



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

CERTIFICATE OF RECOMMENDATION

TO: Board of Trustees

FROM: Department of Community Development

DATE: March 11, 2014

PROJECT NAME: Haymeadow Annexation, Planned Unit Development and Subdivision

FILE NUMBERS: AN11-01 (Annexation), PUD13-02(Zoning Plan (ZP) and Development Plan (DP); S13-01(Sketch Plan (S) and Preliminary Plan (PP)); and RZ13-01

APPLICANT: Ric Newman, Abrika Properties, LLC

EXHIBITS: Exhibit A – Annexation and Development Agreement
Draft 2
Exhibit B – PUD Guide - Draft 2
Exhibit C – LERP Variance Request
Exhibit D - Planning and Zoning Commission's
Conditions of Approval
Exhibit E – Fire District letter of March 7, 2014

PUBLIC COMMENT: Exhibit 22 – School District letter, March 5, 2014

APPLICABLE SECTION(S) OF MUNICIPAL CODE: Section 4.06, Section 4.07 Section 4.11, Section 4.12 of Land Use and Development Code

GUIDING DOCUMENTS: Eagle Area Community Plan, Eagle Area Open Lands Conservation Plan, Eagle Land Use and Development Code

STAFF CONTACT: Tom Boni, Town Planner

LOCATION:

660 Acres east of the Pool and Ice Rink and north of Brush Creek Road.

REQUESTS:

1. Annexation of entire 660 acre property
2. Combined PUD Zoning Plan and Development Plan Review of 837 dwelling unit Planned Unit Development on 660 acres
3. Combined Subdivision Sketch and Preliminary Plan review of entire property with specific residential lots identified in Neighborhood A-1 planned as the first phase of this Planned Unit Development.
4. Zone Change Review of entire property from Resource (Eagle County) to Residential Planned Unit Development (Town).
5. Site Specific Development Plan Approval granting vested property rights for a 20 year period is being requested.

BACKGROUND:

Over the last four months the Trustees have reviewed a series of topics pertinent to this application including:

1. General Overview
2. PUD Guide
3. Open Space
4. Parks
5. Trails
6. Wildlife
7. Affordable Housing (LERP)
8. Geology
9. Ownership and Maintenance Matrix
10. Traffic Report/Road Improvements
11. Utilities
12. Fiscal Analysis
13. Rough Draft Metro Service Plan
14. Water Supply
15. Applicant's Response to Off Site Road Costs
16. Adequate Public Facilities
17. Phasing Plan
18. Fire District Request for Land and Impact Fees
19. Annexation Agreement
20. Neighborhood A-1 Revisions

21. Real Estate Transfer Assessment

At this seventh hearing on March 11, the following topics are scheduled:

TOPIC 1: Draft Two – Annexation and Development Agreement

TOPIC 2: Draft Two- PUD Guide

DISCUSSION:

As you are aware, we are continuing to work with the applicant on drafting the Annexation and Development Agreement and will continue through Tuesday afternoon of next week. Our intent is to get as far as we can by Tuesday evening and bring to the Board's attention at the Hearing any topics in the Agreement where we need your input. The Annexation and development Agreement attached as Exhibit A is the version updated through Friday morning.

The PUD Guide attached as Exhibit B has been revised to address the transfer of density and outdoor storage yard concerns raised at your first hearing. Further revisions have also been made to the document in an effort to make it more comprehensive.

We have also been working to ensure that all conditions referenced in the Board of Trustees Haymeadow approval in 2012 and the recommended Haymeadow conditions of the approval of the Planning Commission in November of 2013 are either addressed in the Development Plan submittal documents, the PUD Guide or the Annexation and Development Agreement. In preparing the Conditions of Approval for the Planning and Zoning Commission vote on these files in Nov. of 2013, we studied the application and carefully prepared these conditions to bring forward any of the original conditions placed on the Haymeadow Application in the original Board of Trustees action in 2012 that still needed to be addressed.

Please find attached as Exhibit D and annotated Planning and Zoning Commission's recommended conditions of approval for the combined Haymeadow PUD Application. Based on this review, there are a few items that will be need to added as most appropriate in either the PUD Guide or in the Annexation and Development Agreement. Our goal is to have all these conditions of approval addressed in one or both of these documents. We have discussed this with the Applicant and they are agreeable to all conditions placed on the file by the Planning and Zoning Commission.

STANDARDS AND REQUIREMENTS:

Relative to an evaluation of an Annexation Petition, the Trustees have considerable latitude in factors to consider and should use the Eagle Area Community Plan (Plan) as a general guide. Chapter 10 of the Plan emphasizes the need to address the need for affordable housing. Chapter 13 includes a policy that new growth pays its own way to the degree possible. The Chapter also states that the Town must be exceptionally diligent in determining what mitigation measures are appropriate when new development is approved.

PROCESS

March 11

1. PUD Guide Follow-up
2. Annexation and Development Agreement (Two)

Objectives:

- a. Final comment on PUD Guide
- b. Board direction on final terms for Annexation and Development Agreement
- c. Direction to prepare necessary resolutions and ordinances

March 25

1. Staff Certificate of Recommendation
 - a. PUD Zoning Plan and PUD Development Plan
 - b. Subdivision Sketch Plan and Subdivision Preliminary Plan
 - c. Rezoning
 - d. Annexation
2. Deliberations and Vote on all Applications

If we do not receive final comment on March 11, then the schedule will require that the Board provide final direction for the preparation of resolutions and ordinance for a vote on April 8 prior to the new trustees being sworn in.

DISCUSSION AND ANNEXATION AND DEVELOPMENT AGREEMENT

APPLICANT PRESENTATION ON THE LERP PLAN AND VARIANCE REQUEST

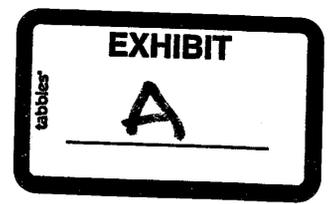
PUBLIC COMMENT:

STAFF RECOMMENDATION:

Recommend continuance of all Haymeadow files; Annexation, PUD Zoning Plan/Development Plan); Subdivision Sketch/ Preliminary Plan; and Rezoning Applications to March 5, 2014. (AN11-01, PUD13-02, S13-01, and RZ13-01) to March25.

BOARD OF TRUSTEES:

1. Public Comment
2. Questions for Applicant
3. Questions of Staff
4. Trustee Comment



**HAYMEADOW PUD
EAGLE, COLORADO**

**APPROVAL OF THIS PLAN
CREATES A VESTED
PROPERTY RIGHT
PURSUANT TO SECTION
24 -68 -103, C.R.S., AS
AMENDED**

DRAFT- V6– prepared by Ed Sands, Eagle Town Attorney – 3/7/2014

AGREEMENT RELATING TO THE ANNEXATION AND DEVELOPMENT OF PROPERTY KNOWN AS THE HAYMEADOW PARCEL A, PARCEL B AND PARCEL C ADDITIONS TO THE TOWN OF EAGLE, COLORADO, ALSO KNOWN AS THE HAYMEADOW PUD.

THIS ANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation (the "Town") whose address is P.O. Box 609, Eagle, CO 81631, and ABRICA PROPERTIES, LLC a Florida limited liability company, ("Developer") whose address is _____.

RECITALS

A. Abrika Properties LLC, owns one hundred percent (100%) of the real property described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

B. On or about _____, Developer submitted three (3) Petitions for Annexation of the Property to the Town Clerk of the Town of Eagle, Colorado (the "Annexation Petitions"); and

C. On _____, the Board of Trustees of the Town (the "Board") adopted Resolutions No. ___, ___ and ___, wherein it determined that the petitions for the proposed annexations complied with Section 31 -12 -107, C.R.S., as amended; and

D. On _____, _____, and _____, the Board conducted public hearings and on _____, 2014. The Board adopted Resolutions No. ___, ___ and ___, wherein it determined the proposed annexations comply with Sections 31-12-104 and 31-12 -105, C.R.S., as amended, or such parts thereof as may be required to establish eligibility under the terms of the Municipal Annexation Act of 1965, as amended, Sections 31-12-101, C.R.S., *et seq.*, and

E. The Property is presently zoned Resource in Eagle County; and

F. The Town and Developer desire to enter into an agreement setting forth more fully the terms of the annexation and development of the Property; and

G. Developer has submitted to the Town a proposed Subdivision Sketch Plan, Subdivision Preliminary Plan, PUD Zoning Plan and PUD Development Plan; and

H. Developer desires to develop the Property as a Planned Unit Development ("PUD") to be known as Haymeadow PUD, which shall be entitled to a total of 837 dwelling units together with accessory dwelling units ("ADUs") as permitted by the Municipal Code and as more specifically set forth in the Subdivision Sketch Plan, Subdivision Preliminary Plan, PUD Zoning Plan, and PUD Development Plan, and this Agreement (collectively referred to as the "Development Plan"); and

I. If the Property is annexed to the Town, the Town will have the authority to zone the Property and approve the subdivision of the Property in accordance with this Agreement, the Town's Master Plan, the PUD Development Plan, the Subdivision Preliminary Plan, and the applicable Town requirements and policies; and the Town will have the authority to govern development of Haymeadow in accordance with applicable State law, the Municipal Code, this Agreement, the Development Plan, and other applicable Town requirements and policies; and

J. Development of Haymeadow will require large investments in infrastructure improvements and public facilities (including off-site improvements), including, without limitation, roads, drainage facilities, water lines, wastewater lines, parks, open space, recreation facilities and municipal facilities to serve the needs of the Development and the Town. Completion of these improvements and facilities will require substantial investments by Developer and/or the "Metropolitan District" (as defined in Section 1.1) and the Town. Such investments can be supported only if there are assurances that the development of Haymeadow, once approved by the Town, will be allowed to proceed to ultimate completion as provided in this Agreement; and

K. The proposed PUD fulfills the purposes of a planned unit development as set forth in Section 4.11.020 of the Municipal Code and is in conformance with the Municipal Code and the Town's goals, policies and Master Plan, including the Eagle Area Community Plan (2010). The Town desires to annex the Property in order to provide for orderly growth in and around the Town; and

L. The legislature of the State of Colorado adopted Sections 24-68-101, *et. seq.* of the Colorado Revised Statutes (the "Vested Property Rights Statute") to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Property Rights Statute authorizes the Town to enter into development agreements with landowners providing for vesting of certain property development rights or limiting the vesting of these rights; and

M. Consistent with the Vested Property Rights Statute, Chapter 4.17 of the Municipal Code (the "Vested Property Rights Regulations") authorizes the Town to enter into development agreements with landowners and other qualified applicants providing for the vesting of property development rights or limiting the vesting of such rights; and

N. Development of the Property in accordance with this Agreement will provide for orderly growth in accordance with the policies and goals set forth in the Town's Master Plan, including the Eagle Area Community Plan (2010), ensure reasonable certainty, stability and fairness in the land use planning process, stimulate economic growth, secure the reasonable investment backed expectations of Developer, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes for which the Vested Property Rights Statute and the Vested Property Rights Regulations were enacted. In exchange for these benefits and the other benefits to the Town contemplated by this Agreement, together with the public benefits served by the orderly development of the Property, Developer desires to receive the assurance that it may proceed with development of the Property pursuant to the terms and conditions contained in this Agreement, and

O. The Town has enacted Chapter 4.14 of the Eagle Municipal Code, Assurance of Adequate Public Facilities ("APF Regulations" as defined in Section 1.1), for the purpose of adopting a program to ensure that public facilities needed to support new development meet or exceed adopted level of service ("LOS" as defined in Section 1.1) standards; to ensure that no development approval is granted or issued which would cause a reduction in the LOS for any public facilities below the adopted LOS standards approved by the Town, to ensure that adequate public facilities needed to support new development are available concurrent with the impact of such development or use, and to establish uniform procedures for the review of the adequacy of public facilities needed to service new development; and

P. The Town and Developer mutually agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town upon the Developer and its successors in connection with the acceptance and favorable action on the Developer's Annexation Petitions; the Town recognizing and reciting that such matters are necessary to protect, promote and enhance the public welfare; and

Q. The Parties agree that it is desirable for the Developer to annex the Property to the Town.

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

SECTION 1
DEFINITIONS AND GENERAL PROVISIONS

1.1. Definitions.

1.1.1. "Agreement". This Annexation and Development Agreement between Developer and the Town.

1.1.2. "Annexation Petitions". As defined in Recital B above.

1.1.3. "APF Regulations". The Town's regulations regarding assurance of adequate public facilities, as set forth in Chapter 4.14 of the Municipal Code in effect as of the Effective Date and any amendments thereto, unless otherwise provided in this Agreement.

1.1.4 "Challenge". As defined in subsection 1.4 below.

1.1.5 "Completion of Construction". Means the installation and completion of all public improvements and other required Development improvements and approved by the Town's Engineer in accordance with subsection 11.5 of this Agreement required for the entire Haymeadow Planned Unit Development.

1.1.6. "Board". The Board of Trustees of the Town of Eagle, Colorado.

1.1.7. “Declaration”. Any recorded instruments, however denominated, that create a common interest community in accordance with the Colorado Common Interest Ownership Act, including any amendments to those instruments and also including, but not limited to, plats and maps.

1.1.8. “Design Review Board”. As defined in Section 1.9 below.

1.1.9. “Design Guidelines”. The design guidelines to be prepared by Developer pursuant to the Declaration and approved by the Town, which shall establish architectural design, landscape design and site design standards for the Development.

1.1.10. “Determination of Adequacy”. The determination by the Town pursuant to the APF Regulations that each Public Facility will be available concurrent with the impacts of the proposed Development at the Existing LOS Standards as determined by the Town in connection with the approval of the PUD Development Plan and the PUD Zoning Plan, and which shall apply to all future development approvals within Haymeadow, as set forth in Section 6 of this Agreement.

1.1.11. “Developer”. Abrika Properties, LLC, a Florida limited liability company, and its successors and assigns.

1.1.12. “Development” or “Haymeadow” or “Haymeadow PUD”. The Residential Planned Unit Development project to be developed on the Property as generally described in subsection 4.1 below.

1.1.13. “Development Permit”. Means a permit processed in accordance with Chapter 4.06 of the Municipal Code in regard to multi-family developments within Haymeadow.

1.1.4. “Development Plan”. Collectively, the Subdivision Sketch Plan, dated _____; Subdivision Preliminary Plan, dated _____; PUD Zoning Plan, dated _____; and PUD Development Plan, dated _____, as finally approved by the Town Board for the Property, which together with this Agreement shall constitute "site specific development plans" establishing vested property rights in accordance with the Vested Property Rights Statute, the Vested Property Rights Regulations, and as limited by this Agreement.

1.1. 15. “Effective Date”. As defined in subsection 1.3 below.

1.1. 6. “Existing LOS Standards”. The Level of Service standards for particular Public Facilities adopted by the Town as part of its APF Regulations and in effect as of the Final Approval.

1.1. 17. “Final Approval”. As defined in subsection 1.4 below.

1.1.18 “Haymeadow LERP Housing Plan” means the plan submitted by the Developer as approved by the Town Board pursuant to Section 4.04.120 of the Municipal Code, attached hereto as Exhibit H, and incorporated herein by this reference.

1.1.19 “Legal Challenge Period”. As defined in subsection 1.4 below.

1.1.20. “LERP”. Means the Local Employee Residency Program adopted by the Town for local employee housing pursuant to Section 4.04.120 of the Municipal Code in effect as of the Effective Date, as adjusted by the Town from time to time.

1.1.21. “LERP Units”. Means those residential units subject to the LERP as modified by the Haymeadow LERP Housing Plan approved by the Town Board.

1.1.22. “LOS” or “Level of Service”. Means an indicator of the extent or degree of service provided by, or proposed to be provided by, a Public Facility based upon and related to the operational characteristics of the Public Facility or the capacity per unit of demand for each Public Facility.

1.1.23. “Metropolitan District”. The Haymeadow Metropolitan District to be created as set forth in Section 2 below. The parties acknowledge that there may be other metropolitan districts formed within Haymeadow for purposes of financing, but that the reference herein to Metropolitan District refers only to the Haymeadow Metropolitan District, which shall be the operating district for Haymeadow.

1.1.24. “Municipal Code”. Means the Eagle Municipal Code, the Town's codification of its ordinances as in effect from time to time.

1.1.25. “Party” or “Parties”. Means the Developer or the Town, and their respective successors and assigns, singularly or in combination.

1.1.26. “Property”. As defined in Recital A above.

1.1.27. “Public Facility” or “Public Facilities”. Capital improvements provided by the Town, another governmental entity, or provided by the Developer and dedicated or conveyed to the Town or another governmental entity, including, but not limited to, facilities for providing water, wastewater, fire protection, emergency services, public schools, parks and transportation facilities which are required by the APF Regulations to be adequate and available as a condition of approval by the Town of applications for Subdivision Final Plats within the Development during the Term.

1.1.28. “Public School Dedication”. The dedication of land, or cash in lieu thereof, required by the Town to be made by a developer of land proposed for residential development, pursuant to and in accordance with the formula set forth in Section 4.13.065 of the Municipal Code in effect as of the Effective Date.

1.1.29. “PUD Zoning Plan”. The first step in the Town's review of the application for PUD zoning for the Property establishing zoning, densities, uses, and their general locations within the Development, to be approved by the Town pursuant to the requirements and procedures set forth in Chapter 4.11 of the Municipal Code in effect as of the Effective Date.

1.1.30. “PUD Development Plan”. The second step in the Town's review of the application for PUD zoning for the Property, to be approved by the Town pursuant to the requirements and procedures set forth in Chapter 4.11 of the Municipal Code in effect as of the Effective Date, attached hereto as Exhibit D, and incorporated herein by this reference.

1.1.31. "PUD Guide". The PUD control document approved by the Town in conjunction with the PUD Zoning Plan and the PUD Development Plan.

1.1. 32. "Start of Construction", "Start Construction" or "Starts Construction". Means the visible commencement by the Developer or the Metropolitan District of actual, substantial, physical construction of public improvements serving lots in the first Subdivision Final Plat of the Development and, obtaining all required permits and licenses.

1.1.33. "State" means the State of Colorado.

1.1.34. "Street Improvement Fee". The fee structure adopted by the Town, as set forth in Section 4.13.185(D)(1) of the Municipal Code as of the Effective Date to ensure that the Town's street facilities needed to support new development meet or exceed the LOS standards established by the Town for public streets, as adjusted by the Town from time to time in accordance with the methodology contained in the Town of Eagle Transportation Study (1997) prepared by Matthew J. Delich, P.E.

1.1.35. "Subdivision Final Plat" means the final step in the subdivision process as further described in Section 4.12.010 (c) of the Municipal Code.

1.1.36. "Subdivision Preliminary Plan". The preliminary plan for the Property, to be approved by the Town pursuant to the requirements and procedures set forth in Chapter 4.12 of the Municipal Code in effect as of the Effective Date.

1.1.37. "Subdivision Sketch Plan". The sketch plan for the Property, to be approved by the Town pursuant to the requirements and procedures set forth in Chapter 4.12 of the Municipal Code in effect as of the Effective Date.

1.1.38. "Term". As defined in Section 1.3.

1.1.39 "Town". The Town of Eagle, Colorado, a municipal corporation.

1.1.40. "Town Board" means the Town Board of Trustees of the Town of Eagle, Colorado.

1.1.41. "Transfer Assessment" means a voluntary real estate transfer assessment as described in the Transfer Assessment Covenant.

42. "Transfer Assessment Covenant" means a declaration of covenants imposing and implementing a Transfer Assessment recorded against individual residential lots or dwelling units capable of being sold. The Transfer Assessment Covenant shall provide for exemptions substantially similar to those set forth in Exhibit M, attached hereto and incorporated herein by this reference.

1.1. 43. "Uniform, Non-Discriminatory Regulations". Collectively, Town ordinances, rules, regulations, policies and standards applicable in the same manner to all developments within the Town exceeding ten (10) single family or ten (10) multifamily units located on one (1) or more contiguous parcels of land held under the same or substantially the same ownership at the time of application for development, or to nonresidential developments containing thirteen (13) or more

equivalent units (E.Q.R.) as defined in Chapter 12.16 of the Municipal Code, on one or more contiguous parcels of land held under the same or substantially the same ownership at the time of application for development.

1.1. 44. "Vested Property Rights Regulations". Chapter 4.17 of the Municipal Code in effect as of the Effective Date.

1.1. 45. "Vested Property Rights Statute". Sections 24-68-101 et. seq., of the Colorado Revised Statutes in effect as of the Effective Date.

1.2. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall touch, attach to, and run with the land comprising the Property, and the burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided in this Agreement.

1.3. Term. This Agreement shall commence on the effective date of the Town Board ordinance or resolution approving this Agreement and zoning the Property PUD (the "Effective Date") and shall continue until the end of the fifth (5th) year from the date of Final Approval if Start of Construction does not occur during such five (5) year period, or if Start of Construction occurs during such five (5) year period, this Agreement shall continue until the Completion of Construction and the expiration of any applicable warranty periods related to public improvements constructed as part of the Development. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect (a) the annexation of the Property to the Town; (b) the PUD Development Plan, PUD Guide and the zoning of the Property as PUD; (c) any common law vested rights obtained prior to such termination and all vested property rights as stated in this Agreement; (d) any rights arising from Town permits, approvals or other entitlements for the Property or the Development which were granted or approved prior to, or concurrently with, or subsequent to the approval of this Agreement and the PUD Development Plan; (e) any responsibilities concerning the maintenance, repair or replacement of public improvements and other Development improvements. (f) the Parties rights pursuant to subsection 26.4 below.

