



SENT VIA EMAIL to: [JBarnes@clubcarwash.com](mailto:JBarnes@clubcarwash.com)

July 9, 2024

Club Car Wash Operating, LLC  
Attn.: Mr. Justin Barnes, Vice President of Development  
1591 E. Prathersville Road  
Columbia, Missouri 65202

**RE: Conditional Acceptance of Club Car Wash Public Improvements, Mead Crossings Subdivision, Amendment No. 2, Lot B**

Dear Mr. Barnes,

This letter is to notify you that the Public Improvements associated with the Club Car Wash Site Plan, Mead Crossings Subdivision, Amendment No. 2, Lot B, were granted Conditional Acceptance by the Town of Mead Board of Trustees on July 8, pursuant to the attached Resolution No. 56-R-2024 (the "Conditional Acceptance Resolution").

In May and June 2024, Town of Mead Staff completed inspections of the referenced public infrastructure improvements. The purpose of these inspections was to confirm completion of construction of those improvements, assess the condition of the improvements installed, and generate a punchlist detailing deficiencies requiring completion. A copy of the punchlist is attached to this letter and incorporated into the Conditional Acceptance Resolution. There are no outstanding punchlist items.

Please note that, in accordance with the Town of Mead *Design Standards and Construction Specifications*, Section 202.8.A.1.a, the two-year warranty period for the Public Improvements will begin on July 9, 2024. During the two-year warranty period, the developer shall, at developer's own expense, take all actions necessary to maintain the public improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary.

No sooner than sixty (60) days, and at least thirty (30) days, before the end of the two-year warranty period, and during the growing season (May 1 through October 31), the Developer shall request an inspection of the Public Improvements granted conditional acceptance pursuant to the Conditional



Acceptance Resolution. Once the Public Improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance of the Public Improvements by resolution of the Board of Trustees.

With respect to the collateral reduction contemplated in Section X.A. of that certain Site Plan Agreement dated June 8, 2023, and recorded on November 29, 2023, at Reception No. 4932976 in the Weld County property records ("SPA"), there are two options to accomplish the collateral reduction, outlined below:

#### OPTION 1

Developer shall replace the Cash Deposits with check numbers 27826 and 27828, both dated October 5, 2023, in the amounts of \$42,481.75 and \$90,247.37, respectively (the "Existing Public Improvements Deposits"), with **one new replacement LOC** in the form required by the SPA in the amount of **nineteen thousand nine hundred nine dollars (\$19,909.00)** (representing 15% of the aggregate face amounts of the Existing Public Improvements Deposits) and having an expiration date **not earlier than September 1, 2026** (the "Warranty LOC"). If Developer selects OPTION 1, the Developer shall proceed to have BANK MIDWEST file the Warranty LOC with the Town Engineer on or before August 15, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing Public Improvements Deposits to be released.

#### OPTION 2

At Developer's request, the Town will refund a portion of the aggregate face amounts of the Existing Public Improvements Deposits, in the amount of one hundred twelve thousand eight hundred twenty dollars and twelve cents (\$112,820.12), and the Town will retain **nineteen thousand nine hundred nine dollars (\$19,909.00)**, representing 15% of the aggregate face amounts of the Existing Public Improvements Deposits (the "Warranty DEPOSIT").

If Developer selects OPTION 2, the Developer shall file a request with the Town Engineer or designee on or before July 31, 2024 to process the refund and for the Town to retain the WARRANTY DEPOSIT funds.

At the time of Final Acceptance, the Warranty LOC (Warranty DEPOSIT, if OPTION 2 is selected) shall be released in accordance with the terms of the SPA and the *Mead Municipal Code*.



Sincerely,

A handwritten signature in black ink that reads "PE Brown".

Robyn Brown, P.E.  
Deputy Town Engineer

ATTACHMENTS:

Attachment 1 – Club Car Wash, Public Improvements Punchlist (all items completed)