods:

Action needed: Decide how these areas from the Comp Plan translate into zoning.

Staff is proposing to have an Adaptable Neighborhood overlay that permits single-dwelling homes by right and other housing types by Conditional Use only. The other types would be paired homes, four-plexes, townhomes and multi-dwelling. Also, staff will present parameters for this zoning overlay, such as automatic buffers between new development and existing development and potential expanded notification areas.



Key Discussion Topics

3. Enhanced Neighborhoods:

Action needed: Decide if staff should move forward with a Housing Mix section in the land use code update in response to the Housing Needs Assessment.

Instead of requiring one option to enhance new development, staff is prepared to discuss two options developers could have; 1. Housing mix required when larger subdivisions are proposed (the number of units creates triggers for more housing products and lot variety) 2. Enhanced parks and open space (The larger the development, the more amenities and higher quality features are required to go into the parks and open space for that development).



Key Discussion Topics

4. Noticing Requirements:

Recent projects have highlighted opportunities for improvement in our notification processes. We have the chance to discuss and address these areas to enhance our overall effectiveness.

Topics to discuss will be; 1. Neighborhood meetings (adjust to include more than one required for projects that take over a year to review), 2. Mailings and sign postings (again, require more frequent mailers and postings when projects take over a year to complete), 3. Notification buffer distance (provide an option for the Director to increase the buffer distance for items that are more sensitive). 4. Other potential areas for improvement.



Key Discussion Topics

5. Timeline

See previous timeline slide. Discussion?



BUILT ON WHAT MATTERS



Town of Frederick

Admin Report 10.01.25

Upcoming Board of Trustees Meetings:

The following is the schedule for upcoming meetings, though topics are subject to be changed or rescheduled:

- October 1, 2025 – Regular Meeting
- October 15, 2025 – Regular Meeting
- November 5, 2025 – Regular Meeting
- December 3, 2025 – Regular Meeting



Effective, Efficient & Strategic Government Operations

- Including the Town's oilfield professional in the development review process has led to more in-depth reviews of upcoming development to ensure oil and gas infrastructure and setbacks meet Frederick's codes.
- Neighborhood Services is assisting with interdepartmental efforts to promote a culture of continuous improvement, operational streamlining, and positive change.
- The Town Clerk's Office plays an integral role in the smooth, ongoing function of Town Government. The following is the current Town Clerk Report:
 - Liquor Licensing
 - 3 Licenses in renewal process
 - No current enforcement Issues
 - 16 total licenses

Liquor License Name	Expiration Date	Liquor License Type	Addition to License
Georgia Boys Smokehouse	1/23/2026	Hotel + Restaurant (city)	Takeout and Delivery
Frederick Liquor and Store	2/21/2026	Liquor Store (city)	Delivery
7 - Eleven Store 35269B	3/21/2026	Fermented Malt Beverage Off (city)	
King Soopers #154	4/14/2026	Fermented Malt Beverage and Wine (city)	

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Frederick Travel Center	6/30/2026	Fermented Malt Beverage (city)	
Chipotle Mexican Grill #5480	7/21/2026	Beer and Wine (city)	
Back 9 at Bella Rosa	9/3/2026	Hotel + Restaurant Optional (city)	One Optional Premise
Glacier Liquors	9/4/2025	Liquor Store (city)	Renewal in Progress
Gabe's Café LLC	9/27/2025	Hotel + Restaurant (city)	Renewal in Progress
Rock Solid	10/18/2025	Tavern (city)	
Circle K Store 2706787	11/12/2025	Fermented Malt Beverage (city)	
Mirror Image Brewing Company	11/3/2025	Brew Pub (city)	Takeout Renewal Submitted
Lola's Kitchen Tacos Y Tequila	11/2/2025	Hotel + Restaurant (city)	
Rumbo 52	11/20/2025	Hotel + Restaurant (city)	Takeout
7 - Eleven Store 38638A	12/25/2025	Fermented Malt Beverage Off (city)	
Meco Coffee Collective	12/9/2025	Hotel + Restaurant (city)	

- Solicitors Licensing:
 - No active Solicitors Licenses
- Court Numbers:

September 2025 Court Numbers										
*FTA = Failure to Appear										
Early Pay	Traffic	Criminal	Animal	Virtual Court	Review	Restitution	Interpreter	Trial	Total Appearances	FTAs
122	34	3	2	1	5	0	2	0	47	23

- Colorado Open Records Requests August 2025
 - 16 Requests were completed and closed for the month of August 2025

Colorado Open Records Requests	
Gabby Smith	Residential Building Permit Reports. Excel preferred. Includes Contractor/owner name, permit #, address, & permit type, value. For the Month of July 2025 or dates of July 1-31, 2025
Kristen Hoffman	Requesting copies of or a report of ALL issued building permits for Residential & Commercial properties from 7/1/2025 - 7/31/2025. Report to include (if available): Permit #, Issued and Applicated Dates, Site Addresses, Valuation of project, Description of Work, Contractor & Owner Information.

Mikel Brooker	Drainage Report / Stormwater Management Plan - 3768 State Highway 52-• Utility Availability Letters • Water • Sewer• Electricity• Gas• Fiber/internet• Utility Maps (As-Built or Proposed)• Water/Sewer Tap Fee Schedule• Floodplain/FEMA Map or Determination• Soils/Geotechnical Report (if available)• Traffic Impact Study• Topographic Survey
Justin Chinn	Requesting all available documentation regarding RFP 2024-FBO, the RFP for the fiber build out project won by Interpid Fiber (serviced by Allo Fiber). Specifically: All proposals submitted in response to the RFP - Any scoring rubrics, scorecards, or evaluations used during the selection process Meeting minutes or notes from any discussions regarding the RFP - The contract ultimately signed with Intrepid, or the winning entity (if not technically Intrepid). I'd also like available communication that might shed light on the ultimate reason the town chose the provider it did.
Eric Larsen	Digital copies of all development pre-application forms submitted between 2/10/25 and 8/6/25. Thank you.
Matt Wiederspahn	Requesting electronic copies of the Godding Hollow Floodplain Study RFQ, all addendums issued, and all proposals received.
Kyle Conarro	Getting under contract to purchase the Children's Courtyard at 6501 Frederick Way. Frederick, CO 80530. The Seller does not have much info on the building and it was built in 2003. Are you able to provide any documents pertaining to the building such as original building plans, a survey, permits, etc.?
Kali Hastings	4037 Salazar Way • Copies of Certificates of Occupancy• Copies of Outstanding Zoning Code Violations• Copies of Outstanding Building Code Violations• Copies of Outstanding Fire Code Violations• Copies of Current/upcoming road widening and/or sidewalk improvements that will require right of way • Copies of Approved Variances, Conditional use Permits Special Exceptions, Zoning Cases, Resolution, Ordinances, Site Plans
Evan Vogan	For the property at 4037 Salazar Way, Fredrick, CO 80504, I am requesting the following for due diligence purposes: From the Building Department: -Any unresolved or outstanding violations -A copy of the Certificate of Occupancy -Any building plans on file From the Planning and Zoning Department: -Any unresolved or outstanding violations -The current zoning designation -Any special Activity and Use Limitations not specified by the current zoning designation

Marshall Marquardt	1. All waivers granted by the Town of Frederick to its Land Use Code or related land use rules, including but not limited to Land Use Code Section 2.14, from January 1, 2020 to present. 2. All removal notices and demands issued by the Town to property owners requiring removal of artificial turf, from January 1, 2020 to present. 3. All appeals filed by Frederick residents concerning enforcement of land use rules (including artificial turf restrictions, e.g., Land Use Code Section 2.14) and the results of those appeals, from January 1, 2020 to present. 4. All supporting documents related to the above, including but not limited to staff reports, correspondence, hearing or meeting transcripts, exhibits, attachments, and evidence considered in the decision-making process.
Jim Brzostowicz	Civil/Site design plans, entitlement/site plans, and drainage report for the Carbon Valley Rec Center expansion circa 2003. Working on some planning studies for potential changes.
Kali Hastings	7990 Interstate 25 Frontage Road • Copies of Certificates of Occupancy • Copies of Outstanding Zoning Code Violations • Copies of Outstanding Building Code Violations • Copies of Outstanding Fire Code Violations • Copies of Current/upcoming road widening and/or sidewalk improvements that will require right of way • Copies of Approved Variances, Conditional Use Permits, Special Exceptions, Zoning Cases, Resolutions, Ordinances, Site Plans
Woo Park	Commercial records request. spreadsheet containing all purchase orders from January 1, 2021, to present day-all purchase orders from January 1, 2021, to present day. If easily accessible, please provide the following details for each purchase order: -Purchase order number or equivalent -Purchase date -Vendor ID or equivalent -Vendor name -Line item details, quantity, unit price, total price
Kevin Horton	original solar plan set for our remove and reinstall existing solar, with no changes or modification permit for the address attached and below: 5896 E Conservation Dr, Longmont, CO 80504
Cory Adams-1	I am looking for the drainage report and drainage map for the Glacier West Business Park Filing No. 2. I am with Calibre Engineering and we are working on a project located at 3470 State Hwy 52, Frederick, CO, which is within this development.



Community and Economic Vitality

- The Communications & Engagement team has been excited to assist Economic Development in their planning for the Town's Annual Business Awards Ceremony. This is a great opportunity for Frederick's business community to come together to honor the great work and contributions from the wonderful businesses in Town.
- The Town's Oil & Gas Liaison is continuing review of proposed new oil and gas applications in an effort to remain true to the mining and energy extraction history of Frederick while utilizing high tech innovations.
- The following is a comparison of Building Division permit types and quantities from 2022 to present day.

Permit Types	2022	2023	2024	2025
Commercial Accessory Structure Permit	2	1	7	1
Commercial Addition Permit		1	4	4
Commercial Alteration Permit	13	20	21	30
Commercial Demolition Permit	2	3		1
Commercial Electrical Permit	12	10	10	11
Commercial Foundation Permit	1	3	5	0
Commercial Mechanical Permit	6	7	4	3
Commercial New Construction Permit	4	9	12	9
Commercial Plumbing Permit	1	3	1	0
Commercial Roofing Permit		14	9	1
Commercial Solar/PV Permit			2	3
Communication Facility Permit	2			1
Sign Permit	6	8	11	18
Temporary Structure Permit		6	1	2
Residential Accessory Structure Permit	3	7	2	0
Residential Addition Permit	12	11	14	7
Residential Alteration Permit	42	31	21	17
Residential Electrical Permit	13	23	26	11
Residential Foundation Permit		1	2	0
Residential Mechanical Permit	82	102	110	63
Residential New Construction Permit	125	93	64	41
Residential Plumbing Permit	46	57	58	31
Residential Pool/Spa Permit	3	2		0
Residential Roofing Permit	23	2164	468	43
Residential Solar/PV Permit	105	65	70	21
Water Tap Permit				1
Total Permits	503	2641	922	319

- For a list of all active development applications currently under review by the Town’s Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies, please follow these links to our [“What’s Developing”](#) map and webpage, [“Development Applications Under Review.”](#)



Dynamic, Inclusive & Connected Community

- The Communications & Engagement team is committed to bringing the highest quality events to our community. Planning for various Town events has yielded:
 - 77 sponsor applications
 - 66 food vendor applications (all spots are full)
 - 151 market vendor applications (all Miners Day spots are full)
 - 46 burro race registrations
 - 25 Miners Day parade applications
- Final preparations for Miners Day include securing necessary permits, recruiting volunteers, enhancing safety precautions for the parade, and designing and ordering supplies for the Board of Trustees entry in the parade, as well as coordinating with various departments on the parade route and plans. Three meetings regarding parade safety have been added to the yearly planning process.
- Building partnerships in our community is important to our Town’s mission. Town staff are involved in Carbon Valley Cares meetings, meetings with VIA Mobility to ensure transportation options to Frederick residents with limited mobility, and staff also recently met with the event managers from the Town of Firestone and the City of Dacono to collaborate together on best practices and planning for the Carbon Valley Holiday Festival.
- Two resident complaints regarding oil and gas infrastructure have been received. By working with the residents and various state agencies such as the Energy & Carbon Management Commission (ECMC) and Colorado Department of Public Health & Environment (CDPHE), staff have been able to address those spills and leaks.



Strategic, Reliable and Sustainable Infrastructure

- Communications & Engagement continues to work with Intrepid Fiber by monitoring and facilitating communications to respond to resident inquiries and requests.
- Public Works updates:
 - The Fleet Division has been busy with installation of emergency lighting on several Parks vehicles. They have also diagnosed a non-working light bar, replaced several steering components on a plow dump truck, and completed a few tire repairs, all along with regularly scheduled fleet maintenance.
 - On top of regular work orders, Facilities staff have begun an office remodel and alarm system upgrade at the Police Department.
 - Streets & Stormwater updates:

- Street sweeping continues on schedule, with additional sweeping planned for the fall season, and pothole repairs have been completed in multiple locations throughout the community.
 - “No Parking” signs have been installed around Frederick High School to assist with traffic flow and congestion.
 - ADA-compliant warning pads have been replaced around the Countryside subdivision to enhance pedestrian safety.
 - Annual preventative maintenance was performed on traffic signals at four different intersections in Town.
 - Crews are working on the final drainage and roadside mowing operations for the remainder of the year.
- With methane being 28 times more potent than a greenhouse gas, having a staff member inspect each oil and gas well in Frederick is already leading to lower volumes of off-gassing wells. Staff are excited to assist in lessening the impacts of methane releases and other greenhouse gases, which typically adversely affect the most marginalized members of different communities and have no political or jurisdictional borders.



Safe and Secure

- Alexis Milano successfully completed her field training program bringing our Community Service Unit up to full staff. Congratulations, Alexis. Job offers have been made to two lateral police applicants to backfill vacant positions.
- Officers Esther Collins and Andy Fairbanks recently attended the annual Shine Prom at Rocky Mountain Christian Church. This event supports our special needs community members by providing them with a night of fun, laughter, dancing, and connection.
- Neighborhood Services staff are intensifying Land Use Code enforcement efforts.
- To date, 101 oil and gas wells have been inspected as part of the Town of Frederick wellhead inspection program. Multiple leaks have been identified and reported to the Colorado Department of Public Health & Environment (CDPHE) and/or the Energy & Carbon Management Commission (ECMC), leading to responses from oil and gas operators to fix the leaks.
- The Communications & Engagement team is redesigning Crime Prevention Through Environmental Design (CPTED) brochures for the Police Department. These are used to inform residents of natural surveillance, access control, territorial reinforcement, and target hardening to prevent crime.



Fiscally Responsible Governance

- To improve mail services, public safety response, community identity, and economic development opportunities, Communications staff are assisting in advocacy efforts for an independent zip code for the Town of Frederick.
- Finance continues to make evaluations and projections for all Town funds to determine sustainability through 2026.



Town of Frederick Board of Trustees

Meeting Minutes
September 9, 2025

Work Session

- A. Town Revenue Presentation
- B. Roads Committee

Call to Order – Roll Call

At 7:00 PM, Trustee March called the meeting to order and requested a roll call. Present were Trustees March, Lamach, Mahan, and Padia. Also present were Town Manager Bryan Ostler, Assistant Town Manager Ryan Johnson, Town Attorney Jason Meyers, Town Clerk Tricia David, and Deputy Town Clerk Emily Nitcher.

Pledge of Allegiance

Approval of Agenda

The agenda was approved as submitted.

Special Presentations

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the Board of Trustees. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Town Attorney Jason Meyers noted that there were no public comments, except for one related to an Action Agenda item, which would be heard during the Public Hearing.

Staff Reports

- C. Administrative Report -

Town Manager Bryan Ostler commended staff on the successful handling of the recent overweight commercial vehicles incident. He also reminded Board members about the upcoming Board mini-retreat and the Miner's Day event.

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A motion was made by Trustee Mahan and seconded by Trustee Lamach to approve Consent Agenda. Upon roll call vote the motion passed 4-0.

Town Manager, Bryan Ostler read the Public Comment submitted via email to the Town Clerk from resident Lou Severino. Town Attorney Jason Meyers then addressed the Board regarding elections.

D. Approval of Minutes

Action Agenda

- E. Resolution No. 25-R-49 Preschool Adventures Conditional Use and Wavier Request Resolution No. 25-R-50 - Bailey Arvizu, Associate Planner

Associate Planner Bailey Arvizu presented the item and introduced Maryann Argus, applicant for Preschool Adventures, who then addressed the Board.

Trustee March opened the Public Hearing.

A motion was made by Trustee Padia and seconded by Trustee Mahan to approve Resolution No. 25-R-49 Preschool Adventures Conditional Use. Upon roll call vote, the motion passed 4-0.

A motion was made by Trustee Padia and seconded by Trustee March to approve Resolution No. 25-R-50 Preschool Adventures Wavier Request. Upon roll call vote, the motion passed 4-0.

- F. Resolution No. 25-R-51: A Resolution of the Board of Trustees Approving the Wheatlands Preliminary Development Plan and Preliminary Plat - Audem Gonzales, Senior Planner

Senior Planner Audem Gonzales presented the item and introduced the applicant and Kristen Turner, who then addressed the Board.

Trustee March opened the Public Hearing for public comment, during which resident Catherine Lewis spoke and provided a handout.

After presentations and discussion, Trustee March closed the Public Hearing.

A motion was made by Trustee Lamach and seconded by Trustee Padia to approve Resolution No. 25-R-51, A Resolution of the Board of Trustees Approving the Wheatlands Preliminary Development Plan and Preliminary Plat, with the condition that the final plat include a 2,000-foot notice requirement. Upon roll call vote, the motion passed 4-0.

Mayor and Trustee Reports

Trustee Lamach reminded Board members about the upcoming Shine Prom at Frederick High School.

Adjournment

There being no further business of the Board of Trustees, Trustee March adjourned the meeting at 8:28 PM.

ATTEST:

Approved by the Board of Trustees:

Tracie Crites, Mayor

Tricia David, Town Clerk



Town of Frederick Board of Trustees

Meeting Minutes
September 17, 2025

Work Session 5:30 PM

A. Windshield Tour Follow Up

FURA Meeting - 6:00 pm

Work Session 6:30 pm

B. New Staff Introductions

Call to Order – Roll Call

At 7:01 Mayor Crites called the meeting to order and requested a roll call. Present were Mayor Crites, Trustees Lamach, Mahan, and Padia. Also present were Town Manager Bryan Ostler, Assistant Town Manager Ryan Johnson, Town Attorney Jason Meyers, Town Clerk Tricia David, and Deputy Town Clerk Emily Nitcher.

Pledge of Allegiance

Approval of Agenda

The agenda was approved as submitted.

Special Presentations

C. Fiber Update -

Director of Communications and Engagement, Renae Lehr, introduced Alex Williams and Paul Gonzales from Intrepid Fiber, who presented to the Board.

Public Comment

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Mayor Crites indicated that no one signed up for Public Comment.

Staff Reports

Town Manager Bryan Ostler indicated there were no Staff Reports.

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A motion was made by Trustee Mahan and seconded by Trustee Lamach to approve the Consent Agenda. Upon roll call vote, the motion passed 3-0.

D. Approval of Minutes

Action Agenda

Grant Administrator, Traci Garcia presented the agenda item originally scheduled for action — Resolution 25-R-52 Quarterly Grant Report. The item was then tabled as a Consent Agenda item for the next regularly scheduled Board of Trustees meeting on October 1, 2025.

Mayor and Trustee Reports

Communications Director Renae Lehr provided an update on the upcoming Miner's Day event at Mayor Crites' request.

Trustee Padia reported that interviews for the Planning Commission vacancy were completed yesterday.

Mayor Crites encouraged Board members to review the results of the National Committee Survey.

Trustee Lamach shared that he attended the recent Rocky Mountain Christian Church Shine Prom and thanked the Board for its support of the event.

Adjournment

There being no further business of the Board of Trustees, Mayor Crites adjourned the meeting at 7:41 PM.