1.4. Final Approval means the later of the following dates:

(a) The date that is thirty-one (31) days following the date of publication of the latest of the ordinances or resolutions by which the Town Board approves the PUD Development Plan, or the zoning of the Property as PUD ("Board Approval"), provided that, within such thirty-one (31) day period, (a) no legal challenge to said ordinances or resolutions have been filed by any third party, (b) the Town Board has not referred said ordinances or resolutions to a vote of the registered electors of the Town, and (c) no third party has submitted a petition for a referendum seeking to reverse or nullify any of the approvals (which subsections (a), (b), and (c) are individually referred to herein as a "Challenge" and collectively as "Challenges"; or

(b) If a referendum occurs, the date that there is a certification of election results upholding the Board Approval; or

(c) If a Challenge is filed, the date that the Town or the Developer, if applicable, prevail in the lawsuit (after all appeals have been exhausted);

1.4.1 If a Challenge is filed within three (3) years after Board Approval, this Agreement shall remain in full force and effect unless within thirty (30) days after the Parties' receipt of legal notice that such Challenge has been filed, all Parties mutually agree in writing to terminate this Agreement. If the Parties do not mutually agree in writing to terminate this Agreement within such thirty (30) day period, then all Parties shall remain bound by the terms of this Agreement during the pendency of the Challenge until a final, unappealable determination by a court, which determination is adverse to one (1) or more of the Parties, occurs (the "Legal Challenge Period"). This Agreement shall be binding upon the Parties during the Legal Challenge Period, but none of the Parties shall be obligated to perform any obligations under this Agreement other than those set forth in this subsection 1.4 and subsection 1.6 during the Legal Challenge Period, and any date or deadline contained in this Agreement shall be extended for the number of days in the Legal Challenge Period. Provided, however, any obligation of the Town to join in or remain as a party in any legal proceeding shall not be construed to be a multiple-fiscal year direct or indirect financial obligation as that term is used in Section 20 of Article X of the Colorado Constitution and shall be subject to an annual appropriation approved by the Town Board. If the Town fails to annually appropriate sufficient funds to join in or remain as a party in a legal proceeding, such Party shall not be deemed to have breached this subsection.

1.5. Zoning. Until Final Approval has been obtained, the PUD zoning of the Property shall not be effective; provided, however, the PUD Zoning Plan for the Property as adopted by the Town with conditions, pursuant to Section 4.11.040 of the Municipal Code, shall remain effective for a period of five (5) years from the Effective Date.

1.6 Cooperation in Defending Legal Challenges. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement or the PUD Development Plan, Developer, and the Town agree to cooperate in defending such action or proceeding and to bear their own expenses in connection therewith. Unless the Town, and Developer otherwise agree, each party shall select and pay its own legal counsel to represent it in connection with such action or proceeding. If any part of this Agreement is held to be invalid or of no effect by a court of competent jurisdiction, such judicial determination shall not affect any other part of this Agreement which will continue in full force and effect. If any part of this Agreement is determined by a court of competent jurisdiction to be in excess of the Town's power and authority, such part shall be unenforceable by any Party to this Agreement. In the event a judicial determination of the nature described in the two (2) immediately preceding sentences, which determination has the effect of materially and adversely impairing to a substantial degree any of the Developer's or the Town's rights expressly established pursuant to this Agreement, each Party may elect to honor this Agreement as judicially reformed, or to terminate this Agreement without liability or penalty to the Developer, or the Town in which event this Agreement shall be of no further force or effect.

1.7. Effect of Termination. If this Agreement is terminated pursuant to any provision in this Section 1 or Section 2 this Agreement shall be null and void and of no effect; and no action, claim or demand may be based on any term or provision of this Agreement. In addition, the

Parties agree to execute a mutual release or other instruments reasonably required to effectuate and give notice of such termination.

1.8. Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement may be amended or terminated only by mutual consent in writing of the Town and Developer following the public notice and public hearing procedures required for approval of this Agreement. For the purposes of any amendment to this Agreement, "Developer" shall mean only Abrika Properties, LLC and those parties, if any, to whom Abrika Properties, LLC has specifically granted, in writing, the power to enter into such amendment. An amendment to the Development Plan shall not constitute or require an amendment to this Agreement.

1.9. Issuance of Building Permits. To the extent permitted by law, the Town's Building Department shall not accept for processing or approve any application for a building permit, temporary certificate of occupancy, or certificate of occupancy for the construction or occupancy of any building or structure within the Property or the Development unless the application therefor has first been approved by the Design Review Board to be created by the property owners' association or the Developer pursuant to a Declaration (the "Design Review Board"). Such Design Review Board approval shall be evidenced by a certificate of approval executed by an officer of the Design Review Board, which certificate shall be affixed to the plans and specifications made a part of each application for a building permit. In determining whether to issue such certificate of approval, the Design Review Board shall review for conformity with the PUD Zoning Plan, the PUD Development Plan including the PUD Guide, the Design Guidelines, and applicable covenants, conditions and restrictions for construction of improvements within the Development. To the extent permitted by law, the Town's Building Department shall not issue a temporary certificate of occupancy or certificate of occupancy unless the Design Review Board has certified that a building or structure was constructed in conformity with the Design Guidelines, PUD Zoning Plan, and the PUD Development Plan including the PUD Guide. The Town and Developer agree that the documents creating and governing a property owners association for Haymeadow will include architectural and landscaping design standards reasonably acceptable to the Town and the Developer. Nothing in this Section 1.9 shall be construed to create any independent obligation on the part of the Town to any landowner within the Development, or to any other party, with respect to an application's compliance with the Declaration or Design Guidelines.

Under the Declaration to be recorded by the Developer, the property owners' association shall agree to indemnify and hold harmless the Town, its officers, agents and insurers, from and against all liability, claims and demands, including the Town's reasonable attorney's fees including legal assistant's fees and costs, which arise out of or in any manner are connected with the Town's refusal to issue a building permit if such liability, claim, or demand is alleged to be caused in whole or in part by the acts, omissions, errors, mistakes or negligence of the Design Review Board in refusing to issue a certificate of approval as set forth above.

Section 1.10. Enforcement of Design Guidelines and PUD Guide. The Design Review Board and/or Developer shall prepare a set Design Guidelines which shall govern the design and construction of all buildings within Haymeadow, including a new fire station. These Design Guidelines shall be submitted to Town of Eagle for review and approval by the Town Board

using the process identified in Section 4.06.060 of the Municipal Code for Major Development Permit Review. These Design Guidelines shall be approved and in place for any area of the Haymeadow PUD prior to the approval of any Subdivision Final Plat for that area.

The Design Review Board shall have the sole responsibility for interpreting and enforcing the Design Guidelines. The Town shall have no responsibility to interpret or enforce such Design Guidelines, and shall have no obligation to any landowner within the Development to enforce the Design Guidelines. The Design Review Board shall further have a responsibility to interpret and enforce the PUD Guide in accordance with the terms of the Declaration.

The Town shall have the independent right and responsibility to interpret and enforce the provisions of the PUD Guide and Development Plan. The Town expressly reserves the right to refuse to approve any application for a Development Permit or a building permit, temporary certificate of occupancy, a certificate of occupancy for the construction or occupancy of any building or structure within the Development if said building or structure fails to comply with the requirements of the PUD Guide, applicable Development Permit or the provisions of the applicable Subdivision Final Plat, in the Town's sole determination.

The Town may exercise the power and authority of the Design Review Board under certain circumstances as set forth in the PUD Guide. This subsection 1.10 shall not be construed as a waiver by the Developer or building permit applicant of any right to appeal, subject to the appeal rights otherwise available under the Municipal Code, the Town's building codes or otherwise applicable law, the Town's refusal to approve any such application.

1.11. Scope of this Agreement.

1.11.1. This Agreement is intended to set forth the Parties' understandings and agreements as to the annexation of the Property pursuant to the Municipal Annexation Act of 1965, as amended; as to the procedures, limitations and standards applicable to the construction of future improvements that may be installed to serve the Property; as to the responsibilities of the Parties for various costs, fees and charges; and to such other matters the Parties believe can be adequately addressed at this time.

1.11.2. Except as otherwise provided in this Agreement, this Agreement is not intended to address those matters which are more appropriately considered at the time Developer submits to the Town for its review and approval Subdivision Final Plat applications for the Property. The Developer has submitted an application to the Town for Planned Unit Development (PUD) zoning, as more specifically described in the PUD Zoning Plan and PUD Development Plan documents. Agreement by the Developer to annex the Property is expressly conditional upon the Town granting such zoning. The Town has tentatively approved such zoning conditioned upon the Property being annexed, and shall not unreasonably withhold or condition its final approval of any Development Plan document. Except as otherwise set forth in this Agreement, the Town reserves all rights to review, approve or deny any future zoning application or future Subdivision Final Plat application on any portion of the Property, in accordance with State law and the ordinances and policies of the Town then in effect.

1.11.3. It is not the intention of the Parties in any way to diminish or limit the Town's legislative, judicial, quasi-judicial or other non-delegable discretionary powers. Except as otherwise provided in this Agreement, it is not the intention of the Parties to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any items submitted by the Developer or its successors and assigns including, but not limited to, plans, drawings, reports, security documents, improvements, and conveyances. It is furthermore the expressed intention of the Parties that nothing in this Agreement shall be construed to void the rights and obligations of the Parties as set forth herein, to the extent such rights and obligations are consistent with law. The Parties expressly agree they will fully perform this Agreement.

1.11.4. The terms, conditions and criteria set forth in the Development Plan shall prevail and govern the development of Haymeadow, unless superseded by applicable provisions of the Municipal Code as expressly permitted by this Agreement. Where the Development Plan does not expressly address a specific subject, the applicable provisions of the Municipal Code shall control the development of Haymeadow, to the extent such Municipal Code provisions are not inconsistent with any express provision of the Development Plan or this Agreement. Pursuant to this Agreement and Section 24-68-105 C.R.S. in effect as of the Effective Date of this Agreement, application of such Municipal Code provisions shall not directly or indirectly have the effect of altering, impairing, preventing, diminishing, imposing a moratorium on development, delaying, or otherwise materially and adversely affecting to a substantial degree Developer's vested property rights expressly set forth in this Agreement, except as otherwise permitted under Section 24-68-105 C.R.S. Notwithstanding the foregoing, Developer and the Town acknowledge and agree that the Town's APF Regulations shall apply to each application for Subdivision Final Plat approval during the Term, as set forth in Section 6. Provisions of the Design Guidelines which are more restrictive than either the Development Plan or the Municipal Code shall prevail in any instance where there is a conflict.

SECTION 2 CONDITION SUBSEQUENT

This Agreement is conditional upon the Metropolitan District executing a document substantially similar to Exhibit ____, attached hereto and incorporated herein by this reference, whereby the Metropolitan District agrees to be bound by all applicable terms and conditions of this Agreement. If the Metropolitan District fails to execute such Joinder of Metropolitan District within sixty (60) days following the recording of the District Court's organizational Decree for the Metropolitan District (which is expected to follow the November 2014 coordinated election), the Town reserves the right to terminate this Agreement for cause upon thirty (30) days written notice to the Developer. In such event, the Town agrees to grant an application for disconnection submitted by Developer, pursuant to Section 31-12-501, C.R.S., with the exception of the land upon which the Haymaker Trail is located.

SECTION 3
ANNEXATION

3.1. Annexation. Annexation of the Property shall be in accordance with this Agreement and the Colorado Municipal Annexation Act of 1965, as amended (Sections 31-12-101, *et seq.*, C.R.S.).

3.2. Conditions Precedent. Annexation of the Property to the Town shall not be effective until the following conditions have been satisfied: (a) Developer and the Town have mutually executed and delivered this Agreement; (b) Final Approval has occurred.

3.3. Failure of Conditions. Until all of the conditions set forth in this subsection 3.2 above have been satisfied, this document shall constitute an offer by Developer and the Town to enter into this Agreement (notwithstanding the Parties' mutual execution and delivery of this document) and the annexation of the Property to the Town shall not be effective. Consequently, except as otherwise set forth in subsection 3.2 above, at any time before such conditions are satisfied, Developer may withdraw the Annexation Petitions and Developer or the Town may withdraw its offer to enter into this Agreement. If Developer withdraws the Annexation Petitions, either Party withdraws its offer to enter into this Agreement, or if Final Approval does not occur, then this Agreement shall be deemed void and of no force or effect, the Property shall be deemed not annexed to the Town, and the vested property rights described in this Agreement shall be deemed not established.

3.4. Metropolitan District Service Plan. If the Town has not adopted a resolution approving the Metropolitan District Service Plan, in accordance with applicable law, on or before June 30, 2014, then Developer shall have the right to terminate this Agreement by notice to the Town within thirty (30) days thereafter. In such event, Developer shall have the right to file an application with the Town for disconnection of the Property, with the exception of the land upon which the Haymaker Trail is located, from the Town pursuant to Section 31-12-501, C.R.S. The Town hereby determines that the best interests of the Town will not be prejudiced by the disconnection of the Property in this instance, and therefore agrees to enact an ordinance effecting such disconnection.

SECTION 4
VESTED PROPERTY RIGHTS

4.1. Permitted Uses/Design Standards. Upon zoning of the entire Property to PUD, and adoption of an ordinance approving the PUD Guide, the permitted uses of the Property, the density and intensity of use, all as more specifically described in the PUD Guide and the Development Plan, provisions for reservation or dedication of land for public purposes, the general location of roads and trails, shall be those set forth in the Development Plan and this Agreement, as amended from time to time in accordance with Section 1.8 above.

4.2. Vesting of Property Rights. Developer and the Town agree that (a) this Agreement, together with the documents constituting the Development Plan constitute an approved "site-specific development plan" as defined in the Vested Property Rights Statute and the Vested Property

Rights Regulations, and (b) the owners of the Property shall have vested property rights to undertake and complete development and use of the Property as expressly provided in this Section 4. Pursuant to Section 4.17.110 of the Municipal Code:

APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S., AS AMENDED.

4.3. Property Rights Vested. The rights identified below shall constitute the vested property rights under this Agreement and under the approval of the Development Plan:

4.3.1. The right to develop, plan and engage in certain described land uses within the Property and the Development in the manner and to the extent expressly set forth in and pursuant to this Agreement and the documents constituting the Development Plan.

4.3.2. The right to develop, plan and engage in land uses within the Development in accordance with the densities, intensity of use, and general layout expressly set forth in the documents constituting the Development Plan.

4.3.3. The right to develop the Development at the rate and at the time as market conditions dictate, subject to the terms and conditions of this Agreement, the documents constituting the Development Plan, and any subdivision improvements agreements to be entered into by the parties.

4.3.4. The maximum height, bulk and size of proposed lots and buildings and other regulations as set forth in the PUD Guide.

4.3.5. The right to receive all Town approvals necessary for development of Haymeadow in accordance with this subsection 4.3 during the Term, provided that Subdivision Final Plats and other submittals of applications for approval comply with the terms of this Agreement and all then current Uniform, Non-Discriminatory Regulations, and subject to payment of all applicable review fees.

4.3.6. The Town shall not initiate any zoning, land use or other legal or administrative action that would directly or indirectly have the effect of altering, impairing, preventing, diminishing, imposing a moratorium on development, delaying or otherwise materially and adversely impairing to a substantial degree any of the Developer's vested property rights expressly set forth in subsections 4.3.1 through 4.3.5 above, except as otherwise permitted under Section 24 -68 - 105, C.R.S., or as expressly set forth in this Agreement.

4.3.7. In accordance with Section 4.17.060(B) of the Eagle Municipal Code and Section 24-68-104(2), C.R.S. and this Agreement, the Developer shall be entitled to all rights, privileges and remedies arising under the Town's Vested Property Rights Regulations and Vested Property Rights Statute, as modified or limited by this Agreement, for a period of twenty (20) years from the date of Final Approval and as may be extended as provided in this Agreement, which the Town finds is warranted in light of all relevant circumstances including, but not limited to, the size and phasing of the Development, economic cycles, and market conditions.

4.4. Limitation of Vested Property Rights. In consideration of the Town's annexation of the Property, in consideration of the Town permitting vested property rights to accrue prior to the approval of Subdivision Final Plats for the Development, and in consideration of the Town's agreement to extend the duration of the period of vested property rights from three (3) years to twenty (20) years, the Developer agrees, as a matter of contract, pursuant to Section 4.17.070 of the Eagle Municipal Code, to waive all rights and privileges, if any, arising under the Town's Vested Property Rights Regulations and the Vested Property Rights Statute except as expressly set forth in subsections 4.3.1 through 4.3.4 of subsection 4.3. Developer states that such waiver is knowing, voluntary and made with the advice of legal counsel.

4.5. No Obligation to Develop. Developer shall have no obligation under this Agreement to develop all or any portion of the Development and shall have no liability under this Agreement to the Town or any other party for its failure to develop all or any part of the Development, unless otherwise expressly set forth in this Agreement including, without limitation, any obligations that arise out of Developer's obtaining approval of future Subdivision Final Plats within the Development. Nothing in this subsection 4.5 shall be construed as a waiver or release by the Town of its right to require Developer, in conjunction with obtaining approval of Subdivision Final Plats within the Development, to enter into subdivision improvements agreement(s) setting forth public improvements and certain private Development improvements required to be constructed by the Developer and deadlines for the construction of such improvements. Nothing in this subsection 4.5 shall be construed as a waiver or release by the Town to enforce against Developer the terms and conditions of such subdivision improvements agreement(s).

4.5.9. All payments of street improvement recapture fees, pursuant to Section 17 of this Agreement.

4.6 Payments and Obligations Non-Refundable. Notwithstanding anything to the contrary in this Agreement, the Developer understands and agrees that as a matter of condition of annexation of the Property by the Town, the following costs and obligations of Developer are final and non-refundable once paid or performed, notwithstanding Developer's development or non-development of all or any portion of the Development:

4.6.1. Pre-payment of water plant investment fees as set forth in subsection 8.5 of this Agreement;

4.6.2. Payment of \$700,000 for contribution to U.S. Highway 6 Study pursuant to subsection 10.2 of this Agreement;

4.6.3. Payment of Development Impact Fees pursuant to Section 7 of this Agreement;

4.6.4. Conveyance of water rights pursuant to subsection 8.1 of this Agreement;

4.6.5. Dedication or conveyance of schools/recreation parcel pursuant to Section 15 of this Agreement;

4.6.6. Dedication or conveyance of fire station parcel to the Greater Eagle Fire Protection District pursuant to subsection 14.3 of this Agreement;

4.6.7. Dedication or conveyance of an easement or fee simple title of Land for the Haymaker Bicycle and Pedestrian Trail;

4.6.8. All other land dedications to the Town required pursuant to this Agreement, including but not limited to, dedications of rights-of-way and easements; and

4.6.9. All payments of recapture fees, pursuant to Section 17 of this Agreement.

SECTION 5 DEVELOPMENT

5.1. General Description. The Property is comprised of approximately 660 acres of land adjacent to the Town of Eagle. The Development Plan for the Property provides for a maximum of 837 dwelling units (not including AUDs) consisting of single family units, duplex units, and multi-family units, a public school/recreation facility, a fire station, active and passive parks and recreation areas, community facilities, trails and open space on the six hundred sixty (660) acres of land.

The Planned Unit Development (PUD) is divided into two (2) residential districts. Residential District 1 consists of four (4) neighborhoods with single family, duplex and multi-family residential units. Residential District 2 consists of one (1) neighborhood for single family dwelling units not to exceed seven thousand (7,000) square feet maximum size, as further described in Exhibit D, attached hereto and incorporated herein by this reference. Recreation open space areas will consist of Tract F, a Town park, and Tract H, Trailhead Park. Three (3) open space tracts will also be created for equestrian, pedestrian and bicycle trails, lakes, ponds, reservoirs and irrigation ditches, shade shelters and picnic areas, agriculture uses and associated facilities, and other uses. Tract I will provide a site for a future fire station and related improvements. Tract G will be dedicated to the Town for possible public school and/or recreation uses.

5.2. Phasing Plan. The following provisions indicate the general intent of the Developer regarding phasing of the Project. In any event, the terms of any phasing of the Development shall be provided in the PUD Guide, and in the event of any conflict between the provisions of this Section 5.2 and the PUD Guide, the PUD Guide shall control.

5.2.1. It is anticipated that the Project will be implemented in five general phases, starting closest to the existing town center and moving up the Brush Creek valley. The first phase will include the western portion of Neighborhood A and the extensions of Sylvan Lake Road and Ouzel Lane.

5.2.2. Developer anticipates the progression of phasing will proceed to the eastern portion of Neighborhood A as the first phase of single family lots are absorbed by the market. Neighborhood A is heavily weighted with 231 multi-family dwellings. The build-out of these

multi-family dwellings may take years to complete while phasing progresses into the other neighborhoods, and there is no requirement that all of the multi-family dwellings be constructed prior to progress to other neighborhoods.

