

**TOWN OF MEAD, COLORADO**  
**FIRST AMENDMENT TO**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**FOR MEAD PLACE, AMENDMENT NO. 1**

This First Amendment to Subdivision Improvement Agreement (this “First Amendment”) is entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (“Town”), and **EQUINOX DEVELOPMENT LLC**, a Colorado limited liability company (referred to herein as “Developer” or “Owner”). Mead and Developer are collectively referred to as “Parties,” or occasionally in the singular as “Party.” This First Amendment shall be effective as of the date of mutual execution by the Parties. In addition, the **Mead Place Metropolitan District Nos. 1 – 12** (each a “Metro District and together the “Mead Place Districts”) have reviewed, acknowledged and agreed to the language set forth in Sections XVII.N., XVII.P., XVII.Q., and XVII.R. of this First Amendment (as specifically restated below).

**WITNESSETH:**

**WHEREAS**, the Town of Mead, Colorado and EQUINOX MEAD LLC, a Colorado limited liability company (“Equinox Mead”) entered into that certain Subdivision Improvement Agreement for Mead Place, Amendment No. 1 dated October 23, 2023 and recorded in the official records of Weld County, Colorado (“County Records”), on October 25, 2023 at Reception No. 4927623 regarding certain public and private improvements to be made in and proximate to the Mead Place, Amendment No. 1 subdivision (the “Agreement”); and

**WHEREAS**, Equinox Mead assigned the Agreement to Developer by that certain Assignment and Assumption of Subdivision Improvement Agreement dated September 3, 2024, a copy of which has been recorded in the County Records prior to the recordation of this First Amendment (the “Assignment”); and

**WHEREAS**, specifically, the Assignment was recorded on November 12, 2024 at Reception No. 4993960 of the County Records; and

**WHEREAS**, the Agreement pertains to that certain real property located within the Town and more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, as contemplated by Section I.C. of the Agreement, the current Phasing Plan for the Improvements (as that term is defined in the Agreement) is attached to the Agreement as **Exhibit D**; and

**WHEREAS**, the Developer has requested an amendment to the Phasing Plan; and

**WHEREAS**, as contemplated by Section I.A. of the Agreement, the current list of Improvements (as that term is defined in the Agreement), including the engineer’s cost estimate (ECE) associated with the Improvements is attached to the Agreement as **Exhibit B**; and

**WHEREAS**, the Developer has also requested that the ECE associated with the Improvements be updated to reflect the update/amendment to the Phasing Plan; and

**WHEREAS**, the Town Engineer and Town Manager have approved the amendment/update to the phasing plan for the Property, specifically in the form attached to this First Amendment as **Exhibit D-1** and incorporated herein ("Phasing Plan"); and

**WHEREAS**, the Town Board of Trustees considered and approved the amended/updated Phasing Plan and this First Amendment at a regular meeting held on November 25, 2024; and

**WHEREAS**, the Town and Developer desire to amend the Agreement to incorporate the updated Phasing Plan, the updated ECE for the Improvements, and to amend certain other terms and provisions of the Agreement as more particularly set forth below.

## **AMENDMENT**

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, it is agreed as follows:

**Section I. Recitals.** The foregoing recitals are true and correct and are hereby incorporated in their entirety.

**Section II. Defined Terms.** All capitalized terms used but not defined in this First Amendment will have the meanings set forth for such terms in the Agreement. All terms that are defined in this First Amendment and used in any provisions that are added to the Agreement pursuant to this First Amendment will have the meanings set forth for such terms in this First Amendment.

**Section III. Improvements and Phasing.**

- A. The schedule of Improvements attached to the Agreement as Exhibit B is replaced with the schedule of Improvements attached to this First Amendment as **Exhibit B-1**. Any reference to "Improvements" or Exhibit B in the Agreement shall be deemed to refer to **Exhibit B-1** attached to this First Amendment.
- B. The phasing plan attached to the Agreement as Exhibit D is replaced with the Phasing Plan attached to this First Amendment as **Exhibit D-1**. Any reference to "Phasing Plan" or Exhibit D in the Agreement shall be deemed to refer to **Exhibit D-1** attached to this First Amendment.

**Section IV. Amendments to Section XVII of Agreement (Special Provisions).** Section XVII of the Agreement (Special Provisions) is amended as specifically set forth below, with deletions shown in ~~strike through~~ and additions shown in **bold and underline**.

**Section XVII. Special Terms and Conditions**

Owner shall comply with the following special terms and conditions:

- A. Owner may obtain building permits for up to 5 model homes per builder (collectively, the lots upon which such model homes are built being the "Model Home Complex") in Phase 1 prior to completion of the Improvements in Phase 1, provided that adequate fire protection and all-weather emergency accesses are available to the Model Home Complex. **Updated Construction Plans, including updated water, storm sewer, and sanitary sewer phasing plans shall be submitted for Town approval prior to the issuance of any development permits for the Property to reflect the Phasing Plan attached to the First**

**Amendment to this Agreement as Exhibit D-1.** Combustible building materials will not be allowed on any, lot until fire hydrants are in service. Mountain View Fire Protection District shall have the authority to approve the fire protection and emergency accesses. As to the Model Home Complex, Owner shall submit for Mead's review and approval a request for model home building permits showing the site designated for the location of the Model Home Complex, parking, security and customer control fencing and sufficient information regarding utility services to the Model Home Complex and shall obtain a traffic variance, if required.

Upon completion of construction of the model homes, Mead may issue Temporary Certificates of Occupancy for the purpose of showing such homes to the general public and prospective purchasers, provided that Owner has completed improvements serving the Model Home Complex subject to the satisfaction of Mead.

Prior to issuance of a Final Certificate of Occupancy for a model home, the water lines and sanitary sewers shall have passed all required inspections and tests. Owner warrants and agrees that no model home shall be transferred or sold to an individual homeowner until all Improvements for Phase 1 have been completed and granted Conditional Acceptance by Mead. Final Certificates of Occupancy shall not be issued by Mead until all Improvements for Phase 1 have been completed and granted Conditional Acceptance by Mead. Owner shall provide notice of the limitations on the issuance of Certificates of Occupancy and sale of model homes contained in this subsection A to any builder or other purchaser of a lot or home that is subject to this subsection A and shall require any such builder to include the same or similar notice in closing documents involving the first subsequent purchaser (whether another builder or residential end-user).

- B. If a metropolitan district is created that affects the Property, each lot sold within the Property shall have a statement at closing signed by the purchaser acknowledging that the lot is in a metropolitan district and stating the maximum authorized debt, the current debt and mill levy for the metropolitan district.
- C. **Street Signs, Traffic Signs and Striping.** Owner shall install, at Owner'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 in accordance with Mead Standards and the current *Manual on Uniform Traffic Control Devices (MUTCD)*.
- D. **Street Lights.** The total cost of street light installation shall be the Owner's obligation. Owner shall cause, at its own expense, the provider of electric and power service to install all required street lighting and underground electrical supply pursuant to plans and specifications accepted in writing by the Town and the utility providing the service. Street lights shall be installed concurrently with the construction of the streets on which they are located.
- E. **Mailboxes.** The Owner shall coordinate with the U.S. Postal Service and bear the cost of installing cluster mailboxes for the subdivision. The cluster mailboxes shall be installed on a phase-by-phase basis with the pre-approved cluster box type, style, and quantity necessary for each development phase and installed at the various locations throughout the community as pre-approved by the U.S. Postal

Service. Mailboxes shall be owned and maintained by a homeowners' association or metropolitan district.

