



SENT VIA EMAIL to: Chuck.Hawn@centurycommunities.com

January 28, 2025

Century Land Holdings, LLC
c/o Century Communities
Attn: Mr. Chuck Hawn, Land Development Project Manager
8390 E. Crescent Pkwy, Ste 650
Greenwood Village, Colorado 80111

RE: Conditional Acceptance of Red Barn Subdivision, Filing No. 2 – Phase A2 Public Infrastructure Improvements

Dear Mr. Hawn,

This letter is to notify you that the public infrastructure improvements in Filing 2, Phase A2, of the Red Barn Subdivision, have been granted Conditional Acceptance by the Town of Mead Board of Trustees on January 27, 2025, pursuant to the attached Resolution No. 10-R-2025 (the “Conditional Acceptance Resolution”).

In November and December 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. All items have been completed and a copy of the completed punchlist is attached with this letter.

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 Phase A2 public infrastructure improvements will begin upon Town Board approval (January 27, 2025). 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, the Developer shall request an inspection of the Phase A2 public infrastructure



improvements granted conditional acceptance pursuant to the Conditional Acceptance Resolution. Once the Phase A2 public infrastructure improvements are judged by the Town to be in satisfactory condition, the Town shall grant Final Acceptance of Phase A2 by resolution of the Board of Trustees.

With respect to the collateral reduction contemplated in Section X.A. of that certain Subdivision Improvement Agreement dated February 8, 2021, and recorded on May 11, 2021, at Reception No. 4713904 of the Weld County records and assigned to Developer by that certain Assignment and Assumption of Subdivision Improvement Agreement dated June 28, 2021 and recorded on July 12, 2021 at Reception No. 4734507 of the Weld County records (together, the "SIA"), the Developer shall proceed as follows:

Developer shall post a **new LOC** in the form required by the SIA in the amount of **one hundred forty-six thousand four hundred thirty-eight and 35/100 dollars (\$146,438.35)** (which figure represents 15% of the 115% total Phase A2 cost estimate set forth in the SIA) and having an expiration date **not earlier than March 1, 2026** and containing the automatic annual renewal language required by the form LOC attached to the SIA (the "Warranty LOC"). The Developer shall proceed to have a bank/financial institution acceptable to the Town file the Warranty LOC with the Town Engineer on or before March 1, 2025.

Upon receipt of the Warranty LOC, the Town shall proceed to release/cancel any current LOC posted with the Town for the Phase A2 public infrastructure improvements.

Sincerely,

Kevin Ash, P.E.
Deputy Town Engineer

ATTACHMENTS:

Attachment 1 – Red Barn Subdivision, Filing No. 2 – Phase A2 Public Improvements –
Punchlist