5.2.3. Thereafter, the phasing plan, as anticipated at this time, will advance from Neighborhood A to Neighborhood B and/or Neighborhood C and then sequentially on to Neighborhood D over the course of an anticipated seventeen to twenty year time frame. Provided however, the Developer shall not receive Subdivision Final Plat approval for Neighborhood D, or any part thereof, until all public improvements and other required Development improvements in Neighborhoods A, B and C have been completed and the Warranty Period for such improvements has commenced. It is the intent of the Developer to initiate phased improvements as the sales market allows, however, it is not the intent to develop and dedicate road improvements well ahead of vertical construction. It is not the intent of the Developer to have large amounts of road system in place with no associated residential development.

5.2.4. In addition, and as a specific agreement regarding the construction of the Brush Creek Road Extension, Developer has agreed that lots that will accommodate no more than 300 residential dwelling units may be platted if the Brush Creek Road Extension has not been constructed, all as more particularly described in Section 10.1 of this Agreement.

5.3. Compliance with Current Regulations. Prior to the Town approving Final Subdivision Plats and building plans for the Property, but subject to the agreements of the Town and Developer as contained in this Agreement, Developer shall meet all then current Uniform, Non-Discriminatory Regulations of the Town (including but not limited to, building, fire, plumbing, electrical and mechanical codes, public improvement design standards, the Municipal Code and other rules and regulations); submit all required plans, specifications and other information; and pay all applicable review fees. Developer states that it has reviewed all applicable zoning, subdivision, building and other development regulations and ordinances of the Town currently in effect. To the extent expressly set forth in this Agreement, Developer agrees as a matter of contract and as a condition of the Town's annexation of the Property to abide by the requirements in such regulations as they exist on the Effective Date and as they may be amended from time to time, to the extent such requirements are not inconsistent with the vested property rights expressly established pursuant to Section 4 of this Agreement or other parts of this Agreement. Provided, however, Developer does not waive its right to oppose the legislative enactment of any such regulation, including any amendment to such regulations.

5.4. Start of Construction; Completion of Construction. If the Developer elects to Start Construction, the Developer or Metropolitan District, as applicable, shall Start Construction within five (5) years from the date of Final Approval. The Developer or the Metropolitan District, as applicable, shall Complete Construction of all required on-site and off-site public improvements or restore all property disturbed by Developer and/or Metropolitan District to its original condition, or such lesser condition acceptable to the Town or any combination thereof, in the Town's sole discretion within twenty (20) years from the date of Final Approval.

SECTION 6
ADEQUATE PUBLIC FACILITIES

6.1 Determination of Adequacy. The Town hereby finds and determines that adequate Public Facilities will be available concurrent with the impacts of the proposed Development at the applicable Existing LOS Standards, conditioned only upon:

(a) Developer or Metropolitan District constructing the off-site street improvements described in Section 10 of this Agreement;

(b) Developer paying the water plant investment fees as set forth in subsection 8.5 of this Agreement;

(c) Developer constructing the Brush Creek Road Extension as set forth in subsection 10.1 of this Agreement;

(d) Developer's payment to the Town of \$700,000 for planning improvements to U.S. Highway 6 as described in subsection 10.2 of this Agreement;

(e) Construction of the Sylvan Lake Road/Meadowlark/Brush Creek Road realignment and roundabout as set forth in subsection 10.3 of this Agreement;

(f) Dedication or conveyance of the fire station parcel, Tract I, to the Greater Eagle Fire Protection District as set forth in subsection 14.3 of this Agreement;

(g) Dedication or conveyance to the Town of the school/recreation parcel to the Town as set forth in Section 13 of this Agreement; and

(h) The Town's completion of its Lower Basin Water Treatment Plant and having available a treated water supply capacity to serve the Development; and

(i) Developer paying the Street Improvement Fee as set forth in subsection 7.1 of this Agreement ("Conditional Positive Determination of Adequacy").

The parties understand that in order to provide Adequate Public Facilities for this Development and for other developments, the Town will have the responsibility to construct certain street improvements, at its sole expense, including traffic signals and auxiliary turn lanes.

In accordance with Section 14.14.040 of the Municipal Code, the Town acknowledges that it has reviewed a Public Facilities impact statement accompanying Developer's application for approval of the PUD Development Plan (the "Impact Statement"), and that the Conditional Positive Determination of Adequacy was based upon such review. The conditions set forth above are in accordance with Section 14.14.050(C) of the Municipal Code. Within thirty (30) days following the date of Final Approval as described in subsection 1.4 above, the Town Board shall reaffirm the Conditional Positive Determination of Adequacy unless the Town Board finds that between the Effective Date as described in subsection 1.3 above and the date of Final

Approval, changes have occurred that materially increase the impact from the Development on the Public Facilities.

With respect to subsection (g) above, the Town agrees and acknowledges that as soon as pre-paid water plant investment fees are paid by Developer: (i) the Town is required to provide a treated water supply adequate to serve the Development, (ii) the Town is legally obligated to construct the Lower Basin Water Treatment Plant, and (iii) the Town will obtain financing for construction of the Lower Basin Water Treatment Plant and will proceed with the bidding of the work and construction of the Lower Basin Water Treatment Plant on a timely basis with the intent of final completion of such treatment plant within three (3) years following the Town's approval of the first Subdivision Final Plat of the Development and prepayment by the Developer or District of the estimated water plant investment fees as required in subsection 8.5 of this Agreement.

6.2. Expiration of Determination of Adequacy. Unless otherwise provided herein, the Conditional Positive Determination of Adequacy as contained herein shall expire on the date that is ten (10) years after the date of Final Approval (the "DOA Period"). Notwithstanding the foregoing, (a) in the event that the Developer fails to Start Construction within five (5) years after the date of Final Approval, as set forth in subsection 1.4, the Conditional Positive Determination of Adequacy shall expire on the fifth (5th) anniversary of the date of Final Approval, or (b) in the event that a development approval sought by Developer for a portion of the Development deviates from the PUD Development Plan and this Agreement in a manner that materially increases the impact on Public Facilities (the "Increased Development Impact"), the Town may review the Conditional Positive Determination of Adequacy, in accordance with the Municipal Code, relating to such Increased Development Impact.

6.3 Future Determinations of Adequacy.

6.3.1 A Haymeadow PUD Planned Unit Development Comprehensive Development Impact Report and Public Facilities Impact Statement is being approved by the Town Board concurrently with the approval of the PUD Development Plan. Therefore, these approved statements and reports satisfy the requirements of Sections 4.07.030 and 4.14.040 of the Municipal Code, and applicants for future subdivision approvals or development permits within the Haymeadow PUD Planned Unit Development are not required to include individual Development Impact Reports (as defined in the Municipal Code) or individual Public Facilities Impact Statements (as defined in the Municipal Code), during the DOA Period, if the subdivision or development permit applications do not deviate from the approved PUD Development Plan, the PUD Guide, and this Agreement in a manner which materially increases the impacts on the Public Facilities. During the DOA Period, as part of the Town's procedures for review and final approval of any application for approval of a Subdivision Preliminary Plan, Subdivision Final Plat, approval of a Development Permit, or approval of a special use permit, the Town Board, the Town's Planning Commission established by Chapter 2.24 of the Municipal Code, or administrative staff member vested with authority to approve such application shall make a determination that the conditions described in subsection 6.1 above have been met, have not been met, or will be met concurrently with the impacts generated by the proposed Development. No other Determination of Adequacy shall be made during the DOA Period so long as the subject application does not deviate from the approved PUD Development Plan, PUD Guide and this Agreement in a manner which materially increases the impacts on the Public Facilities. The Town shall find and determine that Adequate Public Facilities exist so long as the conditions

have been met or will be met concurrently with the impacts generated by the proposed development and no deviation from the PUD Development Plan, PUD Guide, or this Agreement which materially increases the impacts has occurred. If a development application does deviate from the approved PUD Development Plan, PUD Guide or this Agreement in a manner which materially increases the impacts on the Public Facilities, the applicant shall submit an updated Public Facilities Impact Statement pursuant to subsection 4.14.040(A) of the Municipal Code which shall be reviewed by the Town in accordance with the procedures set forth in Section 4.14.060 of the Municipal Code. In making a Determination of Adequacy of Public Facilities, under such circumstances, the Town shall be entitled to use the LOS in effect as of the date the Determination of Adequacy is made.

6.3.2 In accordance with subsection 4.14.040(A) of the Municipal Code, after expiration of the DOA Period, all future applications for approval of a Subdivision Preliminary Plan, development permit or special use permit shall be accompanied by an updated Public Facilities impact statement, unless otherwise determined by the Town Planner. In accordance with Section 4.14.060 of the Municipal Code, after expiration of the DOA Period, and as part of the Town's procedures for review and final approval of any application for approval of a Subdivision Preliminary Plan, Subdivision Final Plat, approval of a development permit, or approval of a special use permit, the Town Board, the Town Planning Commission, or administrative staff member vested with authority to approve such application shall make a positive Determination of Adequacy, or make a negative Determination of Adequacy, or make a positive Determination of Adequacy with appropriate conditions. After the expiration of the DOA Period, in making a Determination of Adequacy of Public Facilities, the Town shall be entitled to use the LOS in effect as of the date the Determination of Adequacy is made.

SECTION 7 DEVELOPMENT IMPACT FEES

7.1. Development Impact Fees. The Developer expressly agrees, as a matter of contract and as a condition of the Town annexing the Property, to pay the following development impact fees. Such fees for any particular portion of development shall be paid at the time of approval of a Subdivision Final Plat for the Property, or any portion thereof, unless otherwise described herein.

7.1.1 Street Improvement Fees. The Developer shall pay Street Improvement Fees (as defined in Section 4.13.185 of the Municipal Code), including any adjustment for changes in construction costs as set forth in Section 4.13.185(K) of the Municipal Code to the Town as required at the time of each Subdivision Final Plat approval within the Development.

7.1.2 Fire Protection Impact Fees. The Developer shall pay Fire Protection Impact Fees (as defined in Section 4.13.186 of the Municipal Code) for proposed development within Neighborhood A-1, A-2 and B following approval of the first Subdivision Final Plat contained within Neighborhood A-1 upon the issuance of a building permit for construction of a fire station at the Brush Creek site. Payment of Fire Protection Impact Fees for Neighborhoods C and D shall be credited to the Developer as a consideration for advancing timing of payment of impact

fees as noted above, donation of 1.6 acres of land, and the delivery of all necessary utility services to the site..

7.1.3 Emergency Medical Impact Fees. The Developer shall pay Emergency Medical Services Impact Fees (as defined in Section 4.13.187 of the Municipal Code) including an adjustment for inflation as set forth in Section 4.13.187(K) of the Municipal Code. to the Town as required at the time of each Subdivision Final Plat approval within the Development.

7.2. Waiver of Right to Challenge Fees. Except for the offset rights of Developer contained in Section 5.6.3.2 of this Agreement, the Developer specifically acknowledges that the impact fees described in this Section 7 are reasonable and necessary to mitigate the off-site impacts generated from development or subdivision of the Property. Such acknowledgment by Developer shall be binding on any subsequent owner of the Property. The Developer hereby waives and releases any right it may have to challenge or contest such fees in any court of competent jurisdiction on the basis that such impact fees are not reasonably related in the impacts of development or subdivision of the Property. Provided, however, that such waiver and release by Developer shall not be construed as a waiver or release by Developer, or by any subsequent owner of the Property, of any cause of action or remedy, whether at law or in equity, with respect to any other or additional fee or methodology for calculation of such fee. Developer states that such release and waiver is knowing, voluntary and made with the advice of legal counsel.

SECTION 8 WATER AND WASTEWATER SERVICES

8.1 Water Rights and Water Systems:

8.1.1. Conveyance to the Town. Upon approval of the Metropolitan District Service Plan by the Town Board, Developer shall convey to the Town the water rights listed on Exhibit B, attached hereto and incorporated herein by this reference, by Special Warranty Deed (the “Water Rights”).

8.1.1. In the event the PUD is developed by separate plats, Developer and the Town shall negotiate in good faith with the Developer, property owners association or Metropolitan District to lease back from the Town a proportionate interest in the Water Rights to continue the raw water irrigation of the undeveloped land within the PUD until such time as development occurs. Such lease back for raw water irrigation may be adjusted from time to time by written agreement between the Town and Developer or its successor(s). Terms of this lease back and detailed operations of the Raw Water Irrigation System, as described below, including how historic flood irrigation shall be phased out by plat will be detailed in subsequent agreements to be drafted between the Town and Developer, property owners association or Metropolitan District, and agreed approval of first Subdivision Final Plat. Such lease back will be in the form of an agreement between the Town and Developer/property owners association or Metropolitan District and shall be executed before or at the time of final approval of the first Subdivision Final Plat.

8.1.2. Upon the conveyance of the Water Rights to the Town, the Town shall file an application with the District Court in and for Water Division No. 5 for approval of changes of the Water Rights, including but not limited to a change to alternate points of diversion for the Raw Water Irrigation System of the PUD described below, a change to municipal use/augmentation for a minimum of 160 acre-feet, and a change to the Warm Springs Ditch for irrigation of the recreation area through the Town's existing raw water system; and an augmentation plan to enable the Town to use the Water Rights within the Town's municipal water supply system. The augmentation plan will include contract storage water to be acquired by the Town from sources mutually agreed upon by Developer's and Town's water consultants. The Developer shall be responsible for all costs and fees associated with obtaining the contract and the Developer/property owners association or Metropolitan District shall pay all annual costs associated with the amount of water necessary for potable service to the PUD. The Developer shall be responsible for all costs and fees, including but not limited to engineering and attorney fees and costs, incurred by the Town associated with prosecution to completion of any water court application filed hereunder, which amount shall not exceed \$75,000.00. An initial retainer of \$20,000 toward this amount shall be paid by Developer to the Town upon the conveyance of the Water Rights to the Town, and thereafter the Town shall bill the Developer these fees and costs on a monthly basis to be paid by Developer upon the terms thereof. In the event Developer fails to pay any such invoice in a timely manner, the Town shall be entitled to all fees and costs of pursuing collection thereof, and shall be entitled to a lien therefor against any property within the Haymeadow PUD still owned by Developer. Developer covenants and agrees, that neither it, nor its successors or assigns, oppose in any water court proceeding that involves the Water Rights, but may file a "friendly" statement of opposition to insure the consistency of such applications with this Agreement and in light of Developer's interest in continued irrigation use of such rights pending completion the Development.

8.2. Provision of Treated and Irrigation Water Service

8.2.1. It is agreed by Developer and the Town that there will be no more than a total of 837 residential units on the Property, not including ADUs. Consistent with the PUD final approval, the number of units within each category below may vary so long as the water rights dedication made hereunder continues to be adequate for the uses contemplated thereunder. The total amount of water used by the Development may vary but cannot be increased by more than the amount of water conveyed to the Town by the Developer and allocated to municipal use as set forth above. Municipal treated water service will be provided by the Town for all in house domestic, institutional and public uses contingent upon construction of the water distribution system by the Developer or Metropolitan District described in subsection 8.3 below. In addition, the municipal service will provide for the following landscape irrigation:

8.2.1.1. Approximately ___ single family/duplex lots in all neighborhood districts with a total irrigation requirement not to exceed 43.3 acres. Individual irrigated lot landscaping will vary from approximately ___ square feet to ___ square feet.

8.2.1.2. A limited number of public parks and recreation lands may be irrigated through the municipal system as determined by the Town in its sole discretion.

8.2.2. A raw water irrigation system, built by Developer or the Metropolitan district and owned, operated, maintained and repaired by the Developer/property owners association/or Metropolitan District as set forth below, shall service certain landscaping irrigation, including but not limited to, parks and recreation areas, yard area within multi-family projects, fire station landscaping, open space corridor irrigation, landscaped public rights-of-way, and pasture irrigation requirements (“Raw Water Irrigation System”), for a total irrigated area not to exceed 280.5 acres unless otherwise agreed to in writing by the Town. Developer or the Metropolitan District shall submit to the Town for approval a Raw Water Irrigation Operations Plan. The areas irrigated by the Raw Water Irrigation System may be reduced or decreased during low flow stream conditions at the Town’s discretion in accordance with the obligations of the Developer under the Brush Creek Watershed Management Plan (“BCWMP”). If necessary, the BCWMP shall be amended by Town to include low flow condition protocols for operation of the Raw Water Irrigation System and shall be binding on the owner and operator of the Raw Water Irrigation System. As set forth above in subsection 8.1.1, the irrigation water necessary to serve this Raw Water Irrigation System shall be leased by the Town back to the Developer, property owners association or the Metropolitan District.

8.2.3. Upon Final Approval, completion of the required dedication of water rights, compliance with applicable regulations and legal requirements, execution of this Agreement, payment of pre-paid plant investment fees, execution of subdivision improvement agreements and the construction of the water distribution and transmission mains and lines and wastewater collection facilities for any phase or phases of the Development by Developer or the Metropolitan District, as set forth in subsection 8.3, conveyance of the same to the Town together with associated facilities and easements, and payment of plant investment fees pursuant to the Municipal Code and subsection 8.5 below, and connection charges, the Town hereby agrees to provide treated water service within the Haymeadow PUD and the treated water to be delivered by the Town pursuant to the terms of this Agreement may be used for all purposes as decreed.

8.2.4. All building permits issued for all multi-family projects, except as otherwise provided in this Agreement, shall include a provision which limits the installation of faucets, hoses, or water connections any place on the outside of any unit, or building, to a maximum of two (2) hose connections per dwelling unit or building which shall not be used for lawn irrigation purposes.

8.3. Construction of Municipal Water Distribution System. The Developer or Metropolitan District, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system (including a water storage tank) to fully service the Development as more fully set forth in this Agreement and the Development Plan, including but not limited to water mains; water storage tanks; fire hydrants; service line laterals; pipelines; and all appurtenant facilities necessary to provide treated municipal water service to the Property. This municipal water distribution system shall be constructed in accordance with all Town specifications and Uniform Non-Discriminatory Regulations and pursuant to plans that are approved by the Town prior to the commencement of construction thereof and any subsequently executed subdivision improvements agreements and shall comply with all other requirements for public improvements as set forth in this Agreement. The Town agrees to assist the Developer in

obtaining easements for water line locations across other property if necessary subject to Developer or Metropolitan District paying and all costs associated with the acquisition thereof. The design of these improvements shall be reviewed and approved by the Town with the applicable Subdivision Final Plat or other Development Permit applications. The Parties understand that it is necessary to construct the water storage tank and related distribution system improvements prior to the issuance of the first building permit for a structure in the Development.

8.4. Construction of Raw Water Irrigation Distribution System. The Developer, or the Metropolitan District, shall install, at its sole expense, a separate raw water irrigation distribution system or systems, as approved by the Town, using water diverted from Brush Creek for application on the Property in accordance with this Agreement and the phases of development approved herein, and shall include installation of a raw water system for irrigation of parks, open space, recreation sites, hay meadow, wildlife corridor, multi-family sites, and the school/recreation site as set forth above. The Raw Water Irrigation System will be constructed in phases matched to phases of the Development. Upon Developer's completion of the portions of the Raw Water Irrigation System serving a particular phase, ownership of such portion shall be transferred to the property owners association or Metropolitan District, and any service plan amendment therefor shall be approved by the Town. The parties agree that those water rights necessary for the Raw Water Irrigation System shall be leased by the Town to the Developer, property owners association or Metropolitan District, as set forth above, subject to an agreement entered into by the Parties and recorded with the Eagle County Clerk and Recorder and the Colorado Division of Water Resources providing that such water rights shall be subordinate to the Town's municipal water rights. The Developer, property owners association or the Metropolitan District, at its sole expense, shall be responsible for the ongoing maintenance and repair of all aspects of the Raw Water Irrigation Distribution System, including but not limited to: irrigation ditches, laterals, reservoirs, pumps, distribution lines, other appurtenant facilities and headgates. The lease back agreement for portions of the Water Rights for raw water irrigation will address the joint operation of any ditch headgates or other Brush Creek diversion structure by the Town, Developer, the Metropolitan District, and the homeowners association; provided however, the Town will have overall control of the headgates with respect to the amount of water used in each ditch. Until the Raw Water Distribution System is constructed, the Irrigation Water leased back by the Town to the Developer shall continue to be conveyed in its historical manner through the existing irrigation ditches located on the Property.

8.5. Water Plant Investment Fee and Prepayment of Deposit.

As a matter of contract and as a condition of the Town's Annexation of the Property, the Developer shall prepay water plant investment fees in accordance with the requirements of Section 12.13.040 of the Municipal Code.

The current plant estimated investment fees based on the approval of 837 residential units, an estimated 837 EQRs, and a plant investment fee of \$7,000 per EQR is a total of \$5,859,000. Because 60% of \$5,859,000 is greater than \$3,000,000, the maximum prepaid deposit shall be \$3,000,000 as provided in Section 12.13.040 of the Municipal Code. .

The pre-payment deposit is due at the time of Final Approval. However, in accordance with Section 12.16.040 of the Municipal Code, the Parties agree that the pre-payment deposit shall be deferred until the date of approval of the first Subdivision Final Plat unless sooner demanded by the Town, in its sole discretion. The obligation to pay such deposit upon demand shall be secured by an irrevocable letter of credit or escrow deposit in the amount of \$3,000,000 in a form approved by the Town Attorney. Developer shall deliver to the Town such performance guarantee on the date of Final Approval.

The deposit provided shall be non-refundable and shall be applied, as a credit, to the plant investment fees for individual water consuming units based on an EQR prorata basis until the \$3,000,000 has been fully credited, as follows:

$$\frac{\$7,000}{EQR} * 60\% = \frac{\$4,200}{EQR}$$

Therefore, a \$4,200 per EQR credit will be applied to the first 714.2857 EQRs on a prorata basis, which accounts for the full \$3,000,000 deposit. All subsequent EQRs shall not receive credit, and shall pay 100% of the prevailing plant investment fees.