- F. All utility and power lines shall be installed underground. Necessary above ground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic consideration and in accordance with Town standards and regulations. Any above ground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or low fencing installed. Specifics of the screening requirements shall be reviewed at the time the permit for Landscape Improvements is issued.
- G. For each phase, Owner must complete, and Town must issue Conditional Acceptance, for all Landscape Improvements in that phase prior to issuance of any building permits for the subsequent phase, except for model home permits or as otherwise provided herein. For each phase, Landscape Improvements must be completed within one year of issuance of the first building permit for that phase or within the next growing season, whichever is later, and further subject to extension with approval by the Town Engineer. The Owner must complete and receive Conditional Acceptance of the neighborhood park from Mead prior to the issuance of the 52<sup>nd</sup> building permit in ~~Phase 2~~**Phase 1** or within one year of Conditional Acceptance of ~~Phase 2~~**Phase 1** Improvements, whichever is sooner.
- H. All water improvements shall be completed as required by LTWD to provide adequate water service to the Development. Owner must provide proof that LTWD has conditionally approved or accepted all water improvements for a particular phase prior to issuance of any building permits for the subsequent phase.
- I. Prior to commencement of construction of Phase 1 Improvements, Owner shall obtain written approval from the Colorado Department of Transportation ("CDOT") of the Construction Plans and access permits required at the intersections of State Highway 66 with Weld County Road 7 and Stage Coach Drive.
- J. Prior to commencement of construction of Phase 4 or 5 Improvements, whichever occurs first, Owner shall obtain written CDOT approval of the Construction Plans and access permit required at the intersection of State Highway 66 and Mead Place Parkway.
- K. Prior to commencement of construction of Phase 1 Improvements, Owner shall dedicate to Mead the right-of-way on the east side of Weld County Road 7 required for the construction of the traffic circle at the intersection with Mead Place Parkway.
- L. **Special Improvements.** The Owner shall construct the following Improvements and, except as provided in subsection A hereof (pertaining to the Model Home Complex), no building permit for the applicable phase shall be issued until Mead grants Conditional Acceptance of the required Improvements for that phase.
  - a. Phase 1 Improvements shall include, but are not limited to:
    - (i) All interior and adjacent streets to the lots located within Phase 1 as shown on the approved Phasing Plan, including Lincoln Avenue and Franklin Street west of Lincoln Avenue;

- (ii) The full width section for Stage Coach Drive from the intersection of State Highway 66 to the intersection with ~~Mead Place Parkway~~**Franklin Street**;
  - (iii) The north half of Mead Place Parkway from the intersection of State Highway 66 northeast to the intersection of Weld County Road 7, **including the regional trail on the north side of Mead Place Parkway**;
  - (iv) Improvements to Weld County Road 7 from State Highway 66 north to the north property limits, including the roundabout at Mead Place Parkway;
  - (v) The three (3) Highland Ditch box culverts required for the ultimate relocation of the Highland Ditch across the Property. The culverts include the extension of the culvert located at the intersection of State Highway 66 and Weld County Road 7, the required culvert crossing under Weld County Road 7 south of Mead Place Parkway, and the culvert crossing under Mead Place Parkway west of Weld County Road 7; and
  - (vi) All improvements required by CDOT along State Highway 66 required to obtain access permits to State Highway 66 for Weld County Road 7, Stage Coach Drive, and Mead Place Parkway. Improvements will include installation of acceleration and deceleration lanes coming into and leading away from the Weld County Road 7, Stage Coach Drive, and Mead Place Parkway intersections, installation of all turning lanes and striping, traffic-light modifications at the intersection of State Highway 66 and Weld County Road 7, and all other improvements required by the approved Construction Plans.
- b. Phase 2 Improvements shall include, but are not limited to:
- (i) All interior and adjacent streets to the lots located within Phase 2 as shown on the approved Phasing Plan;
  - (ii) The regional trail improvements on the west side of County Road 7 connecting to the existing regional trail at the north property line and extending south to State Highway 66 including trail connections necessary to connect to the SH 66 Grade Separated Crossing at CR 7, as generally depicted in **Exhibit F** attached hereto (the "CR 7 Trail Improvements"); **and**
  - (iii) ~~The regional trail improvements on the north side of Mead Place Parkway connecting to the Phase 1 improvements at Stage Coach Drive and extending east to the regional trail at County Road 7~~**Relocation of the open ditch section of the Highland Ditch per the approved Construction Plans.**

- c. Phase 3 Improvements shall include, but are not limited to:
  - (i) All interior and adjacent streets to the lots located within Phase 3 as shown in the approved Phasing Plan; ~~and~~
  - (ii) ~~Relocation of the open ditch section of the Highland Ditch per the approved Construction Plans.~~
- d. Phase 4 or 5, whichever occurs first, Improvements shall include, but are not limited to:
  - (i) The remaining south half of Mead Place Parkway from the intersection of State Highway 66 east to the intersection of Weld County Road 7; and
  - (ii) Regional trail improvements on the north side of State Highway 66 to be identified at time of platting of Outlot E and Outlot F, excluding the CR 7 Trail Improvements (to be completed as part of Phase 2 Improvements).

With respect to the CR 7 Trail Improvements required as part of the Phase 2 Improvements, the Owner shall grant perpetual public access easements and temporary construction easements to the Town as may be necessary to ensure the timely completion of the CR 7 Trail Improvements in the locations generally depicted in the Phasing Plan and **Exhibit F**, with such dedication and grant to be accomplished by separate instrument or by dedication on a future final plat subdividing Outlot F ("CR 7 Trail Public Access Easements"). The gross land area associated with any CR 7 Trail Public Access Easements granted to the Town for the CR 7 Trail Improvements within the boundaries of Outlot F will be credited against the eight percent (8%) park/open space reservation requirement set forth in Note 9 on Sheet 1 of the Development Plan and in Section 16-2-120 of the MMC. No development permits or building permits for any property located within the boundaries of Outlot F shall be issued until the CR 7 Trail Public Access Easements have been accepted by the Town. In addition, if some or all of the CR 7 Trail Improvements are completed by the Town prior to Owner completing same as part of the Phase 2 Improvements, the Town will invoice the Owner for the Town's actual final costs associated with the completion of the CR 7 Trail Improvements (the "CR 7 Trail Reimbursement Obligation"), and the Owner shall remit payment the full amount of the CR 7 Trail Reimbursement Obligation to the Town within forty-five (45) calendar days of receipt of invoice. The CR 7 Trail Reimbursement Obligation shall not apply to any portion of SH 66 Grade Separated Crossing at CR 7 or any temporary improvements installed by the Town as part of the CR 7 Trail Improvements that Owner is required to remove and reconstruct as part of the development of the Property. In order to minimize the portion(s) of the CR 7 Trail Improvements that Owner is required to remove and reconstruct as part of the development of the Property, the Town shall cooperate with Owner to install conduit in locations to be determined by the Town in order to reduce or eliminate the likelihood of utility conflicts in the future. The Town's costs related to installing conduit shall be included in the CR 7 Trail Reimbursement Obligation. No building permits for any development occurring within the

boundaries of Phase 2 (as shown in the Phasing Plan) shall be issued by the Town unless and until the full CR 7 Trail Reimbursement Obligation, inclusive of any interest due and owing under this Section XVII.L. has been paid by the Owner to the Town. If Owner fails to pay the CR 7 Trail Reimbursement Obligation when due, the past due amount shall accrue interest at the rate of six percent (6%) per annum, or the annual percentage rate (year over year, Q1 to Q1) set forth and referenced in CDOT's construction cost index for Colorado (<https://www.codot.gov/business/eema/constructioncostindex>), whichever is greater, until paid. For the avoidance of doubt, the penalty interest set forth in this Section XVII.L. shall begin accruing on the forty-sixth (46<sup>th</sup>) calendar day following the Town's delivery of the invoice for the CR 7 Trail Reimbursement Obligation. The Town Treasurer or designee shall be authorized to calculate the amount of interest due on the past due CR 7 Trail Reimbursement Obligation, if any, which determination shall be final.