ATTEST:

Approved by the Board of Trustees:

Tracie Crites, Mayor

Tricia David, Town Clerk

Town of Frederick
July 31, 2025 - August 30, 2025

1800DRYCLEAN NORTH METRO DENVER	Uniform Cleaning	\$	229.85
21ST CENTURY EQUIPMENT LLC	Mower Blade	\$	825.35
4 RIVERS EQUIPMENT LLC	Rental Transport	\$	486.44
A FAST PATCH INC	Asphalt	\$	10,000.00
AAA PEST PROS LLC	Clubhouse exterminator service	\$	355.00
ACCENT BRANDING SOLUTIONS	Form printing - Municipal summons	\$	3,253.55
ACUSHNET COMPANY	Driving range golf balls	\$	5,008.00
ADAMSON POLICE PRODUCTS	Police Uniforms	\$	21,776.98
AGFINITY	Fuel & Lube	\$	14,381.49
AH ARCHITECTURE PC	Architectural Design Study - BR	\$	1,972.44
ALEX SCHULTZ	Live Stream BOT	\$	325.00
ALL IN ONE PROFESSIONAL SERVICES LLC	Interpretation Services	\$	600.84
ALTITUDE AWARDS AND APPAREL	CSO Uniforms	\$	80.00
AMERICAN PUBLIC WORKS ASSOCIATION	Subscriptions/Memberships	\$	1,229.00
ANTON OLSON	Tuition Reimbursement	\$	267.19
APPLIED CONCEPTS INC	Vehicle Parts	\$	60.00
ARROWHEAD FORENSICS	Crime Scene Supplies	\$	176.04
ASPHALT SPECIALTIES CO INC	2025 Pavement Maintenance Program	\$	233,385.54
ATEK HEATING & AIR CONDITIONING INC	HVAC Repair	\$	1,487.02
B & H FOTO & ELECTRONICS CORP	new camera lens	\$	1,463.08
BARGREEN ELLINGSON	Kitchen supplies	\$	97.00
BARR ENGINEERING CO.	Water Quality On-Call Services	\$	2,133.00
BBC RESEARCH & CONSULTING	Impact Fee Study	\$	9,109.00
BCCONSULTING INC	Burro race timing	\$	1,200.00
BETTER BUSINESS CLEANING	Cleaning Service	\$	6,356.00
BIG M JANITORIAL INC	Frederick Way Median Maintenance	\$	750.00
BK TIRE, INC.	Tires	\$	1,444.01
BLACK HILLS ENERGY	Gas Utility	\$	310.41
BLADES GROUP LLC	Rock Asphalt	\$	1,426.00
BLESSED BBQ LLC	Blessed BBQ meal voucher	\$	213.30
BUTCH'S ELECTRIC LLC	Electrical Repair	\$	655.00
CAGE ENGINEERING INC	Bella Rosa Trail Extension	\$	15,380.00
CAPITAL BUSINESS SYSTEMS INC	Town Copier Lease Program	\$	3,209.92
CARBON VALLEY CHAMBER OF COMM.	Chamber Open	\$	680.00
CERVANTES CONCRETE	Concrete Repair - Sidewalk CIP	\$	88,770.00
CINTAS CORPORATION	Uniforms	\$	512.23
CITY OF LONGMONT	SWAT Fees	\$	5,000.00
COBRA PUMA GOLF	Golf shop merchandise	\$	78.27
COLORADO BARRICADE CO	Event Barriers	\$	4,134.00
COLORADO DEPARTMENT OF AGRICULTURE	Laser & Tuning Fork Calibration	\$	212.00
COLORADO DEPARTMENT OF PUBLIC	Drinking Water Fee July 2025-June 2026	\$	977.00
COLORADO MATERIALS INC	Asphalt	\$	1,697.53
COLORADO MUNICIPAL CLERKS ASSOC.	ALD Attendance	\$	1,960.00
COLORADO POND AND LAKE LLC	Milavec Water Quality Testing	\$	187.50
COMCAST CABLE	TV Services	\$	21.95
COMMUNITY COUNSELOR INC	Counselling Services	\$	250.00
CONFLUENCE INC	Go Outdoors Frederick 2050	\$	11,697.50
CORE & MAIN LP	Water Meters	\$	25,245.71
COSTAR REALTY INFORMATION INC	Monthly Subscription	\$	644.29
DANNY CANTU	Boot Reimbursement	\$	200.00
DATASHIELD CORPORATION	Document Shredding - Admin Services	\$	178.25
DAVID L CHRISTIANSEN LLC	Background Psych - Kind	\$	450.00
DENVER REGIONAL COUNCIL OF GOVERNMENTS	Membership Contribution	\$	7,100.00
DIANE YELVINGTON	SRO Basic Conference	\$	190.00
DUNAKILLY MANAGEMENT GROUP CORP	Owner's Representation Services	\$	4,355.00
E & G TERMINAL INC	FFFD/PD Supplies/Parts	\$	452.54
ECLIPSE TINTING AND GRAPHICS	Window Film	\$	2,265.75
ELDORADO ARTESIAN SPRINGS INC	Water Delivery Service	\$	302.20
ELEMENT WATER CONSULTING INC	Lower Boulder Ditch Change of Use - July	\$	22,385.50
ELEVATED FIRE SUPPLY	Police Car Equipment	\$	7,927.67
ENVIROTECH SERVICES, INC.	Water Filler	\$	3,749.20
EUROFINS EATON ANALYTICAL LLC	Reservoir Monitoring	\$	475.00
EVERGREEN HWY 52 & COLORADO LLC	Landscape escrow refund - 5801 Silverstone Dr	\$	46,875.00
EXPRESS SERVICES INC	Temp services - golf shop & maintenance payroll	\$	13,894.54
FACTORY MOTOR PARTS CO	Car Maintenance Supplies	\$	875.85
FCI CONSTRUCTORS INC	Frederick Public Works Facility	\$	1,086,730.82
FIDELITY NATIONAL TITLE COMPANY	Utility Overpayment - 7977 Emerson Ave Frederick	\$	53.24

Town of Frederick
July 31, 2025 - August 30, 2025

FIRST ARMORED SERVICES	Resettable Breaker	\$	464.00
FORTILINE WATERWORKS	Meter Wrench	\$	7,834.94
FP MAILING SOLUTIONS	Postage Meter Refill	\$	135.00
FRONT RANGE INFLATABLES	inflatables for event	\$	595.00
FRONT RANGE SEAMLESS GUTTERS INC	Gutter Repair	\$	4,006.00
G & G EQUIPMENT INC	Supplies	\$	253.31
GALLS LLC	Police Equipment	\$	1,522.47
GENERAL AIR	Gas Cylinders	\$	26.43
GOLF ASSOCIATES SCORECARD COMPANY	Golf course scorecards	\$	876.30
GRAINGER TECH	Cabinet	\$	81.15
GREEN MILL SPORTMAN'S CLUB	Range Fees	\$	600.00
GREEN MOUNTAIN PROMOTIONS	reusable bags for swag	\$	1,000.00
GUS'S GOODIES	Snacks for Restaurant	\$	366.00
HAMSKEA ARCHERY SOLUTIONS	Project Arrow Reimbursement	\$	73,519.55
HARDLINE EQUIPMENT	Steel Side Brush	\$	2,824.00
HIGH COUNTRY BEVERAGE	Alcohol for Chainsaws & Chuckwagons	\$	3,158.35
HOLIDAY INN EXPRESS & SUITES FIRESTONE-LONGMONT	Hotel Rooms for Carvers	\$	6,321.00
HOME DEPOT CREDIT SERVICES	Smoke Detectors	\$	3,632.39
HUNGRY BEAR MINI GOUNUTS LLC	meal vouchers reimbursement	\$	36.00
HYDROLOGIK LLC	Cellular Data Aug-Oct	\$	90.00
IMAGEFIRST HOSPITALITY	Rugs for clubhouse	\$	94.05
INFOSEND INC	Delinquent UB Bill Notification - Extra Printing	\$	188.62
INSIGHT DIRECT USA, INC	Subscription	\$	259.33
INTERSTATE FORD	Brake Controller	\$	1,032.09
IRON SPEAR PROTECTION GROUP LLC	Municipal Court Bailiff and Security	\$	554.13
J & M DISPLAYS INC	fireworks display	\$	13,500.00
JC GOLF ACCESSORIES	Golf shop merchandise	\$	645.29
JOHN DEERE FINANCIAL	Uniforms	\$	124.97
JOHN E. REID & ASSOC, INC.	Reid Training Class	\$	2,150.00
JUAN HERRERA	Restitution Payment	\$	400.96
JUB ENGINEERS INC	Silver Birch & BR Intersection Design	\$	7,167.39
KATY PRESS	Retail Consulting Services	\$	2,400.00
KEN SCHMIDT	Lawn Replacement Rebate Program	\$	2,000.00
KENT VANDYNE	American Public Works Association Conference	\$	414.00
KENZ & LESLIE DISTRIBUTING CO	Service Kits	\$	784.80
KINSCO LLC	Police Uniforms	\$	1,434.00
KISMET KITCHENS LLC GATOR TAILS	Gator Tails Meal Voucher	\$	1,026.00
KUMAR & ASSOCIATES INC	Public Works Facility Materials Testing Services	\$	2,557.50
L & M ENTERPRISES INC	Bulrush Ditch Repair	\$	38,540.00
L.L. JOHNSON DISTRIBUTING COMPANY	Parts for equipment repair	\$	1,145.04
LANGUAGE LINE SERVICES	Translation Services	\$	12.30
LIFE STORIES CHILD & FAMILY ADVOCACY	Investigative Fees	\$	263.00
LIGHTHOUSE	School Flashers - Grandview Elem	\$	13,038.00
LOLAS KITCHEN	Tour and Talk 100 meals	\$	1,500.00
LORI CRAMER	Restitution Payment	\$	150.00
LOVELAND YOUTH ATHLETICS ASSOCIATION	Frederick Feeder Football Team	\$	1,000.00
LWRC INTERNATIONAL LLC	Firearms Equipment	\$	2,654.95
MAC EQUIPMENT INC	Equipment Repair Parts	\$	460.51
MARTIN R ADIE	Hot air balloon pilots lodging fee	\$	115.02
MASEK GOLF CAR COMPANY	Parts for equipment repair	\$	99.42
MATTHEW BENDER & CO INC	Legal Updates	\$	143.08
MATTHEW MYERS	Boot Allowance	\$	200.00
MATTHEW SURA LLC	Oil & Gas Legal Services	\$	47,419.00
MAX DAFFRON	Colorado Biosciences Tour Mileage	\$	29.40
MCDONALD FARMS ENTERPRISES INC	Disposal Grit	\$	1,650.00
MCGEE COMPANY	FFFD/PD Supplies	\$	1,021.41
MELODY HOMES	Utility Overpayment	\$	38.64
MIKAYLA NORBY	Settlement Agreement for Damages to Vehicle	\$	150.00
MIKE MAROONE CHEVROLET BUICK GMC LONGMONT	Car Maintenance Supplies	\$	578.75
MILE HIGH GOLF CARS	golf carts for event use	\$	908.29
MILINDO MEXICO LLC	meal voucher reimbursement	\$	142.00
MOSES WITTEMYER HARRISON & WOODRUFF PC	Water Attorney	\$	12,134.00
N LINE ELECTRIC	Installing Power on CR17 at Water Tank	\$	2,350.00
NEXBELT LLC	Golf shop merchandise	\$	61.20
NORTHWEST PARKWAY	Toll Fees	\$	16.00
O.J. WATSON COMPANY INC	Equipment Maintenance	\$	451.83
OCCUPATIONAL HEALTH CENTERS	Pre-Employment Screening	\$	392.00

Town of Frederick
July 31, 2025 - August 30, 2025

OPENGOV INC	Integration Toolkit and Domain	\$	37,614.48
OUTDOOR CUSTOM SPORTSWEAR, LLC	Staff uniforms	\$	683.98
PAUL C BENEDETTI	Legal Services	\$	4,980.00
PAUL DIKES GLASS INC	Windshield Replacement	\$	425.00
PETTY CASH	Delinquent Real Estate Taxes	\$	230.85
PIONEER DEVELOPMENT COMPANY	Urban Renewal Plan	\$	4,274.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	\$	89.05
PRAIRIE MOUNTAIN MEDIA	Publishing Costs	\$	1,407.17
PRINT EXPERTS	Miners Day Invites	\$	756.95
PRO HYDRAULIC AND MACHINE INC	Equipment Maintenance	\$	1,085.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	\$	258.34
RANGE SERVANT AMERICA INC	Parts for equipment repair	\$	389.00
RB B ARCHITECTS INC	Public Works Facility Professional Services	\$	38,284.00
REDI SERVICES LLC	Porta Johns for Chainsaws & Chuckwagons	\$	2,475.00
REPUBLIC NATIONAL DISTRIBUTING CO LLC	Beverages for restaurant	\$	236.24
RITZ SAFETY LLC	Lime Vests	\$	1,433.05
ROCKY MOUNTAIN CHRISTIAN CHURCH	Shine Prom Donation	\$	5,000.00
ROCKY MOUNTAIN INTEGRATORS INC	Lear Memory Purge on DSX	\$	950.00
ROCKY MTN PLAYGROUND SERVICES LTD	Playground Mulch at Savannah and Rinn Valley	\$	5,733.94
RUSSELL RIBBLE	American Public Works Association Conference	\$	414.00
SAFEWAY	Kitchen Supplies	\$	83.56
SAGE TELECOMMUNICATIONS	Right-Of-Way Permit Application Refund	\$	394.50
SAMANTHA FREYTA	Counselling Services	\$	330.00
SEALMASTER	Street Asphalt	\$	252.00
SIERRA FEDDER	NOCO REDI BRE Meeting Reimbursement	\$	49.00
SIMPLOT PARTNERS	Golf course turf products	\$	644.75
SOLITUDE LAKE MANAGEMENT LLC	Milavec Ultrasonic Repair	\$	1,375.00
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	\$	385.62
STATEWIDE INTERNET PORTAL AUTHORITY	Common Look Suite	\$	3,752.00
STEVEN WALJE	CO Sex Crimes Investigator Conference Per Diem	\$	414.00
SUNBELT RENTALS INC	Equipment Rental	\$	474.06
SWIRE COCA-COLA USA	Coke products for restaurant	\$	1,699.96
SYMBOLARTS LLC	Challenge Coins	\$	1,929.90
SYSCO DENVER	Restaurant supplies	\$	3,405.53
TAYLA WILSON	3CMA City & County Communications Conference	\$	329.49
TELOS ONLINE INC	Public Works Backup Service	\$	75.00
THE SHERWIN-WILLIAMS CO	Paint	\$	442.49
THE WAFFLE LAB	Waffle Lab meal voucher	\$	192.00
TIFFANY LOZADA	Reimbursement for Lunch Meeting	\$	90.41
TLO LLC	Investigative Fees	\$	109.60
TRACTOR SUPPLY CREDIT PLAN	August Credit Charges	\$	97.38
TRAFFIC SIGNAL CONTROLS INC	Supplies for Traffic Lights	\$	10,828.26
TRE ENVIRONMENTAL STRATEGIES LLC	Water Testing	\$	540.00
TRI C CLUB SUPPLY INC	Restroom supplies	\$	78.10
TRICIA DAVID	Mileage Reimbursement	\$	192.29
TRUEPOINT SOLUTIONS LLC	Accela Support and Development	\$	3,632.62
U.S. POSTAL SERVICE (CMRS-FP)	Postage Meter Refill	\$	500.00
UKG INC,	UKG Ready Launch Fixed Fee	\$	5,000.00
ULINE INC	Sunscreen & Repellant	\$	226.68
UME CUSTOM EMBROIDERY & IMPRINTING LLC	New Employee Orders	\$	139.84
UNC FOUNDATION/EAST COLORADO SBDC	2025 East Colorado SBDC Annual Sponsorship	\$	3,000.00
UNITED POWER	Utility Payment Electric for Golf Course	\$	15,847.81
UNIVERSITY AUTO PARTS INC	Equipment	\$	7,849.29
UTILITY NOTIFICATION CENTER OF COLORADO	Raw Water Locates	\$	748.91
VANCE BROTHERS INC	2025 SEAL PROJECT	\$	457,561.30
VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito Control Services	\$	9,369.00
VERIZON WIRELESS	Town Phones	\$	20,677.89
VIA MOBILITY SERVICES	Transportation July 2025	\$	7,106.00
WASTE CONNECTIONS OF COLO INC	Waste Removal for Parks Project	\$	537.26
WELD COUNTY DEPARTMENT OF PUBLIC	Water Testing	\$	697.50
WELD COUNTY INFORMATION TECHNOLOGY	RSA Tokens	\$	1,549.76
WEX BANK	Fuel	\$	59.37
WT EXCAVATING	Damage Deposit Refund - Hydrant Meter	\$	4,500.00
YAMAHA MOTOR FINANCE CORP USA	Lease payment for golf cart fleet	\$	5,387.39
ZAK DIRT, INC	311 & 323 5Th St Parking Lot Improvement Project	\$	125,237.74
		\$	2,755,427.16



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-53 Acceptance of Assignment of Development Obligations Regarding Memorandum of Agreement for Public Improvements for Meadowlark Business Park Filing 3

Agenda Date: Board of Trustees October 1, 2025

Attachments:

1. Meadowlark Business Park Filing No. 3 MOAPI First Amendment Exhibit A2
2. Meadowlark BP FG 3 MOAPI Second Amendment Exhibit A3
3. Meadowlark Business Park, Filing 3 MOAPI Exhibit A1
4. Meadowlark MOAPI Transfer and Assignment (Incl. Exhibits to Resolution)
5. Reso 25-R-53 Accept Meadowlark MOAPI Assignment
6. Meadowlark MOAPI Transfer and Assignment

Reviewed By: Bryan Ostler, Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:

Please provide specific alignment with the 2025-2026 strategic plan



COMMUNITY AND ECONOMIC VITALITY– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds

upon and enhances a variety of economic opportunities. Frederick celebrates its downtown and regards it as a gem in the region.

This request aligns with the tenet of Community and Economic Vitality in the Town's 2025-2026 Strategic Plan by fostering economic vitality through support of the Meadowlark Business Park redevelopment project.

Summary Statement:

Meadowlark Developer, LLC is taking over MOAPI responsibilities from Meadowlark Industrial, LLC as part of redevelopment of the site in partnership with FURA.

Detail of Issue/Request:

Meadowlark Developer, LLC, managed by Nick Larson, is taking over MOAPI development obligations from Meadowlark Industrial, LLC, managed by Curtis McDonald, as part of redevelopment of the site at 5520 Iris Parkway in partnership with FURA. Section 14.8 of the MOAPI for Meadowlark Business Park Filing 3 requires that the Board of Trustees be made aware of, and approve, any transfer of development obligations in an MOAPI before a new developer may take over such obligations.

This transfer also includes an acknowledgment by the Town that obligations of the MOAPI for Phases 1, 2, and 3 have been satisfied.

Legal Comments:

The Notice and Acceptance of Assignment have been reviewed by the Town Attorney's Office and comply with legal requirements.

Alternatives/Options

The Board may approve the request for assignment of development obligations or take no action on the request for approval of assignment of development obligations.

Financial Considerations

There is no financial obligation to the Town related to this transfer of obligations.

Staff Recommendation

Not applicable

Community Impact

Completion of the redevelopment of Meadowlark Business Park by the new developer will serve as a benefit to the Town through provision of additional high quality development.

**FIRST AMENDMENT TO THE
MEADOWLARK BUSINESS PARK, FILING NO. 3
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS FIRST AMENDMENT to the Meadowlark Business Park Memorandum of Agreement for Public Improvements (FIRST AMENDMENT) is made and entered this 15th day of September, 20 21 by and between the Town of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado (TOWN) and Meadowlark Industrial, LLC, a Colorado Limited Liability Company, whose address is 401 Interlocken Boulevard #1407 Broomfield, CO 80021 (DEVELOPER).

WHEREAS, the parties entered into a Memorandum of Agreement for Public Improvements (MOAPI) on September 8, 2015, said agreement recorded at the Weld County Clerk and Recorder's office at Reception No. 4204719, hereinafter called the "Agreement"; and

WHEREAS, the DEVELOPER has submitted a plat of Meadowlark Business Park Filing No. 3 Replat C which is included as Exhibit A; and

WHEREAS, the TOWN has approved said plat of Meadowlark Business Park Filing No. 3 Replat C, with certain conditions; and

Now therefore, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

The following special provisions apply to Meadowlark Business Park Filing No. 3 and also amend certain parts of the "Agreement" as noted.

1. The public improvement requirements and phasing for Meadowlark Business Park Filing No. 3 are as specified in Exhibit B-1, Exhibit D-1, Exhibit E-1, and Exhibit F-1 of this FIRST AMENDMENT.
2. The Area/Phasing Map included herein as part of Exhibit B-1 of this FIRST AMENDMENT.
3. Special Provisions for Meadowlark Business Park Filing No. 3 as included in attached Exhibit F-1.
4. The original "Agreement" contains Exhibit B for Meadowlark Business Park Filing No. 3 that shall still apply and be tied to the updated Phasing Map. All requirements in the original Exhibit B are valid and may be amended at such time as the area defined by the updated Phasing Map as Meadowlark Business Park Filing No. 3 Replat C is developed.

In all other respects, we hereby ratify and confirm the original MOAPI and the amendments thereto.

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

TOWN OF FREDERICK

DEVELOPER

MEADOWLARK INDUSTRIAL, LLC

By Tracie Crites
Tracie Crites, Mayor

By Curtis McDonald
Curtis McDonald,
Authorized Representative

ATTEST:

By Meghan C. Martinez
Meghan C. Martinez, CMC, Town Clerk

STATE OF COLORADO)

COUNTY OF Weld)^{ss}

The foregoing instrument was acknowledged before me this 15 day of September 2021 by Tracie Crites as Mayor and Meghan Martinez Town Clerk of the Town of Frederick.

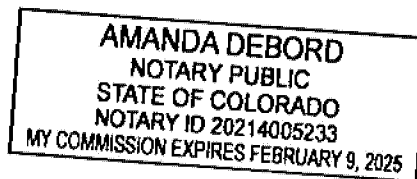
My commission expires: February 9, 2025

Witness my hand and official seal.

Amanda DeBord
Notary Public

STATE OF COLORADO)

COUNTY OF Weld)^{ss}



The foregoing instrument was acknowledged before me this 14 day of September 2021 by Curtis McDonald (signatory's name) as Developer (position/title).

My commission expires: January 10, 2024

Witness my hand and official seal.