At the time of application for any building permit for construction of any structure which will use Town water service, the property owner or authorized representative shall make application to the Town Clerk and to the Public Works Director for water service to the property for which the building permit is issued. The plant investment fee shall be assessed at the then prevailing rate applicable. The credit applied shall be applied as described above. . The balance due for any plant investment fee shall be due and payable at the same time the building permit is issued in accordance with Section 12.13.040 of the Municipal Code.

8.6. Provision of Wastewater Treatment Service. Upon annexation, and the Developer's or Metropolitan District's compliance with Section 8.7 below, the Town agrees to provide wastewater collection and treatment service to the Development upon Developer or other property owner making a written request for such service and the payment of any required plant investment fees and connection charges at the then prevailing rate as established by the Municipal Code. The Parties acknowledge that the Town has sufficient wastewater capacity to serve the Development. However, service will be made available on a first come/first served basis with other wastewater customers subject to available system treatment capacity and any prior commitments.

8.7. Construction of Wastewater Collection System. The Developer or Metropolitan District, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Development pursuant to the provisions of this Agreement, the Development Plan and the then existing provisions of the Municipal Code, the Town's Uniform

Non-Discriminatory Regulations, and subsequently executed subdivision improvements agreements. The Town agrees to assist the Developer in obtaining easements for wastewater line locations across other properties if necessary, subject to Developer or the Metropolitan District paying any and all costs associated with the acquisition thereof. The Parties acknowledge that it is necessary to construct substantial portions of the collection system improvements prior to the issuance of the first building permit for a structure in the Development. Taps will be made available by the Town on a first come/first served basis with other wastewater customers, subject to available system treatment capacity and any prior commitments. Developer will not receive any preference for or assurance of availability of wastewater service from the Town until the fees are paid as set out in this Section. Upon payment of the wastewater plant investment fees as provided in this subsection, Developer shall have a permanent reservation of wastewater plant capacity and the right to use the Town's wastewater system.

8.8. Plant Investment Fees and Related Charges-Computation and Payment. All plant investment fees for treated water service and wastewater collection and treatment service herein provided for shall be assessed utilizing the Town's then prevailing plant investment fee schedule and connection charge schedule (if any) established in the Municipal Code at the time of application for a building permit for the structure for which service is sought.

8.9. Waiver of Right to Challenge Fees. The Developer and the District's specifically acknowledge that the fees and water rights dedications described in this Section 8 are reasonable and necessary to mitigate the impacts generated from the development of the Property. Such acknowledgment by Developer and the District shall be binding on any subsequent owner of the Property. The Developer and the District hereby waive and release any right they may have to challenge or contest such fees in any court of competent jurisdiction on the basis that such fees or required dedications are not reasonably related to the impacts of development of the Property. Developer and the Districts state that such release and waiver is known, voluntary and made with the advice of legal counsel.

SECTION 9 CONSTRUCTION AND INSTALLATION OF ON-SITE IMPROVEMENTS

9.1. General Improvements. Developer will, at its sole cost and expense, design and construct all on-site improvements required by the Development Plan, PUD Guide, the Town of Eagle Municipal Code, this Agreement, and subsequent subdivision and Development Permit approvals. Such improvements may include, but are not limited to: streets, sidewalks, utilities, drainage systems, recreation trails, parks, open space improvements, fencing, irrigation systems, etc. Unless otherwise provided for in this agreement, the Development Plan or PUD Guide, the on-site improvements will be constructed in a manner and on a schedule to be determined in subsequent Subdivision and Development Permit review processes.

9.2. Perimeter Fence. Developer will, at its sole cost, design and construct a perimeter fence along the northerly and easterly boundaries of the Property. The purpose of the perimeter fence is

to prevent livestock entering the Property from adjoining lands. The perimeter fence will be designed and constructed using guidelines promulgated by the Colorado Division of Parks and Wildlife so as to be wildlife friendly. Additionally, the perimeter fence shall incorporate cattle guards or other similar devices at all approved recreation trail crossings. With the first Subdivision Final Plat application for Haymeadow, the Developer shall submit to the Town for approval a plan detailing the location, materials, and design of the perimeter fence. The Perimeter Fence will be forever owned and maintained by the Developer/property owners association or Metropolitan District.

9.3. Brush Creek Road Fence. The Developer will, at its sole cost, remove the existing fencing along Brush Creek Road (the southerly boundary of the Property) and along the westerly boundary of the Property. The parties understand that this fence will be removed in stages as the Property is developed and the land is converted from agricultural use. Removal of this fence will commence with the development of the first subdivision of the Property.

9.4. Raw Water Irrigation System to the School/Recreation Parcel. The Developer shall, at its sole cost and expense, design and construct a pressurized raw water irrigation system to the portions of the school/recreation parcel that cannot be served with the Town's existing Brush Creek Meadows non-potable irrigation system. This Raw Water Irrigation System shall be constructed with the development of the first subdivision within the Property.

9.5. Utility Service to the Fire Station Parcel. With development of the first subdivision within the Property, the Developer shall construct, at its sole cost and expense, utility services to the property line of the fire station parcel. These utilities shall include: potable water, sanitary sewer, raw water irrigation, electric, telephone, cable TV, and natural gas. Developer shall ensure that all utility service lines are adequately sized so as to be capable of serving the proposed fire station.

9.6. Recreation Path Connection to Existing Pool and Ice Rink Facility. Developer shall, at its sole cost and expense, design and construct a ten foot (10') wide asphalt paved recreation path between Neighborhood A1 and the existing Pool and Ice Rink Facility as generally depicted in the engineering drawings submitted during the PUD Development Plan and Subdivision Preliminary Plan review process and attached hereto as Exhibit E. This improvement shall be included in the public improvements included in the first Subdivision Final Plat application submitted within the Development and shall be complete and available for use by the public prior to the issuance of the first temporary certificate of occupancy for a residence in Haymeadow.

9.7. Recreation Trail or "Spine Trail". With development of the first subdivision within the Property, the Developer shall construct, at its sole cost and expense, a ten foot (10') wide asphalt paved recreation path generally paralleling Sylvan Lake Road and Ouzel Lane as depicted on Exhibit F. The Parties understand that as subsequent Neighborhoods are developed this Spine Trail will be extended eastward and will include at least one additional connection to Brush Creek Road.

9.8. Wetlands Restoration and Enhancement. With application for the first Subdivision Final Plat within the Haymeadow the Developer shall submit to the Town for approval a Wetlands Restoration and Enhancement Plan for the Property. This Plan will include a schedule of when various wetland areas will be treated as the development of the Property proceeds.

9.9. Sylvan Lake Road Extension to Brush Creek Road. Developer agrees that any subdivision or Development Permit application for Neighborhoods C and D shall include for Town review and approval an evaluation of extending Sylvan Lake Road to intersect with Brush Creek Road near the eastern boundary of the Property. Upon review of this evaluation, should the Town choose to require the extension of Sylvan Lake Road, the Developer shall construct, at its sole cost and expense, the roadway including the dedication of any right-of-way necessary for the extension.

SECTION 10

CONSTRUCTION AND INSTALLATION OF OFF- SITE PUBLIC IMPROVEMENTS

10.1. Brush Creek Road Extension. Developer shall, at its sole cost and expense, design and construct the Brush Creek Road Extension on or before the date that application is made for the 300th building permit for a dwelling unit in Haymeadow, or within five (5) years from the date of approval of the first Subdivision Final Plat within the Haymeadow, whichever occurs first. However, should there be less than 125 building permits issued within Haymeadow within five (5) years from the date of the approval of the First Subdivision Final Plat, then the Brush Creek Road Extension construction completion shall be delayed until the application for the 300th building permit for a dwelling unit in the Haymeadow is made. Unless construction of the Brush Creek Road Extension has commenced previously, the Brush Creek Road Extension will be included as a public improvement in the subdivision improvements agreement for the Subdivision Final Plat that contains the 300th unit within Haymeadow; provided, however, that no letter of credit shall be required to be posted for completion of the Brush Creek Road Extension until such time as the 200th building permit has been granted within Haymeadow. In any event, the Developer shall complete the preparation of the engineering design and construction drawings for the Brush Creek Road Extension prior to the submission for approval of the second Subdivision Final Plat application within Haymeadow or prior within three (3) years of the approval of the first Subdivision Final Plat within Haymeadow, whichever shall first occur. Any necessary right-of-way shall be acquired by the Town and/or Metropolitan District, to the extent permitted by law, at the latest within the two (2) years of the completion of the Town approved construction drawings. All permits necessary for the construction of the Brush Creek Road Extension shall be acquired within two (2) years of the completion of the Town approved construction drawings.

The Brush Creek Road Extension shall include, at a minimum: one through lane in each direction (two lanes total); auxiliary lanes at intersections as determined to be necessary pending completion of the engineering design, construction drawings, and permitting; a ten foot (10') wide detached paved recreation path generally parallel to the roadway; all necessary storm drainage improvements including outfall and water quality mitigation measures; lighting; curb and gutter as determined to be necessary pending completion of the engineering design, construction drawings, and permitting; all necessary driveway and/or parking improvements; any

necessary utility relocations; and any other improvements necessary for the safe operation, construction, and permitting of the proposed street.

10.2. Contribution to US Highway 6 Study. Developer shall pay a sum not to exceed \$700,000 to the Town to pay for the costs incurred to complete the planning for improvements to US Highway 6. The US Highway 6 Study is anticipated to cost approximately \$1,000,000. The Town shall pay for the first \$300,000 of such costs, as and when payment for same comes due. After payment of the Town's contribution, Developer will pay to the Town the amount of further invoices for such costs within thirty (30) days after they are presented to Developer for payment, either as reimbursement to the Town if the Town has already paid same, or as direct payment to the vendor. Developer shall only be liable for a total of \$700,000, and any costs of the US Highway 6 Study in excess of \$1,000,000 shall be paid by the Town without contribution from Developer. In order to secure such payment by Developer, upon Final Approval, the Developer shall deliver to the Town a performance guarantee in the amount of \$700,000 in accordance with Section 12 of this Agreement.

10.3. Sylvan Lake Road/Meadowlark/Brush Creek Road Re-alignment and Roundabout Intersection. Developer or Metropolitan District shall, at its sole cost and expense, design and construct the Sylvan Lake Road/Meadowlark/Brush Creek Road re-alignment and roundabout intersection as generally depicted in the engineering drawings submitted with the PUD Development Plan application, dated December 2013. These improvements shall be included in the public improvements to be constructed in the first Subdivision Final Plat application within the Development and shall be complete and available for use by the public prior to the issuance of the first temporary certificate of occupancy for a residence in Haymeadow.

10.4. Recreation Path Connection to Existing Pool and Ice Rink Facility. Developer shall, at its sole cost and expense, design and construct a ten foot (10') wide asphalt paved recreation path between Neighborhood A1 and the existing Pool and Ice Rink Facility as generally depicted in the engineering drawings submitted during the PUD Development Plan and Subdivision Preliminary Plan review process and attached hereto as Exhibit E, and incorporated herein by this reference. This improvement shall be included in the public improvements to be constructed in the first Subdivision Final Plat application submitted within the Development and shall be complete and available for use by the public prior to the issuance of the first temporary certificate of occupancy for a residence in Haymeadow.

SECTION 11

STANDARDS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

11.1. Construction of Improvements. In the subdivision and/or development of the Property, the Developer hereby agrees to dedicate, develop and pay for construction of all public improvements and other required Development improvements, including certain off-site improvements as provided in this Agreement, and the extension of all required utility services in accordance with any applicable subdivision improvements agreement(s), the Municipal Code and the Town's Uniform Non-Discriminatory Regulations then in effect, unless the Metropolitan District agrees to assume such responsibilities. Such improvements may include paving, grading, landscaping, curbs, streets, gutters, sidewalks, street lighting, street signs, traffic control devices, park improvements, bicycle and pedestrian paths, flood protection devices, drainage structures,

municipal water lines, mains, water storage tanks and related facilities, and wastewater collection facilities. Unless otherwise provided in any subdivision improvements agreement to be entered into by the Parties, design criteria for such improvements, as well as building sites, parking, landscaped areas and open spaces shall be subject to Town approval and shall be part of any Subdivision Final Plat application submitted and approved for the Property. All subdivision improvement agreements entered into between the Town and the Developer or Metropolitan District shall be consistent with the terms of this Agreement.

11.2. Construction Operations Plan. Prior to the approval of the first Subdivision Final Plat for development of the Property, the Developer shall submit to the Town for review and approval, and the Town shall approve, a construction operations plan for the Development. The plan shall include a plan for construction access, shall include proposed temporary interior haul roads, as necessary, hours of operation for construction, noise mitigation and reclamation standards for all surface areas disturbed by construction.

11.3. Access to Adjacent Lands. The Developer shall not submit Subdivision Final Plats for any portion of development of the Property that provide for additional public street access, not now existing, to privately held lands adjacent to the Development, without the Town's consent.

11.4. Warranty by Developer and Metropolitan District. The Developer and/or the Metropolitan District shall warrant any and all Public Improvements which it was responsible for constructing and which are conveyed or dedicated to the Town pursuant to this Agreement or the PUD Development Plan for a period of two (2) years from the date the Town's Engineer Final Acceptance (as hereinafter defined) or, if earlier, the date that the Warranty Period commences as provided in Section 11.5 below (the "Warranty Period"). Specifically, but not by way of limitation, the Developer or the District, as applicable, shall warrant the following:

11.4.1. That the title conveyed shall be good and its transfer rightful; and

11.4.2. Any and all Public Improvements conveyed shall be free from any security interest or other lien or encumbrance; and

11.4.3. Any and all Public Improvements so conveyed shall be free of any and all defects in materials or workmanship.

In addition, all other private development improvements required to be warranted pursuant to the Municipal Code, such as utility installations, parking improvements, landscaping improvements and other improvements as shown in the PUD Development Plan and accompanying plans, and approved construction drawings submitted to the Town for the Development, except for vertical improvements, buildings and structures, shall be warranted in accordance with the Municipal Code except that the Warranty Period shall be for twenty-four (24) months.

Sixty (60) days prior to the expiration of the Warranty Period, time being of the essence, the Town's Engineer shall issue a Warranty Punchlist to the Developer or the District, as applicable, indicating any defects in materials or workmanship that must be corrected prior to the expiration of the Warranty Period. In the event the Developer or the District, as applicable, fails to correct such defects prior to the end of the Warranty Period, the Town may, after all

applicable notice and cure periods, (a) exercise all equitable remedies, including an action for injunction or specific performance, or (b) obtain from the Developer or the District reimbursement of the actual out of pocket costs and expenses incurred by the Town, in excess of the amount of the performance guarantee, to correct such defects.

11.5. Approval by Town's Engineer.

11.5.1 Upon full Completion of Construction by the Developer or the District of such Public Improvements and other Development improvements, the Developer or District, as applicable, shall submit to the Town's Engineer a written request for an inspection. Upon receipt of such request, the Town's Engineer shall inspect the improvements within sixty (60) days of receipt of said written request from the Developer or the District and prepare a written document indicating any work that was not completed in conformance with the subdivision improvements agreement covering the applicable Public Improvements (the "Final Acceptance Punchlist"), which shall be provided within such 60-day period to the Developer or District, as applicable. Notwithstanding any other provision of this Agreement or any subdivision improvements agreement, in the event that the Town does not deliver the Final Acceptance Punchlist to Developer or the District, as applicable, within the 60-day period provided for in this subsection 11.5.1, then the Warranty Period shall begin on the day after the expiration of the 60-day period, without prejudice to the Town's other rights under this Section 11.5 so long as a Final Acceptance Punchlist is delivered prior to the date that is 180 days before the expiration of the Warranty Period. For purposes of clarity, notwithstanding the Town's failure to deliver the Final Acceptance Punchlist within the 60-day period, the Developer's or District's obligations under 11.5.2 and 11.5.3 shall apply upon delivery of the Final Acceptance Punchlist at least 180 days prior to the expiration of the Warranty Period, although the Warranty Period shall not be extended thereby, and Developer shall have no obligations under this Section 11.5 after the expiration of the Warranty Period.

11.5.2 Within one hundred eighty (180) days from the receipt of the Final Acceptance Punchlist, the Developer or the District, as applicable, shall make all corrections required by the Final Acceptance Punchlist. In the event the Developer or the District, as applicable, fails to complete the Final Acceptance Punchlist work within said one hundred eighty (180) day period, the Town, after all applicable notice and cure periods, may (a) exercise all equitable remedies, including an action for injunction or specific performance, or (b) obtain from the Developer or District reimbursement of the actual out of pocket costs and expenses incurred by the Town, in excess of the amount of the performance guarantee, to make such corrections.

11.5.3 Upon completing the Final Acceptance Punchlist work, the Developer or District, as applicable, shall submit to the Town's Engineer a written request for final acceptance of the completed improvements. The Town's Engineer shall then inspect said improvements and issue and deliver, within thirty (30) days of the Developer's or

District's request, as applicable, either (i) a written determination that all work has been completed ("Final Acceptance") or (ii) a revised Final Acceptance Punchlist indicating what work has not been satisfactorily completed. If the Town's Engineer shall issue and deliver a revised Final Acceptance Punchlist to the Developer or District, as applicable, within the 30-day period, the provisions of 11.5.2 and 11.5.3 shall again apply. If the Developer shall issue and deliver a Final Acceptance, then the Warranty Period shall commence, unless it has already commenced pursuant to the provisions of subsection

11.5.1, in which case the Warranty Period shall continue. Notwithstanding any other provision of this Agreement or any subdivision improvements agreement, in the event that the Town does not issue either a Final Acceptance or a revised Final Acceptance Punchlist within the 30-day period, then the Town shall be deemed to have issued a Final Acceptance for all purposes under this Agreement and the Warranty Period shall commence (unless it has already commenced, in which case it shall continue) and the Town shall be deemed to have waived any further rights under subsections 11.5.2 and 11.5.3.

11.5.4 Upon issuance of Final Acceptance, the Town's Engineer shall prepare a bill of sale for the improvements to be conveyed for review by the Town's Administrator. The Town's Administrator shall issue a written acceptance of the bill of sale within forty-five (45) days of Final Acceptance. The Developer or District, as applicable, shall execute and deliver to the Town the bill of sale within thirty (30) days after written notice from the Town that the bill of sale has been approved. In the event that the Town has not delivered a bill of sale to the Developer or District, as applicable, within one hundred eighty (180) days after Final Acceptance, then the Developer or District may, in its sole discretion, prepare and deliver a bill of sale for the improvements to the Town, and the Town shall be obligated to accept same.

11.5.5 The time required in this Section 11.5 for any obligation imposed upon the Town, Developer or the District will be extended for any delays due to reasons beyond such Party's control to which such Party's actions or inactions did not contribute, including, but not limited to, delays or nonperformance caused by natural disaster, terrorism, war, civil insurrection, riot, fire, epidemic, unavailability of or delay in receiving labor or materials not reasonably anticipated, labor shortages not reasonably anticipated, strikes, work stoppages, acts of God, governmental regulations, court orders, and fire or other casualty. Any such extension shall be for the number of calendar days that the force majeure condition shall exist.

11.6. Provision of "As Built" Drawings. Prior to final acceptance and approval of improvements as required by subsection 11.5 above, the Developer or the District, as applicable, shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all Public Improvements and utility improvements for review and approval by the Town's

Engineer at the Developer's or the District's sole cost and expense. The legal description of all utility service lines shall be prepared by a registered land surveyor at the Developer's or District's sole expense, as applicable. In addition, all reasonable expenses incurred by the Town in updating the Town's base maps shall be paid by the Developer or the District, as applicable, to the Town.

11.7. Conveyance of Public Improvements. Unless otherwise agreed by the Town, all Public Improvements constructed in accordance with this Agreement, the PUD Development Plan, any Subdivision Preliminary Plan, Subdivision Final Plat, and any applicable subdivision improvements agreement, including but not limited to, water mains, service lines, laterals, the water storage tank, fire hydrants and other water distribution facilities; all wastewater collection mains, lines, laterals and related improvements; street improvements; required sidewalks, curbs and gutters; required traffic control devices, pedestrian and bicycle trails; park improvements; and Town street lights shall be dedicated to the Town and warranted for the Warranty Period. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such Public Improvements, unless otherwise provided in this Agreement, and except for any correction work required during the Warranty Period. Upon dedication or conveyance to the Town, the Town shall be solely responsible for all electrical service charges associated with Town street lights and traffic signals so dedicated or conveyed. Further, any damage to any Public Improvement caused by the Town or other parties in connection with the maintenance thereof shall not be covered by Developer's warranty and Developer shall have no obligation to repair such items if identified on a Warranty Punchlist.

11.8. Improvements Required Prior to Issuance of Building Permits and Temporary Certificates of Occupancy. All improvements required by the Municipal Code, and as otherwise required by this Agreement, or as required by subsequent subdivision or development approval documents must be complete prior to the issuance of building permits and temporary certificates of occupancy. All improvements required by the Municipal Code for issuance of a certificate of occupancy shall be required for the issuance of temporary certificates of occupancy within the Development, and as otherwise required by this Agreement, or as required by subsequent subdivision or development approval documents.