- M. The Owner intends to relocate the Highland Ditch and is working with Highland Ditch Company on the final construction drawings and agreement for the relocation. Prior to recording the Final Plat for the Mead Place, Amendment No. 1 subdivision, the Owner shall finalize the plans for the relocation of the Highland Ditch and finalize and record any related agreement or memorandum of understanding. The Owner must complete the relocation of the Highland Ditch and secure approval for the related improvements from the Highland Ditch Company prior to the issuance of any building permit for Phase 3.
- N. In addition to all costs associated with the Owner's obligation to construct auxiliary lanes and other improvements identified as "Special Improvements" in accordance with subsection XVIII.L. hereof (such Special Improvements being the sole responsibility of the Owner, and not subject to reimbursement), in accordance with the Intergovernmental Agreement between the Town and the Mead Place Districts dated April 25, 2022 (the "Town-District IGA"), the Owner shall deposit with the Town the sum of five hundred thousand dollars (\$500,000.00) (the "Intersection Funding Obligation") as contribution towards the costs of improvements to the intersection of State Highway 66 and Weld County Road 7, including but not limited to lane-widening, safety enhancements, and signalization, as may be identified by CDOT and the Town ("Intersection Improvements"). The Owner shall pay the Intersection Funding Obligation to the Town pursuant to the following schedule:
- (i) The Owner shall pay the Town the sum of one hundred thousand dollars (\$100,000.00) within ten (10) business days of the Effective Date.
  - (ii) The Owner shall pay the remaining \$400,000.00 of the Intersection Funding Obligation in installments to the Town as invoices are received by the Town for CDOT for the Intersection Improvements and come due for payment. Following the receipt of a CDOT invoice for the Intersection Improvements, the Town shall invoice Owner for the installment to be paid under this Section XVII.N.(ii) and the Owner shall remit the installment to the Town within thirty (30) calendar days of the Town's delivery of the invoice to Owner.
  - (iii) If Owner fails to pay any installments due under Section XVII.N.(ii) above when due, the past due amount(s) shall accrue interest at

the rate of six percent (6%) per annum, or the annual percentage rate (year over year, Q1 to Q1) set forth and referenced in CDOT's construction cost index for Colorado (<https://www.codot.gov/business/eema/constructioncostindex>), whichever is greater, until paid. For the avoidance of doubt, the penalty interest set forth in this Section XVII.N.(iii) shall begin accruing on the thirty first (31<sup>st</sup>) calendar day following the Town's delivery of the applicable invoice(s) to Owner. The Town Treasurer or designee shall be authorized to calculate the amount of interest due on Intersection Funding Obligation invoices submitted to Owner under Section XVII.N.(ii) above, if any, which determination shall be final.

- (iv) No development permit or building permit for any development occurring within the boundaries of the Property, including but not limited to a grading permit for grading to occur within the boundaries of the Property, shall be issued by the Town unless and until the full Intersection Funding Obligation, inclusive of any interest due and owing under Section XVII.N.(iii) above, has been paid by the Owner to the Town.

Town shall deposit the Intersection Funding Obligation (including the initial \$100,000.00 and installments paid to the Town pursuant to Section XVII.N.(ii) above) in a segregated Town account ("Project Account") and shall thereafter separately account for same.

- O. **Sanitary Sewer Services.** The Town does not provide sanitary sewer service to the Property. Mead does not warrant the availability of sewer service from the St. Vrain Sanitation District ("SVSD") system for any phase of development. Owner shall install at Owner's sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the SVSD system to the Development, including both on-site and off-site improvements, pursuant to SVSD approved plans and specifications, including re-aligning any existing sanitary sewer line(s) as required by SVSD prior to issuance of building permits. Sanitary sewer connection and plant investment fees shall be remitted to SVSD as required. The Town shall require proof of purchase of sanitary sewer taps for the Development before any building permit is issued.
- P. **Alternative Cash Escrow (Escrow Agreement – Metro District Funds).** The Parties agree that Section VIII.A. of this Agreement requires the Owner to post Collateral with the Town in the form of a cash deposit or one or more Letters of Credit in the same form attached to this Agreement as **Exhibit C** to secure the completion of the Improvements and Landscape Improvements. The Parties further agree that for purposes of the Off-Site Public Improvements only, as specifically identified in **Exhibit B** of this Agreement, an acceptable form of cash escrow to ensure the completion of the Off-Site Public Improvements shall consist of an escrow agreement by and between the Town, the Mead Place Districts or one of the Metro Districts, and an escrow agent deemed acceptable to the Town, which escrow agreement shall be in the form attached to this Agreement as **Exhibit E**, or as may otherwise be approved by the Town Attorney (the "Escrow Agreement"). In the event that the Escrow Agreement referenced in this section



is put in place, the relevant Mead Place Districts shall be required to deposit 115% of the estimated cost of the Off-Site Public Improvements into escrow with the escrow agent designated in the Escrow Agreement in order to protect the Town against incurring costs to complete the Off-Site Public Improvements in the event they are not completed in accordance with the terms and conditions of this Agreement.

**Q. Town Step-in Rights.** In the event a default by the Owner or a Metro District, as applicable, is believed to exist, the Town will give written notice thereof to the Owner or the Metro District, as applicable, specifying the default and setting a date for administrative determination before Town Board of Trustees to determine the existence of the default. The meeting will be no less than fifteen (15) days after the receipt by Owner or the Metro District, as applicable, of the notice of default from the Town. Within thirty (30) days after such meeting, the Board of Trustees will determine whether or not a default exists and, if so, will specify a reasonable time within which the Owner or the Metro District, as applicable, will be required to cure the default. If the Board of Trustees, after notice and determination, as contemplated above, determines that a default by Owner or the Metro District, as applicable, exists, and if Owner or the Metro District, as applicable, fails to cure such default within the time specified by the Board of Trustees, the Town will be entitled to:

(i) make a draw on any Letter of Credit posted by the Owner pursuant to this Agreement for the amount reasonably determined by the Town to be necessary to cure the default in a manner consistent with the approved Construction Plans up to the amount of such Letter of Credit; or

(ii) make a draw on funds of the Metro District(s) held in the escrow account established by the Escrow Agreement (in the case of a default by a Metro District) for the amount reasonably determined by the Town to be necessary to cure the default in a manner consistent with the approved Construction Plans up to the amount available in the escrow account; or

(iii) sue the Owner or the Metro District(s), as applicable, for recovery of any amount necessary to cure the default over and above the amount available under the applicable Letter of Credit (in the case of a default by Owner) or Metro District funds held in the escrow account established by the Escrow Agreement (in the case of a default by a Metro District); or

(iv) take any action pursuant to Section XI.A. of this Agreement ("Remedies"), including but not limited to issuing a stop work order or withholding the issuance of building permits or certificates of occupancy for any structures in any phase of the Development Plan.