Alison van Deutekom
Notary Public

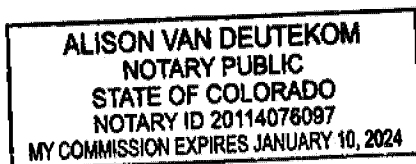


EXHIBIT A

Meadowlark Business Park First Amendment

Meadowlark Business Park Phasing Plan

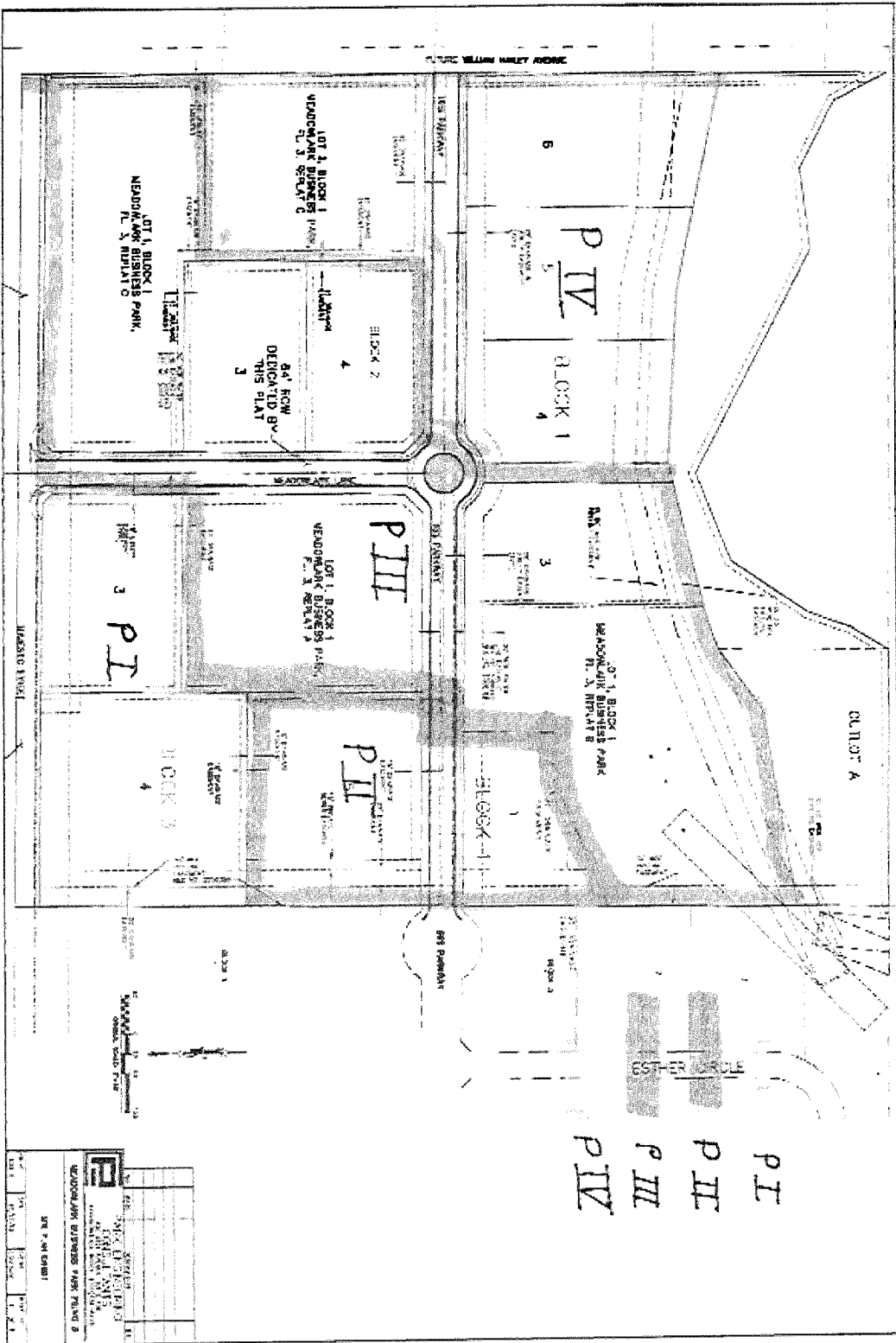


EXHIBIT B

Meadowlark Business Park First Amendment

MEADOWLARK BUSINESS PARK, FILING NO. 3 - PHASE 4

IRIS PKWY (WEST OF WEST EDGE OF LOT 4, BLK 2)

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STREET				
6" Vertical curb and gutter	550	LF	\$19.00	\$10,450.00
5' Detached sidewalk 6" thick	165	SY	\$35.00	\$5,775.00
7" Full Depth Asphalt	1,084	SY	\$30.00	\$32,520.00
Subgrade Preparation	1,567	SY	\$1.50	\$2,350.50
Manhole Adjustment	1	EA	\$500.00	\$500.00
Water Valve Adjustment	4	EA	\$300.00	\$1,200.00
Stop & Street Signs, Barricades	2	EA	\$800.00	\$1,600.00
Temporary Turn Around	1	EA	\$4,000.00	\$4,000.00
Subtotal				58,395.50

WATER LINE				
Installed w/ Phase 3	0	EA	0.00	0.00
Subtotal				0.00

SANITARY SEWER				
Installed w/ Phase 3	0	EA	0.00	0.00
Subtotal				0.00

LANDSCAPE & IRRIGATION				
Native Seed Area	395,000	SF	\$0.08	\$31,600.00
Subtotal				\$31,600.00

TOTAL ESTIMATE				89,995.50
Construction Contingency 10%				8,999.55
GRAND TOTAL				\$ 98,995.05

*This cost estimate does not include surveying, testing, permits, dewatering, rock exc., street lighting or tap fees.
Street landscaping to be installed by adjacent property owner at time of building construction.*

10/24/2019

MEADOWLARK BUSINESS PARK, FILING NO. 3

FUTURE WILLIAM BAILEY STREET

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STREET				
6" Vertical curb and gutter	2,660	LF	\$17.00	\$45,220.00
5' Detached sidewalk 6" thick	1,478	SY	\$35.00	\$51,722.22
7" Full Depth Asphalt	6,502	SY	\$30.00	\$195,066.67
Subgrade Preparation	7,241	SY	\$1.50	\$10,861.67
Handicap Ramp with Truncated Domes	6	EA	\$1,300.00	\$7,800.00
Stop & Street Signs, Barricades	3	EA	\$800.00	\$2,400.00
Subtotal				313,070.56

WATER LINE				
Connect to Existing Water Stub	1	EA	\$600.00	\$600.00
Fire Hydrant Assembly (Hydrant, Pipe & TB)	2	EA	\$3,500.00	\$7,000.00
8" PVC Water Line	1,330	LF	\$32.00	\$42,560.00
8" Plug w/ Thrust Block	1	EA	\$350.00	\$350.00
8" Gate Valve & Box	4	EA	\$1,200.00	\$4,800.00
6" Gate Valve & Box	2	EA	\$1,000.00	\$2,000.00
Subtotal				57,310.00

SANITARY SEWER				
8"PVC Sanitary	1,330	LF	\$32.00	\$42,560.00
4' Sanitary Manhole	4	EA	\$3,400.00	\$13,600.00
Tie into existing system	1	EA	\$700.00	\$700.00
Test Sewer Line	1	LS	\$1,000.00	\$1,000.00
Subtotal				57,860.00

STORM SEWER				
Storm Improvements	1	LS	\$50,000.00	\$50,000.00
Subtotal				50,000.00

LANDSCAPE & IRRIGATION				
Tree Lawn Landscaping	19,950	SF	\$1.20	\$23,940.00
Subtotal				\$23,940.00

TOTAL ESTIMATE				502,180.56
Construction Contingency 10%				50,218.06
GRAND TOTAL				\$ 552,398.61

This cost estimate does not include surveying, testing, permits, dewatering, rock exc., street lighting or tap fees.

EXHIBIT F

Meadowlark Business Park First Amendment

EXHIBIT F-1

SPECIAL PROVISIONS APPLYING TO PUBLIC IMPROVEMENTS FOR MEADOWLARK BUSINESS PARK FILING NO.3

The following special provisions apply to Meadowlark Business Park Filing No.3 and amend the previous versions of the original MOAPI between the Town of Frederick and Meadowlark Industrial, LLC, dated September 8, 2015, (the AGREEMENT) as detailed below.

PHASED DEVELOPMENT: The DEVELOPER is phasing the construction of the aforementioned Development and agrees to provide all permanent and temporary infrastructure and work to provide for services and safety for each phase in accordance with the approved "Construction Plans". Each phase shall be completed and approved by the TOWN prior to issuance of a Certification of Occupancy (CO) for any platted lot in the Development. The DEVELOPER may choose, with approval from the TOWN, to complete any or all phases based on development opportunities. Refer attached Phasing Plan.

A Letter of Credit (LOC) shall be submitted to the Town of Frederick per Section 1.12 prior to the start of construction of any phase. The amount of the LOC shall be calculated from the estimated construction costs of the phase that will be constructed.

On-Site Grading Drainage Improvement for each lot shall be substantially completed prior to the issuance of the building permit. At the sole discretion of the Town, if the improvements are not substantially complete at the time of building permit the Town may accept a LOC from the developer for the grading and drainage improvements.

Phase 1: Phase 1 shall consist of Lots 3 and 4 of Block 3. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Access for both lots shall be constructed at the location of the shared access as shown on the approved Plat;
- Domestic water, fire service lines and fire hydrant shall be constructed from Majestic Street Waterline to provide service to Lot 4;
- The private sewer line shall be constructed in the sewer easement that crosses Lot 5 to provide service to Lot 4;
- The public sewer line shall be extended from the existing sanitary sewer stub in Iris Parkway, west to Meadowlark Lane, then south in Meadowlark Lane to provide service to Lot 3;
- The 8-foot sidewalk and the street landscaping on the north side of Majestic Street shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to Majestic Street and Iris Parkway;
- All drainage improvements shall be constructed on Lot 4 prior to or concurrent with the development of Lot 3;

- Individual lot grading and drainage improvements shall be complete to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties.
- The Developer is required to reimburse the Town of Frederick for the construction of the north half of Majestic Street from the west property line of Rocky Mountain Christian Church (RMCC) to Hickory Court in the total amount of \$59,678.92 as set forth in the RMCC MOAPI. The payment to the Town shall be based on the linear foot frontage of each lot in Phase 1. Lot 3, Block 3 payment is calculated at 382 linear feet at \$84.30/linear foot equals a payment of \$32,202.60. Lot 4, Block 3 payment is calculated at 326 linear feet at \$84.30/linear foot equals a payment of \$27,476.32 to account for rounding error. The total of the two payments shall equal \$59,678.92. Each payment shall be made to the Town Prior to development of each respective lot.

Phase 2: Phase 2 shall consist of Lot 5, Block 3 and Lot 1, Block 1. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvement. Including all utilities and signage along the north property line of Lot 5, Block 3 including the temporary cul-de-sac located at the west property line of Lot 5, Block 3;
- The sidewalk and the street landscaping on Iris Parkway shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street and Iris Parkway;
- All drainage improvements shall be constructed on Lot 5, Block 3 prior to or concurrent with the development of Lot 1, Block 1;
- Individual lot grading and drainage improvements shall be completed to insure the overall drainage concepts are obtained and do not adversely impact adjacent properties.

Phase 3: Phase 3 shall consist of Lots 2 and 3 of Block 1, Lots 3 and 4 of Block 2, Lots 1 and 2 of Block 3 of Meadowlark Business Park Filing No.3 and Lot 1, Block 1 of Meadowlark Business Park Filing No.3, Repalt C. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvements, including all utilities and signage shall be constructed from the east property line of Lot 1, Block 3. These improvements include the permanent round-a-bout at the intersection of Meadowlark Lane and a temporary cul-de-sac (if required by Frederick-Firestone Fire Protection District (FFFPD)) at the west end of the improvements;
- Meadowlark Lane roadway improvements, including all utilities and signage shall be constructed from the round-a-bout to the connection to Majestic Street, including all intersection improvements at Iris Parkway (round-a-bout) and at Majestic Street;
- The sidewalk and the street landscaping on Iris Parkway and Meadowlark Lane shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street and Iris Parkway;
- As lots develop, all downstream drainage improvements shall be constructed to safely convey runoff per the approved plan to the detention pond;

- Individual lot grading and drainage improvements shall be completed to ensure the overall drainage concepts are obtained and to not adversely impact adjacent properties;
- The Developer is required to reimburse the Town of Frederick for the construction of the north half of Majestic Street from Hickory Court to the west property line of Lot 1, Block 1 Meadowlark Business Park Filing No.3, Replat C (William Bailey Avenue) in the amount of \$103,941.06. The amount to be reimbursed is half of the actual cost to construct the roadway that was constructed as part of the Westview Subdivision. Refer the Westview MOAPI, Exhibit F. Payment shall be made to the Town prior to the issuance of Certificate of Occupancy (CO) of Lot 1, Block 1, Meadowlark Business Park Filing No.3, Replat C.

Phase 4: Phase 4 shall consist of Lots 4, 5, and 6 of Block 1 and Lot 2, Block 1 of Meadowlark Business Park Filing No.3, Replat C. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvements, including all utilities and signage shall be constructed from the terminus point of the roadway in Phase 3 to William Bailey Avenue, including all intersection improvements at William Bailey Avenue;
- The sidewalk and the street landscaping on Iris Parkway shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street, Iris Parkway and William Bailey Avenue;
- As lots develop, all downstream drainage improvements shall be constructed to safely convey runoff per the approved plan to the detention pond;
- Individual lot grading and drainage improvements shall be completed to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties;
- The developer is required to design and construct the east half of William Bailey Avenue adjacent to Meadowlark Business Park Filing No.3 and Meadowlark Business Park Filing No.3, Replat C prior to CO for Lot 6, Block 1 or Filing No.3 and Lot 2, Block 1 of Filing No.3, Replat C to a collector roadway section. Since half road section are not allowed in the Town the developer shall construct an interim roadway section adjacent to the property as determined by the Town.
 - i. Reimbursement opportunities to the developer will be determined by the estimated cost to design and construct the east half of a collector roadway section vs the actual cost to build the interim roadway. The cost to construct half of the collector roadway shall be determined by a cost estimate prepared by the developer and approved by the Town using recent construction costs.
 - ii. If the cost to construct the interim roadway for William Bailey Avenue adjacent to the site is **greater** than the estimated cost to construct half of a collector roadway, then the developer may be reimbursed by the property owner to the west when development occurs.
 - iii. If the cost to construct the interim roadway for William Bailey Avenue adjacent to the site is **less** than the estimated cost to construct half of a collector roadway, then the developer

shall escrow the difference in funds to the Town. This will allow the Town to expand the roadway to a collector roadway section in the future.

If in the sole opinion of the Town the surrounding traffic does not justify construction of William Bailey Avenue the developer will escrow the funds to the Town equal one-half of the design and construction costs of the roadway prior to final inspection. The cost to construct half of the collector roadway shall be determined by a cost estimate prepared by the developer and approved by the Town using recent construction costs. If the roadway is not constructed a temporary cul-de-sac at the west end of Iris Parkway and/or an all-weather roadway from Iris Parkway south to Majestic Street on the William Bailey Avenue alignment may be required by the FFFPD or the Town. The developer shall pay for these improvements prior to CO for Lot 6, Block 1 of Filing No.3 and Lot 2, Block 1 of Filing No.3, Replat C.

- The original Letter of Credit (LOC) only included construction costs for Phases 1 to 4 on-site improvements. At this time no LOC has been submitted to the Town for the construction of William Bailey Avenue. Additional LOC for these roadways will be required (as determined by the Town) in Phase 4 once the improvements and construction costs have been determined.
- All other public improvements as shown in the approved plans.

**SECOND AMENDMENT TO THE
MEADOWLARK BUSINESS PARK, FILING NO. 3
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS SECOND AMENDMENT to the Meadowlark Business Park Memorandum of Agreement for Public Improvements ("Second Amendment") is made and entered into this 12 day of October, 2021 by and between the Town of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado ("Town") and Meadowlark Industrial, LLC, a Colorado limited liability company, whose address is 541 Jefferson Ave, Louisville, CO 80027 ("Developer").

WHEREAS, on September 8, 2015, the parties entered into that certain Memorandum of Agreement for Public Improvements ("Original Agreement") which is recorded in the Weld County Clerk and Recorder's office at Reception No. 4204719; and

WHEREAS, on September 15, 2021, the parties entered into that certain First Amendment to the Meadowlark Business Park Memorandum of Agreement for Public Improvements ("First Amendment") which is recorded in the Weld County Clerk and Recorder's office at Reception No. 4756321 (together with the Original Agreement, the "MOAPI"); and

WHEREAS, Developer seeks to modify the Iris Parkway Traffic Circle Apron, and Town approves of the proposed design and the implementation of the design during Phase 4 of the development.

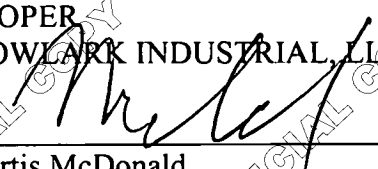
NOW THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

The following special provisions apply to the Meadowlark Business Park Filing No. 3 and also amend the MOAPI as follows:

1. Developer shall modify the Iris Parkway Traffic Circle apron as shown on Attachment 1, entitled "Meadowlark Business Park, Filing No. 3 Iris Pkwy Traffic Circle Apron Reduction," dated May 7, 2021. Said improvements shall be modified as part of Phase 4 of the development, or within five years from the effective date of this Second Amendment, whichever is first to occur.
2. The Iris Parkway Traffic Circle shall be excluded from final acceptance of the Phase 3 improvements. Security for the Iris Parkway Traffic Circle shall be provided as set out in the MOAPI.
3. Except as specifically amended hereby, Town and Developer agree that the MOAPI continues uninterrupted, shall remain in full force and effect, and shall be binding upon the parties hereto. In the event of any conflict between the MOAPI and this Second Amendment, the terms of this Second Amendment shall prevail.
4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

DEVELOPER
MEADOWLARK INDUSTRIAL, LLC

By 
Curtis McDonald,
Authorized Representative

State of Colorado

County of Weld

} ss:
}

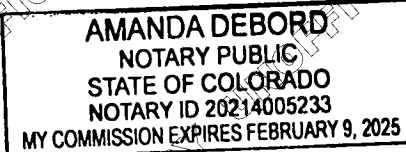
The foregoing instrument was acknowledged before me this 7 day of June, 2022 by Curtis McDonald, as Authorized Representative of Meadowlark Industrial, LLC, a Colorado limited liability company.

[SEAL]

My Commission Expires:

2-9-2025


Notary Public



4844738 Pages: 2 of 3
07/28/2022 12:29 PM R Fee: \$23.00
Carly Koppen, Clerk and Recorder, Weld County, CO


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Pages: 3 of 3

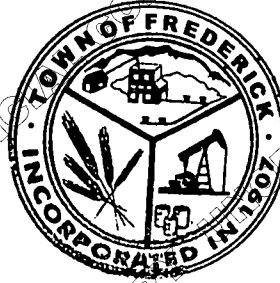
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Carly Koppen, Clerk and Recorder, Weld County, CO



TOWN OF FREDERICK

By Tracie Crites
Tracie Crites, Mayor



ATTEST

By Meghan Martinez
Meghan Martinez, CMC,
Town Clerk

APPROVED AS TO FORM

By Todd G. Messenger
Todd G. Messenger, Esq.,
Land Use Counsel

State of Colorado }

County of Weld }

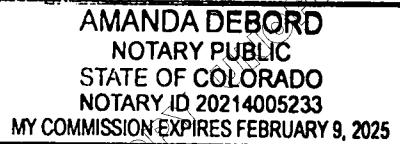
ss:

The foregoing instrument was acknowledged before me this 13 day of July, 2022 by Tracie Crites, as Mayor, and Meghan Martinez, as Town Clerk, of the Town of Frederick, a Colorado municipal corporation.

[SEAL]

My Commission Expires: 2-9-2025

Amanda DeBord
Notary Public



Attachments:

Attachment 1: MEADOWLARK BUSINESS PARK, FILING NO. 3 IRIS PKWY TRAFFIC CIRCLE APRON REDUCTION, dated May 7, 2021

**MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT is made and entered this 8th day of September, 2015, by and between the TOWN of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado ("TOWN"), and Meadowlark Industrial, LLC, a Colorado Limited Liability Company, whose address is 401 Interlocken Boulevard #1407 Broomfield, Colorado 80021 ("DEVELOPER").

WHEREAS, DEVELOPER has submitted a Final Plat for the Meadowlark Business Park, Filing 3 ("SUBDIVISION" or "DEVELOPMENT"), attached as "Exhibit A" and incorporated herein by reference, which the Planning Commission and TOWN Board of Trustees have reviewed and approved; and

WHEREAS, the subdivision regulations of the TOWN requires that the DEVELOPER enter into a Subdivision Agreement hereafter called a Memorandum of Agreement for Public Improvements ("AGREEMENT" or "MOAPI") with the TOWN concerning public improvements related to the Development detailed and attached as the "Schedule of Improvements, Exhibit B," hereinafter called "Exhibit B" and incorporated herein by reference; and

WHEREAS, the parties have modified this standard AGREEMENT as indicated by the addition of certain special provisions, if any, in Exhibit F; and

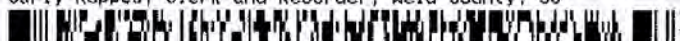
WHEREAS, the TOWN and the DEVELOPER agree that such public improvements are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

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

1. GENERAL CONDITIONS.

1.1 Definitions:

- a.) **Accept:** The Town accepts public improvements after they have been constructed and inspected. Conditional Acceptance and Final Acceptance are the times when the warranty period begins and when the warranty period ends. Conditional and Final Acceptance by the Town must be in writing to be valid, as described in Sections 1.8, 1.9, and 1.10.
- b.) **Approve:** The Town will review and approve construction plans and the general design of engineered structures to ensure that they are in compliance with the Town's Design Standards and Construction Specifications.