SECTION 12 PERFORMANCE GUARANTEES

12.1. Public Improvements and Other Required Development Improvements. In accordance with subsection 4.06.010(F) of the Municipal Code, in order to secure the construction and installation of the Public Improvements which will be dedicated and conveyed to the Town, the Developer or District, as applicable, shall furnish the Town with one (1) or more of the following:

12.1.1. A cash deposit in the amount equal to one hundred ten percent (110%) of the estimated costs to construct the Public Improvements that will be dedicated to the Town, pursuant to an escrow and disbursement agreement reasonably approved by the Town's Attorney; or

12.1.2. An irrevocable standby letter of credit in an amount equal to one hundred ten percent (110%) of the estimated costs to construct said Public Improvements that will be dedicated to the Town, in a form approved by the Town's Attorney; or

12.1.3. A performance bond from a surety licensed in the State of Colorado in an amount equal to one hundred ten percent (110%) of the estimated costs to construct said Public Improvements that will be dedicated to the Town, in a form approved by the Town's Attorney; or

12.1.4. Such other security as may be satisfactory to the Town's Attorney.

12.2. Reduction in Security. Upon Completion of Construction of the Public Improvements, approval by the Town's Engineer of the Final Acceptance Punchlist work as described in subsection 11.4 above, and immediately upon acceptance of the bill of sale for any such improvements by the Town's Administrator as further described in subsection 11.4, the Developer or District as applicable, shall provide the Town with a letter of credit or warranty surety bond in the amount of ten percent (10%) of the approved actual cost of such improvements to secure the twenty-four (24) month warranty for such improvements as set forth in subsection 11.4 above. Following expiration of the Warranty Period and following the Town's Engineer's approval of any correction work, the letter of credit or performance surety bond furnished to the Town shall be released by the Town.

12.3. Delivery of Performance Guarantee by Developer and/or District. In order to secure the construction and installation of the Public Improvements and any required Development Improvements as described in this Agreement, the PUD Development Plan, any Subdivision Preliminary Plan, any Subdivision Final Plat and any subdivision improvements agreement which the Developer or District is responsible, Developer or the District, as applicable, shall furnish the Town with a performance guarantee as described in subsection 12.1 above. Neither the Developer nor the District shall commence any Development work until the performance guarantee is furnished to the Town.

12.4. Letter of Credit Standards; Payment Upon Default. In the event the Developer or the District, as applicable, elects to furnish a letter of credit as a performance guarantee, the initial letter of credit shall be payable at sight to the Town, or its designee, and will bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer or the District, as applicable, shall renew such letter of credit as necessary in order to secure the performance and completion of the Public Improvements and other required Development improvements, for which the Developer or the District is responsible in accordance with this Agreement, without further notice from the Town. If the Developer or the District, as applicable, fails to provide to the Town a satisfactory substitute letter of credit at least thirty (30) days prior to the expiration date of a letter of credit previously delivered, the Town may draw the full amount of the existing letter of credit and hold the proceeds thereof as a performance guarantee deposit. The proceeds of such draw shall be deposited in a federally insured interest bearing account, and all interest earned thereon shall be added to and become part of the performance guarantee deposit. The letter of credit shall be payable at any time upon presentation of (a) a sight draft drawn on the issuing bank in an amount to which the Town is entitled pursuant to this subsection 12.4 and subsection 12.5 of this Agreement; (b) an affidavit by the Town's Mayor stating the Developer or the District, as applicable, has failed to complete construction of improvements in accordance

with this Agreement or any applicable subdivision improvements agreement or any development permit improvement agreement, has received notice of such failure as required by subsection 12.8 below and has failed to cure such failure within the time set forth in subsection 12.8; or the Developer or the District, as applicable, has failed to renew the letter of credit as required herein; and (c) the original letter of credit. The letter of credit shall be in good and sufficient form, as approved by the Town's Attorney. In the event of a failure by the Developer or the District, as applicable, to complete construction or renew the letter of credit as required herein, the issuer of the irrevocable letter of credit shall be authorized to disburse funds upon written request by the Town showing the proposed payee and the amount to be paid. Copies of any such requests shall be sent to the Developer and the District at their last known addresses.

12.5. Payment of Performance Surety Bond Upon Failure to Perform. In the event the Developer or the District, as applicable, elects to provide a performance surety bond as its performance guarantee to secure the construction and completion of the Public Improvements and other required development improvements, the performance surety bond shall be payable at any time upon presentation of (a) an affidavit by the Town's Mayor stating the Developer or the District, as applicable, has failed to complete construction or the Public Improvements or other required Development improvements in accordance this Agreement, or any subdivision improvements agreement or development permit improvements agreement, has received notice of such failure as required by subsection 12.8 below and has failed to cure such failure within the cure period set forth in subsection 12.8. Copies of any such requests shall be sent to the Developer and the District, as applicable, at their last known addresses.

12.6. Partial Release of Performance Guarantee. Upon completion of portions of the applicable Public Improvements and other required Development Improvements by the Developer or the District, as applicable, and evidence of a detailed cost breakdown of the completed improvements, the amount of any letter of credit or performance bond issued pursuant to the requirements of this Section 12 may be reduced by a percentage, which shall be determined by dividing the actual costs for the completed portions of the applicable improvements by the total estimated costs for all of the improvements. Upon completion by the Developer or District of all of the required improvements, for which the Developer or the District is responsible, and upon final inspection and approval by the Town's Engineer of such improvements, the Town Board shall authorize the reduction of the amount of any letter of credit or performance bond to ten percent (10%) of the approved actual cost of such improvements, unless a separate warranty bond is provided in which case the letter of credit or performance bond shall be fully released.

12.7. Full Release of Performance Guarantee. Any performance guarantee or warranty guarantee issued pursuant to this Agreement shall be fully released and discharged upon expiration of the twenty-four (24) month Warranty Period, as described in subsection 8.5 above and the correction of any defects discovered during such Warranty Period.

12.8. Notice of Failure to Complete Construction. Upon the Developer's or the District's failure to complete construction of all of the required Public Improvements and other required Development improvements in accordance with this Agreement, the PUD Development Plan, any Subdivision Preliminary Plan or any Subdivision Final Plat; any applicable subdivision improvements agreement or any applicable development permit improvements agreement; and all other applicable plans, drawings, specifications and other documents submitted by the

Developer or the District to the Town, as approved; and applicable Uniform Non-Discriminatory Regulations of the Town, within the time periods set forth in this Agreement, the Town's Mayor may give written notice to the Developer or the District, as applicable, of the nature of the failure and an opportunity to be heard before the Town Board concerning such alleged failure to Complete Construction. If such failure has not been remedied within thirty (30) days of receipt of the notice or the date of any hearing before the Town Board, whichever is later (or such reasonable time as is necessary to Complete Construction provided that the Developer or the District, as applicable, is diligently pursuing Completion of Construction), the Town's Mayor may then give written notice to the Developer or the District, as applicable, and the issuer of any letter of credit or surety on any performance bond, or an escrow agent appointed pursuant to an escrow and disbursement agreement, that the Town, as agent for the Developer or the District, as applicable, is proceeding with the task of installing the required Public Improvements or other Development Improvements for which the Developer or the District is responsible in whole or in part.

12.9. Power of Attorney Granted by Developer and District. In the event the Developer or the District, as applicable, fails to complete construction as required by this Agreement, the Developer and the District hereby designate and irrevocably appoint the Mayor of the Town of Eagle, Colorado as their attorney-in-fact and agent for the purpose of completing all of the improvements required by this Agreement or any future subdivision improvements agreement or any applicable development permit improvements agreement or for restoring any disturbed property. This Agreement shall be filed in the office of the Clerk and Recorder of Eagle County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the Town pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

12.10. Increase in Amount of Performance Guarantee. If more than one hundred eighty (180) days elapses between the time of delivery of the performance guarantee and Start of Construction of the improvements by the Developer or the District, as applicable, the Town reserves the right to require a reasonable increase in the amount of the applicable performance guarantee, if necessary because of estimated increased costs of construction.

12.11. Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 9.1 above is solely to determine the amount of security required and may be revised from time to time to reflect the actual cost. No representations are made as to the accuracy of these estimates and the Developer and the District, as applicable, agree to pay the actual cost of all such Public Improvements and other required Development improvements for which it is responsible. Neither the estimated costs nor the amount of the performance guarantee establishes the maximum amount of the Developer's or the District's liability.

12.12. Attorney's Fees. If any legal proceedings are commenced concerning the Town's election to complete the Public Improvements and/or other required Development improvements, as agents for the Developer or the District, and if the Developer or the District, as applicable, does not prevail in such legal proceedings, the issuer of any letter of credit, any escrow agent or surety, as well as the Town shall be entitled to recover their reasonable attorney's fees, including legal assistant's fees, incurred therein from the Developer or the District, as applicable.

SECTION 13
INDEMNIFICATION AND INSURANCE

13.1. Indemnification By Contractors. To the extent permitted by Colorado law, any contractor employed by the Developer or the District who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall indemnify and hold harmless the Town, its officers, and employees, insurers, and self-insurance pools, from and against all liability, claims, and demands, for injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractors for the Developer or the District within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractors shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractors. The contractors shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

13.2. Insurance Required. Any contractors employed by the Developer or the District to perform work within rights-of-way or easements dedicated to the Town or within any other property owned by the Town, shall agree to procure and maintain, at their own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractors pursuant to subsection 13.1. Such insurance shall be in addition to any other insurance requirements imposed by the Developer, the District or by law. Any such contractors shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 13.1 by reason of their failure to procure or maintain insurance, or by reason of their failure to procure or maintain insurance in sufficient amounts, durations, or types.

13.3. Nature and Amounts of Insurance. Any contractor employed by the Developer or the District to perform work within rights-of-way and easements dedicated to the Town or other property owned by the Town shall procure and maintain, and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with an insurance company authorized to do business in the State of Colorado and which has a general policy rating of A- or better and a financial class of VII or better, as rated by A.M. Best Company (or if a rating of A.M. Best Company, Inc. is no longer available, a comparable rating from a similar or successor service). All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractors pursuant to subsection 13.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

13.3.1. Workers compensation insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this subsection.

13.3.2. General Liability insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

13.3.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the Town's rights-of-way, easements and other property. The policy shall contain a severability of interests provision. No additional insured endorsement to the policy required by this subsection shall contain any exclusion for bodily injury or property damage arising from completed operations.

13.3.4. The policies required by subsections 13.3.2 and 13.3.3 above shall be endorsed to include the Developer, District and the Town, their officers, agents, and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Developer's or the District's contractors. No additional insured endorsement to the policy required by subsection 13.3.1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

13.3.5. The Developer or the District, as applicable, shall provide the Town with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the construction contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

13.3.6. General liability and worker's compensation insurance for the Town and the Developer, the District and contractors of the Developer or the District required hereunder may be provided under controlled insurance programs.

13.4. Indemnification by Developer and District. In addition to the indemnification required in subsection 13.1, the Developer and, to the extent permitted by law, the District hereby expressly agree to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of the Public Improvements within the Development and elsewhere by such party as applicable, or its agents, contractors or employees pursuant to this Agreement, except to the extent due to the Town's willful misconduct. The Developer and the District further agree to aid and defend the Town in the event that the Town is named as a defendant in any action concerning the performance of work by the Developer or the District, or their agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer or the District, as applicable. Neither the Developer nor the District shall be considered an agent or employee of the Town for any purpose.

13.5. Governmental Immunity. The Parties hereto understand and agree that the Town and the Metropolitan District are relying on, and does not waive or intend to waive by any provision contained in this Section 13, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the Metropolitan District, their officers, agents, or their employees.

SECTION 14

DEDICATION AND IMPROVEMENT OF PARKS AND OTHER PUBLIC LANDS

As a matter of contract, and as a condition of the Town's annexation of the Property, Developer shall dedicate or convey the following described parcels, at no cost, free and clear of all liens and encumbrances, and further described in Exhibit 14, attached hereto and incorporated herein by this reference:

14.1. Brush Creek Road Right-of-Way. Developer shall dedicate to the Town, at the time of approval of the first Subdivision Final Plat for Haymeadow, by the Town Board, a thirty foot (30') wide right-of-way parallel and adjacent to the existing Brush Creek Road right-of-way. This right-of-way dedication shall be made in all areas where the Haymeadow Property is adjacent to the Brush Creek Road right-of-way. The Parties understand that the purpose of this right-of-way dedication is to allow for future improvements including but not limited to: safety improvements to Brush Creek Road, capacity improvements to Brush Creek Road, utility installations, and recreation trail construction.

14.2. Upland Open Space. Developer shall sequentially dedicate or convey to the Town the Upland Open Space, identified as Parcel No. _____ on Exhibit I for public open space purposes, with each Subdivision Final Plat of the Property adjacent to the south of such open space area.

14.3. Fire Station Property. The Developer shall dedicate or convey to the Greater Eagle Fire Protection District a parcel containing approximately 1.6 acres, more or less, identified as Tract I on Exhibit I for the construction and operation of a fire station and related uses. Said parcel shall be dedicated or conveyed at the time of approval of the first Subdivision Final Plat by the Town Board.

14.4. Haymaker Trail. The Developer shall dedicate or convey to the Town a perpetual easement the Haymaker Bicycle and Pedestrian Trail, identified as Tract ____ on Exhibit I, as constructed in the field and shown on the PUD Development Plan for use by the general public for bicycle and pedestrian trail purposes, within thirty (30) days following the date of Final Approval.

14.5. Wildlife Corridor. The Developer shall dedicate or convey to the Town for wildlife protection purposes, the area described as Tract ____ on Exhibit I, at the time approval of the first Subdivision Final Plat contained in Neighborhood D of the Haymeadow PUD by the Town Board.

14.6. Willow Tree Corridor. The Developer shall dedicate or convey to the Town the area known as the Willow Tree Corridor, identified as Parcel ____ on Exhibit I, for wildlife protection and open space purposes, at the time of approval of the first Subdivision Final Plat by the Town Board.

14.7. Trailhead Park. The Developer shall dedicate or convey to the Town the area known as Trailhead Park, containing 20.5 acres, more or less, identified as Tract H on Exhibit 14, for public park and recreation purposes, at the time of approval of the first Subdivision Final Plat by the Town Board.

14.8. Wetland Open Space. The Developer shall dedicate or convey to the Town an area known as the Wetlands Open Space, containing approximately 24 acres, more or less, identified as Tract ____ on Exhibit 14, for public open space purposes, at the time of approval of the first Subdivision Final Plat by the Town Board.

14.9. Additional Lands. The Developer shall also be required to dedicate or convey to the Town additional lands with each Subdivision Final Plat as generally shown as public open space on the PUD Development Plan.

SECTION 15 SCHOOL/RECREATION LAND DEDICATION

As a matter of contract, and as a condition of the Town's annexation of the Property, the Developer shall dedicate or convey to the Town, at no cost, free and clear of all liens and encumbrances, a school/recreation parcel containing 32.733 acres, more or less, identified as Tract I on Exhibit 14, for public school and recreation purposes. Upon such dedication, the Parties acknowledge that Developer will have fully complied with the requirements of Section 4.13.065 of the Municipal Code concerning school land dedication or the payment of a fee in lieu of dedication. The Parties understand that in accordance with an intergovernmental agreement to be entered into between the Town and the Eagle County School District, the Town will, upon request from the School District, convey a portion of the parcel to the School District, at no cost, free and clear of all liens and encumbrances, for the purposes described in Section 4.13.065 (C) of the Municipal Code. In the event the Eagle County School District provides notice to the Town that it does not intend to use the parcel for such purposes, the Town shall sell the portion of the parcel that would have been conveyed to the School District to a third party. All proceeds

from such sale shall be paid to the School District and shall be used for the acquisition of other school land or for the construction or expansion of school facilities. The Developer shall have the right of first refusal to purchase such property. Following written notification by the Town to the Developer that it has received and a bonafide offer to purchase the subject property, the Developer shall notify the Town in writing within thirty (30) days whether or not it intends to purchase the property upon the same price, terms and conditions offered by the third party. In such an event the Town shall convey the subject property to the Developer.

SECTION 16
LOCAL EMPLOYEE RESIDENCY PROGRAM

As a matter of contract and as a condition of the town's annexation of the Property,, the Developer shall satisfy Town's Local Employee Residency Program ("LERP") by the implementation of the Haymeadow LERP Housing Plan submitted to and approved by the Town, attached hereto as Exhibit H, and incorporated herein by this reference.

SECTION 17
PAYMENT OF IMPROVEMENT RECAPTURE FEES TO
WEST EAGLE RANCH, LLC

The Parties acknowledge that on or about November 13, 2007, the Town and West Eagle Ranch, LLC, a Delaware limited liability company, entered into a Memorandum of Understanding and Infrastructure Improvements Recapture Agreement, attached hereto as Exhibit J, and incorporated herein by this reference. Developer also acknowledges that under such Recapture Agreement, the Developer is required to pay to the Town a prorata share of the cost incurred by West Eagle Ranch, LLC for improvements known as the Sylvan Lake Road extension and U.S. Highway 6 access improvements, as well as certain wastewater improvements.

In accordance with the Recapture Agreement, the Town Engineer has calculated the prorata share of the costs of the Sylvan Lake Road extension and the U.S. Highway 6 access improvements originally constructed by West Eagle Ranch, LLC based on the number of "trip ends" generated by the Eagle Ranch development at full build out and by the number "trip ends" generated by Haymeadow and has calculated the prorata share of costs for the wastewater improvements based on the number of EQR located within the Eagle Ranch development at full build out and the number of EQRs in Haymeadow benefiting from such improvements. Said calculation is contained in Exhibit K, attached hereto and incorporated herein by this reference.

As a matter of contract, and as a condition of the Town's annexation of the Property, the Developer shall pay to the Town the amount determined by the Town's Engineer, \$ _____, on or before ten (10) days following the date of Final Approval. The Town shall then pay to West Eagle Ranch, LLC, or its successors and assigns, such amount within ten (10) days after receipt thereof.

SECTION 18
COST RECOVERY AGREEMENTS

18.1 In General. Developer has paid costs or dedicated property in excess of what would be required solely to service the Haymeadow development. These costs and dedications will have benefits to other Town property owners, both current and future, since those owners would not otherwise be required to share in the costs of such benefits and improvements. The provisions of this Section ___ are intended to provide recovery of a portion of such costs in the event of future development that receives a benefit from certain of Developer's commitments contained in this Agreement should the town at its discretion choose to adopt a cost recovery program.

To Be Discussed By Town Board.

18.2 Fire Impact Fees and Dedication. Developer's agreements to dedicate a fire station parcel to the Greater Eagle Fire Protection District, as well as to pay a substantial portion of the Town's Fire Impact Fee at the beginning of the Development rather than spread across the term of the Development, have the impact of reducing costs of construction to many specific properties currently within the Town (because they will not require fire sprinkler systems) as well as possible future Town annexations in the Brush Creek Valley. Therefore,

18.2.1 In the event that the Town, in its discretion, imposes upon any property within the Town any fee related to the cost of providing fire protection services in the Town, the Town agrees that it consider entering into a cost recovery agreement at that time based on cost savings generated for other properties as a result of the construction of the fire station within Haymeadow.

18.2.2 If the Town enters into a cost recovery agreement with the owners of other properties proposed for development that will benefit from Developer's contributions to the existence and construction of a fire station in Haymeadow. Under such agreement(s), the owners of the proposed new development(s) shall reimburse Developer for a portion of the costs incurred by Developer relating to the provision of the fire station within Haymeadow, including, without limitation, the value of the parcel of land dedicated for the fire. Such reimbursement shall be paid at the earliest final development approval or annexation approval granted by the Town. The share of such costs to be repaid by the new development shall equal the percentage obtained by dividing the total number of residential dwelling units approved within the new development divided by the total number of residential dwelling units approved within both Haymeadow and the new development.

18.3 Brush Creek Road Extension. The Town agrees to enter into a cost recovery agreement with any future land annexation that will demonstrably benefit from Developer's construction of the Brush Creek Road Extension. Under such agreement(s), the owners of the proposed new development(s) shall reimburse Developer for an incremental portion of the costs incurred by Developer for design and construction of the Brush Creek Road Extension based on trip counts as calculated by the Town Engineer, including any right-of-way acquisition costs. Such

reimbursement shall be paid at the earliest final development approval or annexation approval granted by the Town, or upon the Town entering into any agreement for the provision of services with a development that is not within the Town's boundaries. The share of such costs to be repaid by the new development shall be determined by the Town Engineer based on the number of "trip ends" generated by the Development and by the number of "trip ends" generated by new development on other properties benefitting from the Brush Creek Road Extension.

18.4 Payment of Eagle Ranch Recapture Amounts. Pursuant to Section 17 of this Agreement, Developer was required to reimburse to West Eagle Ranch, LLC, certain costs pursuant to that certain Memorandum of Understanding and Infrastructure Improvements Recapture Agreement attached hereto as Exhibit J (the "MOU"). Those cost reimbursements were calculated as though Eagle Ranch and Haymeadow were the only developments that benefit from the Sylvan Lake Road extension and US Highway 6 access improvements (as defined in the MOU). It is possible, however, that future developments annexed into the Town may benefit from those improvements and therefore be obligated to pay cost recovery amounts pursuant to the MOU. The Town agrees that, based upon its payment of the cost recovery amounts to West Eagle Ranch, LLC, it now stands in the place of West Eagle Ranch, LLC under the MOU in proportion to the amount it has paid thereunder. Therefore, if any amounts are collected by the Town under the MOU in the future, Developer will be entitled to reimbursement on the same basis that West Eagle Ranch, LLC is entitled to reimbursement, and pari passu in amount with West Eagle Ranch, LLC. The Town agrees with Developer to enforce the MOU against future developments to be annexed for the benefit of Developer.