**R. Metro Districts' Review and Approval.** By their signature below, the Mead Place Districts hereby affirm that, in the event that the Escrow Agreement referenced in Section XVII.P. is entered into, the budgeted and appropriated funds to fund the Off-Site Public Improvements for which the Owner is seeking to utilize

the Escrow Agreement as alternative cash collateral under this Agreement shall be deposited with the escrow agent and will be maintained in a separate escrow account subject to the terms and conditions of the Escrow Agreement. A Metro District will be entitled to request and receive progress payments from such escrow account following review and approval of the progress payment requests by the Town Manager or his or her designee. As provided in the Escrow Agreement, the Town will have the unilateral right to draw on such funds if the Mead Place Districts fail to complete the Off-Site Public Improvements as required under the terms and conditions of this Agreement and the Escrow Agreement, consist with the "Town Step-In Rights" set forth in Section XVII.Q. of this Agreement.

- S. **Required Easement Vacations/Dedications.** Section II.B. of this Agreement requires Owner to acquire, at its own expense, good and sufficient rights-of-way and easements on all lands upon which the Improvements will be located and shall provide written evidence of the same to Mead. As indicated on the Development Plan, there are several easements that will need to be vacated or dedicated by separate instrument following recordation of the Development Plan, including but not limited to the following: (1) Longs Peak Water District (vacation); (2) Slater Ditch (dedication); and (3) Highland Ditch (vacation and dedication) (collectively, the "Required Easement Vacations/Dedications"). The Owner shall provide written evidence of all Required Easement Vacations/Dedications to the Town, to include a complete digital copy of each document effecting an easement vacation or dedication, including the reception number of each document in the Weld County, Colorado real property records. The Town shall withhold Conditional Acceptance of Public Improvements until such time as satisfactory evidence that the Required Easement Vacations/Dedications have been completed has been provided to the Town. Additionally, the Town shall not issue any building permits for any improvements located within the boundaries of the Property, including but not limited to any model home(s) located within the Model Home Complex, until such time as the condition set forth in this Section XVII.S. regarding the Required Easement Vacations/Dedications has been satisfied.

## **Section V. Miscellaneous.**

- A. Section Headings. The section headings in this First Amendment are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this First Amendment.
- B. Recording; Benefit. This First Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado and shall run with the land, subject to the terms of the Agreement. Developer shall pay the associated recording fee imposed by Weld County.
- C. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this First Amendment.
- D. Ratification. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its stated provisions, and is hereby ratified and re adopted by the Parties. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

- E. Counterparts. This First Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement.

This First Amendment shall be effective for all purposes upon execution by Owner/Developer, Mead and the Metro Districts.

*[Signature pages follow]*

[Signature page to First Amendment to Subdivision Improvement Agreement]

**OWNER/DEVELOPER:**

**EQUINOX DEVELOPMENT LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Don Summers, Manager

**Developer address:** 10450 E. 159<sup>th</sup> Court, Brighton, CO 80602

**STATE OF COLORADO**                    )  
  ) **ss.**  
**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Don Summers, as Manager of EQUINOX DEVELOPMENT LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Colorado

[SEAL]

[Signature page to First Amendment to Subdivision Improvement Agreement]

**TOWN OF MEAD**

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager, *authorized*  
*pursuant to Resolution No. \_\_\_\_-R-2024*

Date of execution: \_\_\_\_\_, 2024

**ATTEST:**

**REVIEWED BY:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Town Attorney

**Town address:**

Town of Mead  
c/o Town Manager  
P.O. Box 626  
Mead, CO 80542

With copy to:

Town Attorney  
c/o Michow Guckenberger McAskin LLP  
5299 DTC Blvd., Suite 300  
Greenwood Village, CO 80111

[Signature page to First Amendment to Subdivision Improvement Agreement]

**ACKNOWLEDGED AND AGREED:**

(as to Sections XVII.N., XVII.P., XVII.Q. and XVII.R. of the Agreement, as specifically restated in this First Amendment):

METRO DISTRICTS:

**MEAD PLACE METROPOLITAN DISTRICT NOS.  
1 - 12**

By: \_\_\_\_\_  
President

Name printed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Name printed: \_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

OUTLOTS A, B and C, MEAD PLACE, COUNTY OF WELD, STATE OF COLORADO, AS DESCRIBED ON THE MEAD PLACE FINAL PLAT, RECORDED WITH THE WELD COUNTY CLERK & RECORDER ON DECEMBER 3, 2015 AT RECEPTION NO. 4162823

**EXHIBIT B-1**  
**PUBLIC IMPROVEMENT**  
**ENGINEER'S COST ESTIMATE**

*[ECE prepared by Manhard Consulting dated November 6, 2024, and consisting of thirteen (13) pages is attached.]*





**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
TOWN OF MEAD COLLATERAL SUMMARY**

11/6/2024

ITEM	DESCRIPTION	
<b>SUMMARY</b>		
1	OVERALL EARTHWORK (MASS SITE GRADING)	\$1,714,592.50
2	PHASE 1 (ONSITE)	\$6,143,429.95
3	PHASE 1A (OFFSITE)	\$1,523,532.65
4	PHASE 2 (ONSITE)	\$1,410,749.85
5	PHASE 3 (ONSITE)	\$1,354,766.41
<b><u>* TOTAL 115% TOWN OF MEAD COLLATERAL</u></b>		<b><u>\$12,147,071.36</u></b>

Prepared By: Manhard Consulting  
7600 E Orchard Rd, Suite 150-N  
Greenwood Village, CO 80111

\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified Professional Engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
EARTHWORK**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					
1	MOBILIZATION	1	LUMP SUM	\$7,150.00	\$7,150.00
2	TOPSOIL STRIPPING AND STOCKPILING	129,000	CY	\$2.20	\$283,800.00
3	CLAY EXCAVATION AND EMBANKMENT	500,000	CY	\$2.40	\$1,200,000.00
<b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					<b>\$1,490,950.00</b>
<b>* TOWN OF MEAD COLLATERAL</b>					<b>\$1,490,950.00</b>
<b>* 15% OF COLLATERAL</b>					<b>\$223,642.50</b>
<b><u>* TOWN OF MEAD COLLATERAL - 115% EXCAVATION AND GRADING IMPROVEMENTS</u></b>					<b><u>\$1,714,592.50</u></b>

Prepared By: Manhard Consulting  
7600 E Orchard Rd, Suite 150-N  
Greenwood Village, CO 80111