However, the Town does not design these structures and any failure due to faulty engineering is the liability of the design engineer who stamped the plans.

- c.) **Major Improvements:** Streets, including curb, gutter and sidewalk, and concrete structures that are built in place, such as detention pond outlet structures and box culverts.

1.2 Development Obligation. DEVELOPER shall be responsible for performance of the covenants set forth herein. DEVELOPER agrees to construct, build, install and develop all improvements required by this AGREEMENT, including but not limited to all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median/boulevard and subdivision entryway landscaping, street lighting, park improvements, irrigation systems, gas services, electric services, telephone services, cable television services and any other improvements constructed in relation to the development of the Meadowlark Business Park, Filing 3 Subdivision in complete conformity with the TOWN's construction standards and specifications and with the construction plans and drawings that have been reviewed and Approved by the TOWN.

1.3 Engineering and Surveying Services. DEVELOPER agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design and construction of the Development and the public improvements identified in "Exhibit B," attached and incorporated herein by this reference. The engineering services shall be performed by or under the supervision of a Registered Professional Engineer licensed by the State of Colorado in accordance with the applicable Colorado law; and except as otherwise provided in this AGREEMENT, shall conform to the standards and specifications for public improvements as established and approved by the TOWN as of the date of submittal to the TOWN.

The surveying services shall be performed by or under the supervision of a Registered Land Surveyor, licensed by the State of Colorado in accordance with the applicable Colorado law and shall include, but not be limited to, the monumentation of the subdivision as provided by law.

1.4 Construction Standards. DEVELOPER shall construct all improvements required by this AGREEMENT, according to plans and specifications reviewed and accepted in writing by the TOWN or by the utility providing the service, and with the approved plat, and in full conformity with the TOWN's construction specifications applicable at the time of construction plan acceptance. Such

acceptance shall continue in effect for one (1) year from the date of acceptance. If the DEVELOPER commences or performs any construction after such one (1) year period, the DEVELOPER shall resubmit the project construction plans to the TOWN for reexamination. The TOWN may require the DEVELOPER to comply with the TOWN standards and specifications that are in effect at the time of resubmittal.

1.5 Development Coordination. Unless specifically provided in this AGREEMENT to the contrary, all submittals to the TOWN shall be made to the TOWN Clerk with a copy to the TOWN Engineer, as may be designated by the TOWN. The TOWN Engineer, or the Engineer's designee shall render those acceptances required of the TOWN in connection with this AGREEMENT, except those requiring formal action by the Board of Trustees in the form of a resolution or ordinance, and shall have general responsibility for coordinating development with DEVELOPER.

1.6 Plan Submission and Acceptance.

- (a) DEVELOPER shall furnish the TOWN complete plans for public improvements for the Development, and obtain written acceptance of such plans by the TOWN before the commencement of any construction work thereon. DEVELOPER shall submit all sanitary sewer plans to and shall acquire the written acceptance by the St. Vrain Sanitation District before the commencement of any construction work on such improvements. Acceptance shall be indicated by the signature of the appropriate district representative on each drawing in the plans set containing sanitary sewer and storm drainage facilities.
- (b) The TOWN shall issue its written acceptance or disapproval of public improvement plans as expeditiously as reasonably possible. Said acceptance or disapproval shall be based upon the standards and specifications for public improvements as established by the TOWN, and the TOWN shall notify DEVELOPER of all deficiencies that must be corrected before plan acceptance. All deficiencies shall be corrected and DEVELOPER shall resubmit the plans for review and acceptance by the TOWN before the construction of any improvements.
- (c) DEVELOPER shall submit all plans for public improvements as paper documents and by acceptable electronic transfer, AutoCAD™ drawing files (release 14, or newer). All written documents shall be submitted as paper documents and by acceptable electronic transfer, as word processing files, Microsoft Word, latest version, or compatible.

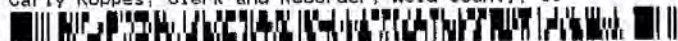
- (d) Amendments to the approved plans shall be submitted to the TOWN for review and approval in the same manner as for the original plans. Approval of amendments shall be in writing.
- (e) The DEVELOPER shall cause to be furnished to the Town Engineer a construction schedule for the proposed public improvements and obtain his written approval for such schedule at least five (5) days prior to the commencement of construction work. The construction schedule shall be updated each month until conditional acceptance of the construction is given. The construction schedule shall be provided to the Town Engineer electronically, in Microsoft Project Manager, or a similar program.

1.7 Incorporation by Reference.

All plans, special provisions, proposals, specifications and contracts for the public improvements furnished and let pursuant to this AGREEMENT shall be and hereby are made a part of this AGREEMENT by reference as fully as if set out herein in full.

1.8 Conditional Acceptance of Constructed Public Improvements.

- (a) No later than fourteen (14) days after public improvements are completed for each phase or for the entirety of the Development, DEVELOPER shall request inspection by the TOWN. If DEVELOPER does not request this inspection within fourteen (14) days of completion of improvements, the TOWN may conduct the inspection without the approval of DEVELOPER.
- (b) If improvements completed by DEVELOPER are in substantial compliance with the approved public improvement plans, the TOWN shall grant "conditional acceptance," which shall be subject to "final acceptance" as set forth herein. Through its Engineering Department, the TOWN shall issue to the DEVELOPER a letter acknowledging said conditional acceptance.
- (c) If improvements completed by DEVELOPER are not in substantial compliance with the approved public improvement plans, the TOWN shall provide written notice to DEVELOPER of the repairs, replacements, construction or other work required to receive "conditional acceptance." DEVELOPER shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After DEVELOPER completes the repairs, replacements, construction, or other work required, DEVELOPER shall request of the TOWN a reinspection of such work to decide if TOWN can grant "conditional acceptance." The TOWN reserves the right to schedule



reinspections, depending upon scope of deficiencies. The TOWN shall provide written notice to DEVELOPER as to whether or not the work is acceptable before the TOWN acts to complete any such work at DEVELOPER's expense as provided in (d) below.

- (d) If DEVELOPER has not completed the improvements on or before the completion dates set forth in "Exhibit B" herein, or if DEVELOPER does not complete the repairs, replacements, construction or other work required within thirty (30) of said notice, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.
- (e) DEVELOPER shall provide a certified statement of construction costs no later than forty-five (45) days after improvements are completed.
- (f) The DEVELOPER shall provide the Town Engineer certified Record Plan Transparencies on Black Image Diazo Reverse Mylars (as-built) plans and other required drawings upon completion of the construction of public improvements, and other documents as required by the TOWN no later than forty-five (45) days after improvements are completed. These documents shall show "as-built" locations and design details of such improvements. In addition, "as-built" plans and other required drawings for public improvements shall be submitted by acceptable electronic transfer, AutoCAD™ drawing files (release 14, or later). Failure to provide the required as-built drawings may result in the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (g) The TOWN shall issue no building permit for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines (if required), storm sewer facilities (including storm sewers, catch basins and stormwater detention ponds) and streets (including the curb, gutter and sidewalk, and the street with at least the asphalt base course completed) serving such structure have been completed and granted conditional acceptance.
- (h) The above requirements also apply to sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain conditional acceptance of the improvements in writing and provide a copy of the same to the TOWN.

1.9 Maintenance and Warranty of Improvements. For a two (2) year period from the date of conditional acceptance of any improvements related to the Development, DEVELOPER shall warrant said improvements and, at its own

expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements that, in the reasonable opinion of the TOWN, shall become necessary. If within thirty (30) days after DEVELOPER's receipt of written notice from the TOWN requesting replacement or repairs to the public improvements, the DEVELOPER has not completed such repairs, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.

1.10 Final Acceptance.

- (a) At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, DEVELOPER shall request a "final acceptance" inspection. The TOWN shall inspect the improvements and shall notify the DEVELOPER in writing of all deficiencies and necessary repairs, if any.
- (b) If there are no deficiencies, and after clear title to on-site and off-site right-of-ways and easements have been transferred to the Town by plat dedication or general or special Warranty Deed, and after all licenses and permits necessary for the development of the SUBDIVISION and obtained by the DEVELOPER have been transferred to the TOWN, the TOWN shall accept streets, right-of-ways and other public ways, easements, open spaces, parks and other lands dedicated on the plat and accept public improvements constructed by the DEVELOPER for ownership and maintenance by the TOWN and through the Engineering Department shall issue to the DEVELOPER a letter acknowledging said final acceptance.
- (c) If there are deficiencies of the public improvements, the TOWN shall provide a written notice identifying the deficiencies and DEVELOPER shall correct all deficiencies at DEVELOPER's expense. Deficiencies of improvements that are considered in the sole opinion of the Town Engineer to be Major Improvements as defined in Section 1.1(c) shall be subjected to an additional two year warranty period and shall not be granted final acceptance following the DEVELOPER's correction of the deficiencies. In the event that the warranty period is extended by an additional two years, the letter of credit or other improvement guarantee provided by the DEVELOPER shall be reevaluated for sufficiency by the TOWN, and the guarantee must be extended such that it does not expire during any additional warranty period. Corrections to improvements that are not Major Improvements shall be eligible for final acceptance at the end of the initial two-year warranty period and shall not be subject to an additional warranty period.

- (d) If DEVELOPER does not correct all deficiencies and make repairs identified in the "final acceptance" inspection to the TOWN's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the TOWN may exercise its rights to secure performance as is provided in Section 14.1 of this AGREEMENT.
- (e) If any mechanic's liens have been filed with respect to the public improvements, the TOWN may retain all or part of the Improvement Guarantee up to the amount of such liens until said liens have been released by the claimant or discharged by judicial action.
- (f) If DEVELOPER fails to submit the improvements for the "final acceptance" inspection and obtain the Town's acceptance of the public improvements within two (2) years of the date of the issuance of conditional acceptance, or if any improvements are found not to conform to this AGREEMENT or to applicable TOWN standards and specifications, then the warranty period shall extend on a month to month basis and DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.
- (g) The above requirements shall also apply to the sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain the final acceptance of the improvements in writing and provide a copy of the same to the TOWN.

1.11 Testing and Inspection.

- (a) DEVELOPER shall employ, at its own expense, a licensed and registered testing company, authorized to do business in the State of Colorado, to do all testing of materials or construction that the TOWN may reasonably require, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrade, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the TOWN on a timely basis for TOWN review and acceptance before commencement or continuation of construction to which the testing is applicable. DEVELOPER shall repair or remove all materials and work not conforming to such regulations, plans and specifications and replace the same at DEVELOPER's expense to conform to such regulations, plans and specifications.
- (b) At all times during construction of the public improvements the TOWN and/or representatives of the affected Special Districts shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the



accepted plans and the TOWN's and Districts' construction regulations. The TOWN Engineer or District's Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the DEVELOPER. The Town may collect and deliver a water sample to Weld County Health Department for bacteriological tests of the potable water lines after the DEVELOPER has disinfected said lines according to the TOWN's or District's construction regulations, or the Town may require that the DEVELOPER shall employ, at the DEVELOPER's expense, a testing laboratory acceptable to the TOWN or District to conduct said bacteriological tests.

- (c) All work shown on the accepted public improvement plans shall be subject to inspection by the TOWN Engineer. Inspection by the TOWN Engineer shall not relieve the DEVELOPER from compliance with the accepted plans and specifications or the TOWN's construction regulations. Inspection services requiring the presence of the TOWN Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of seventy-two (72) hours in advance with the TOWN Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of seventy-two (72) hours in advance to the TOWN Engineer for approval. All requests for after-hours inspection services shall be made in writing to the TOWN Engineer. If TOWN approves the request, the DEVELOPER shall reimburse the TOWN for all direct costs of the after-hours inspection services. If TOWN denies the request, the work shall not continue after the time requested until an inspection has been done during the hours listed above. The DEVELOPER shall comply with all notification and inspection requirements of the St. Vrain Sanitation District regarding sanitary sewer improvements.
- (d) The Developer shall pay the Town for all costs incurred by the Town in the performance of the above said services within ten (10) days of the Town submitting an invoice for said services. Failure by the Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order cessation of all activities on the DEVELOPMENT.

1.12 Financing and Improvement Guarantees.

- (a) Except as otherwise specifically agreed herein, the DEVELOPER agrees to install and pay for all improvements described in "Exhibit B" or otherwise required by this MOAPI as shown on the accepted plat,



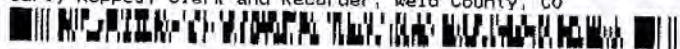
landscape plans, utility plans, construction drawings, and other accepted documents on file with the TOWN.

- (b) DEVELOPER shall submit to the TOWN an Improvement Guarantee for all public improvements related to the Development. The term of the guarantee shall be for a time sufficient to cover the completion of construction of the public improvements and the warranty period through final acceptance; in no case shall the term of the guarantee be for fewer than two years. The guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on "Exhibit C" attached hereto and incorporated herein by reference. The guarantee shall be subject to approval by the Town Attorney. The guarantee, if a letter of credit, shall not expire during the winter season (November 1- April 30). The Improvement Guarantee shall include, but not be limited to, all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median, boulevard and subdivision entryway landscaping, street lighting park improvements, irrigation systems, gas services, electric services, telephone services, cable television services and any other improvements constructed in relation to the development of the **Meadowlark Business Park, Filing 3 Subdivision** as described by Exhibit B or by Exhibit F.
- (c) The total amount of the guarantee shall be calculated as one hundred ten percent (110%) of the total estimated cost, including labor and materials, of all public improvements to be constructed as described on "Exhibit B," except those public utilities to be owned by an entity other than the TOWN and for which a separate surety is provided. TOWN shall not release the Improvement Guarantee until the TOWN has granted final acceptance of the improvements. Partial releases of an Improvement Guarantee may be considered when development is phased and a phase has received conditional acceptance. Irrespective of partial releases, at all times during the warranty period on secured improvements, the TOWN shall retain at least ten percent (10%) of the total improvement costs as an Improvement Guarantee under this section. The costs established in "Exhibit B" shall be reviewed and approved by the Town Engineer; however, partial release of the Improvement Guarantee, as set forth herein, shall not require amendment to the costs set forth in "Exhibit B".
- (d) If DEVELOPER has not submitted or fails to maintain the Improvement Guarantee, then DEVELOPER is in default of this AGREEMENT and is subject to the provisions of Section 14.1 of this AGREEMENT, and the



suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.

- (e) The estimated cost of completion of the public improvements to be constructed as described on "Exhibit B" may increase in the future. Accordingly, the TOWN reserves the right to review and adjust the cost estimates at any time in the future, or to require the DEVELOPER to provide an updated estimate of costs, before or after DEVELOPER provides the Improvement Guarantee. TOWN will make adjusted cost estimates according to changes in the Construction Cost Index as published by the *Engineering News Record*. If the TOWN adjusts cost estimates for the Improvements, the TOWN shall give written notice to the DEVELOPER. The DEVELOPER shall, within thirty days after receipt of said written notice, give the TOWN a new or amended Improvement Guarantee in the amount of the adjusted cost estimates. If the DEVELOPER refuses or fails to so give the TOWN a new or amended Improvement Guarantee, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to finish improvements or correct deficiencies in the public improvements, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.
- (f) If an Improvement Guarantee is to expire within thirty (30) calendar days and the DEVELOPER has not yet provided a satisfactory replacement, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish improvements, or correct deficiencies in the public improvements, as the TOWN deems appropriate.
- (g) If the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, then the TOWN shall furnish written notice to the DEVELOPER of the condition, and within thirty (30) days of receipt of such notice the DEVELOPER shall give the TOWN a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this section. If the DEVELOPER refuses or fails to give the TOWN a substitute qualifying Improvement Guarantee, or augment the deficient security, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish improvements, or correct deficiencies in the public improvements, and it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.



- (h) If the DEVELOPER fails or refuses to construct the improvements listed on "Exhibit B," or fails or refuses to finish the construction of the improvements listed on "Exhibit B," the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the improvements, or correct deficiencies in the public improvements, as the TOWN deems appropriate

1.13 Insurance. DEVELOPER shall guarantee, and upon written request by the TOWN, furnish proof to the TOWN that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance through contract requirements and other normal means.

1.14 OSHA Compliance. DEVELOPER shall require, and upon written request by the TOWN furnish proof to the TOWN, all contractors engaged in the construction of PUBLIC IMPROVEMENTS to faithfully comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.15 Development Impact Fees. The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the PROPERTY upon the TOWN' infrastructure, administration and delivery of governmental services. The DEVELOPER agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the DEVELOPER further agree that the TOWN may amend the development impact fees from time to time as needed to address changing affects upon the TOWN's infrastructure, administration and deliver of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the property and/or the issuance of building permits whichever is applicable for that particular development impact fee.

2. CONSTRUCTION OF IMPROVEMENTS.

2.1 Improvements to be Constructed. In accordance with the policies and ordinances of the TOWN, the DEVELOPER shall construct all improvements specified in Exhibit B" and will comply with all additional provisions specified in Exhibit F. If there is a discrepancy between the improvements shown on any approved plans or drawings and as listed in Exhibit B, then the larger quantity or more expensive improvement shall be required.

2.2 On-site and Off-site Rights-of-way, Easements, Licenses and Permits. For full development of the PROPERTY to occur, the DEVELOPER may need to acquire



certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in "Exhibit B" and the approved development plans and convey the same to the TOWN. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the PROPERTY shall be the DEVELOPER's sole responsibility, subject to reimbursement as detailed in this MOAPI.

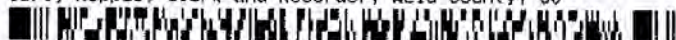
- (a) All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by plat dedication or by general or special Warranty Deed in form and substance acceptable to the TOWN Attorney. The TOWN at the DEVELOPER's expense shall record all title documents. The DEVELOPER shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the TOWN Attorney.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the PROPERTY, the DEVELOPER may request the TOWN's assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.
- (c) The TOWN and the DEVELOPER agree that the acquisition of off-site and on-site rights-of-way, easements, licenses and permit necessary to serve the transportation needs of the PROPERTY are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

2.3 Construction.

- (a) DEVELOPER shall furnish and install, at its own expense, the improvements listed on "Exhibit B," in conformance with the subdivision plat and final development plan, and with the construction plans, specifications and drawings approved by the TOWN. The Developer will cause his contractors to furnish the Town Engineer with a project schedule of proposed operations at least five (5) days prior to their commencement of construction work. Construction of public improvements shall be completed within a reasonable time, not to exceed two calendar years from the date of commencement.
- (b) If DEVELOPER does not meet the above obligations, then DEVELOPER shall be in default of the AGREEMENT, and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT including the suspension

of development activities by the TOWN including, but not limited to, withholding the issuance of building permits and certificates of occupancy.

- 2.4 Utility Coordination and Installation.** In addition to the improvements described on "Exhibit B," that are the DEVELOPER's responsibility to construct, install and develop, DEVELOPER shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other utilities required to serve the Development. All utilities within the Development shall be placed underground to the extent required by the *Frederick Municipal Code*.
- 2.5 Utility Relocation.** DEVELOPER shall pay the full cost of relocating existing utilities that the development of the SUBDIVISION may require. DEVELOPER shall relocate all existing overhead utilities within the SUBDIVISION or in road right-of-ways adjacent to the SUBDIVISION, including but not limited to electric or telecommunications lines and cables, underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.
- 2.6 Trash, Debris, Mud, Wind and Water Erosion.**
- (a) **Erosion and Sediment Control Plan.** DEVELOPER shall provide a wind and stormwater erosion and sediment control plan for review and acceptance by the TOWN. The plan shall address the existing and potential erosion and sediment problems to be created by the proposed development. Conservation measures used to mitigate these concerns shall be in accordance with standards and specifications in effect at the time of construction and may include by way of illustration, restrictions on the acreage of land stripped of vegetation, temporary seeding with grass cover, the use of geo-textile and erosion control mats, sprinkling of exposed ground, berms and sedimentation fences, chiseling exposed ground, etc. If applicable, DEVELOPER shall consult the Soil Conservation District regarding erosion and sediment control.
 - (b) DEVELOPER agrees that during construction of the development and improvements described herein, DEVELOPER shall take any and all steps necessary to control trash, debris and wind or water erosion in the development. If the TOWN determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, DEVELOPER agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by TOWN. If DEVELOPER does not abate said nuisance or if an emergency exists, to be determined by the TOWN in its sole discretion, the TOWN may abate



the nuisance and/or correct any damage or injury without notice to DEVELOPER, at DEVELOPER's expense.

- (c) DEVELOPER agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the TOWN. If DEVELOPER does not abate such mud or debris, or if an emergency exists, TOWN may abate the same at DEVELOPER's expense.

2.7 State Stormwater Discharge Permit Required. DEVELOPER shall obtain, if required by state or local statutes or policies, a CDPS "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction.

2.8 Operation of Construction Equipment.

- (a) DEVELOPER shall prohibit the operation of construction equipment outside an enclosed structure between the hours of 8:00 p.m. and the hour of 7:00 a.m. on weekdays, or the hour of 8:00 a.m. on legal holidays and weekends. The Town Engineer may, upon written application, alter the hours of operation for good cause.
- (b) The operation of construction equipment for grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the Town Engineer may alter the hours of operations.