SECTION 19 WILDLIFE PROTECTION

Developer will construct a wildlife corridor as required by Section 3.2.9 of the PUD Guide, as the same may be amended from time to time with consent of the Town. No other requirements regarding wildlife protection are imposed by this Agreement.

SECTION 20 DISTURBANCE OF OPEN SPACE AREAS

20.1. Unplatted Areas. Areas within the Property that are not contained within an approved Subdivision Final Plat shall be maintained in their present natural state or agricultural production and irrigated as necessary. Provided, however, underground utility construction shall be permitted but disturbed areas must be revegetated to a natural condition subject to Town approval. In addition, the Town acknowledges that certain areas within the Property are presently in agricultural use and production, and all such areas shall be entitled to remain in any form of agricultural use and/or production until such time as such areas are developed in accordance with this Agreement and the Development Plans. The Developer or the Metropolitan District shall develop a plan for review and approval by the Town, for the control of noxious weeds and gophers in all such unplatted areas.

20.2. Designated Open Space Areas. Any designated public or private open space areas within the Property that are disturbed during construction of the Development shall be promptly graded and successfully revegetated to a natural looking condition by the Developer at its sole cost and expense in a manner approved by the Town.

SECTION 21
MAIL DELIVERY

Prior to the approval of the first Subdivision Final Plat for the Property, the Developer, together with Town officials, shall meet with representatives of the United States Postal Service concerning the possibility of obtaining home delivery within the Development, a postal annex to serve the Development, and/or the provision of cluster mail boxes within the Development. In completing the final design of the Development, the Developer agrees to incorporate in its Subdivision Final Plat(s) the location and design of facilities reasonably necessary to facilitate home mail delivery or the use of cluster mail boxes within the Development, as may be required by the United States Postal Service.

SECTION 22
USE OF CHEMICALS

Concurrently with the submittal of its application for the first Subdivision Final Plat, the Developer shall submit a plan to minimize the use of chemicals harmful to the environment, including pesticides, herbicides, and other chemicals. The Town shall review and approve a plan for minimizing the use of chemicals in connection with the Town's review and approval of the first Subdivision Final Plat. Notwithstanding any provision of this Section 21, the Developer or its tenants, agents or other occupants of any portion of the Property that is put to agricultural use or production shall be entitled to use any legal chemicals upon such portion of the Property, including pesticides and herbicides. Such management plan shall include suppression of current weed infested areas and the revegetation of applicable areas.

SECTION 23
OPEN SPACE MANAGEMENT PLAN

Developer or the District, as applicable, shall submit to the Town for review and approval a management plan for all open space areas within the Development concurrently with the submittal of an application for the first Subdivision Final Plat.

SECTION 24
TRANSFER ASSESSMENT COVENANT

Developer shall execute a Transfer Assessment Covenant prior to the conveyance of any residential units. The Transfer Assessment Covenant shall provide for an assessment of not less than six tenths of one percent (0.6%) on the sale and purchase of individual residential dwelling units; provided, however, the Transfer Assessment Covenant shall provide for exemptions substantially similar to those described in Exhibit M, attached hereto and incorporated herein by

this reference. Proceeds from such Transfer Assessment in the amount of 0.6% shall be paid to the Town within thirty (3) days of receipt by the Developer or property owners association and may be used for such purposes as solely determined by the Town Board. The Town will cooperate with Developer in taking reasonable actions to defend against any litigation brought by a third party against Developer arising from, related or as a result of the imposition of the Transfer Assessment Covenant on residential dwelling units in the Development and the Town agrees to pay the reasonable and necessary legal fees and costs of the Developer for any such defense within thirty (30) days of the date of any bill or statement for such fees or costs.

SECTION 25
MAINTENANCE OF COMMON AREAS, OPEN SPACE,
AND DEVELOPMENT IMPROVEMENTS

The Parties understand and agree that the entities shown on Exhibit L, attached hereto and incorporated herein by this reference, shall be responsible for the ongoing maintenance, upkeep and repair of the common areas, parks, open space, recreation areas, and other development improvements shown on Exhibit L. Provided, however, the Parties may mutually agree in future subdivision improvements agreements to alter such responsibilities for the maintenance, upkeep and repair of such facilities.

SECTION 26
REIMBURSEMENT OF COSTS

26.1. Development Review Costs. Pursuant to subsection 4.03.080(C)(2) of the Municipal Code, as it may be amended from time to time, the Developer shall pay to the Town the actual costs incurred by the Town, rendered in connection with the Developer's Annexation Petitions, PUD Zoning Plan and PUD Development Plan application. In addition, Developer shall pay to the Town the reasonable costs incurred by the Town in connection with consulting services provided to the Town in connection with the Developer's PUD Zoning Plan and PUD Development Plan application. All costs due and owing shall be paid prior to the effective date of the ordinance approving the PUD. Provided, however, upon request, Developer shall receive detailed invoices reflecting the nature and description of each charge so incurred by the Town. In the event the Developer does not believe that the costs assessed under this Section 26 are reasonable, Developer may appeal such assessment to the Town Board. Following an opportunity for the Developer to be heard, the Town Board shall affirm the appeal or deny the appeal. In addition, the Developer shall pay to the Town fifty percent (50%) of the Town's monthly costs of employing an assistant town planner, in the amount of \$2,800.00 per month, to facilitate the Town's review and processing of Developer's Annexation Petitions, PUD Zoning Plan and PUD Development Plan applications as well as future land use applications. Developer shall only be obligated to pay such costs for the period commencing on August 1, 2013 and again commencing on the date Developer submits its first Subdivision Final Plat application; provided, however, in no event shall Developer be obligated to reimburse the Town for employment of such assistant town planner for an aggregate period in excess of 12 months or an aggregate amount in excess of \$3,600.00. Said sums shall be billed by the Town on a monthly basis and Developer shall pay such amounts within thirty (30) days following billing.

26.2. Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required Public Improvements and other necessary Development improvements, the Developer shall pay to the Town the actual cost of all inspections of such improvements as provided in subsection 4.03.080(D)(1) of the Municipal Code, as it may be amended from time to time (the "Inspection Costs"). In the event Developer believes the costs assessed are unreasonable, Developer may appeal such assessment in the manner set forth in subsection 26.1.

SECTION 27 DEFAULT; REMEDIES; TERMINATION

27.1. Default by Town. A "breach" or "default" by the Town under this Agreement shall be defined as (a) pursuant to Section 24-68-105, C.R.S., in effect as of the Effective Date, any zoning, land use or other action or inaction, direct, indirect or pursuant to an initiated measure, taken without Developer's consent, that alters, impairs, prevents, diminishes, imposes a moratorium on development, delays or otherwise materially and adversely affects to a substantial degree the vested property rights of Developer as expressly created under the Development Plan and this Agreement as, limited in Section 3 of this Agreement, or as otherwise permitted under Section 24-68-105, C.R.S., or (b) the Town's failure to fulfill or perform any material obligation of the Town contained in this Agreement.

27.2. Default by Developer. A "breach" or "default" by Developer shall be defined as Developer's failure to fulfill or perform any material obligation of Developer contained in this Agreement.

27.3. Notices of Default. In the event of a default by either party under this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of such default, at the address specified in subsection 27.7 below, and the defaulting Party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such thirty (30) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure.

27.4. Remedies.

27.4.1. If any default under this Agreement is not cured as described above, the non-defaulting Party shall have the right to enforce the defaulting Party's obligations hereunder by an action in equity for any equitable remedy, including injunction and/or specific performance. Only in the event that the remedy of specific performance is not available, either Party may seek an equitable monetary award in accordance with applicable law and as limited by this Agreement in lieu of such specific performance remedy.

27.4.2. The Parties acknowledge that since this Agreement and the Development Plan constitute a development agreement which confers rights beyond those provided by

the three (3) year statutory vesting approach described in the Vested Property Rights Statute, in the event of a breach or default by the Town, in addition to any of the foregoing equitable remedies, Developer shall be entitled to: recover from the Town solely those damages that would have been specifically available to Developer as contemplated in Section 24-68-105(1)(c), C.R.S. as in effect on the Effective Date; and cause the Property, or any portion thereof designated by Developer, to be disconnected from the Town.

SECTION 28
MISCELLANEOUS PROVISIONS

28.1. Voluntary Agreement. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress.

28.2. Recordation of Agreement. This Agreement shall be recorded in the records of the Eagle County Clerk and Recorder, and upon recording shall be deemed a covenant running with all the real property described in Exhibit "A", for the benefit of the Town and any real property owned by the Town.

28.3. Enabling Ordinances Required. To the extent required by law and by the terms of this Agreement, the obligations and covenants of the Town are conditional upon the adoption by the Town of appropriate enabling ordinances.

28.4. Attorney's Fees. In the event that any action is filed or maintained by either Party in relation to this Agreement, the prevailing Party shall be entitled to its costs and reasonable attorney fees, including reasonable legal assistant's fees. All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

28.5. Complete Agreement. This Agreement contains all of the understandings, conditions, and agreements between the Parties relating to annexation and development at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the Parties, except for representations made by the Developer, or its agent, or the Town Board and Town staff members at public hearings concerning annexation of the Property and development of the Property, not in conflict with express provisions of the Development Plan or this Agreement.

28.6. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

28.7. Notices. All notices required or given by the terms of this Agreement shall be made by certified first class mail, postage prepaid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon mailing. These addresses shall remain valid until notice of a change of address is given in accordance herewith.

If to the Town:

Town of Eagle, Colorado
Board of Trustees
P.O. Box 609
Eagle, CO 81631
Attention: Town Manager

With a copy to:

Sands Law Office, LLC
450 West Avenue, Suite 204
Rifle, CO 81650
Attention: Edward P. Sands, Esq.

If to Developer

Abrika Properties, LLC
Attention: Ric Newman

With a copy to:

Greg Perkins, Esq.
710 West Lionshead Circle, Suite B
Vail, CO 81657

28.8. No Additional Annexation Conditions Imposed. The Town and the Developer acknowledge and affirm that this Agreement does not impose additional terms and conditions within the meaning of Section 31-12-107(1)(g), C.R.S. To the extent that Section 31-12-107(1)(g), C.R.S. is construed as being ambiguous as to what might be considered additional terms and conditions, Developer, as the owner of 100% of the land described in Exhibit A, hereby declares that it has voluntarily entered into this Agreement and states that if an election were held, Developer would approve the terms and conditions of this Agreement at such election.

28.9. Waiver of Defects. In executing this Agreement, Developer waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the Town to impose conditions on Developer as set forth herein; and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement. Similarly, the Town waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed as well as defects, if any concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

28.10. Colorado Law Applicable. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability.

28.11. Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the Parties to this Agreement whether arising out of or relating to this Agreement, a letter of credit, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Eagle County, Colorado. The Developer, the District and the Town

expressly waive any right to bring such action in or to remove such action to any other court, whether State or federal.

28.12. District's Performance of Developer's Obligations. The District is hereby authorized and may, in the Developer's discretion, perform any obligation of Developer so long as such performance is in accordance with the Special District Act, Sections 32-1-101 *et. seq.*, C.R.S. and other applicable law.

28.13. Waiver. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

28.14. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

28.15. Representations of Town Officials. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Municipal Code, and that the Developer or the District, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the law of the State of Colorado. Provided, however, this subsection shall not be construed to limit the rights and remedies of the Parties otherwise provided by law.

28.16. Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

28.17. Time of the Essence. Time is of the essence with respect to all obligations under this Agreement.

28.18. Rights of Persons not a Party. No person or entity which is not a Party to this Agreement will have any right of action under this Agreement.

28.19. Binding Upon Successors, Assignees. This Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of the successors in interest or the legal representatives of the Parties hereto. Developer shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to third parties acquiring an interest or estate in the Property, including, but not limited to, purchasers or long term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Property. The express assumption of any of Developer's obligations under this Agreement by its assignee or transferee shall, upon written notice to and approval by the Town, relieve Developer of any further obligations under this Agreement with respect to the matter so assumed.

28.20. Developer's Right to Assign. Except (a) as provided in subsection 23.19 or (b) for a collateral assignment of this Agreement by Developer to Lender, the Developer's rights and obligations hereunder may not be assigned or delegated, except to affiliates without the Town's written consent, which shall not be unreasonably withheld. Any attempted assignment or delegation by the Developer not in compliance herewith shall be null and void.

28.21. Town's Right to Assign. The Town's obligations hereunder may not be assigned or delegated without Developer's written consent, which shall not be unreasonably withheld and any attempted assignment or delegation by the Town not in compliance herewith shall be null and void.

28.22. Counterparts. This Agreement shall be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

28.23. Amendments, Waivers and Consents. No amendment or waiver of any provision of this Agreement, nor consent to any departure here from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto, or their approved successors and assigns, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

28.24. Provisions Deemed Severable. Except as otherwise provided in this Agreement, if any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision of this Agreement and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

28.25. No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's or the District's sovereign immunity or governmental immunity under any applicable State law.

28.26. Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out this Agreement.

28.27. Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Eagle County, Colorado (the "Clerk and Recorder"). In the event this Agreement terminates in accordance with its terms, or is terminated by any Party pursuant to the terms of this Agreement, all Parties shall execute a release, promptly upon request, to be recorded with the Clerk and Recorder evidencing the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees

By: _____

Yuri Kostick, Mayor

ATTEST:

Sarah Braucht, Town Clerk

ABRIKA PROPERTIES, LLC, a Florida limited liability company.

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by Yuri Kostick, Mayor and Sarah Braucht, Town Clerk, of the Town of Eagle, Colorado, a municipal corporation.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public



DRAFT

**PUD GUIDE FOR
THE HAYMEADOW PLANNED UNIT
DEVELOPMENT**

**Draft December 4, 2013
Revised March 7, 2014**

**APPROVAL OF THIS PLAN CONSTITUTES A VESTED PROPERTY RIGHT
PURSUANT TO SECTION 24-68-103,C.R.S., AS AMENDED**

1. PURPOSE:

The purpose of the Haymeadow PUD Guide is to serve as the governing regulations which will control the development of the Haymeadow PUD. The PUD Guide will serve as the “Zone District Regulations” for the PUD and is in conformance with Section 4.11.030 of the Town of Eagle Land Use and Development Code.

The Haymeadow PUD authorizes a total of 837 dwelling units, a public school facility, a fire station, active and passive parks and recreation areas, community facilities, trails and open space on 660 acres of land within the Town of Eagle, Eagle County, Colorado as described in the approved Haymeadow PUD Development Plan. Development within the PUD is administered by the Town of Eagle through the provisions of the PUD Development Plan and this PUD Guide. Building construction within the PUD is governed by the applicable Town of Eagle ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103,C.R.S., as amended.

The approved Haymeadow PUD Development Plan is attached to graphic dated is attached to this PUD Guide as Exhibit A.

2. DEFINITIONS:

Unless otherwise defined below, all terms used in this document shall be as defined by the Town of Eagle Land Use Regulations.

A. Haymeadow PUD

The Haymeadow PUD is a zone district authorized by the Town of Eagle Ordinance No. _____, Series of 2013, and containing the property commonly known as Haymeadow.

B. Bed and Breakfast

An owner occupied dwelling unit that contains no more than four guest rooms where lodging, with or without meals, is provided for compensation. Additional parking shall be provided at 1 space per guest room.

C. Neighborhood Parcels

Areas as indicated on the approved Haymeadow PUD Development Plan for residential development, the development of which shall be regulated by this Haymeadow PUD Guide. These parcels are listed as Neighborhood A1, Neighborhood A2, Neighborhood B, Neighborhood C and Neighborhood D.

D. Planning Tracts

Areas as indicated on the approved Haymeadow PUD Development Plan and Preliminary Subdivision Plan for non-residential development, the development of which shall be

regulated by this Haymeadow PUD Guide. These Tracts are listed as Tract F: T.O.E. Recreation/School, Tract H: Community Park, Tract I: Fire Station and Tract J: Maintenance. Future resubdivision of Tract K will create additional tracts regulated by the PUD Guide.

3. PUD ZONE DISTRICTS:

A. Residential One – Neighborhood A1, A2, B and C:

1. Purpose:

To provide sites for single family and multi-family homes on a variety of lot sizes that will maintain and reinforce the existing small town development pattern, character and architectural heritage of the Town of Eagle and to provide for a mixed use residential neighborhood in order to serve the needs of the residents of Eagle. The design of neighborhoods in this district is intended to allow for flexibility, innovation and site sensitive planning that is responsive to both the design character and the functional requirements of the community.

2. Uses by Right:

- a. One single family home on each specifically designated lot.
- b. One duplex building (two units) on each specifically designated lot.
- c. Multiple family residential, including condominiums, townhomes, flats or apartments, and single family or duplex cluster units on specifically designated lots.
- d. Accessory apartment to single family dwelling as defined by the Town of Eagle Municipal Code, not to exceed 700 square feet.
- e. Utility service structures and buildings.
- f. Home occupations as defined by the TOE Municipal Code.
- g. Parks, open space and community gardens.
- h. Model homes.
- i. Pedestrian and bicycle trails.
- f. Ponds, reservoirs and irrigation ditches.
- g. Temporary construction staging areas.
- h. Additional uses determined by the Town Planner to be similar to uses by right listed above.
- i. Accessory uses customarily appurtenant to uses by right listed above including special events.
- j. A Homeowner Association operated or contracted enclosed storage building shall be allowed in Neighborhood C.
- k. Typical agricultural uses may continue within each neighborhood until residential site development is initiated within the neighborhood.
- l. Mail box drop boxes or similar mail delivery facilities.

3. Special Uses:
 - a. Day care of more than 8 children and elderly care.
 - b. Temporary sales office.
 - c. Special Events

4. Minimum Building Setback Requirements:
 - a. Single family with front loaded garage:
 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 5 feet into the 12.5 foot required setback. The minimum distance from the front property line to a garage door shall be 25 feet. The maximum front setback for the front porch shall be 22 feet from the front property line.
 2. Side: 12.5 feet.
 3. Rear: 12.5 feet for one-story elements and 20 feet for two-story elements.

 - b. Duplex with front loaded garage:
 1. Front: 12.5 feet minimum setback to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line. The minimum distance from the property line to a garage door facing a front property line shall be 25 feet.
 2. Side: 12.5 feet. The minimum distance from the side property line to a garage door shall be 33 feet for a lot with a shared driveway.
 3. Rear: 12.5 feet. An unenclosed, covered porch or deck may encroach up to 5 feet into the rear setback.

 - c. Single family and duplex uses with alley loaded garage:
 1. Front: 12.5 feet to the front porch and /or front of the building facade. Porch steps may encroach up to 3 feet into the 12.5 foot required setback. The maximum front setback for the front porch shall be 22 feet from the front property line.
 2. Side: 12.5 feet
 3. Rear: 12.5 feet, however, the minimum distance from the property line to a garage door shall be 22 feet, or 24 feet to the alley travel way, whichever is more restrictive.

 - d. Multiple Family:
 1. Front: 15 feet. The minimum distance from the front property line to a garage door shall be 25 feet.
 2. Side: 15 feet
 3. Rear: 20 feet

 - e. Supplementary setback requirements:
 1. Roof eaves, bay window elements and similar features may encroach up to

30 inches into any required setback.

2. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
 3. There shall also be a 50 foot building setback from Sylvan Lake Road in Neighborhood A1 and A2.
5. Maximum Building Height:
35 feet.
 6. Maximum Lot Coverage:
 - a. Residential Multi-Family
 1. Building 60%
 2. All impervious materials - 70%
 - b. Residential Single Family
 1. Building 40%
 2. All impervious materials - 60%
 7. Maximum Density:
The maximum density shall not exceed 15 dwelling units per gross acre for development within any Multi-Family Tract as shown on the initial Final Plat for each Neighborhood.
 8. Neighborhood A1 Core Trail:
The Multi-Family buildings in west/central area of Neighborhood A-1 shall be configured in such a manner to accommodate an alignment of the future 10 foot wide asphalt trail identified on the Neighborhood A-1, Phase 1 Trails Plan as described below. This trail will serve as a main route for school children to access the school site at a location close to the north side of the school's vehicular access system. This trail shall be configured to encourage use by children and designed in such a manner that provides direct views of the school site where possible and places a strong emphasis on safety at roadway crossings. This portion of the trail system will be approved by the Town as part of the Development Permit review process for the adjacent multi-family buildings and the trail shall be constructed concurrent with the multi-family units. In the event construction is initiated on the school prior to completion of the trail, the developer shall cause completion of this trail prior to the opening of the school.
 9. Supplemental requirements:
The minimum depth for first floor front porches shall be 7 feet.

B. Residential Two – Neighborhood D:

1. Purpose:
To provide sites for lower density single family homesites.
2. Uses by Right:
 - a. Single family dwelling units not to exceed 7,000 square foot maximum size.