\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified Professional Engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>A.</b>	<b>STORM SEWER IMPROVEMENTS</b>				
1	10' TYPE R INLET	8	EA	\$8,800.00	\$70,400.00
2	15' TYPE R INLET	5	EA	\$13,200.00	\$66,000.00
3	6' CDOT TYPE D INLET	1	EA	\$7,750.00	\$7,750.00
4	4' DIAMETER MANHOLE	1	EA	\$3,965.00	\$3,965.00
5	5' DIAMETER MANHOLE	12	EA	\$5,000.00	\$60,000.00
6	6' DIAMETER MANHOLE	5	EA	\$6,800.00	\$34,000.00
7	7' DIAMETER MANHOLE	5	EA	\$8,000.00	\$40,000.00
8	8' DIAMETER MANHOLE	3	EA	\$9,200.00	\$27,600.00
9	18" HDPE STORM SEWER PIPE	53	LF	\$68.00	\$3,604.00
10	18" RCP STORM SEWER PIPE	413	LF	\$68.00	\$28,084.00
11	24" RCP STORM SEWER PIPE	1,090	LF	\$90.00	\$98,100.00
12	30" RCP STORM SEWER PIPE	1,580	LF	\$110.00	\$173,800.00
13	36" RCP STORM SEWER PIPE	1,084	LF	\$136.00	\$147,424.00
14	42" RCP STORM SEWER PIPE	112	LF	\$195.00	\$21,840.00
15	48" RCP STORM SEWER PIPE	671	LF	\$215.00	\$144,265.00
16	54" RCP STORM SEWER PIPE	168	LF	\$235.00	\$39,480.00
17	18" PRECAST RCP FLARED END	2	EA	\$2,700.00	\$5,400.00
18	24" PRECAST RCP FLARED END	2	EA	\$3,200.00	\$6,400.00
19	30" PRECAST RCP FLARED END	4	EA	\$3,900.00	\$15,600.00
20	48" PRECAST RCP FLARED END	2	EA	\$5,430.00	\$10,860.00
<b>TOTAL SCHEDULE A - STORM SEWER IMPROVEMENTS</b>					<b>\$1,004,572.00</b>
<b>B.</b>	<b>DETENTION POND</b>				
1	6' CDOT TYPE D INLET	1	EA	\$7,750.00	\$7,750.00
2	4' WIDE CONCRETE TRICKLE CHANNEL (POND)	1,225	LF	\$60.00	\$73,500.00
3	4' WIDE CONCRETE TRICKLE CHANNEL (SWALE)	3,495	LF	\$60.00	\$209,700.00
4	30" RCP STORM SEWER PIPE	80	LF	\$80.00	\$6,400.00
5	48" RCP STORM SEWER PIPE	115	LF	\$130.00	\$14,950.00
6	60" RCP STORM SEWER PIPE	111	LF	\$350.00	\$38,850.00
7	24" PRECAST RCP FLARED END	1	EA	\$3,200.00	\$3,200.00
8	30" PRECAST RCP FLARED END	1	EA	\$3,900.00	\$3,900.00
9	36" HDPE STORM SEWER PIPE	77	LF	\$136.00	\$10,472.00
10	48" PRECAST RCP FLARED END	2	EA	\$5,430.00	\$10,860.00
11	60" PRECAST RCP FLARED END	1	EA	\$6,500.00	\$6,500.00
12	DETENTION POND FOREBAY	2	EA	\$19,000.00	\$38,000.00
13	DETENTION POND OUTLET STRUCTURE	1	EA	\$30,200.00	\$30,200.00
14	SIGNAGE	3	EA	\$650.00	\$1,950.00
<b>TOTAL SCHEDULE B - DETENTION IMPROVEMENTS</b>					<b>\$456,232.00</b>
<b>C.</b>	<b>SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	4" PVC SANITARY SEWER (SERVICE LATERAL)	132	EA	\$1,365.00	\$180,180.00
2	8" PVC SANITARY SEWER MAIN	5,463	LF	\$44.00	\$240,372.00
3	4" PVC UNDERDRAIN (SERVICE LATERAL)	132	EA	\$650.00	\$85,800.00
4	6" PVC UNDERDRAIN	4,896	LF	\$32.00	\$156,672.00
5	4' DIAMETER MANHOLES	30	EA	\$3,900.00	\$117,000.00
<b>TOTAL SCHEDULE C - SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$780,024.00</b>

**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>D.</b>	<b>WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	5/8" PVC WATER SERVICE	132	EA	\$2,400.00	\$316,800.00
2	8" PVC WATER MAIN	6,477	LF	\$35.00	\$226,695.00
3	8" - 11.25 DEGREE BENDS	14	EA	\$600.00	\$8,400.00
4	8" - 22.5 DEGREE BENDS	12	EA	\$600.00	\$7,200.00
5	8" - 45 DEGREE BENDS	44	EA	\$600.00	\$26,400.00
6	6" GATE VALVE AND BOX	12	EA	\$2,000.00	\$24,000.00
7	8" GATE VALVE AND BOX	34	EA	\$2,000.00	\$68,000.00
8	8" X 8" X 8" TEE	14	EA	\$1,525.00	\$21,350.00
9	8" X 8" X 6" TEE	12	EA	\$1,525.00	\$18,300.00
10	8" X 8" CROSS	2	EA	\$1,625.00	\$3,250.00
11	FIRE HYDRANT ASSEMBLY	13	EA	\$6,050.00	\$78,650.00
12	16" WATER MAIN STEEL CASING	84	LF	\$175.00	\$14,700.00
13	AIR VAC ASSEMBLY	9	EA	\$6,050.00	\$54,450.00
14	8" PLUG WITH BLOW OFF	4	EA	\$2,500.00	\$10,000.00
<b>TOTAL SCHEDULE D - WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$878,195.00</b>
<b>E.</b>	<b>ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT 4" over 10"	21,565	SY	\$33.00	\$711,645.00
2	LOCAL MOUNTABLE CURB AND GUTTER	7,871	LF	\$26.50	\$208,581.50
3	DIAGONAL ADA RAMPS	24	EA	\$2,475.00	\$59,400.00
4	MID-BLOCK ADA RAMPS	10	EA	\$2,035.00	\$20,350.00
5	CONCRETE CROSSPAN	214	SY	\$99.00	\$21,186.00
6	5' WIDE CONCRETE SIDEWALK	67,160	SF	\$5.25	\$352,590.00
7	8' WIDE CONCRETE TRAIL	46,192	SF	\$6.00	\$277,152.00
8	SIGNAGE	12	EA	\$650.00	\$7,800.00
<b>TOTAL SCHEDULE E - ROADWAY IMPROVEMENTS</b>					<b>\$1,658,704.50</b>