3. **PUBLIC USE LAND DEDICATION.** Before the issuance of any building permits, DEVELOPER shall convey to the TOWN those certain lands as described or depicted on the subdivision plat as dedicated to public uses. Said conveyance shall be by General or Special Warranty Deed in form and substance satisfactory to the Town Attorney. The DEVELOPER shall, at DEVELOPER's expense, furnish a commitment for title insurance on the property at the time of conveyance. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways that would be readily apparent from a physical inspection. The TOWN shall record all title documents at the DEVELOPER's expense.

4. **WATER RIGHTS.**





4.1 Water Rights.

- (a) Prior to the first building permit for each phase the DEVELOPER shall transfer to the TOWN 1.0 unit of Colorado Big Thompson water for each residential lot included in the phase.

For Commercial and Industrial developments the DEVELOPER shall transfer to the TOWN 1.0 unit of Colorado Big Thompson water for each Single Family Equivalency (SFE) for any lot prior to obtaining the building permit for that lot.

- (b) The TOWN may require the dedication of irrigation water rights that are to be used in the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not non-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.
- (c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.
- (d) All water rights dedications shall comply with Section 13-55.3 in the Town of Frederick Municipal Code.

5. WATER IMPROVEMENTS.

5.1 Water Service Availability. TOWN provides water service by an intergovernmental agreement with the Central Weld County Water District. TOWN does not guarantee the availability of water service to the DEVELOPER for any phase of the development from the CWCWD system. A determination of water service availability by TOWN shall be made by a water system analysis at the time the DEVELOPER requests water taps.

5.2 Extension of Water Services.

- (a) DEVELOPER shall install at his sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to provide service from the TOWN 's system to the SUBDIVISION pursuant to the TOWN accepted plans, specifications, and as described in "Exhibit B." These extensions may include the oversizing of lines and pumping and storage facilities for future development of adjacent property.

- (b) DEVELOPER shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the SUBDIVISION. Water lines lying within the dedicated right-of-way and utility easements shall be dedicated to the TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of water lines and other water facilities will be as specified by the TOWN.

5.3 Water Connection and Plant Investment Fees.

- (a) Water connection and plant investment fees shall be the existing TOWN water connection and plant investment fees at the time that the DEVELOPER requests water service. Water connection and plant investment fees shall be paid when a building permit for a structure is requested from the TOWN. CBT water shares are acceptable in lieu of cash payment for the CBT water share portion of the water tap fee for each water tap.
- (b) If the SUBDIVISION is not already in the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.

6. SANITARY SEWER SERVICES

6.1 Provision of Sanitary Sewer Service.

- (a) TOWN provides sewer service by an intergovernmental agreement with the St. Vrain Sanitation District. The DEVELOPER shall comply at the time of development with the District's requirements.
- (b) If the SUBDIVISION is not already in the St. Vrain Sanitation District the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) The TOWN shall require proof of purchase of a sewer tap for a building site before the TOWN will issue a building permit for the site.

6.2 Extension of Sanitary Sewer Services.

- (a) DEVELOPER shall install at his sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to



provide service from the District's system to the SUBDIVISION pursuant to District accepted plans, specifications, and as described in "Exhibit B." These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.

- (b) DEVELOPER shall install at his sole cost and expense, all the sewer lines and appurtenances within the SUBDIVISION. Sewer lines lying within the dedicated right-of-way and non-exclusive utility easements shall be dedicated to District after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of sewer lines and other sewer facilities will be as specified by the District.

6.3 Sanitary Sewer Service Availability. TOWN does not warrant the availability of sanitary sewer service to the DEVELOPER for any phase of development. A determination of sanitary sewer service availability by the District shall be made by a system analysis at the time the DEVELOPER requests sanitary sewer taps.

6.4 Sanitary Sewer Tap and Plant Investment Fees.

- (a) Sanitary sewer tap and plant investment fees shall be the existing District sanitary sewer tap and plant investment fees at the time that the DEVELOPER requests sewer taps.
- (b) The TOWN shall require proof of payment of the sewer tap and plant investment fees for a building site before the TOWN will issue a building permit for the site.

7. ELECTRIC SERVICES.

7.1 Provision of Electric Service. The parties agree that the SUBDIVISION will receive electric service from the TOWN. The DEVELOPER shall comply at the time of development with the TOWN's requirements for the extension of main feeder lines, internal subdivision distribution systems, service connections and the payment of any system capital investment fees required by the TOWN to the TOWN at the time that the DEVELOPER requests electric service. All electric facilities serving the SUBDIVISION and constructed by the DEVELOPER shall be dedicated to the TOWN prior to final acceptance.

7.2 Electric Service Availability. TOWN does not warrant the availability of electric service to the DEVELOPER for any phase of development. A determination of electric service availability by TOWN shall be made by an electric system analysis at the time the DEVELOPER requests electric service. In the event that the TOWN determines that it has insufficient electric service

capacity, TOWN shall issue no electric service connections until there is electric service capacity available.

7.3 Extension of Electric Services.

- (a) Town of Frederick shall install at the DEVELOPER's sole cost and expense, all the electric main feeder lines and appurtenances necessary to provide service from the TOWN system to the SUBDIVISION. Extensions may include the oversizing of main feeder lines for future development of adjacent property.
- (b) Town of Frederick shall install at the DEVELOPER's sole cost and expense, all the electric distribution system and appurtenances within the SUBDIVISION.
- (c) The DEVELOPER shall advance a refundable construction deposit to the TOWN equal to the estimated total cost of the line extension and subdivision distribution system construction. Upon completion of the construction of the line extension and distribution system, the construction deposit shall be compared to the actual cost of said construction. If the actual cost of said construction is less than the construction deposit originally estimated, the TOWN shall thereupon refund the difference to the DEVELOPER. If the actual cost of said construction is greater than the construction deposit originally estimated, the DEVELOPER shall reimburse the TOWN the difference.
- (d) Any reimbursements to the DEVELOPER for oversizing of main feeder lines and other electric facilities will be as specified in this MOAPI.

7.4 Electric Service Connection, Electric Capital Improvement and Main Feeder Capital Investment Fees. Electric service connection, electric capital improvement and main feeder capital investment fees shall be the existing TOWN electric service connection, electric capital improvement and main feeder capital investment fees at the time that the DEVELOPER requests electric service. Electric service connection and electric capital improvement fees shall be paid to the TOWN when a building permit for a structure is requested from the TOWN. Main feeder capital investment fees shall be paid as part of the construction deposit required for line extension, subdivision distribution and service connection construction by the TOWN.

8. DRAINAGE IMPROVEMENTS

8.1 Provision of Storm Water Drainage. It is agreed by the parties that the SUBDIVISION will participate in the storm water drainage system provided by

the TOWN. The DEVELOPER shall comply at the time of development with the Town's requirements.

- (a) DEVELOPER shall construct drainage improvements for the development in accordance with the master drainage plan PROPERTY prepared by the DEVELOPER and reviewed and accepted by the TOWN and the responsible drainage district, if any. These improvements may consist of on-site and off-site improvements, including but not limited to, storm water lines, drainage swales, pumping, storage facilities and storm water treatment facilities. The improvements may include the oversizing of facilities to accommodate future development of adjacent property or to accommodate pass-through of historical flows from adjacent property.
- (b) DEVELOPER shall install at his sole cost and expense, all the storm water lines, drainage swales, pumping, detention and storm water treatment facilities within the SUBDIVISION. DEVELOPER shall install at his sole cost and expense, such sedimentation and erosion control measures as are required. DEVELOPER shall install at his sole cost and expense, such groundwater and foundation drainage system as may be required for development of the SUBDIVISION.
- (c) Any reimbursements to the DEVELOPER for oversizing of storm sewer lines and other storm water facilities, or the construction of off-site facilities will be as specified in this MOAPI.

8.2 Master Drainage Plan.

- (a) The DEVELOPER, at his sole expense shall prepare a master drainage plan for the SUBDIVISION. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection, detention and treatment facilities for on-site storm water and the pass-through of off-site historical storm water flows based on the 100 year storm flows. If the master drainage plan results in changes to drainage affecting other property or facility owners, the TOWN may require the DEVELOPER to obtain written consent from each property or facility owner for the changes before the TOWN will accept the plan.
- (b) Storm water discharges and runoff shall be designed to discharge into TOWN accepted drainage ways and facilities, and shall, to the maximum extent possible, avoid conveying storm water discharges in irrigation ditches. In the event that storm water discharges into an irrigation ditch, the DEVELOPER shall by separate agreement obtain the written consent of the owner(s) of the irrigation facility to accept said storm water. A copy



of the agreement shall be provided to the TOWN before the TOWN will accept the master drainage plan.

- (c) The master drainage plan shall define the DEVELOPER's responsibility for on-site surface drainage improvements. The master drainage plan shall include construction of facilities to convey, collect and detain storm water and to remove pollutants from it.
- (d) The master drainage plan shall define the DEVELOPER's responsibility for groundwater and foundation drainage improvements, if any. Groundwater and foundation drainage improvements shall not discharge into public storm water facilities or improvements without prior written acceptance by the TOWN. DEVELOPER shall be responsible for obtaining all state and federal permits that may be required for the discharge of this groundwater to the state waters. The DEVELOPER shall be responsible for ongoing maintenance of all improvements necessary to transport groundwater to a natural drainageway or storm sewer system approved by the TOWN.
- (e) The master drainage plan shall define the DEVELOPER's responsibility for off-site improvements including the oversizing of facilities.
- (f) The TOWN may require the DEVELOPER to update the master drainage plan for the SUBDIVISION for the review of each final plat of a phased project to determine the design, timing, and responsibility for the improvements.

8.3 Drainage Improvement Construction.

- (a) DEVELOPER shall construct drainage improvements for the PROPERTY in accordance with the Town's Master Drainage Plan and plans and construction specifications accepted by the TOWN and as described in "Exhibit B."
- (b) The DEVELOPER shall so design and construct all storm drainage facilities as to control all stormwater runoff greater than that historically generated from the SUBDIVISION. The DEVELOPER shall not alter historic flows in a way that would adversely affect upstream or downstream properties.
- (c) The DEVELOPER shall construct all improvements in an appropriate sequence to meet the demands that development of the SUBDIVISION generates. The DEVELOPER shall meet all TOWN standards and specifications in effect at the time of construction.

- 8.4 Overlot Grading of the SUBDIVISION.** DEVELOPER shall initiate no overlot grading until the TOWN issues written acceptance of utility plans. The DEVELOPER shall provide temporary erosion control during overlot grading until the drainage improvements are completed.
- 8.5 Drainage Improvement Completion Before Issuance of Building Permits.** Drainage improvements shall be completed and granted conditional acceptance by the TOWN before the issuance of building permits. Completion of the improvements shall include the certification by a licensed professional engineer that DEVELOPER has constructed the drainage facilities that serve the development in conformity with the plans reviewed by the TOWN. Any deviation from the accepted plans shall be the responsibility of the DEVELOPER to correct. Said certification shall be submitted to the TOWN at least two (2) weeks before the date of issuance for any subsequent building permit.
- 8.6 Modification of Accepted Drainage Improvements.** Drainage improvements for each lot shall be constructed by the DEVELOPER in accordance with plans Approved by the TOWN. Said plans shall conform to the TOWN's then existing regulations. DEVELOPER shall furnish copies of accepted plans to subsequent purchasers of lots and record a disclosure with all lots sold that it shall be the responsibility of the fee title holder to maintain the stormwater drainage improvements as constructed. Any changes from the Approved plans with respect to grade elevation, storm drainage facility design, or landscaping that will change, modify, impede or otherwise block the flow of stormwater on or across any private property, that occur as a result of the construction of houses and/or other development of lots, whether by the DEVELOPER or other parties, shall require the acceptance of the TOWN. The TOWN may withhold the issuance of building permits and certificates of occupancy until the TOWN has reviewed and determined that such changes are acceptable for the safe and efficient delivery of storm drainage water.
- 8.7 Storm Water Capital Expansion Fees.** The DEVELOPER shall pay any storm water capital expansion fees to the TOWN.
- 8.8 Areas of Special Flood Hazard.** Construction within a FEMA designated "area of special flood hazard" is prohibited except as may be allowed in accordance with Article 8 of the Frederick Land Use Code. If any portion of the SUBDIVISION lies within an area of special flood hazard, including unmapped areas of special flood hazard, as defined by the Federal Emergency Management Agency (FEMA), the DEVELOPER is responsible for all the necessary design and the submittal of an application to FEMA for proposed changes to the designation to enable development of the SUBDIVISION within said areas. The TOWN must review and accept any submittal to FEMA before it is submitted to



FEMA. FEMA shall approve any change in the area of special flood hazard designation before they will permit the DEVELOPER to undertake development activities within the area affected by the proposed change.

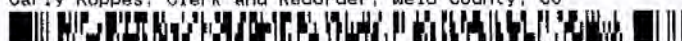
9. TRANSPORTATION FACILITIES

9.1 Traffic Impact Study. The DEVELOPER shall provide the TOWN a traffic impact study prepared by a transportation professional with adequate experience in transportation engineering and planning, in accordance with the criteria specified by the TOWN at the time of submittal of a final plat, unless the TOWN waives the requirement. The traffic impact study shall give special consideration to the use of traffic calming techniques and alternative modes of transportation in the design of the transportation facilities.

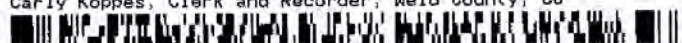
9.2 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.

- (a) For full development of the SUBDIVISION to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in the accepted traffic study or future updates to the study. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the SUBDIVISION shall be the DEVELOPER's sole responsibility, subject to reimbursement as detailed in this MOAPI.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the SUBDIVISION, the DEVELOPER may request the TOWN's assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

9.3 On-site and Off-site Transportation Improvements. For full development of the SUBDIVISION to occur, certain on-site and off-site transportation improvements, as identified in the accepted traffic study, may be necessary. The DEVELOPER shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the SUBDIVISION will generate. The DEVELOPER shall follow all applicable provisions and standards of the Frederick Municipal Code. The DEVELOPER agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate transportation needs that each phase of the SUBDIVISION development will generate.



- 9.4 On-site and Off-site Arterial Street Improvements and Arterial Intersection Improvements.** The DEVELOPER's construction of on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost of a collector street and collector street intersection, excluding on-site rights-of-way and site specific improvements, will be subject to reimbursement by the TOWN or adjacent benefitted property as specified in this MOAPI.
- 9.5 On-site Transportation Improvements.** The DEVELOPER is solely responsible for construction of all transportation improvements to accommodate development of the SUBDIVISION that do not directly benefit other properties. The TOWN will not provide for reimbursement to the DEVELOPER for these expenses.
- 9.6 Street Improvements.** For the purposes of this AGREEMENT, "street improvements" shall be defined to include, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, traffic calming features, underground utilities, sidewalks, bicycle and pedestrian paths, traffic signs, street lighting, street name signs, landscaping, irrigation systems and drainage improvements. Street improvements other than curbs, gutters, sidewalks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed pursuant to TOWN accepted plans, specifications, and as detailed in "Exhibit B."
- 9.7 Street Signs, Traffic Signs and Striping.** TOWN will install, at DEVELOPER's expense, striping, street name signs, stop signs, speed limit signs and other regulatory signs on all internal streets and on those off-site streets as determined appropriate by the TOWN. TOWN shall install signs and striping in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.
- 9.8 Street Lights.** The TOWN shall install at the DEVELOPER's sole costs and expense all required street lighting and underground electrical supply.
- 9.9 School Bus Shelters.** DEVELOPER will install at his sole cost and expense appropriately designed pedestrian shelters at school bus stops within the development. The location of the shelters shall be decided in cooperation with the School District. School bus shelters shall be owned and maintained by the Homeowners Association.
- 9.10 Mail Boxes.** The DEVELOPER shall coordinate with the U.S. Postal Service and bear the cost of installing cluster mailboxes for the subdivision.



10. **PARKS AND OPENSOURCE**

10.1 Park and Open Space Improvements.

- (a) **Park Master Plan.** Park and open space improvements for the development shall be designed by a professional park planner employed by the DEVELOPER, or by the TOWN at the DEVELOPER's sole cost, and constructed in accordance with the resulting master plan accepted by the TOWN (and the Carbon Valley Recreation District, if the park and/or open space is to be dedicated to the District) and as detailed in "Exhibit B." These improvements may include but not be limited to, the development of passive use open spaces and active use parks and open space and playgrounds.
- (b) DEVELOPER shall construct, develop and install at his sole cost and expense, all landscaping, irrigation systems, ballfields, courts, skate parks, playgrounds, picnic shelters, restrooms, nature observation stations, trails and walkways within the SUBDIVISION in accordance with the master park plan.
- (c) Any reimbursements to the DEVELOPER for the construction of facilities to be shared by other developments will be as specified in this MOAPI.

11. **FIRE PROTECTION FACILITIES.** The DEVELOPER shall be solely responsible for installing all fire hydrants and other fire protection facilities in the SUBDIVISION and on its perimeter as may be required by the Frederick-Firestone Fire Protection District.

12. **LANDSCAPING.**

12.1 Public and Private Landscape Improvements.

- (a) **Public Landscaping Improvements.** DEVELOPER shall employ a qualified landscape planner or architect to design landscape improvements for public lands and rights-of-way within the development. DEVELOPER shall construct landscape improvements as required in the landscape and irrigation plans reviewed and accepted by the TOWN and as detailed in "Exhibit B."
- (b) **Private Landscaping Improvements.** For private landscape improvements, excluding single family detached residential lots, DEVELOPER shall furnish a final landscape plan to the TOWN for review and acceptance before installation of landscape improvements.

13. **DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.**

The TOWN and the DEVELOPER agreed that in all instances the requirements and exactions contained in this agreement are directly related to and generated by the development intended to occur within the SUBDIVISION and that no takings thereby will occur requiring any compensation.

14. **MISCELLANEOUS TERMS**

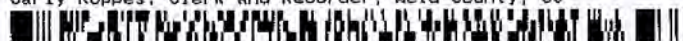
14.1 Breach of AGREEMENT, Default. In the event that the DEVELOPER should fail to timely comply with any of the terms, conditions, covenants and undertakings of this AGREEMENT, the TOWN in its sole discretion may declare the DEVELOPER in default and after giving thirty (30) days written notice may call the security provided in Section 1.12 and exercise all other remedies available to the TOWN. The TOWN may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the improvements. Any cost incurred by the TOWN including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the DEVELOPER shall be paid by the DEVELOPER. The TOWN may deduct these costs from the Improvement Guarantee. Failure to timely complete construction of improvements that is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the DEVELOPER'S control shall not be considered a breach of the AGREEMENT.

14.2 Reimbursement to TOWN. The TOWN may complete construction, repairs, replacements, or other work for DEVELOPER pursuant to Sections 1.8, 1.9, 1.10, or 14.1 of this AGREEMENT with funds other than the Improvement Guarantee, in which event DEVELOPER shall reimburse the TOWN within thirty (30) days after receipt of written demand and supporting documentation from the TOWN. If DEVELOPER fails to so reimburse TOWN, then DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.

14.3 Access to Public Street Required for Building Permit. TOWN shall issue no building permits for any structure located more than five hundred feet from a single point of access.

14.4 Indemnification and Release of Liability.

- (a) **General Liability.** DEVELOPER agrees to indemnify and hold harmless the TOWN, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action, or claim caused by, arising from, or due to acts or omissions by the DEVELOPER, its officers, employees, agents, consultants, contractors,



and subcontractors, and to pay to the TOWN and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that DEVELOPER's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the TOWN or conformance with requirements imposed by the TOWN. Said obligation of DEVELOPER shall be limited to suits, actions or claims based upon conduct before "final acceptance" by the TOWN of the construction work. DEVELOPER acknowledges that the TOWN's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the DEVELOPER or third party is assumed by such review or approval.

- (b) **Drainage Liability.** The DEVELOPER shall indemnify and hold harmless the TOWN for any liability the latter may have or account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this PROPERTY or from the construction of streets or storm sewers therein. In addition, the DEVELOPER promises to reimburse the TOWN for any costs including, but not limited to, reasonable attorneys' fees, which the TOWN incurs in acquiring or condemning any rights-of-way or easements that the DEVELOPER requires the TOWN to acquire or condemn, or which the TOWN is held to have acquired or condemned for drainage, because of the development of this PROPERTY.

14.5 Governmental Immunities Act. The TOWN is relying on, and does not waive or intend to waive by any provision of this AGREEMENT, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. 24-10-101 et seq.) as from time to time amended, or otherwise available to the TOWN, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

14.6 Recording of AGREEMENT. This AGREEMENT shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The DEVELOPER shall include on the final plat a "plat note" noting the existence of the AGREEMENT and its attached Exhibits by reference to its reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the DEVELOPER. The TOWN shall retain the recorded AGREEMENT.

14.7 Binding Effect of AGREEMENT. This AGREEMENT shall run with the land included within the SUBDIVISION and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14.8 Assignment, Delegation and Notice. DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the AGREEMENT obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of DEVELOPER under this AGREEMENT.

EXCEPTION: The DEVELOPER may sell individual developed lots, commercial lots or single units in a multi-family development without the TOWN's approval.