- b. Accessory apartment to single family dwelling as defined by the Town of Eagle Municipal Code, not to exceed 700 square feet.
 - c. Model homes.
 - d. Parks, open space and community gardens.
 - e. Home occupations.
 - f. Utility service structures and buildings/ maintenance facilities.
 - g. Pedestrian and bicycle trails.
 - h. Ponds, reservoirs and irrigation ditches.
 - i. Temporary construction staging areas.
 - j. Additional uses determined to be similar to uses by right listed above.
 - k. Accessory uses customarily appurtenant to uses by right listed above.
 - l. Accessory buildings may include detached garages, sheds and similar structures.
 - m. Temporary tree farm
 - n. Typical agricultural uses may continue within the neighborhood until residential site development is initiated.
 - o. Mail box drop boxes or similar mail delivery facilities.
3. Special Uses:
- a. Day care of more than 8 children and elderly care.
 - b. Bed and breakfast.
 - c. Temporary sales office.
 - d. Gravel borrow pit for on-site use.
 - e. Special Events
4. Minimum Building Setback Requirements:
- a. Front: 25 feet
 - b. Side: 15 feet
 - c. Rear: 20 feet.
5. Supplementary setback requirements:
- a. Corner lots shall require compliance with the front setback standards on each side of the lot that fronts a public street.
 - b. Roof eaves, bay window elements and similar features may encroach up to 30 inches into any required setback.
 - c. All garage doors shall be a minimum of 25 feet from the facing property line.
6. Maximum Building Height:
35 feet.
7. Maximum Lot Coverage:
- a. Building - 30%
 - b. All impervious materials - 50%
8. Building Envelopes:
The Subdivision Final Plat or Plats for Neighborhood D shall contain appropriate notations requiring building envelopes to be designated on certain lots prior to any site

grading or other disturbance of the designated lot. Specifically, any lot over 1/2 acre shall be limited to a building envelope of 15,000 square feet. Application(s) for Subdivision Final Plat shall include a supplemental exhibit specifying lots requiring building envelopes. Upon approval of such supplemental exhibit by the Town, any modification of such supplemental exhibit shall require approval from the Town. The owner of such lot shall propose a building envelope as part of the application for design review and building permit. The proposed building envelope shall comply with all criteria affecting building envelopes contained in the Design Guidelines as approved by the Town, and shall be so indicated graphically on a landscape/ site plan. This landscape/site plan shall also include calculations to indicate the building envelope does not exceed 15,000 sq. ft. The Town reserves the right not to issue a building or site improvement permit until a building envelope, if required, that complies with all approved Design Guideline criteria has been approved by the Design Review Committee.

As used in this document, the term "building envelope" shall be deemed to include the residence, any allowable accessory buildings, driveways, walkways, patios, and landscaped areas.

All portions of a lot outside of the designated 15,000 square foot building envelope shall maintain the existing pasture grasses or be landscaped in a dryland, native or xeric style that requires minimal irrigation. Any landscaping of this area shall require approval by the DRB.

9. **Wildlife Corridor and Berm:**

At the time of the first subdivision plat for Neighborhood D a 500 foot wide wildlife corridor shall be established on the adjacent open space to the east of Neighborhood D, as indicated on the approved PUD Development Plan. If at this time a corresponding 500 foot wide wildlife corridor has not been provided or committed on the adjacent Adam Rib Ranch property, then a 1000 foot wide corridor is required on the Haymeadow Planned Unit Development. At the time of this final plat a deed restriction shall be placed on this wildlife corridor to guarantee its protection.

The construction of a landscape screening berm shall be included in the public improvements for Neighborhood D. The purpose of this landscape screening berm is to provide visual buffer between the animals using the wildlife corridor and the activity associated with Neighborhood D. The final plat or deed restriction will include language that ensures this landscape screen/ berm is a permanent landscape feature. A conceptual graphic that illustrates the intent of the landscape berm is attached as Exhibit B.

C. Recreation Open Space – Tract F, Town of Eagle Park and School Site:

1. **Purpose:**

To provide a land area for a park site and a school site to be dedicated to the Town of Eagle.

2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Public Administration building.
 - h. Administration/Maintenance facilities.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park
 - k. Community gardens
 - l. Playgrounds, play equipment and water features
 - m. Temporary structures, tents and trailers associated with special events.
 - n. Landscape improvements.
 - o. Lakes, ponds, reservoirs and irrigation ditches
 - p. Public and/or Private School and related ancillary facilities, which may include, but not be limited to, classrooms, common areas, gymnasiums, cafeterias, theatres, offices, meeting rooms, parking, and outdoor recreation and athletic facilities. A stand-alone bus barn or overnight vehicle storage area would not be considered a use-by-right.
 - q. Special events utilizing either indoor or outdoor facilities of the school, including sporting, cultural or entertainment events.
 - r. Temporary construction/administration office
 - s. Agricultural uses.
 - t. Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - u. Additional uses determined to be similar to uses by right listed above.

3. Minimum Building Setback Requirement:

There shall be a 25 foot building setback from all lot lines that front public roads, except from Sylvan lake Road where a 50 foot setback shall be required. From other lot lines there shall be no minimum except must be sufficient to accommodate utilities, drainage, access, fire and building code regulations.

4. Maximum Building Height:

35 Feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

5. Density Allowance:

N/A

6. Maximum Site Coverage:

N/A

D. Natural Open Space Tracts - OS-A, OS-B & OS-C, as labeled on the Preliminary Subdivision Plan, as well as future open space Tracts which will be created through resubdivision of Tract K of the PUD Preliminary Subdivision Plan. The approved PUD Development Plan depicts the general location and size of the future Open Space and Neighborhood areas within Tract K. The PUD Preliminary Subdivision Plan is attached as Exhibit C:

1. Purpose:

To provide sites for natural open space, agricultural uses, trails and park facilities, water storage and drainage improvements and landscape improvements.

2. Uses by Right:

- a. Equestrian, pedestrian and bicycle trails.
- b. Landscape Improvements
- c. Lakes, ponds, reservoirs and irrigation ditches.
- d. Shade shelters and picnic facilities.
- e. Public or private roads, trailhead parking, restrooms, and utilities including bridges and utility improvements, tanks, lines, mains, pumphouses, facilities, services and buildings.
- f. Agricultural uses and associated facilities.
- g. Community gardens and associated facilities
- h. Dog parks
- i. Special events associated with agricultural facilities, community garden facilities, trails and trailheads, such as athletic, entertainment or cultural events.

3. Building Setback requirement
25 feet

4. Maximum Building Height
35 feet

5. Gross Density Allowance:
N/A

6. Maximum Site Coverage:
N/A

E. Fire Station - Tract I:

1. Purpose:

To provide a site for a fire station and related improvements.

2. Uses by Right:
 - a. Fire station and related ancillary facilities, which may include, but not be limited to, offices, meeting rooms, training areas, crew quarters and temporary residences for fire fighters.
 - b. Additional uses determined to be similar to uses by right listed above.
 - c. Accessory uses customarily appurtenant to uses by right listed above.

3. Building Setback Requirement:
There shall be a 25' building setback from all lot lines.

4. Maximum Building Height:
35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

F. Trailhead Park – Tract H

1. Purpose:
To provide a site for active park and recreation facilities, formal and informal play fields, open space, ponds and water features, stream corridors and recreation trails,, community buildings and facilities.

2. Uses by Right:
 - a. Indoor and outdoor recreation and entertainment facilities.
 - b. Parks and picnic facilities.
 - c. Community Center.
 - d. Cultural and educational buildings and activities.
 - e. Concessions, food and beverage service.
 - f. Special events including sports events and tournaments, entertainment and cultural events.
 - g. Administration/Maintenance facilities.
 - h. Homeowner Association operated or contracted enclosed storage building.
 - i. Equestrian, pedestrian and bicycle trails.
 - j. Dog park.
 - k. Community gardens.
 - l. Playgrounds, play equipment and water features.
 - m. Temporary structures, tents and trailers associated with special events.
 - n. Landscape improvements.
 - o. Lakes, ponds, reservoirs and irrigation ditches.
 - p. Temporary construction/administration/sales office. Public or private roads and utilities including bridges, utility, improvements, lines and mains, facilities, services and buildings.
 - q. Agricultural uses.

r. Additional uses determined to be similar to uses by right listed above.

3. **Building Setback Requirement:**

There shall be a 25' building setback from all lot lines.

4. **Maximum Building Height:**

35 feet. Architectural features such as a tower, cupola or other architectural focal point may have a maximum height of 42 feet if approved by the Haymeadow Design Review Board.

4. DENSITY CONTROL

Allowable maximum densities for each Neighborhood are set forth within the following density chart; provided however, that any Neighborhood may contain up to 1.25 times the total number of allowable dwelling units as described below. Any such increase in density of a parcel shall be offset by an equal decrease in density from another Neighborhood. The intent of this provision is to allow flexibility in planning to take into account varying site conditions, market conditions and other design factors. There shall, be no transfer of density allowed into Neighborhood D. In no event shall the total number of residential units in all planning parcels within the Haymeadow PUD combined exceed 837 units. Accessory dwelling units not exceeding seven hundred (700) square feet appurtenant to single family dwellings shall not be included in such limitation.

The combination of two or more existing residential units into a lesser number of units shall first be approved by the Haymeadow Design Review Board and the Town of Eagle Planning Department, if any of such units have been designated as an affordable housing unit pursuant to the Town of Eagle Local Employee Residence Program. Approval by the Town shall be granted if such combination is in conformance with this PUD Guide and any applicable building codes. However, residential units designated as affordable housing units shall not be combined if such combination would reduce the total number of affordable housing units below the minimum number of required affordable housing units required under the Town's Local Employee Residence Program.

The Haymeadow Homeowners (Design Review Board) and the Town of Eagle shall have all remedies available to them at law or in equity to enforce the provisions of this Section.

Accompanying each Final Plat application shall be an inventory of dwelling units that have been approved by previously final plats.

Neighborhood	Single Family/Duplex	Multi-Family	Total # D.U.
A1	82	146	228
A2	103	86	189
B	161	48	209
C	97	64	161
D	50	0	50

TOTAL

493

344

837

Density within each neighborhood has been defined in the PUD Development Plan and the PUD Guide as two unit types: Multi-Family and Single Family/Duplex. Units identified as Multi-Family may be converted to Single Family/Duplex units and allowed in areas referenced as Multi-Family on the PUD Zoning Plan. No additional density beyond the 837 approved units is allowed.

5. PARKING REQUIREMENTS

All uses within Haymeadow will be subject to the parking standards of the Town of Eagle Land Use & Development Code. Any on-street parking spaces shall be constructed as guest or park parking and may not be counted toward fulfilling residential parking requirements. Each single-family or duplex residence shall have a minimum of two on site parking spaces in addition to any garage space. These parking spaces shall fit within the property and not overhang any public walkway or travel way. Any accessory dwelling associated within a single family residence shall have one dedicated on-site parking space.

6. DESIGN REVIEW

Design guidelines shall be prepared which will establish architectural and building material standards, landscape design, urban design, site design standards and a design review process for development within Haymeadow. These guidelines, and any subsequent major revisions to the guidelines, shall be subject to the review and approval of the Town of Eagle. The Haymeadow Home Owners Association shall establish a Haymeadow Design Review Board that shall have authority and responsibility over the design review process. In the event that the Haymeadow Design Review Board ceases to fulfill its duties as described in the guidelines the Town of Eagle may assume the role of the Design Review Board.

All projects requiring a Town of Eagle permit shall adhere to the standards of this PUD and, where not specifically covered, the provisions of the Town of Eagle Land Use Code.

Applicants for all new development proposals, new buildings or building modifications, new landscaping or landscaping modifications, as defined in the adopted design guidelines, shall submit such proposals for review and approval by the Design Review Board.

The Town of Eagle shall not issue a building permit or grading permit without prior approval by the Design Review Board as demonstrated by drawings stamped as approved by the Design Review Board.

1. Architectural Design Standards:

The site design concept for Haymeadow, and for Neighborhood A in particular, is to create pedestrian friendly, walkable well-connected neighborhoods. A streetscape plan that includes a wide planting strip with street trees and sidewalks along both sides of the

street will frame the residential development.

In the single family and duplex neighborhoods relatively narrow lots with uniform building setbacks, recessed garages and a well-established front porch element will create a strong neighborhood pattern. As the development progresses into Neighborhoods B, C and D the approved PUD Development Plan density decreases and the narrow lot pattern and streetscape design may become more relaxed.

Multi-family buildings will also be oriented to respect the streetscape while providing off-street parking. The buildings will be arranged to also focus on courtyard and open space access that will maintain a less formal but equally inviting pedestrian neighborhood quality.

The architecture of the Haymeadow community will both integrate with and enhance the beauty of the Town of Eagle and the Brush Creek valley. The intended goal is to develop a series of neighborhoods at ease with the surrounding ranching setting that look and feel like a natural evolution of the greater Eagle community. This will be assured through the development, adoption and enforcement of design guidelines that:

- a. Establish design and construction standards that both fit in the setting and ensure a consistent high level of quality across a wide array of housing types;
- b. Respond to the unique attributes and sensitivities of the site which are reflected in the design tenets underlying the plan;
- c. Implement a diverse but cohesive, unified and balanced architectural and landscape theme;
- d. Control massing of buildings to be appropriate in scale and context;
- e. Site structures in a manner which responds to existing physical site features, maximizes vistas, privacy and addresses energy usage ;
- f. Utilize forms and materials that honor the site's cultural history.

The Applicant has begun to develop housing designs that are illustrative of its vision for the property and are attached as Exhibit C.

These illustrative drawings:

- are examples of the type and style of housing that can be achieved in each residential building type. The architectural character will offer variety but will also include a style that ties together the single family and multi-family building types;
- reflect the general design principals outlined above which are the framework to be expanded upon and implemented in future design guidelines.

The architecture of the Haymeadow Community is inspired by the natural materials and simple gathered forms of the surrounding historic Colorado ranch compounds. These typical asymmetric historic buildings which evolved over time have a casual and intimate architecture which is at harmony with the land. The proposed palette of natural earth colored stucco, timbers and stained wood sidings will give the buildings a natural patina that will blend in with the surroundings. The architecture of the community will be

rooted in the history of the place.

The main element of the house should typically be two stories in height and typically have gable roof(s) with smaller attached one-story elements with typical shed roofs. Buildings are generally taller in the middle and step down at ends with typically one and a half story massing at the sides of the house and should step with grade to minimize site grading.

Primary building materials/colors must be muted tones derived from the earth, trees and rock outcroppings of the surroundings environment.

2. **Environmental Building Practices:**

- a. Low environmental impact and energy efficiency approaches to site planning, design, landscaping and construction are highly encouraged.
- b. Owners are encouraged to review LEED guidelines published by the US Green Building Council (www.usgbc.org) which encourage energy efficiency, resource efficiency and healthy indoor air quality.
- c. Passive and active solar is highly encouraged. Hot water and photo voltaic solar panels are encouraged to be well planned and integrated in to the architectural design. Panels should be installed in the same plane as the roofs and close to flush with the roof. Solar panels and all associated mounting brackets and hardware shall be all black. No bright shiny metal elements are allowed.

3. **Landscape Design Standards:**

Landscape Design Standards will be written and adopted as an integral part of the overall design guidelines. The intent of the landscape design guidelines will be provide standards for landscaping and water conservation within the PUD that enhance and maintain the character of the residential neighborhoods and public spaces of the Haymeadow PUD. This will be accomplished by:

- a. Setting minimum and maximum standards for planting within residential and public spaces.
- b. Promoting the conservation of water through selection of proper plant palettes and the use of efficient irrigation techniques.
- c. Controlling the spread of noxious weeds and invasive plant species..^a

4. **Illumination Design Standards:**

Illumination design standards for residential and public uses shall be included within the approved design guidelines. The intent of these standards will be to provide compliance with adopted Town of Eagle lighting requirements and appropriate dark sky practices.

5. **Fencing Design Standards:**

Fencing design standards shall be included within the approved design guidelines. The intent of these standards will be to provide a compatible appearance among residential properties and to regulate the structure, location, height, color and materials of fencing

prior to installation. Where appropriate and as required, wildlife friendly fencing will be specified.

6. Specific Design Considerations:

Specific design considerations have been discussed with the Town of Eagle through the Haymeadow PUD Development Plan approval process. This section of the PUD provides a commitment to incorporate certain design considerations into the Haymeadow Design Guidelines.

- a. Final Plat and Development Permit applications shall include site and landscape design considerations for each Sylvan Lake Road intersection that creates key visual corridors into the adjacent neighborhood, creating a sense of welcome and entry.
- b. Any development plan that includes a enclosed storage building or a HOA/Metro District maintenance yard shall include appropriate landscape screening to screen the view from the public street. Any yard and building plan structures shall require approval of the Haymeadow Design Review Board.
- c. Multi-Family development and Fire Station shall be subject to Town of Eagle Development Permit review as outlined in Section 4.06 of the Town of Eagle Land Use and Development Code.

7. SIGNS

Sign regulations shall meet the Town of Eagle sign code; unless a comprehensive Haymeadow Sign Program is approved by the Town of Eagle.

8. DOGS AND PET CONTROL

Each dwelling unit will be permitted to house up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have adequate facilities (i.e., animals kept in residence, a fenced yard, an electronically fenced yard, dog run, or kennel) to contain the animals. Enclosed runs must be located immediately adjacent to the home, within the lot's building envelope if an envelope is required, and shall not exceed 1,000 square feet. If facilities are inadequate to contain the dog(s), the animals will be immediately removed from the subdivision until adequate structures can be built.

At no time are dogs to be allowed to run freely, other than within designated leash free dog parks. Haymeadow shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Eagle.

Stray dogs may also be controlled by the Town and/or County and Colorado Department of Parks and Wildlife (CDPW). Homeowners not in compliance with these dog restrictions will be responsible for any and all costs incurred by the Town, County, and/or CDPW for enforcing these provisions.

Contractors, subcontractors and other construction related visitors shall be prohibited from

bringing dogs onto the Haymeadow PUD.

9. FENCING

Any fencing separating a residential lot from adjacent natural open space shall be required to meet the wildlife friendly fencing guidelines of Colorado Parks and Wildlife.

The Haymeadow Metro District and/or Homeowners Association shall be responsible for maintaining a fence at appropriate perimeter sections of the PUD to keep cattle grazing on adjacent lands from entering the Haymeadow PUD.

10. CONFLICTS

The specific provisions of this Guide shall supersede those of the Town of Eagle Land Use Regulations. However, where the Guide does not address an issue, the specific provisions of the Town of Eagle Land Use Regulations shall prevail. In cases of dispute or ambiguity, the Board of Trustees shall act to interpret.

11. AMENDMENTS TO THE HAYMEADOW PUD GUIDE, PUD DEVELOPMENT PLAN AND SUBDIVISION PLANS

It is anticipated that modifications or amendments to this PUD Guide, the PUD Development Plan, and Subdivision Plans will be necessary from time to time as Haymeadow progresses. This PUD Guide provides for two types of modifications or amendments: minor and major.

A. Minor Modifications:

Minor modifications are those changes which will not alter the original project concept but which may result in minor changes in the design of Haymeadow. Minor modifications include, but are not limited to internal road alignment alterations, minor adjustments to parcel boundaries, building envelope changes, and additions of land uses not previously listed but determined to be similar to listed uses. Minor adjustments to Planning Parcel boundaries shall be defined as:

Change in land use of a parcel of property not to exceed 20,000 square feet to conform to the land use of property immediately adjacent to it, provided however, that the provisions of this article shall not apply to property adjacent to any parcel of property the land use of which has previously been changed pursuant to the provisions of this article. Minor modification shall also include any decrease in size of a Neighborhood Residential parcel that is offset by an equal increase in an open space parcel.

Minor modifications may be authorized by the Town of Eagle Zoning Administrator upon written request. The Zoning Administrator shall act upon any minor modification request within 30 days of such a request. Any decision by the Zoning Administrator may be

appealed in writing to the Eagle Board of Trustees within 30 days of such decision.

B. Major Modifications:

Major modifications are those changes not considered to be minor modifications and are changes that could alter the character or land use of a portion of the project.

Major modifications shall include:

1. Any increase in the total number of residential units.
2. Any change in land use designation of any parcels within the PUD, except as provided above.
3. Any additional of land into the PUD.

Major modifications shall be under the authority of the Eagle Board of Trustees. Applications for major modifications shall be heard in public hearing by the Board after receiving a recommendation from the Planning and Zoning commission. The Town Board shall approve the modification if it is found that the modification is consistent with the efficient development of the entire PUD and does not substantially affect the enjoyment of land abutting the PUD or the public interest.

Approved by Abrika Properties, LLC, the development of the Haymeadow PUD, this _____ day of _____, 2014.

TOWN of EAGLE Signature block:

Approved by the TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees, this _____ day of _____, 2014.

_____, Mayor

ATTEST:

Town Clerk



Haymeadow

**Local Employee Residency Plan
February 28, 2014**

**PUD Development Plan
& Preliminary Subdivision Plan**

The purpose of this document is to serve as the initial Haymeadow Local Employee Residency Plan, in accordance with the requirements stated in Section IV. B. of the Town of Eagle Local Employee Residency Program Requirements and Guidelines.

The Haymeadow PUD Development Plan and Preliminary Subdivision Plan application represents a large multi-phased residential development that will take many years and multiple review processes to complete. While this step of the application requires the submittal of a Local Employee Residency Plan, and this document will serve as such, much of the requested detail has not yet been developed and will necessarily come into later steps of the review process.