**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>F.</b>	<b>MEAD PLACE PARKWAY PHASE 1 IMPROVEMENTS*</b>				
<b>F.1</b>	<b>MEAD PLACE PARKWAY PHASE 1 STORM SEWER IMPROVEMENTS</b>				
1	10' TYPE R INLET	2	EA	\$8,800.00	\$17,600.00
2	15' TYPE R INLET	2	EA	\$13,200.00	\$26,400.00
3	5' DIAMETER MANHOLE	13	EA	\$5,000.00	\$65,000.00
4	6' DIAMETER MANHOLE	2	EA	\$6,800.00	\$13,600.00
5	8' DIAMETER MANHOLE	1	EA	\$10,355.00	\$10,355.00
6	18" RCP STORM SEWER PIPE	312	LF	\$68.00	\$21,216.00
7	24" RCP STORM SEWER PIPE	420	LF	\$90.00	\$37,800.00
8	30" RCP STORM SEWER PIPE	350	LF	\$110.00	\$38,500.00
9	36" RCP STORM SEWER PIPE	1,166	LF	\$136.00	\$158,576.00
10	48" RCP STORM SEWER PIPE	71	LF	\$215.00	\$15,265.00
11	18" FLARED END SECTION	2	EA	\$2,700.00	\$5,400.00
12	48" FLARED END SECTION	1	EA	\$5,430.00	\$5,430.00
13	5' X 16' BOX CULVERT	120	LF	\$2,420.00	\$290,400.00
14	BOX HEADWALLS/WINGWALLS	2	EA	\$36,000.00	\$72,000.00
<b>TOTAL SCHEDULE F.1 - MEAD PLACE PARKWAY PHASE 1 STORM SEWER IMPROVEMENTS</b>					<b>\$777,542.00</b>
<b>F.2</b>	<b>MEAD PLACE PARKWAY PHASE 1 SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC SANITARY SEWER MAIN	2,494	LF	\$44.00	\$109,736.00
2	6" PVC UNDERDRAIN	1,961	LF	\$22.00	\$43,142.00
3	4' DIAMETER MANHOLES	14	EA	\$3,900.00	\$54,600.00
<b>TOTAL SCHEDULE F.2 - MEAD PLACE PARKWAY PHASE 1 SANITARY SEWER IMPROVEMENTS - NOT INCLUDED</b>					<b>\$207,478.00</b>
<b>F.3</b>	<b>MEAD PLACE PARKWAY PHASE 1 WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC WATER MAIN	1,653	LF	\$35.00	\$57,855.00
2	8" - 11.25 DEGREE BENDS	4	EA	\$600.00	\$2,400.00
3	8" GATE VALVE AND BOX	6	EA	\$2,000.00	\$12,000.00
4	8" X 8" X 8" TEE	1	EA	\$1,525.00	\$1,525.00
5	8" X 8" CROSS	1	EA	\$1,625.00	\$1,625.00
6	12" WATER MAIN STEEL CASING	120	LF	\$175.00	\$21,000.00
7	8" PLUG WITH BLOW OFF	2	EA	\$2,500.00	\$5,000.00
8	16" PVC WATER MAIN	120	LF	\$65.00	\$7,800.00
9	16" PLUG	2	EA	\$500.00	\$1,000.00
<b>TOTAL SCHEDULE F.3 - MEAD PLACE PARKWAY PHASE 1 WATER IMPROVEMENTS - NOT INCLUDED</b>					<b>\$110,205.00</b>
<b>F.4</b>	<b>MEAD PLACE PARKWAY PHASE 1 ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT- 5.5" over 10"	13,694	SY	\$39.00	\$534,066.00
2	1' CURB & GUTTER (MEDIAN)	5,670	LF	\$22.50	\$127,575.00
3	2' CURB & GUTTER	5,962	LF	\$24.75	\$147,559.50
4	DIAGONAL ADA RAMPS	28	EA	\$2,475.00	\$69,300.00
5	MID-BLOCK RAMP	12	EA	\$2,035.00	\$24,420.00
6	8' WIDE CONCRETE TRAIL	24,800	SF	\$5.50	\$136,400.00
7	SIGNAGE	7	EA	\$650.00	\$4,550.00
8	STRIPING	6,300	LF	\$1.00	\$6,300.00
	PAVEMENT MARKINGS SYMBOLS	5	EA	\$250.00	\$1,250.00
<b>TOTAL SCHEDULE F.4 - MEAD PLACE PARKWAY PHASE 1 ROADWAY IMPROVEMENTS</b>					<b>\$1,051,420.50</b>
<b>TOTAL SCHEDULE F - MEAD PLACE PARKWAY PHASE 1 IMPROVEMENTS</b>					<b>\$1,828,962.50</b>

\*This area includes the northern half of Mead Place Parkway and all utilities located within Mead Place Parkway to be constructed as a part of Phase 1.



**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>G.</b>	<b>STAGE COACH DRIVE PHASE 1 IMPROVEMENTS</b>				
<b>G.1</b>	<b>STAGE COACH DRIVE PHASE 1 STORM SEWER IMPROVEMENTS</b>				
1	5' TYPE R INLET	3	EA	\$8,800.00	\$26,400.00
2	10' TYPE R INLET	1	EA	\$13,200.00	\$13,200.00
3	18" RCP STORM SEWER PIPE	204	LF	\$68.00	\$13,872.00
4	24" RCP STORM SEWER PIPE	79	LF	\$90.00	\$7,110.00
5	30" RCP STORM SEWER PIPE	111	LF	\$110.00	\$12,210.00
6	24" FLARED END SECTION	1	EA	\$3,200.00	\$3,200.00
7	30" FLARED END SECTION	2	EA	\$3,900.00	\$7,800.00
<b>TOTAL SCHEDULE G.1 - STAGE COACH DRIVE PHASE 1 STORM SEWER IMPROVEMENTS</b>					<b>\$83,792.00</b>
<b>G.2</b>	<b>STAGE COACH DRIVE PHASE 1 SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC SANITARY SEWER MAIN	450	LF	\$44.00	\$19,800.00
2	4' DIAMETER MANHOLES	4	EA	\$5,000.00	\$20,000.00
<b>TOTAL SCHEDULE G.2 - STAGE COACH DRIVE PHASE 1 SANITARY SEWER IMPROVEMENTS - NOT INCLUDED</b>					<b>\$39,800.00</b>
<b>G.3</b>	<b>STAGE COACH DRIVE PHASE 1 WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC WATER MAIN	480	LF	\$44.00	\$21,120.00
2	16" PVC WATER MAIN	120	LF	\$65.00	\$7,800.00
3	8" - 11.25 DEGREE BENDS	3	EA	\$600.00	\$1,800.00
4	6" GATE VALVE AND BOX	1	EA	\$2,000.00	\$2,000.00
5	8" GATE VALVE AND BOX	4	EA	\$2,000.00	\$8,000.00
6	16" GATE VALVE AND BOX	2	EA	\$4,000.00	\$8,000.00
7	8" X 8" X 6" TEE	1	EA	\$1,525.00	\$1,525.00
8	8" X 8" X 8" TEE	1	EA	\$1,525.00	\$1,525.00
9	16" X 16" X 8" TEE	1	EA	\$1,925.00	\$1,925.00
10	16" PLUG WITH BLOW OFF	2	EA	\$4,000.00	\$8,000.00
<b>TOTAL SCHEDULE G.3 - STAGE COACH DRIVE PHASE 1 WATER IMPROVEMENTS - NOT INCLUDED</b>					<b>\$61,695.00</b>
<b>G.4</b>	<b>STAGE COACH DRIVE PHASE 1 ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT - 5.5" over 10"	4,800	SY	\$39.00	\$187,200.00
2	1' CURB & GUTTER (MEDIAN)	1,500	LF	\$22.50	\$33,750.00
3	2' CURB & GUTTER	1,500	LF	\$24.75	\$37,125.00
4	DIAGONAL ADA RAMPS	2	EA	\$2,475.00	\$4,950.00
5	5' WIDE CONCRETE SIDEWALK	7,750	SF	\$5.50	\$42,625.00
6	SIGNAGE	3	EA	\$650.00	\$1,950.00
7	STRIPING	1,500	LF	\$1.00	\$1,500.00
8	PAVEMENT MARKINGS SYMBOLS	3	EA	\$250.00	\$750.00
<b>TOTAL SCHEDULE G.4 - STAGE COACH DRIVE PHASE 1 ROADWAY IMPROVEMENTS</b>					<b>\$309,850.00</b>
<b>TOTAL SCHEDULE G - STAGE COACH DRIVE PHASE 1 IMPROVEMENTS</b>					<b>\$393,642.00</b>