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

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

TOWN:

Town of Frederick
c/o Town Clerk
P.O. Box 435
Frederick, Colorado 80530

With copy to:

Samson Law Firm
255 Weaver Park Road, Suite 200
P.O. Box 1079
Longmont, CO 80502

DEVELOPER:

Meadowlark Industrial, LLC
401 Interlocken Boulevard #1407
Broomfield, CO 80021

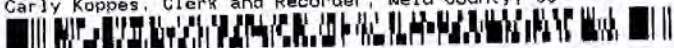
Or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformity with this procedure.

Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- 14.11. **Force Majeure.** Whenever an agreed upon deadline requires DEVELOPER to complete construction, maintenance, repair, or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot be completed in a timely manner due to Acts of God, or other circumstances constituting force majeure, or circumstances beyond the reasonable control of DEVELOPER.
- 14.12. **Approvals or Acceptance.** Whenever approval or acceptance of a matter is required or requested of the TOWN pursuant to any provisions of this AGREEMENT, the TOWN shall act reasonably in responding to such matter.
- 14.13. **Previous Agreements.** All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this AGREEMENT, then this AGREEMENT controls.
- 14.14. **Title and Authority.** DEVELOPER warrants to the TOWN that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter this AGREEMENT.
- 14.15. **Severability.** This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of DEVELOPER or any agent thereof, any provision of the AGREEMENT is held to violate municipal, state, or federal laws and thereby rendered unenforceable, the TOWN, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 14.16. **Original Counterparts.** This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
- 14.17. **Choice of Law and Venue.** This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Weld, State of Colorado. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in

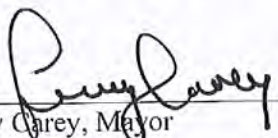
any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in the County of Weld, State of Colorado shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this

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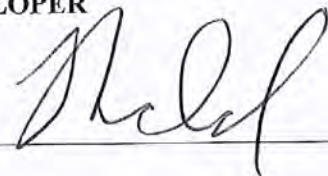
4204719 Pages: 29 of 46
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Carly Koppes, Clerk and Recorder, Weld County, CO


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

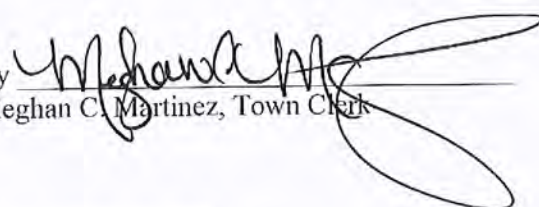
TOWN OF FREDERICK

By 
Tony Carey, Mayor

DEVELOPER

By 

ATTEST:

By 
Meghan C. Martinez, Town Clerk



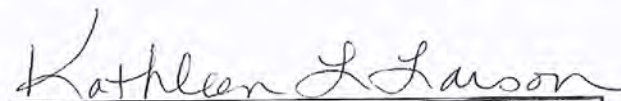
STATE OF COLORADO)

COUNTY OF Weld) SS:

The foregoing instrument was acknowledged before me this 11th day of May, 2016 by Tony Carey as Mayor and Meghan C. Martinez as Town Clerk of the Town of Frederick.

My commission expires: 11/21/2016

Witness my hand and official seal.


Notary Public

KATHLEEN L. LARSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004031701
My Commission Expires Nov. 21, 2016

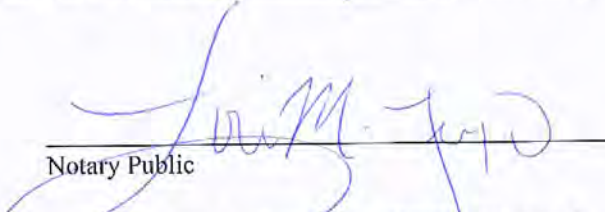
STATE OF COLORADO)

COUNTY OF Weld) SS:

The foregoing instrument was acknowledged before me this 18 day of May, 2016 by Curtis McDonald (signatory's name) as President (position/title).

My commission expires:

Witness my hand and official seal.


Notary Public

LORI MICHELLE TREJO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154041174
My Commission Expires Oct. 19, 2019



FOUND NAIL
38320

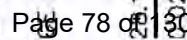
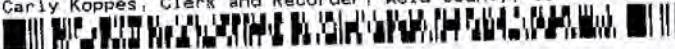


EXHIBIT A
MAP AND LEGAL DESCRIPTION

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Carly Koppes, Clerk and Recorder, Weld County, CO


TOTAL ESTIMATE				\$126,767.60
Construction Contingency 10%				\$12,676.76
GRAND TOTAL				\$139,444.36

MEADOWLARK BUSINESS PARK, FILING NO. 3 - PHASE 2

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STORM SEWER				
10' type R Inlet	2	EA	\$6,200.00	\$12,400.00
Type D Inlet	1	EA	\$4,000.00	\$4,000.00
4' Manhole	1	EA	\$3,000.00	\$3,000.00
24"RCP	96	LF	\$50.00	\$4,800.00
19"x30" HERCP	83	LF	\$60.00	\$4,980.00
18" HDPE	596	LF	\$35.00	\$20,860.00
18"HDPE FES w/ Trash Rack	1	EA	\$500.00	\$500.00
24" Concrete FES w/ Trash Rack	3	EA	\$700.00	\$2,100.00
Type H riprap	30	CY	\$70.00	\$2,100.00
Subtotal				\$54,740.00

STREET				
6" Vertical curb and gutter	725	LF	\$17.00	\$12,325.00
5' Detached sidewalk 6" thick	180	SY	\$40.00	\$7,200.00
7" Full Depth Asphalt	1,564	SY	\$28.00	\$43,792.00
Subgrade Preparation	2,046	SY	\$1.80	\$3,682.80
Manhole Adjustment	2	EA	\$450.00	\$900.00
Water Valve Adjustment	4	EA	\$300.00	\$1,200.00
Sawcutting existing asphalt	100	LF	\$1.30	\$130.00
Remove Curb & Gutter	65	LF	\$3.50	\$227.50
Remove existing asphalt	1,471	SF	\$3.20	\$4,707.20
Temporary Turn Around	1	EA	\$4,000.00	\$4,000.00
Relocate Street Lamp	1	EA	\$500.00	\$500.00
Subtotal				\$78,664.50

WATER LINE				
8"x6" Tapping Tee	1	EA	\$800.00	\$800.00
8"x4" Tapping Tee	2	EA	\$700.00	\$1,400.00
6" Tapping Gate Valve & Box	1	EA	\$200.00	\$200.00

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Carly Koppes, Clerk and Recorder, Weld County, CO



EXHIBIT B**PUBLIC IMPROVEMENTS TO BE CONSTRUCTED****MEADOWLARK BUSINESS PARK, FILING NO. 3 - PHASE 1**

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STREET				
6" Vertical curb and gutter	32	LF	\$17.00	\$544.00
8' Detached sidewalk 6" thick	569	SY	\$40.00	\$22,760.00
6" Asphalt Prep and Patch	36	SY	\$80.00	\$2,880.00
Sawcutting existing asphalt	52	LF	\$1.30	\$67.60
Remove Curb & Gutter	32	LF	\$3.50	\$112.00
Remove existing asphalt	320	SF	\$3.20	\$1,024.00
Subtotal				\$27,387.60

WATER LINE				
8"x6" Tapping Tee	1	EA	\$1,600.00	\$1,600.00
8"x4" Tapping Tee	2	EA	\$1,500.00	\$3,000.00
6" Tapping Gate Valve & Box	1	EA	\$1,600.00	\$1,600.00
4" Tapping Gate Valve & Box	2	EA	\$1,300.00	\$2,600.00
Fire Hydrant Assembly (Hydrant, Pipe & TB)	1	EA	\$3,500.00	\$3,500.00
1 1/2" Water Service	2	EA	\$1,150.00	\$2,300.00
4" Fire Line	2	EA	\$1,500.00	\$3,000.00
Subtotal				\$17,600.00

SANITARY SEWER				
4" PVC Sanitary Service	820	LF	\$25.00	\$20,500.00
8"PVC Sanitary	1,070	LF	\$32.00	\$34,240.00
4' Sanitary Manhole	3	EA	\$3,400.00	\$10,200.00
8"x4" Service Connection	11	EA	\$140.00	\$1,540.00
Test Sewer Line	1	LS	\$1,000.00	\$1,000.00
Tie into existing system	1	EA	\$700.00	\$700.00
Subtotal				\$68,180.00

LANDSCAPE & IRRIGATION				
Native Seed Area	170,000	SF	\$0.08	\$13,600.00
Subtotal				\$13,600.00



4" Tapping Gate Valve & Box	2	EA	\$150.00	\$300.00
Fire Hydrant Assembly (Hydrant, Pipe & TB)	1	EA	\$3,500.00	\$3,500.00
1 1/2" Water Service	2	EA	\$1,150.00	\$2,300.00
4" Fire Line	2	EA	\$1,500.00	\$3,000.00
Subtotal				\$11,500.00

SANITARY SEWER				
INSTALLED WITH PHASE 1	0	LS	\$0.00	\$0.00
Subtotal				\$0.00

LANDSCAPE & IRRIGATION				
Native Seed Area	130,000	SF	\$0.08	\$13,600.00
Subtotal				\$13,600.00

TOTAL ESTIMATE				\$158,504.50
Construction Contingency 10%				\$15,850.45
GRAND TOTAL				\$174,354.95

MEADOWLARK BUSINESS PARK, FILING NO. 3 - PHASE 3

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STORM SEWER				
5' type R Inlet	6	EA	\$5,500.00	\$33,000.00
Type C Inlet	3	EA	\$3,000.00	\$9,000.00
18"RCP	370	LF	\$40.00	\$14,800.00
18"RCP FES	4	EA	\$700.00	\$2,800.00
Type H riprap	120	CY	\$70.00	\$8,400.00
Subtotal				\$68,000.00

STREET				
6" Vertical curb and gutter	2,458	LF	\$17.00	\$41,786.00
6" Median Curb & Gutter	187	LF	\$17.00	\$3,179.00
Patterned Concrete Island	304	SY	\$50.00	\$15,200.00
5' Detached sidewalk 6" thick	1,447	SY	\$36.00	\$52,092.00
5' Attached sidewalk 6" thick	173	SY	\$36.00	\$6,228.00
7" Full Depth Asphalt	5,074	SY	\$27.00	\$136,998.00

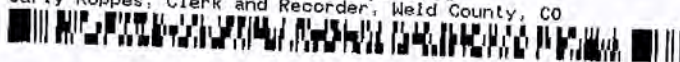


Subgrade Preparation	8,028	SY	\$1.80	\$14,450.40
Manhole Adjustment	3	EA	\$450.00	\$1,350.00
Water Valve Adjustment	14	EA	\$300.00	\$4,200.00
Handicap Ramp with ADA Panel	4	EA	\$1,300.00	\$5,200.00
8' Crosspan	2	EA	\$4,000.00	\$8,000.00
Sawcutting existing asphalt	100	LF	\$1.30	\$130.00
Remove Curb & Gutter	83	LF	\$3.50	\$290.50
Remove existing asphalt	1,500	SF	\$3.20	\$4,800.00
Temporary Turn Around	1	EA	\$4,000.00	\$4,000.00
Stop & Street Signs	4	EA	\$800.00	\$3,200.00
Subtotal				\$301,103.90

WATER LINE				
Connect to Existing Water Stub	1	EA	\$560.00	\$560.00
8"x6" Tapping Tee	3	EA	\$800.00	\$2,400.00
8"x4" Tapping Tee	12	EA	\$700.00	\$8,400.00
8" Gate Valve & Box	1	EA	\$200.00	\$200.00
6" Tapping Gate Valve & Box	3	EA	\$150.00	\$450.00
4" Tapping Gate Valve & Box	12	EA	\$1,300.00	\$15,600.00
Fire Hydrant Assembly (Hydrant, Pipe & TB)	3	EA	\$3,500.00	\$10,500.00
1 1/2" Water Service	11	EA	\$1,150.00	\$12,650.00
4" Fire Line	11	EA	\$1,500.00	\$16,500.00
8" PVC Water Line	581	LF	\$32.00	\$18,592.00
8" Plug w/ Thrust Block	1	EA	\$350.00	\$350.00
Hydrostatic Testing	1	EA	\$1,000.00	\$1,000.00
Subtotal				\$87,202.00

SANITARY SEWER				
4" PVC Sanitary Service	200	LF	\$25.00	\$5,000.00
8"PVC Sanitary	612	LF	\$32.00	\$19,584.00
4' Sanitary Manhole	1	EA	\$3,400.00	\$3,400.00
8"x4" Service Connection	4	EA	\$140.00	\$560.00
Test Sewer Line	1	LS	\$1,000.00	\$1,000.00
Tie into existing system	1	EA	\$700.00	\$700.00
Subtotal				\$30,244.00

LANDSCAPE & IRRIGATION				
Native Seed Area	740,000	SF	\$0.08	\$59,200.00
Subtotal				\$59,200.00



TOTAL ESTIMATE				\$545,749.90
Construction Contingency 10%				\$54,574.99
GRAND TOTAL				\$600,324.89

MEADOWLARK BUSINESS PARK, FILING NO. 3 - PHASE 4

CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL COST
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STREET				
6" Vertical curb and gutter	550	LF	\$17.00	\$9,350.00
5' Detached sidewalk 6" thick	165	SY	\$36.00	\$5,940.00
7" Full Depth Asphalt	1,084	SY	\$27.00	\$29,268.00
Subgrade Preparation	1,567	SY	\$1.80	\$2,820.60
Manhole Adjustment	1	EA	\$450.00	\$450.00
Water Valve Adjustment	4	EA	\$300.00	\$1,200.00
Stop & Street Signs, Barricades	2	EA	\$800.00	\$1,600.00
Temporary Turn Around	1	EA	\$4,000.00	\$4,000.00
Subtotal				54,628.60

WATER LINE				
Installed w/ Phase 3	0	EA	0.00	0.00
Subtotal				0.00

SANITARY SEWER				
Installed w/ Phase 3	0	EA	0.00	0.00
Subtotal				0.00

LANDSCAPE & IRRIGATION				
Native Seed Area	395,000	SF	\$0.08	\$31,600.00
Subtotal				\$31,600.00

TOTAL ESTIMATE				86,228.60
Construction Contingency 10%				8,622.86
GRAND TOTAL				\$ 94,851.46



EXHIBIT C

(Sample)
(BANK LETTERHEAD)

IRREVOCABLE LETTER OF CREDIT

Town of Frederick
P.O. Box 435
Frederick, CO 80530

No.
Date:
Expiration:

Gentlemen:

We hereby authorize you to draw on us for the account of (Insert the name and account number of the DEVELOPER) up to an aggregate amount of \$ (20% of estimated cost of improvements) available by your drafts at sight for one hundred percent (100%) face value accompanied by your signed statement that the above is drawn in payment of public improvements pursuant to:

(Insert the title of the Memorandum of Agreement for Public Improvements)

Each draft presented under this letter of credit must state that it is drawn under (Title of Bank and identification of the Letter of Credit) and the amount endorsed on this letter of credit.

We hereby agree the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon the presentation to the drawee.

Yours, very truly,

By: (signature of authorized bank officer)

Title: (title of signator)

Attest:

EXHIBIT D

**MEMORANDUM OF UNDERSTANDING
CONCERNING REIMBURSEMENT FOR OVERSIZING
PUBLIC IMPROVEMENTS**

There are no reimbursement for oversizing public improvements for Meadowlark Business Park
Filing 3.

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EXHIBIT E

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS BY OTHERS

There are no reimbursement for oversizing public improvements by others for Meadowlark Business Park Filing 3.

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EXHIBIT F

SPECIAL PROVISIONS APPLYING TO PUBLIC IMPROVEMENTS

The following special provisions apply only to the MEADOWLARK BUSINESS PARK, FILING NO. 3. In the event of a conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in this AGREEMENT, the paragraph, sentence or clause of this Exhibit F shall prevail.

PHASED DEVELOPMENT. DEVELOPER is phasing the construction of the aforementioned Development and agrees to provide all permanent and temporary infrastructure and work to provide for services and safety for each phase in accordance with the approved "Construction Plans". Each phase shall be competed and approved by the TOWN prior to issuance of a Certificate of Occupancy (C.O.) for any platted lot in the Development. DEVELOPER may choose, with approval from the TOWN, to complete any or all phases based on development opportunities. Refer attached Phasing Plan.

A Letter of Credit (LOC) shall be submitted to the Town of Frederick per Section 1.12 prior to the start of construction of any phase. The amount of the LOC shall be calculated from the estimated construction costs of the phase that will be constructed.

On-Site Grading Drainage Improvements for each lot shall be substantially completed prior to the issuance of the building permit. At the sole discretion of the Town, if the improvements are not substantially complete at the time of building permit the Town may accept a LOC from the developer for the grading and drainage improvements.

Phase 1: Phase 1 shall consist of Lots 3 and 4 of Block 3. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

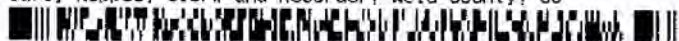
- Access for both lots shall be constructed at the location of the shared access as shown on the approved Plat;
- Domestic water, fire service lines and fire hydrant shall be constructed from the Majestic Street Waterline to provide service to Lot 4;
- The private sewer line shall be constructed in the sewer easement that crosses Lot 5 to provide service to Lot 4;
- The public sewer line shall be extended from the existing sanitary sewer stub in Iris Parkway, west to Meadowlark Lane, then south in Meadowlark Lane to provide service to Lot 3;



- The 8-foot sidewalk and the street landscaping on the north side of Majestic Street shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to Majestic Street and Iris Parkway;
- All drainage improvements shall be constructed on Lot 4 prior to or concurrent with the development of Lot 3;
- Individual lot grading and drainage improvements shall be competed to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties.
- The developer is required to reimburse the Town of Frederick for the construction of the north half of Majestic Street from the west property line of Rocky Mountain Christian Church (RMCC) to Hickory Court in the total amount of \$59,678.92 as set forth in the RMCC MOAPI. The payment to the Town shall be based on the linear foot frontage of each lot in Phase 1. Lot 3, Block 3 payment is calculated at 382 linear feet at \$84.30/linear foot equals a payment of \$32,202.60. Lot 4, Block 3 payment is calculated at 326 linear feet at \$84.30/linear foot equals a payment of \$27,481.80. This payment may be reduced by \$5.48 for a payment of \$27,476.32 to account for rounding error. The total of the two payments shall equal \$59,678.92. Each payment shall be made to the Town prior to development of each respective lot.

Phase 2: Phase 2 shall consist of Lot 5, Block 3 and Lot 1, Block 1. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvements, including all utilities signage along the north property line of Lot 5, Block 3 including the temporary cul-de-sac located at the west property line of Lot 5, Block 3;
- The sidewalk and the street landscaping on Iris Parkway shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street and Iris Parkway;
- All drainage improvements shall be constructed on Lot 5, Block 3 prior to or concurrent with the development of Lot 1, Block 1;
- Individual lot grading and drainage improvements shall be competed to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties.



Phase 3: Phase 3 shall consist of Lots 2, 3 and 4 of Block 1, Lots 2, 3 and 4 of Block 2 and Lots 1 and 2 of Block 3. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvements, including all utilities and signage shall be constructed from the east property line of Lot 1, Block 3, to a point west of the proposed cul-de-sac to allow access to Block 1, Lot 4. These improvements include the permanent round-a-bout at the intersection of Meadowlark Lane and a temporary cul-de-sac (if required by Frederick-Firestone Fire Protection District (FFFPD)) at the west end of the improvements.
- Meadowlark roadway improvements, including all utilities shall be constructed from the round-a-bout to the connection to Majestic Street, including all intersection improvements at Iris Parkway (round-a-bout) and at Majestic Street;
- The proposed detention pond located in Outlot A shall be constructed, including outlet structure and pipe to allow for a functioning detention pond;
- The swale located in Outlot A adjacent to Lots 3 and 4, Block 1 shall be constructed to convey runoff into the proposed detention pond;
- The sidewalk and the street landscaping on Iris Parkway and Meadowlark Lane shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street and Iris Parkway;
- As lots develop, all downstream drainage improvements shall be constructed to safely convey runoff per the approved plan to the detention pond;
- Individual lot grading and drainage improvements shall be completed to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties.
- The developer is required to reimburse the Town of Frederick for the construction of the north half of Majestic Street from Hickory Court to the west property line of Lot 1, Block 2 (Future William Bailey Avenue). The amount to be reimbursed will be one half of the actual cost to construct the roadway that will be constructed as part of the Westview Subdivision. Refer the Westview MOAPI, Exhibit F. The payment to the Town shall be based on the linear foot frontage of each lot. In Phase 3, Lot 2, Block 2 has a frontage of 277-feet. Payment shall be made to the Town prior to C.O. for Lot 2, Block 2. If Westview has not constructed the roadway at the time Phase 3 develops then refer Phase 4 for construction of the roadway.