**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
H.	<b>OFFSITE SANITARY PHASE 1 IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC SANITARY SEWER MAIN	1,647	LF	\$44.00	\$72,468.00
2	4' DIAMETER MANHOLES	7	EA	\$3,900.00	\$27,300.00
3	CONNECT TO EXISTING MANHOLE	1	EA	\$2,450.00	\$2,450.00
<b>TOTAL SCHEDULE H - OFFSITE SANITARY PHASE 1 SANITARY SEWER IMPROVEMENTS - NOT INCLUDED</b>					<b>\$102,218.00</b>
<b>* TOWN OF MEAD COLLATERAL</b>					<b>\$5,342,113.00</b>
<b>* 15% OF COLLATERAL</b>					<b>\$801,316.95</b>
<b>* TOWN OF MEAD COLLATERAL - 115% PHASE 1 IMPROVEMENTS (104 LOTS)</b>					<b><u>\$6,143,429.95</u></b>

Prepared By: Manhard Consulting  
7600 E Orchard Rd, Suite 150-N  
Greenwood Village, CO 80111

\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

\*Signage only includes stop signs

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**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1A**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>A.</b>	<b>STORM SEWER IMPROVEMENTS</b>				
1	12" RCP IRRIGATION LINE	80	LF	\$50.00	\$4,000.00
2	18" RCP STORM SEWER	47	LF	\$68.00	\$3,196.00
3	18" RCP FES	3	EA	\$2,700.00	\$8,100.00
4	5' X 16' BOX CULVERT (UNDER WCR 7)	116	LF	\$2,420.00	\$280,720.00
5	5' X 16' BOX CULVERT (EAST OF WCR 7)	114	LF	\$2,420.00	\$275,880.00
6	BOX HEADWALL/WINGWALL	4	EA	\$36,000.00	\$144,000.00
<b>TOTAL SCHEDULE A - STORM SEWER IMPROVEMENTS</b>					<b>\$715,896.00</b>
<b>B.</b>	<b>WATER IMPROVEMENTS* - NOT INCLUDED IN COLLATERAL</b>				
1	8" PVC WATER MAIN	24	LF	\$35.00	\$840.00
2	12" PVC WATER MAIN	2622	LF	\$49.00	\$128,478.00
3	SERVICE LINE CONNECTION	1	EA	\$1,000.00	\$1,000.00
4	CONNECT TO EXISTING MAIN	1	EA	\$7,500.00	\$7,500.00
5	8" GATE VALVE AND BOX	3	EA	\$2,000.00	\$6,000.00
6	12" GATE VALVE AND BOX	6	EA	\$3,000.00	\$18,000.00
7	12" X 12" X 8" TEE	3	EA	\$2,000.00	\$6,000.00
8	8" X 8" CROSS	1	EA	\$1,575.00	\$1,575.00
9	24" WATER MAIN STEEL CASING	87	LF	\$300.00	\$26,100.00
10	AIR VAC ASSEMBLY	1	EA	\$6,175.00	\$6,175.00
11	12" PLUG WITH BLOW OFF	2	EA	\$4,750.00	\$9,500.00
<b>TOTAL SCHEDULE B - WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$211,168.00</b>
* This area includes the water main in Weld County Road 7 south of the connection to existing water main at the intersection with Hunter's Cove					
<b>C.</b>	<b>ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT- 5.5" over 10"	8,360	SY	\$35.00	\$292,600.00
2	CONCRETE APPRON	470	SY	\$99.00	\$46,530.00
3	1' CURB & GUTTER (MEDIAN)	1,690	LF	\$22.50	\$38,025.00
4	2' CURB & GUTTER	2,320	LF	\$27.50	\$63,800.00
5	MOUNTABLE CURB	420	LF	\$26.50	\$11,130.00
6	DIAGONAL ADA RAMPS	4	EA	\$2,475.00	\$9,900.00
7	8' WIDE CONCRETE TRAIL	23,000	SF	\$5.50	\$126,500.00
8	SIGNAGE	13	EA	\$650.00	\$8,450.00
9	STRIPING	8,480	LF	\$1.00	\$8,480.00
10	PAVEMENT MARKINGS SYMBOLS	14	EA	\$250.00	\$3,500.00
<b>TOTAL SCHEDULE C - ROADWAY IMPROVEMENTS</b>					<b>\$608,915.00</b>





ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 1A

11/6/2024

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* TOWN OF MEAD COLLATERAL	\$1,324,811.00
* 15% OF COLLATERAL	\$198,721.65
<b>* TOWN OF MEAD COLLATERAL - 115% PHASE 1A IMPROVEMENTS (WELD COUNTY ROAD 7)</b>	<b><u>\$1,523,532.65</u></b>

Prepared By: Manhard Consulting  
7600 E Orchard Rd, Suite 150-N  
Greenwood Village, CO 80111

\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

\* Signage only includes stop signs

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**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 2**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>A.</b>	<b>STORM SEWER IMPROVEMENTS</b>				
1	10' TYPE R INLET	5	EA	\$8,800.00	\$44,000.00
2	15' TYPE R INLET	2	EA	\$13,200.00	\$26,400.00
3	4' DIAMETER MANHOLE	4	EA	\$3,965.00	\$15,860.00
4	5' DIAMETER MANHOLE	4	EA	\$5,000.00	\$20,000.00
5	23" RCP ELLIPTICAL STORM SEWER PIPE	87	LF	\$225.00	\$19,575.00
6	18" RCP STORM SEWER PIPE	1,100	LF	\$68.00	\$74,800.00
7	24" RCP STORM SEWER PIPE	140	LF	\$90.00	\$12,600.00
8	24" PRECAST RCP FLARED END	2	EA	\$3,200.00	\$6,400.00
<b>TOTAL SCHEDULE A - STORM SEWER IMPROVEMENTS</b>					<b>\$219,635.00</b>
<b>B.</b>	<b>SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	4" PVC SANITARY SEWER (SERVICE LATERAL)	103	EA	\$1,365.00	\$140,595.00
2	8" PVC SANITARY SEWER MAIN	4,487	LF	\$44.00	\$197,428.00
3	4" PVC UNDERDRAIN (SERVICE LATERAL)	103	EA	\$1,200.00	\$123,600.00
4	6" PVC UNDERDRAIN (combo same trench/separate trench)	3,776	LF	\$32.00	\$120,832.00
5	4' DIAMETER MANHOLES	14	EA	\$3,900.00	\$54,600.00
<b>TOTAL SCHEDULE B - SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$637,055.00</b>
<b>C.</b>	<b>WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	5/8" PVC WATER MAIN SERVICE	103	EA	\$2,400.00	\$247,200.00
2	8" PVC WATER MAIN	4,289	LF	\$35.00	\$150,115.00
3	8" - 45 DEGREE BENDS	6	EA	\$600.00	\$3,600.00
4	8" GATE VALVE AND BOX	9	EA	\$2,250.00	\$20,250.00
5	6" GATE VALVE AND BOX	17	EA	\$2,000.00	\$34,000.00
6	8" X 8" X 8" TEE	3	EA	\$2,575.00	\$7,725.00
7	8" X 8" X 6" TEE	6	EA	\$2,575.00	\$15,450.00
8	8" X 8" CROSS	3	EA	\$2,500.00	\$7,500.00
9	16" WATER MAIN STEEL CASING	21	LF	\$175.00	\$3,675.00
10	AIR VAC ASSEMBLY	6	EA	\$6,050.00	\$36,300.00
11	8" PLUG WITH BLOW OFF	4	EA	\$2,500.00	\$10,000.00
12	FIRE HYDRANT ASSEMBLY	8	EA	\$6,050.00	\$48,400.00
<b>TOTAL SCHEDULE C - WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$584,215.00</b>



ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 2

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>D.</b>	<b>ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT- 4" over 10"	13,186	SY	\$33.00	\$435,138.00
2	2' CURB & GUTTER	7,156	LF	\$24.75	\$177,111.00
3	DIAGONAL ADA RAMP	16	EA	\$2,475.00	\$39,600.00
4	MID-BLOCK RAMP	6	EA	\$2,035.00	\$12,210.00
5	CONCRETE CROSSPAN	200	SY	\$99.00	\$19,800.00
6	5' WIDE CONCRETE SIDEWALK	48,780	SF	\$5.25	\$256,095.00
7	8' WIDE CONCRETE TRAIL	10,000	SF	\$6.00	\$60,000.00
8	SIGNAGE	11	EA	\$650.00	\$7,150.00
<b>TOTAL SCHEDULE D - ROADWAY IMPROVEMENTS</b>					<b>\$1,007,104.00</b>
<b>* TOWN OF MEAD COLLATERAL</b>					<b>\$1,226,739.00</b>
<b>* 15% OF COLLATERAL</b>					<b>\$184,010.85</b>
<b>* TOWN OF MEAD COLLATERAL - 115% PHASE 2 IMPROVEMENTS (103 LOTS)</b>					<b><u>\$1,410,749.85</u></b>

Prepared By:

Manhard Consulting  
7600 E Orchard Rd, Suite 150-N  
Greenwood Village, CO 80111

\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

\*Signage only includes stop signs

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified Professional Engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 3**

11/6/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>A.</b>	<b>STORM SEWER IMPROVEMENTS</b>				
1	10' TYPE R INLET	2	EA	\$8,800.00	\$17,600.00
2	15' TYPE R INLET	3	EA	\$13,200.00	\$39,600.00
3	4' DIAMETER MANHOLE	3	EA	\$3,965.00	\$11,895.00
4	18" RCP STORM SEWER PIPE	420	LF	\$68.00	\$28,560.00
5	24" RCP STORM SEWER PIPE	533	LF	\$90.00	\$47,970.00
6	30" RCP STORM SEWER PIPE	399	LF	\$110.00	\$43,890.00
7	36" RCP STORM SEWER PIPE	453	LF	\$136.00	\$61,608.00
8	48" RCP STORM SEWER PIPE	190	LF	\$215.00	\$40,850.00
9	18" PRECAST RCP FLARED END	2	EA	\$2,700.00	\$5,400.00
<b>TOTAL SCHEDULE A - STORM SEWER IMPROVEMENTS</b>					<b>\$297,373.00</b>
<b>B.</b>	<b>SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	4" PVC SANITARY SEWER (SERVICE LATERAL)	76	EA	\$1,365.00	\$103,740.00
2	8" PVC SANITARY SEWER MAIN	3,265	LF	\$44.00	\$143,660.00
3	4" PVC UNDERDRAIN (SERVICE LATERAL)	76	EA	\$650.00	\$49,400.00
4	6" PVC UNDERDRAIN (combo shared/separate trench)	2,200	LF	\$32.00	\$70,400.00
5	4' DIAMETER MANHOLES	16	EA	\$3,900.00	\$62,400.00
<b>TOTAL SCHEDULE B - SANITARY SEWER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$429,600.00</b>
<b>C.</b>	<b>WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>				
1	8" - 11.25 DEGREE BENDS	11	EA	\$600.00	\$6,600.00
2	8" - 22.5 DEGREE BENDS	8	EA	\$600.00	\$4,800.00
3	5/8" PVC WATER MAIN SERVICE	76	EA	\$2,400.00	\$182,400.00
4	8" PVC WATER MAIN	2,858	LF	\$35.00	\$100,030.00
5	8" - 45 DEGREE BENDS	0	EA	\$600.00	\$0.00
6	8" GATE VALVE AND BOX	17	EA	\$2,000.00	\$34,000.00
7	6" GATE VALVE AND BOX	0	EA	\$2,000.00	\$0.00
8	8" X 8" X 8" TEE	14	EA	\$1,525.00	\$21,350.00
9	8" X 8" X 6" TEE	14	EA	\$1,525.00	\$21,350.00
10	8" X 8" CROSS	4	EA	\$1,625.00	\$6,500.00
11	24" WATER MAIN STEEL CASING	88	LF	\$300.00	\$26,400.00
12	AIR VAC ASSEMBLY	4	EA	\$6,050.00	\$24,200.00
13	8" PLUG WITH BLOW OFF	2	EA	\$2,500.00	\$5,000.00
14	FIRE HYDRANT ASSEMBLY	6	EA	\$6,050.00	\$36,300.00
<b>TOTAL SCHEDULE C - WATER IMPROVEMENTS - NOT INCLUDED IN COLLATERAL</b>					<b>\$468,930.00</b>



**ENGINEERS OPINIONS OF PROBABLE COST FOR SIA PURPOSES  
MEAD PLACE DEVELOPMENT  
PHASE 3**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>D.</b>	<b>ROADWAY IMPROVEMENTS</b>				
1	ASPHALT PAVEMENT- 4" over 10"	6,958	SY	\$33.00	\$229,614.00
2	1' CURB & GUTTER	3,314	LF	\$22.50	\$74,565.00
3	2' CURB & GUTTER	5,774	LF	\$27.50	\$158,785.00
4	LOCAL MOUNTABLE CURB & GUTTER	3,975	LF	\$26.50	\$105,337.50
5	DIAGONAL ADA RAMP	6	EA	\$2,475.00	\$14,850.00
6	MID-BLOCK ADA RAMP	3	EA	\$2,035.00	\$6,105.00
7	CONCRETE CROSSPAN	556	SY	\$99.00	\$55,044.00
8	5' WIDE CONCRETE SIDEWALK	23,565	SF	\$5.25	\$123,716.25
9	8' WIDE CONCRETE TRAIL	18,128	SF	\$6.00	\$108,768.00
10	SIGNAGE	6	EA	\$650.00	\$3,900.00
<b>TOTAL SCHEDULE D - ROADWAY IMPROVEMENTS</b>					<b>\$880,684.75</b>
<b>* TOWN OF MEAD COLLATERAL</b>					<b>\$1,178,057.75</b>
<b>* 15% OF COLLATERAL</b>					<b>\$176,708.66</b>
<b>* TOWN OF MEAD COLLATERAL - 115% PHASE 3 IMPROVEMENTS (104 LOTS)</b>					<b><u>\$1,354,766.41</u></b>

Prepared By:

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\* The Town of Mead Collateral value includes Grading, Stormwater, Detention, and Roadway Improvements only.

\*Signage only includes stop signs

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**EXHIBIT D-1**

**PHASING PLAN (updated)**

*[Overall Phasing Plan - Revised prepared by Manhard Consulting dated October 14, 2024, and consisting of one (1) sheet is attached]*