Phase 4: Phase 4 shall consist of Lots 5 and 6 of Block 1 and Lot 1 of Block 2. The following improvements shall be constructed per the approved plans and accepted by the applicable agency prior to final inspection:

- Iris Parkway roadway improvements, including all utilities and signage shall be constructed from the terminus point of the roadway in Phase 3 to William Bailey Avenue, including all intersection improvements at William Bailey Avenue;
- The swale located in Outlot A adjacent to Lots 5 and 6, Block 1 shall be constructed to convey runoff into the proposed detention pond;
- The sidewalk and the street landscaping on Iris Parkway shall be constructed per the approved plans with the development of each lot as long as sidewalk connectivity is maintained from the developed lot to allow pedestrians sidewalk connectivity to Majestic Street, Iris Parkway and William Bailey Avenue;
- As lots develop, all downstream drainage improvements shall be constructed to safely convey runoff per the approved plan to the detention pond;
- Individual lot grading and drainage improvements shall be competed to ensure the overall drainage concepts are obtained and do not adversely impact adjacent properties;
- The developer is required to reimburse the Town of Frederick for the construction of the north half of Majestic Street from the Hickory Court to the west property line of Lot 1, Block 2. The amount to be reimbursed will be one half of the actual cost to construct the roadway that will be constructed as part of the Westview Subdivision. Refer the Westview MOAPI, Exhibit F. The payment to the Town shall be based on the linear foot frontage of each lot. In Phase 4, Lot 1, Block 2 has a frontage of 284-feet. Payment shall be made to the Town prior to C.O. for Lot 1, Block 2.
- In the event Majestic Street is not constructed by the Westview Subdivision prior to Phase 4 the developer is required to construct the full street section from the design plans prepared for the Westview Development prior to C.O. for Lot 1, Block 2. The developer would be reimbursed by the Town for the south side of the roadway at the acceptance of the roadway.
- The developer is required to design and construct the east half of William Bailey Avenue adjacent to Meadowlark Business Park Filing 3 prior to C.O. for Lot 1, Block 2 and Lot 6, Block 1 to a collector roadway section. Since half road sections are not allowed in the Town the developer shall construct an interim roadway section adjacent to the property as determined by the Town.
 - i. Reimbursement opportunities to the developer will be determined by the estimated cost to design and construct the east half of a collector roadway section vs the actual cost to build the interim roadway. The cost to construct half of the



collector roadway shall be determined by a cost estimate prepared by the developer and approved by the Town using recent construction costs.

- ii. If the cost to construct the interim roadway for William Bailey Avenue adjacent to the Site is greater than the estimated cost to construct half of a collector roadway then the developer may be reimbursed by the property owner to the west when development occurs.
- iii. If the cost to construct the interim roadway for William Bailey Avenue adjacent to the Site is less than the estimated cost to construct half of a collector roadway then the developer shall escrow the difference in funds to the Town. This will allow the Town to expand the roadway to a collector roadway section in the future.

If in the sole opinion of the Town the surrounding traffic does not justify construction of William Bailey Avenue the developer will escrow the funds to the Town equal to one-half of the design and construction costs of the roadway prior to final inspection. The cost to construct half of the collector roadway shall be determined by a cost estimate prepared by the developer and approved by the Town using recent construction costs. If the roadway is not constructed a temporary cul-de-sac at the west end of Iris Parkway and/or an all-weather roadway from Iris Parkway south to Majestic Street on the William Bailey Avenue alignment may be required by the FFFPD or the Town. The developer shall pay for these improvements prior to C.O. for Lot 1, Block 2 and Lot 6, Block 1.

- The original Letter of Credit (LOC) only included construction costs for Phases 1 to 4 on-site improvements. At this time no LOC has been submitted to the Town for the construction of Majestic Street or William Bailey Avenue. Additional LOC for these two roadways will be required (as determined by the Town) in Phase 4 once the improvements and construction costs have been determined.
- All other public improvements as shown in the approved plans.

Phase 4

Required Infrastructure



EXHIBIT A TO FREDERICK BOT RESOLUTION 25-R-394

**MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
NOTICE OF TRANSFER OF TITLE AND DEVELOPMENT OBLIGATIONS REGARDING
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

WHEREAS, on September 8, 2015, Meadowlark Industrial, LLC, a Colorado limited liability company ("**Original Developer**") and the Town of Frederick entered into a Memorandum of Agreement for Public Improvements for the development of Meadowlark Business Park, Filing 3 Subdivision ("Original MOAPI"; **EXHIBIT A1**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4204729; and

WHEREAS, on September 15, 2021, Original Developer and the Town of Frederick entered into a First Amendment to the Memorandum of Agreement for Public Improvements (**EXHIBIT A2**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4756321; and

WHEREAS, on October 12, 2021, Meadowlark Industrial, LLC and the Town of Frederick entered into a Second Amendment to the Memorandum of Agreement for Public Improvements (**EXHIBIT A3**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4844738; and

WHEREAS, Original Developer wishes to assign all of its obligations under the MOAPI, including amendments; and

WHEREAS, Meadowlark Developer, LLC, a Colorado limited liability company ("**Succeeding Developer**") wishes to accept all of Original Developer's obligations under the MOAPI, including amendments.

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

This Notice of Transfer of Title and Development Obligations is made and entered into this ____ day of _____, 2025 (the "**Effective Date**") by and between Original Developer, whose address is 541 Jefferson Avenue, Louisville, Colorado 80027, and Succeeding Developer, whose address is 1919 14th Street, Suite 700, Boulder, Colorado 80302.

Pursuant to paragraph 14.8 of the Original MOAPI between the Town of Frederick, Original Developer requests that the Town approve the transfer of title and delegation of obligations regarding Meadowlark Business Park, Filing 3 Subdivision, including amendments, effective as of the Effective Date. Succeeding Developer agrees to accept all of the obligations of Original Developer as regards the MOAPI for Meadowlark Business Park, Filing 3 Subdivision, including amendments, and to be bound by all of the obligations of Original Developer under the MOAPI and all provisions of the MOAPI, including amendments, and ratifies and confirms the MOAPI as if an original party to the same.

This Notice of Transfer of Title and Development Obligations shall be recorded with the Weld County Clerk and Recorder.

Original Developer:

MEADOWLARK INDUSTRIAL LLC,
a Colorado limited liability company

By: _____
Curtis McDonald, its Authorized Signatory

Original Developer:

MEADOWLARK DEVELOPER LLC,
a Colorado limited liability company

By: _____
Nicholas J. Larson, its Authorized Signatory

EXHIBIT A
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS SEPTEMBER 8, 2015
(A1)
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS SEPTEMBER 15, 2021 (A2)
SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS OCTOBER 12, 2021 (A3)

EXHIBIT B TO FREDERICK BOT RESOLUTION 25-R-394

**MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
ACCEPTANCE OF ASSIGNMENT OF
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

The Town of Frederick hereby accepts the foregoing Assignment of Memorandum of Agreement for Public Improvements, including amendments (attached hereto as **Exhibits A1, A2, and A3**), to Meadowlark Developer, LLC, on _____, 2025, and confirms for the benefit of Meadowlark Developer, LLC that all obligations of the Original Developer under the MOAPI with respect to Phases 1, 2, and 3 of the Meadowlark Business Park have been fully satisfied. This Acceptance of Assignment and confirmation shall be binding upon the Town and may be relied upon by Meadowlark Developer, LLC as an estoppel with respect to such obligations.

This Acceptance of Assignment shall be recorded with the Weld County Clerk and Recorder.

ATTEST:

ON BEHALF OF TOWN OF FREDERICK:

Tricia David, Town Clerk

Mayor, Tracie Crites

EXHIBIT A
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS SEPTEMBER 8, 2015
(A1)
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS SEPTEMBER 15, 2021 (A2)
SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS OCTOBER 12, 2021 (A3)

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-53**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING
ASSIGNMENT OF THE MEADOWLARK BUSINESS PARK FILING 3
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

WHEREAS, on September 8, 2015, Meadowlark Industrial, LLC, a Colorado limited liability company, and the Town of Frederick entered into a Memorandum of Agreement for Public Improvements for the development of Meadowlark Business Park, Filing 3 Subdivision ("MOAPI"), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4204729; and

WHEREAS, on September 15, 2021, Original Developer and the Town of Frederick entered into a First Amendment to the Memorandum of Agreement for Public Improvements, recorded at the Weld County Clerk and Recorder's Office at Reception No. 4756321; and

WHEREAS, on October 12, 2021, Meadowlark Industrial, LLC and the Town of Frederick entered into a Second Amendment to the Memorandum of Agreement for Public Improvements, recorded at the Weld County Clerk and Recorder's Office at Reception No. 4844738; and

WHEREAS, Original Developer wishes to assign all of its obligations under the MOAPI, including amendments; and

WHEREAS, Meadowlark Developer, LLC, a Colorado limited liability company, wishes to accept all of Original Developer's obligations under the MOAPI, including amendments; and

WHEREAS, Meadowlark Industrial, LLC and Meadowlark Developer, LLC request that the Town of Frederick Board of Trustees acknowledge the Notice of Transfer of Title and Development Obligations Regarding Meadowlark Business Park Filing 3 Memorandum of Agreement for Public Improvements ("**Exhibit A**"), which will be executed by developers following assignment, and approve assignment of the MOAPI obligations to Meadowlark Developer, LLC ("**Exhibit B**"), as required by section 14.8 of the MOAPI.

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

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, AS FOLLOWS:**

Section 1. Acknowledgment of Notice and Approval of Acceptance of Assignment.

- a. The Board of Trustees acknowledges the Notice of Transfer of Title and Development Obligations Regarding Meadowlark Business Park Filing 3 Memorandum of Agreement for Public Improvements.
- b. The Board of Trustees approves the Acceptance of Assignment of Meadowlark Business Park Filing 3 Memorandum of Agreement for Public Improvements from Meadowlark Industrial, LLC to Meadowlark Developer, LLC.
- c. The Board of Trustees authorizes the execution of the Acceptance of Assignment by the Mayor on behalf of the Town of Frederick.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED AND ADOPTED THIS 1ST DAY OF OCTOBER,
2025.**

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
NOTICE OF TRANSFER OF TITLE AND DEVELOPMENT OBLIGATIONS REGARDING
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

EXHIBIT B
MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
ACCEPTANCE OF ASSIGNMENT OF
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

EXHIBIT A TO FREDERICK BOT RESOLUTION 25-R-53

**MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
NOTICE OF TRANSFER OF TITLE AND DEVELOPMENT OBLIGATIONS REGARDING
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

WHEREAS, on September 8, 2015, Meadowlark Industrial, LLC, a Colorado limited liability company ("**Original Developer**") and the Town of Frederick entered into a Memorandum of Agreement for Public Improvements for the development of Meadowlark Business Park, Filing 3 Subdivision ("**Original MOAPI**"; **EXHIBIT A1**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4204729; and

WHEREAS, on September 15, 2021, Original Developer and the Town of Frederick entered into a First Amendment to the Memorandum of Agreement for Public Improvements (**EXHIBIT A2**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4756321; and

WHEREAS, on October 12, 2021, Meadowlark Industrial, LLC and the Town of Frederick entered into a Second Amendment to the Memorandum of Agreement for Public Improvements (**EXHIBIT A3**), recorded at the Weld County Clerk and Recorder's Office at Reception No. 4844738; and

WHEREAS, Original Developer wishes to assign all of its obligations under the MOAPI, including amendments; and

WHEREAS, Meadowlark Developer, LLC, a Colorado limited liability company ("**Succeeding Developer**") wishes to accept all of Original Developer's obligations under the MOAPI, including amendments.

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

This Notice of Transfer of Title and Development Obligations is made and entered into this ____ day of _____, 2025 (the "**Effective Date**") by and between Original Developer, whose address is 541 Jefferson Avenue, Louisville, Colorado 80027, and Succeeding Developer, whose address is 1919 14th Street, Suite 700, Boulder, Colorado 80302.

Pursuant to paragraph 14.8 of the Original MOAPI between the Town of Frederick, Original Developer requests that the Town approve the transfer of title and delegation of obligations regarding Meadowlark Business Park, Filing 3 Subdivision, including amendments, effective as of the Effective Date. Succeeding Developer agrees to accept all of the obligations of Original Developer as regards the MOAPI for Meadowlark Business Park, Filing 3 Subdivision, including amendments, and to be bound by all of the obligations of Original Developer under the MOAPI and all provisions of the MOAPI, including amendments, and ratifies and confirms the MOAPI as if an original party to the same.

This Notice of Transfer of Title and Development Obligations shall be recorded with the Weld County Clerk and Recorder.

Original Developer:

MEADOWLARK INDUSTRIAL LLC,
a Colorado limited liability company

By: _____
Curtis McDonald, its Authorized Signatory

Original Developer:

MEADOWLARK DEVELOPER LLC,
a Colorado limited liability company

By: _____
Nicholas J. Larson, its Authorized Signatory

EXHIBIT A
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS SEPTEMBER 8, 2015
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FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS SEPTEMBER 15, 2021 (A2)
SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS OCTOBER 12, 2021 (A3)

EXHIBIT B TO FREDERICK BOT RESOLUTION 25-R-53

**MEADOWLARK BUSINESS PARK, FILING 3 SUBDIVISION
ACCEPTANCE OF ASSIGNMENT OF
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

The Town of Frederick hereby accepts the foregoing Assignment of Memorandum of Agreement for Public Improvements, including amendments (attached hereto as **Exhibits A1, A2, and A3**), to Meadowlark Developer, LLC, on _____, 2025, and confirms for the benefit of Meadowlark Developer, LLC that all obligations of the Original Developer under the MOAPI with respect to Phases 1 and 2 of the Meadowlark Business Park have been fully satisfied. This Acceptance of Assignment and confirmation shall be binding upon the Town and may be relied upon by Meadowlark Developer, LLC as an estoppel with respect to such obligations.

This Acceptance of Assignment shall be recorded with the Weld County Clerk and Recorder.

ATTEST:

ON BEHALF OF TOWN OF FREDERICK:

Tricia David, Town Clerk

Mayor, Tracie Crites

EXHIBIT A
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS SEPTEMBER 8, 2015
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FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
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SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS OCTOBER 12, 2021 (A3)



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-52 Quarterly Grant Report

Agenda Date: Board of Trustees October 1, 2025

Attachments: 1. Resolution - Grant Admin Report September 2025 Final

Reviewed By: Emily Nitcher, Deputy Town Clerk

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:



FISCALLY RESPONSIBLE GOVERNANCE– The Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship for those who live in Frederick and those who will seek out Frederick in the future.

6.1 Create and implement a long-term financial model for the Town taking into account exist needs as well as planning for the future needs of the community.

Summary Statement:

This item was tabled at the 09/17/2025 Board of Trustees Meeting, to the Consent Agenda on the 10/01/2025 Board of Trustees Meeting.

This report will detail third quarter grant submissions, outline a grant calendar for strategic planning, and review the administration of awarded grants. These efforts ensure the Town's strategic initiatives are advanced in a timely manner.

Detail of Issue/Request:

Over the third quarter, the Grant Administrator collaborated with Town staff to develop grant submissions focusing on community vitality and public safety. The Police Department, along with the Carbon Valley/Mead Victim Assistance Coordinator, applied for 19th Judicial District Victim Assistance Law Enforcement (VALE) funding in the amount of \$81,440 to support the continuing work of the program for twelve (12) months; staff anticipates serving 300 victims for the Carbon Valley area.

The Town's Art Committee, along with the Town staff, identified an opportunity to provide additional access to music concerts. Staff applied to the National Endowment for the Arts (Grants for Arts Projects) to support the funding of (2) concerts in the amount of \$10,000 at Miners Park during the summer of 2026. If awarded, the funding will support two (2) concerts. There is a 1:1 match. The Town recognizes the significant cultural and community benefits these projects bring to our residents, aligning with our shared vision for a vibrant and engaged community.

In addition to public safety and community vitality, staff will collaborate to develop a grant submission for the Energy Code Adoption and Enforcement Grant, for funding to help municipal governments adopt and comply with minimum energy codes. This grant will be used to update Frederick's current 2021 ICC energy code to the 2024 ICC Energy and associated codes. The grant is due November 28, 2025. We are requesting \$25,000 with a required match of 20%.

The total grant submissions requested is \$111,440.00 with local matches of \$14,000.00.

Legal Comments:

NA

Alternatives/Options

- Approval of Resolution No.25-R-52: The Mayor is hereby authorized to execute the necessary documents and agreements to effectuate the submissions for the Carbon Valley, Mead VALE 19th Judicial District grant submission, the NEA grant submission, and the Colorado Energy Code Application and Enforcement Grant.
- Approval with Conditions: I move to approve resolution No. 25-R-52, which recommends the resolution with conditions for the following items:
- Denial: I move to deny resolution No. 25-R-52.

Financial Considerations

By pursuing these grants, the Town can fund important initiatives without relying on debt financing or additional budgeted funds.

Staff Recommendation

Staff recommends the Approval of Resolution No. 25-R-52: The Mayor is hereby authorized to execute the necessary documents and agreements to effectuate the submissions for the Carbon Valley, Mead VALE 19th Judicial District grant submission, the NEA grant submission, and the Colorado Energy Code Application and Enforcement Grant.

Community Impact

The grant submissions demonstrate respect by focusing on community vitality and public safety, showing a thoughtful regard for the well-being of residents. The Town's collaboration with the Art Committee and the Police Department shows respect for diverse community needs, from cultural enrichment to personal safety.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-52

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING GRANT SUBMISSIONS FOR ADDITIONAL FUNDING**

WHEREAS, the Town of Frederick is a community that fosters economic, recreational, cultural, and environmental vitality, and builds upon and enhances a variety of economic opportunities; and,

WHEREAS, the Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship, which includes seeking grant opportunities to assist in the funding of various Town projects and initiatives; and,

WHEREAS, the Town of Frederick Grant Administrator's Office for July through November 2025 will submit various grants on behalf of the Frederick Building Department, Frederick Police Department; Frederick Arts Committee; and,

WHEREAS, the submissions will be for additional funding to update Frederick's current 2021 ICC energy code to the 2024 ICC energy and associated codes; to support the Carbon Valley & Mead Victim Assistance Program; to provide additional concerts for the Frederick Arts Committee Music Series; and,

WHEREAS, the Frederick Grant Administrator's office recommends signing authority for Mayor Crites to approve grant awards if awarded.

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

- Section 1. Applications.** The following grant applications are pending:
- **NEA GAP Grant**, \$10,000; 1:1 match.
 - **19th Judicial District Victim Assistance Law Enforcement Grant**, \$81,440.00.
 - **Energy Code Adoption and Enforcement Grant Program**, \$20,000; 20% match.
- Section 2. Execution.** The Mayor is hereby authorized to execute necessary documents and agreements to effectuate Grant Awards, if funded, after review by the Town Attorney, as applicable.
- Section 3. Effective Date.** This resolution shall become effective immediately upon adoption.
- Section 4. Certification.** The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF _____, 2025.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-54 Wyndham Hill Irrigation Pond Easement Consideration

Agenda Date: Board of Trustees October 1, 2025

Attachments:

1. Reso 25-R-54 Easement Wyndham Hill
2. 20250821_Wyndham Hill Pond easement_unsigned

Reviewed By: Bryan Ostler, Town Manager

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS - As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

Summary Statement:

For the construction of the raw water pond needed to serve the Wyndham Hill Development with raw water, the Town needs to grant the Developer and the HOA an easement for access to the property that was dedicated to the Town for open space and the future pond.

Detail of Issue/Request:

The original irrigation plan for Wyndham Hill involved using untreated ditch water for the parks, open space and right-of-way landscaping. The completion of the system faced delays, leading the HOA to rely on a temporary treated water supply since 2005. While most of the necessary infrastructure for the irrigation system has been completed, the pond and water diversion structure remain unfinished due to the permitting and water rights challenges. As a result, the community must depend on more expensive treated water. The Town completes an annual transfer of CBT water from the water portfolio to Left Hand Water District to treat and deliver to the development.

Progress is being made, however. The design of the pond near Tipple Parkway has received approval, and construction is scheduled to begin after the current irrigation season ends, likely at the end of October. Legal reviews and agreement processes are still underway, but a key milestone was reached when the Ditch Board approved the necessary agreement on September 12, allowing construction of the pond and associated structures to proceed. Staff with Engineering and Parks will work with the Metro District and HOA on a Maintenance Agreement for the pond and adjacent open space areas. Another agreement requirement that must be met before water is delivered into the pond is the dedication of additional water from the Developer to the Town.

By constructing the diversion structure and the pond, the Developer will be able to meet the intentions of the MOAPI to irrigate the parks, open space and landscape areas of the development with raw water. This will provide a more cost-effective water supply to the HOA and the residents in Wyndham Hill. The Town will also be able to keep the CBT that would otherwise be transferred to Left Hand for future potable uses.

Legal Comments:

The Town Attorney has reviewed the Grant of Easement document and prepared the attached resolution.

Alternatives/Options

The Town Board may decide not to approve the grant of easement. If the Board were to not approve the easement document the construction of the pond cannot be completed as designed.

Financial Considerations

The Town is not constructing the proposed raw water improvements.

Staff Recommendation

Staff recommend approval Resolution No. 25-R-54 for the proposed grant of easement to allow for the construction of the proposed pond for the Wyndham Hill development.

Community Impact

This action will positively impact the residents and the HOA of Wyndham Hill. The projected cost of raw water vs. the treated water purchased by Left Hand is much less and will likely lead to a lower cost for the HOA and the residents for irrigation.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-__**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, GRANTING A
PERPETUAL NON-EXCLUSIVE EASEMENT TO WYNDHAM HILL METROPOLITAN
DISTRICT No. 4, INC., WYNDHAM HILL MASTER ASSOCIATION, INC., WYNDHAM
HILL MASTER ASSOCIATION NO. 2, INC., FOR PUBLIC IMPROVEMENTS**

WHEREAS, Town of Frederick (the “Town”) is in the process of completing public improvements within the Wyndham Hill Subdivision; and,

WHEREAS, as part of this process, the Town as Grantor wishes to approve the Perpetual Non-exclusive Easement Agreement (“Agreement”) over certain real property that it owns to Wyndham Hill Metropolitan District No. 4, Inc., Wyndham Hill Master Association, Inc., Wyndham Hill Master Association No. 2, Inc. (Collectively “Wyndham Hill”), and Wyndham Hill wishes to accept such property, for the purpose public improvements, which is described as set out in Exhibit A.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:

Section 1. Perpetual Non-Exclusive Easement Agreement to Wyndham Hill

- a. The Board of Trustees approves the Perpetual Non-Exclusive Easement Agreement, attached hereto as Exhibit A.
- b. The Board of Trustees authorizes the execution of the Agreement by the Mayor on behalf of the Town of Frederick.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF _____,
2025.**

ATTEST:

By _____
Tricia David, Town Clerk

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

EXHIBIT A

Perpetual Non-Exclusive Easement Agreement

PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT

THIS PERPETUAL NON-EXCLUSIVE EASEMENT AGREEMENT ("Agreement"), is made by and between Town of Frederick, Colorado, a Colorado statutory town, whose address is 401 Locust Street, Frederick, CO 80530 ("Town"); and Wyndham Hill Metropolitan District No. 4, Inc., a quasi-municipal corporation_ whose address is _2500 Arapahoe Avenue Suite 220, Boulder CO 80302 ("District"); and Wyndham Hill Master Association, Inc., a Colorado non-profit corporation whose address is 8201 Spinnaker Bay Dr, Ste. D Windsor CO 80528 ("HOA1") ; and Wyndham Hill Master Association No. 2 Inc., a Colorado non-profit corporation whose address is 8201 Spinnaker Bay Dr, Ste. D Windsor CO 80528 ("HOA2") (collectively "Grantees"). Town and Grantees may be individually referred to as a "Party" and collectively referred to herein as "Parties."

AGREEMENT

1. **Grant of Easement.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby grants, sells, and conveys to Grantees, its successors, and assigns a Perpetual Non-Exclusive Easement ("Easement") on, under, through, over, and across a portion of the property owned by Town, as described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference the ("Property"), the right to (a) construct, reconstruct, inspect, lay, install, upgrade, increase line size or capacity, operate, repair, maintain, inspect, upgrade, replace, remove, and operate one or more lines for the transmission, distribution, and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs, communication lines, and other fixtures ("Improvements"), at any time and from time to time as may be useful to, or required by Grantees(subject to the requirements of this Agreement).

2. **Reservation of Rights to Town.** Town reserves the right to use and occupy the Easement for any and all lawful purposes that are not inconsistent with the rights and privileges above granted, and that will not interfere with or endanger the Improvements or otherwise interfere with _Grantees' rights hereunder. Town may install and maintain groundcovers, landscaping (except trees), pavement, curbs, gutters, sidewalks, trails, parking areas and associated curb cuts, driveways, and sprinkler systems, within the Easement without permission from Grantees, and provided further that Town's improvements do not interfere with Improvements that were previously approved by Town.

3. **Grantees Obligations.**

- a. The District shall submit engineering plans for the Improvements ("Plans") to Town for Town's review and approval, and shall not commence construction of the Improvements until after said approval is granted. The District shall be responsible for the initial construction of the raw water improvements as shown in the "Plans". Upon substantial and operational completion of improvements, the District will

convey operational and maintenance responsibilities to HOA1 and HOA2 (“Transfer of Care and Control”). Upon Transfer of Care and Control, HOA1 and HOA2 will be collectively responsible for operational and maintenance of improvements.

- b. The District shall provide 48 hours’ notice to Town prior to construction of the Improvements. Improvements shall be constructed in accordance with the approved Plans. Any changes to the Plans must be approved by Town before such changes are implemented. Town’s review of the Plans is solely for the benefit of Town, and does not shift any responsibility for the design, construction, operation, or failure of the Improvements to Town.
- c. Upon substantial completion of the Improvements, and prior to the covering of the Improvements, the District shall notify Town, and Town shall have the right to inspect the Improvements to confirm that they are constructed in accordance with the Plans. If the District fails to so notify Town, Town may require the District to expose the Improvements for Town’s inspection at the District’s sole cost and expense.
- d. The District shall ensure that all work within the Easement is completed in a prompt and workmanlike manner, free of all liens and encumbrances against the Property.
- e. District shall, at District’s sole cost and expense, restore or repair to original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages that arise from the construction, reconstruction, inspection, maintenance, repair, or failure of said Improvements, whether such damages occur within the Easement, the Property, or on adjoining rights-of-way. Except in the case of emergency repairs, all construction, reconstruction, inspection, maintenance, or repair activities that require disturbance of the surface of the ground shall be coordinated with the Town so as to ensure that there is no unreasonable interference with Town’s use of the Property, the Easement, or any adjacent right-of-way. In the case of emergency repairs, Grantees may commence work immediately, but shall notify Town as soon as practicable of the emergency, the need for repairs, the nature of the repairs, and the repair schedule. After the District’s Transfer of Care and Control of the improvements to HOA1 and HOA2 the District shall have no responsibility for maintenance or repairs thereof which responsibility shall be that of HOA1 and HOA2.
- f. During initial construction the District shall be responsible for all UTILITY LOCATE responsibilities. Upon District Transfer of Care and Control to HOA1 and HOA2, HOA1 and HOA2 shall be collectively responsible for all utility locate responsibilities.

4. **Termination; Abandonment.** In case the District shall fail to install the Improvements within the Easement within five years after the date of mutual execution of this Agreement, or if the

Grantees all otherwise permanently abandon the Easement by notice to Town or by ceasing to use the same for a period of two consecutive years, all right, title, and interest hereunder of Grantees' Improvements shall revert to the then-owner or owners of the Property as their interests may appear.

5. **Permits, Approvals, Licenses, and Consents.** The District is solely responsible for obtaining any permits, approvals, licenses, and consents, and meeting any other legal obligations or requirements including those imposed by any governmental authority prior to construction of Improvements within the Easement. Town shall not object to or otherwise interfere with any application for any such permits, approvals, and consents, provided that same are consistent with the plans for the Improvements that are reviewed and approved by Town.

6. **Assumption of Risk and Indemnification.** Grantees assume all risks of exercising its rights under this Agreement. Town does not maintain the Property for the benefit of Grantees. In no event shall Town be liable to Grantees or any third party acting on behalf of Grantees (including but not limited to contractors or subcontractors), for damage to equipment, personnel (including loss of life), or the Improvements that may result from said Grantees specific work within the Easement. Grantees shall carry such insurance, and shall require their contractors and subcontractors to carry such insurance, as Grantees determines necessary to protect their interests and mitigate their risks. Grantees covenants and agrees to at all times protect, indemnify, hold harmless, and defend the Town, its directors, officers, agents, employees, successors, assigns, and affiliates from and against any and all claims arising from, alleged to arise from, or related to any injury allegedly or actually occurring, imposed as a result of, arising from, or related to, this Easement or each Grantees specific activities carried out pursuant to this Easement.

7. **No Warranty of Title.** The grant or grants made by Town under this Agreement are without any representation or warranty of title of any nature. Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of Town, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of Town to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted—including the elimination of those rights and interests—constitute a default under this Agreement.

8. **No Multi-Year Fiscal Commitment.** Financial obligation of the Town is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Town does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.

9. **Colorado Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Town or the District of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as applicable now or hereafter amended ("CGIA"), nor does

any Party waive any argument that the CGIA does not apply to claims or defenses related to this Agreement or arising out of the construction, existence, use, operation, or failure of the Improvements.

10. Severability and Reformation. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the Parties.

11. Entire Agreement. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

12. Successors and Assigns. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, and assignees.

13. Headings. Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

15. Recording. The Parties agree that this Perpetual Easement shall be recorded, at Grantees' sole cost, in the office of the Weld County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date last below undersigned.

[Signature Pages Follow]

TOWN:

By _____, Mayor

ATTEST:

_____, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Perpetual Non-Exclusive Easement Agreement was acknowledged before me this ____ day of _____, ____, by _____ as Mayor of the Town of Frederick and by _____, as Town Clerk of the Town of Frederick.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Wyndham Hill Metropolitan District No. 4, Inc.

By _____, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2025, by
_____ as President of Wyndham Hill Metropolitan District No. 4, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Wyndham Hill Master Association, Inc.

By _____, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2025, by
_____ as President of Wyndham Hill Master Association, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Wyndham Hill Master Association No. 2, Inc.

By _____, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2025, by
_____ as President of Wyndham Hill Master Association No. 2, Inc.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
PROPERTY AND EASEMENT DESCRIPTIONS

[SEE ATTACHED]

EXHIBIT A

EASEMENT 1: TOWN OF FREDERICK FOR BENEFIT OF HOA/WHMD4

PERMANENT EASEMENT DESCRIPTION:

AN EASEMENT ACROSS LOT 1 & OUTLOT B OF WYNDHAM HILL FILING NO. 7 (WH F7) AND OUTLOT L OF WYNDHAM HILL FILING NO. 9 (WH F9), LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF OUTLOT B, WH F7, FROM WHENCE THE WESTERNMOST CORNER LIES N45°23'03"W, 493.91 FEET (BASIS OF BEARINGS);
THENCE ALONG THE BOUNDARY OF SAID OUTLOT B THE FOLLOWING TWO COURSES:
1) N45°23'03"W, 493.91 FEET;
2) N53°04'07"E, 499.02 FEET;
THENCE N30°14'07"E, 25.77 FEET;
THENCE N53°04'07"E, 214.67 FEET ALONG A LINE PARALLEL WITH AND 10.00 FEET NORTHWEST OF THE COMMON LINE OF OUTLOT B, WH F7 AND OUTLOT L, WH F9;
THENCE N36°55'53"W, 129.77 FEET;
THENCE N36°19'44"W, 165.34 FEET;
THENCE N00°21'19"W, 49.22 FEET TO THE COMMON LINE OF LOT 1, WH F7 AND OUTLOT L, WH F9;
THENCE ALONG THE BOUNDARY OF SAID LOT 1, WH F7 THE FOLLOWING SIX COURSES:
1) N00°36'55"W, 185.60 FEET;
2) N89°38'41"E, 503.30 FEET;
3) S09°15'41"W, 239.04 FEET;
4) S27°54'19"E, 213.70 FEET;
5) S62°05'41"W, 200.64 FEET;
6) N36°55'53"W, 442.57 FEET;
THENCE S00°21'19"E, 32.49 FEET;
THENCE S36°19'44"E, 162.05 FEET;
THENCE S36°55'53"E, 139.71 FEET TO THE COMMON LINE OF OUTLOT B, WH F7 AND OUTLOT L, WH F9;
THENCE S53°04'07"W, 222.66 FEET ALONG SAID COMMON LINE;
THENCE S30°14'07"W, 25.77 FEET;
THENCE ALONG A LINE PARALLEL WITH AND 10.00 FEET SOUTHEAST AND NORTHEAST OF THE BOUNDARY OF OUTLOT B, WH F7 THE FOLLOWING TWO COURSES:
1) S53°04'07"W, 489.44 FEET;
2) S45°23'03"E, 480.09 FEET TO THE SOUTHEASTERLY LINE OF OUTLOT B, WH F7;
THENCE S32°04'22"W, 10.24 FEET ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING, CONTAINING 3.93 ACRES, MORE OR LESS.

DESCRIPTION PREPARED BY:
BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

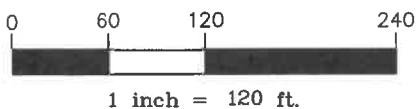
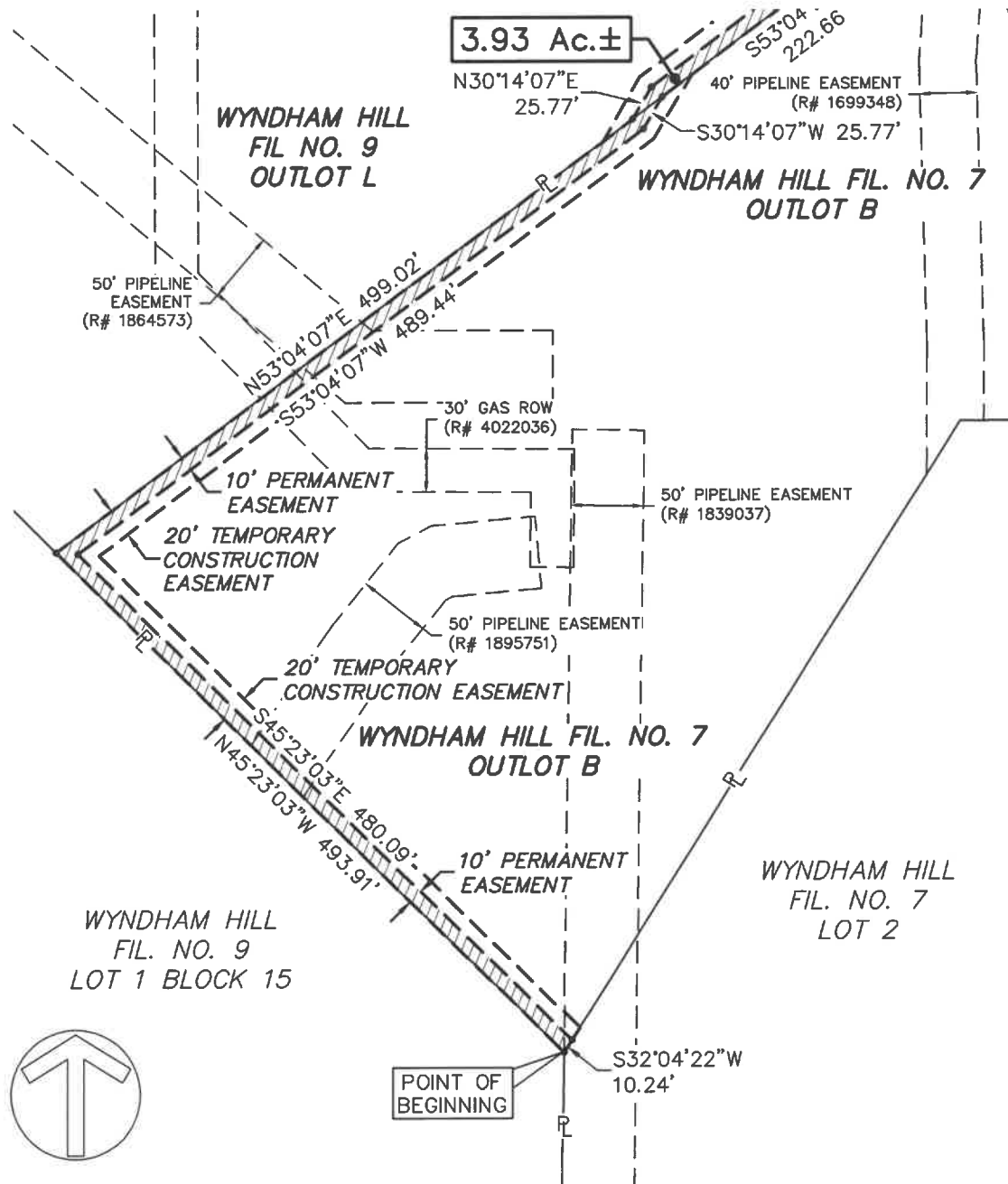
EASEMENT DESCRIPTION
LOT 1 & OUTLOT B WYNDHAM HILL FILING NO. 7
OUTLOT L WYNDHAM HILL FILING NO. 9
FREDERICK, COLORADO

HURST	CIVIL ENGINEERING	1265 S Public Road, Suite B	SCALE HOR. N/A VERT. N/A
	PLANNING	Lafayette, CO 80026	DESIGN/APPR.
	SURVEYING	303.449.9105	DRAWN BY BO
	www.hurst.design	DATE 05/27/25	SHEET 1 OF 3
	FILE G:\202041\SURVEY\LEGAL\WH FIL 9 L1 B15 RAW WATER ESMT-rev		

EXHIBIT A

EASEMENT 1: TOWN OF FREDERICK FOR BENEFIT OF HOA/WHMD4

See Sheet 3



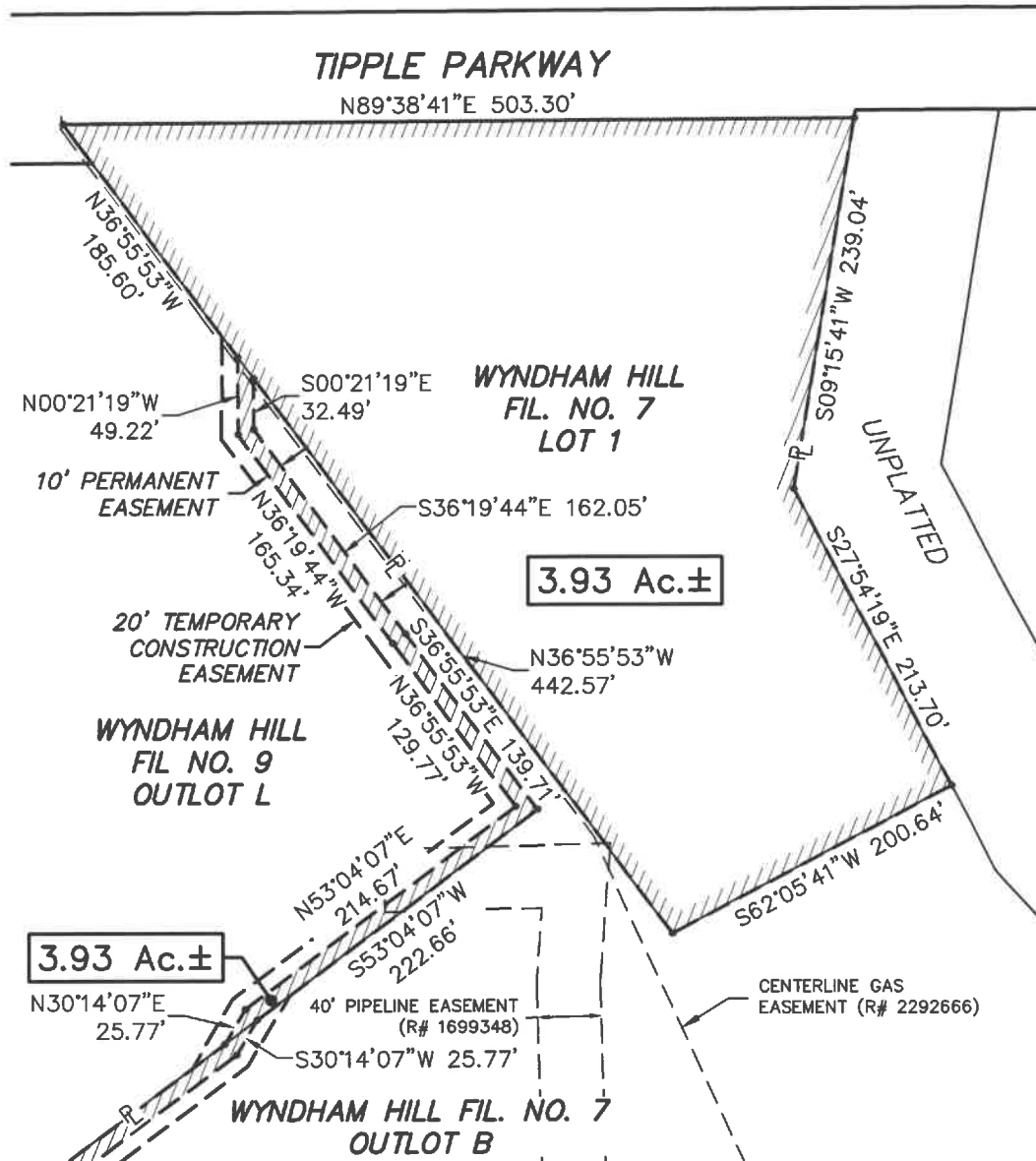
NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

EASEMENT DESCRIPTION
LOT 1 & OUTLOT B WYNDHAM HILL FILING NO. 7
OUTLOT L WYNDHAM HILL FILING NO. 9
FREDERICK, COLORADO

HURST	CIVIL ENGINEERING	1265 S Public Road, Suite B	SCALE HOR. 1"=120'
	PLANNING	Lafayette, CO 80026	VERT. N/A
	SURVEYING	303.449.9105	DESIGN/APPR.
	www.hurst.design	DATE 05/27/25	DRAWN BY BO
	FILE G:\202041\SURVEY\LEGAL\WH FIL 9 L1 B15 RAW WATER ESMT-rev	SHEET 2 OF 3	

EXHIBIT A

EASEMENT 1: TOWN OF FREDERICK FOR BENEFIT OF HOA/WHMD4



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EASEMENT DESCRIPTION
LOT 1 & OUTLOT B WYNDHAM HILL FILING NO. 7
OUTLOT L WYNDHAM HILL FILING NO. 9
FREDERICK, COLORADO

HURST	CIVIL ENGINEERING	1265 S Public Road, Suite B	SCALE HOR. 1"=120'
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		www.hurst.design	DRAWN BY BO
	FILE G:\202041\SURVEY\LEGAL\WH FIL 9 L1 B15 RAW WATER ESMT-rev		DATE 05/27/25
			SHEET 3 OF 3