It is the intent of the Haymeadow applicant to fully comply with the intent of the Town of Eagle Local Employee Residency Program ("LERP") housing program through the development and build-out of Haymeadow. This Haymeadow Local Employee Residency Plan represents a formal request for a Variance to allow the unit types and distribution as detailed below. In consultation with local housing experts, town staff members and in public discussion with the Town Board of Trustees we believe it is appropriate to propose a unit mix that is weighted towards entry level housing units and does not include single-family product. All proposed LERP units shall be multi-family units. The proposed housing unit mix is detailed below.

The Haymeadow PUD Development Plan proposes a total of 837 dwelling units. Based on the 10% inclusionary requirement of the LERP program this will result in a requirement of 84 qualified LERP units. This plan proposes to provide all of the those units in the following unit mix:

<u>Unit type</u>	<u># Provided</u>
Studio	21
One-bedroom	33
Two-bedroom	18
<u>Three-bedroom</u>	<u>12</u>
Total	84

As market conditions vary the unit mix to be provided may be amended to allow for unit types with more bedrooms to be increased in number and offset by a corresponding decrease in unit types with less bedrooms. I.E., if the applicant desires to provide a greater number of two-bedroom units than the proposed 18 two-bedroom units listed in the above table units this will be allowable and shall be offset by a corresponding decrease in the required number of studio or one-bedroom units. In no case shall the unit type mix be amended to increase the number of units with less bedrooms.

The Haymeadow applicant is committed to provide this number of units, in accordance with the program guidelines and requirements for unit price points, size and quality/design considerations. The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. There may be more than one LERP unit per building, and there may be multi-family buildings that contain three or more LERP units. However, all, or a significant concentration of, the required LERP units shall not be located within one multi-family project or cluster of buildings.

The intent of this LERP Plan is that the timing of provision of the LERP units should generally keep pace at 10% of the construction of free-market units. This pace may vary within individual neighborhoods during build out. Each development permit application for multi-family buildings will include which, if any, units will be designated for the LERP program and will include the required level of detail that specifies unit sizes, bedroom configurations and sales price points. The Town Staff shall use the Development Permit process to monitor the pace of provision of LERP units and may recommend denial of a Development Permit if the construction of LERP units is significantly off pace.

The following table indicates the proposed location of LERP units by neighborhood.

Haymeadow Local Employee Residency Plan

LERP Unit Distribution Table

<u>Neighborhood</u>	<u># LERP Units</u>
A1	25
A2	22
B	21
C	16
D	0
Total	84



November 19, 2013

Haymeadow Recommended Conditions of Approval

In preparing the following recommended conditions of approval, we met with the applicant to review the discussions that have occurred between staff and applicant over the past six weeks to address our review comments and the comments from the Planning and Zoning Commission.

The applicant has agreed to revise the drawings included in the application booklet to address a number of these comments such as our request to orient some of the multi-family to the street rather than to parking lots/interior open space, providing a better distribution of parking, the elimination of one of the trails through the wetland and the soft trail on the east side of the willow corridor. While this commitment to accommodate these revisions in the Application Booklet forwarded to the Board is significant and helpful, there are some concerns that are sufficiently important that we have also stated them as conditions of approval.

The recommended list of Conditions provided below has been compiled through a review of the original 49 Conditions of Approval by the Board of Trustees that should remain, remain and revised or eliminated and a review of comments made by the Staff and Planning Commission during the review of these applications over the last four public hearings that should now be included. In the instances where there may have been a verbal commitment by the applicant but the revision is significant, the staff listed it as a condition of approval. If the condition was originally included in the Conditions of Approval of the Board, I have referenced the original condition number in parenthesis. Also attached are the original conditions of approval with notation.

A. General Planning

1. Landscape design of parks, streetscapes and wetland enhancement shall be included with the Final Plat application. **(Need to add to Annexation/Development Agreement Section 9)**
2. The PUD Guide shall be revised to include requirement that the berm along the east side of the development within Neighborhood D to minimize the impact on wildlife from the adjacent residential development be a permanent landscape feature. Final design and construction of this berm shall be coordinated with the Final Plat for Neighborhood D. **(PUD Guide Section 3.B.9)**

3. The Applicant working under direction of the Town and BLM with input from the CDPW shall be responsible to establish trail head parking areas along the north side of the property as generally identified on the Development Plan in addition to the major trailhead parking area located at the south end of the Willow Corridor Open Space. These trailhead parking areas shall be constructed as part of the public improvements guaranteed through Subdivision Improvements Agreements. The timing of the construction of these public improvements shall be determined by the Board of Trustees. **(Need to add to Annexation/Development Agreement Section 9)**
4. Final Plat Application for Neighborhood C shall include landscape design for the PUD Buffer that appropriately screens the neighborhood from the single family homes to the south. **(Needs to be added to PUD Guide)**
5. The first Preliminary Subdivision Plan should include a spine bicycle/pedestrian trail from Brush Creek Road/Sylvan Lake Road Intersection to eastern end of the property to accommodate hiking and biking up and down the Brush Creek Valley. (Part of this system is in place in the vicinity of Salt Creek and Frost Creek.) **(Annexation/Development Agreement Section 9.7)**
6. The design and placement of recreation trails adjacent to the eastern wildlife corridor and open space shall minimize the impact of recreation users upon wildlife. **(Needs to be added to PUD Guide)**
7. There shall be a Right of Way dedication along the south side of this property adjacent to Brush Creek Road **(Annexation/Development Agreement Section 14.1)**
8. Design Guidelines for the Haymeadow PUD shall be reviewed and approved by the Planning and Zoning Commission at a Public Hearing with notice as provided for a Development Permit review identified in Section 4.03.060 of the Land Use and Development Code. **(PUD Guide Section 6; Not in Annexation/Development Agreement)**
9. If at the time of Final Plat for Neighborhood D, a corresponding 500 foot wide wildlife corridor has not been provided or committed on the adjacent Adam Rib Ranch property, then a 1000 foot wide corridor is required on the Haymeadow Planned Unit Development. At Final Plat a deed restriction shall be placed on this wildlife corridor to guarantee its protection. **(PUD Guide Section 3.B.9; Annexation/Development Agreement Section 14.5)**

10. The Development Agreement shall include a commitment to retain the eastern buffer/wildlife corridor in agricultural production. **(Need to add to Annexation/Development Agreement Section 22)**

B. Water Rights and Physical Supply

11. Completion of an irrigation return flow study associated with the proposed dry-up under the Haymeadow agricultural ditches. The study should identify the amount and timing of expected stream loss due to the loss of delayed irrigation return flows. This study will be required for the future transfer of agricultural rights to the Town's water treatment plant. **(Completed)**
12. Completion of a lawn irrigation return flow study. This study will also be required for the future transfer of agricultural rights to the Town's water treatment plant. **(Completed)**
13. Agreement regarding the extent of historic irrigation beneath the various Haymeadow agricultural ditches. **(Completed)**
14. Agreement regarding the ownership of water rights within the various Haymeadow agricultural ditches. **(Completed)**
15. Agreement concerning the water use assumptions used to calculate the potential water use under the potable water system. **(Completed)**
16. More in-depth information regarding the Haymeadow ditch system and its proposed operation including whether water rights that will be used by Haymeadow for continued irrigation of open space will be consolidated into one ditch system (Love and White?) or remain in multiple ditches. If these water rights are to be transferred to new points of diversion, information shall be provided on the impact of these new diversion points on flows in Brush Creek. **(Completed)**
17. Identification of the specific stream conditions in Brush Creek under which Haymeadow would utilize the required pump back system as outlined in the Brush Creek Management Plan. Will the pump back be shared with the Kummer Development Corporation or operated separately? **(Completed)**

18. Identification of what conditions, if any, that the Town could utilize Hay meadow's on-site storage for use during critical low flow periods. **(Completed)**
19. Water flow modeling of Brush Creek from the Love and White ditch to the confluence of the Eagle River comparing pre-development and post development conditions under average, dry and critically dry scenarios. **(Completed)**

C. Potable and Wastewater System

20. Prior to any granting of vested rights to the Haymeadow Project, an assessment shall be made by the Town of Eagle of the status of the Lower Basin Water Treatment Plant project. The assessment shall evaluate any proposed Haymeadow phasing plan in relationship to the construction schedule for the Lower Basin Water Treatment Plant. The Town will work with the applicant to prepare phasing and construction plans that ensure the availability of adequate potable water service for the Haymeadow project. **(Completed)**

D. Roadway, Traffic and Transportation

21. In order to reduce the traffic impact on the Town's roadway system, the extension of Brush Creek Road to Highway 6 shall occur sooner than indicated as necessary in the Traffic Analysis submitted with the Application. The specific timing of this improvement shall be determined by the Board of Trustees during their review of this application. **(Annexation/Development Agreement Section 10.1)**
22. The following shall be completed prior to any approval of the Haymeadow project granting unrestricted vested rights: the completion of an appropriate planning process in collaboration with CDOT for Highway 6, and the preparation of a schedule and financing plan for construction of the necessary improvements. The relationship between the timing of the Highway 6 planning/construction effort and the granting of vested rights for the Haymeadow Project will be evaluated with the first Preliminary Subdivision Plan application submitted for the Haymeadow Project, and any approval of such application conditioned appropriately. **(Annexation/Development Agreement Section 10.2)**
23. Any approval granting vested rights to the Haymeadow project shall include the requirement for construction of improvements at off-site intersections as follows: signalization or roundabouts at the intersections of Capitol Street/Brush Creek Road, and

signalization of Capitol Street/Sylvan Lake Road, and signalization of Eagle Ranch Road/Sylvan Lake Road. Pedestrian safety improvements at Brush Creek Road/Capitol Street Intersections should be required with the first Final Plat. Construction of these improvements shall occur at specific points in time as determined during the first Preliminary Plan review. The timing of the construction will be determined in consideration of any phasing plan presented for the Haymeadow. **(Town agrees to assume responsibility for these improvements)**

24. Any approval granting vested rights to the Haymeadow project shall include the requirement for construction of roundabouts at the intersections of Sylvan Lake Road/Brush Creek Road and Sylvan Lake Road/Ouzel Lane with the first phase of development. Additionally, a roundabout shall be constructed at the intersection of the Sylvan Lake Road/proposed school/recreation site access road with the development of the school/recreation site. **(Annexation/Development Agreement Section 10.3)**
25. The portion of the school access road located in Neighborhood A-1 shall be constructed from the loop road to the western property boundary as part of the public improvements constructed with the first Final Plat for neighborhood A-1 **(Development Plan)**
26. Any future approval of the Haymeadow that allows phasing of infrastructure improvements shall require design of all future off-site roadway improvements (excluding Highway 6 – see condition above) with the first approval granting vested rights to the Haymeadow project, and include a strict phasing plan for home construction that is tied to the infrastructure phasing. These future off-site road improvements referenced above are limited to those improvements required by Haymeadow to comply with Adequate Public Facilities Regulation. **(Annexation/Development Agreement Section 10)**
27. Any approval granting vested rights to the Haymeadow project shall include the requirement for the provision of significant funding from the developer for off-site roadway improvements. **(Incorporated throughout the Annexation/Development Agreement)**

E. Detailed Planning (New)

28. PUD Guide be revised to require provision that Multi-Family buildings in west/central area of Neighborhood A-1 be configured in such a manner to accommodate a re-alignment of the future 10 foot wide asphalt trail identified on the Neighborhood A-1, Phase 1 Trails Plan. This trail will serve as a main route for school children to access the

school site at a location close to the north side of the school's vehicular access system. This trail shall be configured to encourage use by children and designed in such a manner that provides direct views of the school site where possible and places a strong emphasis on safety at roadway crossings. This portion of the trail system will be approved by the Town as part of the Development Permit review process for the adjacent multi-family buildings and the trail shall be constructed concurrent with the multi-family units. In the event construction is initiated on the school prior to completion of the trail, the developer shall cause completion of this trail prior to the opening of the school.

(PUD Guide Section 3.A.8)

29. The PUD Guide shall be revised to include language requiring the site and landscape design submitted with Final Plats and subsequent Development Permits to encourage key visual corridors into the development, such as north-east from the school road intersection, and at the next two roadway intersections along Sylvan Lake Road. These above referenced key visual corridors shall be highlighted on Development Plan. **(PUD Guide Section 6.6.a)**
30. The Development Plan and PUD Guide shall be amended to include the provision for an appropriately located and aesthetically designed storage building and an appropriately screened yard area not visible from the street. **(PUD Guide Section 6.6.b & Section 3.A.2.j)**
31. The trail system on west side of Willow Corridor shall include a soft path shifted to the west. This trail shall be designed to provide an alternative for a more natural experience for hikers and mountain bikers from the Trailhead Park north to the BLM. **(Development Plan)**
32. The PUD Guide shall be expanded to include section requiring wildlife friendly fencing along the rear yards of lots that border significant natural open space. **(PUD Guide Section 9)**
33. The Development Agreement shall include a requirement that the developer repair and or construct a wildlife friendly agricultural fence along the BLM boundary adjacent to BLM Lands on the North and the adjacent private land on the East side of the PUD. **(Annexation/Development Agreement Section 9.2)**
34. Development Agreement shall include a requirement that the developer remove the existing barbed wire fence along the south side of the PUD in coordination with the phased development of the PUD. **(Annexation/Development Agreement Section 9.3)**

35. Design Guidelines shall include a comprehensive set of requirements for fence design and allowances. **(PUD Guide Section 6.5)**
36. The depth of the single family lots on the north side of neighborhood A-1 be lengthen to 115 feet and along the east side to 120 feet. **(Development Plan/Final Plat)**
37. Landscape design submitted with Final Plat shall establish the school road intersection as a gateway into the Haymeadow PUD. **(PUD Guide Section 6.6.a)**
38. Ample statements and provisions should be made on the Final Plat and conveyance documents to establish and communicate the shared nature of the driveways accessing those duplexes requiring such access. **(No Longer Applicable)**
39. Design Guidelines include a provision to encourage the use of solar power and require that roof angles, wherever reasonably possible, accommodate P.V. panels. **(PUD Guide Section 6.2.c)**
40. PUD Guide be revised to address parking for Accessory Dwelling Units (minimum one space per unit) **(PUD Guide Section 5)**
41. PUD Guide is revised to establish a limit of 15 units per gross acre for development within any Multi-Family Tract as shown on the initial Final Plat. **(PUD Guide Section 3.A.7)**
42. The Landscape Design submittal at Final Plat shall show required sight line triangles at roadway intersections and trail/roadway crossings. **(Need to add to Annexation/Development Agreement Section 9)**
43. The PUD Guide shall include a requirement in the single family neighborhoods that the minimum depth of a front porch be 7 feet. **(PUD Guide Section 3.A.9)**
44. The PUD Guide shall be revised to include a Section describing the design philosophy of the Haymeadow PUD and intended architectural character of the buildings to be constructed. **(PUD Guide Section 6.1)**
45. The PUD Guide be revised to require a minimum 12.5 foot setback for front porches on single family lots within Neighborhood A-1 and A-2. **(PUD Guide Section 3.A.4)**

In addition to the above referenced recommended conditions of approval, Staff and Planning and Zoning Commission recommend:

1. the Development Agreement establish the Board of Trustees as the managing entity for:
 - Trails within Town of Eagle Open Space dedicated by Haymeadow,
 - Haymaker Trail regardless of land ownership, and
 - Trails accessing BLM lands regardless of land ownership
2. Town explores the potential for a motorized access to BLM at the Eastern Trailhead proposed on Haymeadow. Motorized access would depend on the Town and BLM designing a trail connection to Road Gulch.
3. The Town seasonally closes the eastern portion of the Haymaker Trail and the Eastern Trailhead accessing BLM land.

GREATER EAGLE FIRE PROTECTION DISTRICT

P.O. Box 961 • Eagle, Colorado 81631 • (970) 328-7244 • Fax - (970) 328-7280 • E-Mail - station1@eaglefiredistrict.com

DATE: March 7, 2014

FROM: Greater Eagle Fire Protection District
425 East 3rd St.
P.O. Box 961
Eagle, CO 81631
1-970-328-7244

TO: Town of Eagle Board of Trustee
ATTN: Mayor Yuri Kostick

REF: Comments by Greater Eagle Fire Protection District for The Haymeadow PUD in reference to the collection of the Fire Protection Impact Fees and the proposed lot size for the Brush Creek fire station.

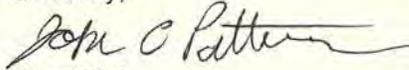
The Board of Trustees for the Greater Eagle Fire Protection District would like to reiterate the need to collect all of the Fire Protection Impact Fees and the proposed land dedication of 1.6 acre lot size for us to be able to meet the Level of Service (LOS) as described by the Town of Eagle.

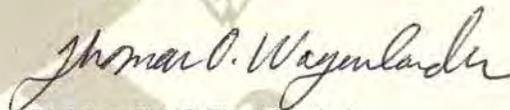
The additional fees collected for neighborhoods C & D in the Haymeadow PUD in 5-10 years (possibly longer) it will be necessary to replace the already 15+ year old fire engine that we are expecting to housed at the Brush Creek Station. By the time these fees are collected, this fire engine will have been in service for over 20+ years. In today's dollars, the cost to replace this engine is over \$650,000 dollars. While the approximately \$225,000 dollars received in impact fees from these filings does not cover the full cost, these fees will be essential for us to be able to purchase a replacement engine to continue our serve to this development. It should also be noted that the District is expecting to subsidize the costs of the Brush Creek fire station's construction with not only the \$500,000 dollars of impact fees on hand but with additional funds from the District's capital fund.

As for the size of the lot to be conveyed to the District, we believe that the proposed roughly 1.6 acres should be adequate for the facility, as long as the full 1.6 acres is suitable for the structure and required amenities.

If you have any questions or need further clarifications, please contact us at Eagle Fire 1-970-328-7244 or jpatterson@gefpd.org.

Sincerely,


Fire Chief
John Patterson
Greater Eagle Fire Protection District
District


Division Chief/ Fire Marshal
Thomas O. Wagenlander
Greater Eagle Fire Protection

Cc Jon Stavney, Town of Eagle Manager
Ric Newman, Abrika Properties, LLC
Rick Pylman, Pylman & Associates LLC

@COJasonGlass

Jason E. Glass, Ed.D.

Superintendent and Chief Learner
jason.glass@eagleschools.net



March 5, 2014

Mr. Jon Stavney, Town Manager
Town of Eagle
200 Broadway
P.O. Box 609
Eagle, CO 81631

RE: Changes to the Haymeadow School Dedication

Dear Mr. Stavney:

It is our understanding that the Haymeadow project has proposed changes to the previously agreed upon school land dedication. Specifically, that in lieu of a +/-18.3 acre dedication for the School District, the proposal is now for a +/-32.8 acre combined school/parkland dedication.

As you know, two years ago a considerable effort was made in evaluating the land to be dedicated and in preparing schematic plans for a K-8 school (and adjoining park improvements to be completed by the Town) on this land. That said, the design work done at that time was very conceptual in nature and was based on development plans (the District and I believe the Town's) that may be subject to change in the future. As such it seems very reasonable at this point in time to consider one combined dedication site and decisions regarding the allocation of this land can best be made in the future when the Town and District have a better understanding of improvements to be developed on the land.

The District supports the proposed changes to the Haymeadow school land dedication with the condition that the District and Town enter into an inter-governmental agreement memorializing discussions we have had over the past few weeks. By way of example, key points we would anticipate being addressed by the IGA include, but are not limited to:

- The District and Town agree to collaborate on a joint planning/design process for school and park improvements,
- If it is determined that the full 18.3 acres previously contemplated for school development is necessary, that the Town will provide land (previously contemplated for park development) in order to make the school land dedication "whole", and
- The potential for shared/joint use of fields or other facilities.

The District expects that this land dedication will play a very important role in the future of Eagle area schools and we look forward to working with you on the IGA in the very near future. I would like to thank you and the Town for your continued efforts on this land dedication and to also thank the developers of the Haymeadow project for providing a school land dedication in excess of requirements outlined by town codes.

Thank you again for your efforts, please do not hesitate to contact me with any questions you may have.

Regards,

Dr. Jason Glass, Superintendent
Eagle County School District

CC: Eagle Town Board of Trustees
Tom Boni
Mike Gass

pho: 970 328-6321 fax: 970 328-1024

myapp.is/EagleSchools • web: eagleschools.net • twitter: @eagleCOSchools • facebook: eagle.schools • 948 Chambers Ave • PO Box 740 • Eagle, CO 81631



From: <rosieswood@aol.com>
Date: Mar 11, 2014 4:02 PM
Subject: Please insert into comments
To: <tom@townofeagle.org>
Cc:

To: Town of Eagle, Trustees, and staff.

I have been committed to trying to preserve wildlife habitat on Brush Creek for many years, even developing a website that was supported by over 500 signatures. I have presented petitions to the Town that contained over 80 signatures of residents in the Brush Creek Valley and tributaries to please deny Haymeadow, and yet we are coming down to the wire with a proposal that gratuitously offers a mere 1000 feet for a movement corridor, and no other wildlife consideration. I have requested several times to both the P&Z and Town Board that the recreational bike path be relocated out of the wildlife corridor in Parcel D, even receiving agreement from Board members. But nothing happens, the trail is still there, and the response has been to rapidly seize the opportunity to place a new bike path looping into and returning through the top of that wildlife corridor. The other side of that fence line is BLM which is designated critical wildlife habitat, but no regard seems to be given that a mere fence line separates life or death for wildlife. At this last hour, might someone readdress my request?

This community is overwhelmingly opposed to this project except for those who might personally gain from it. Your lack of attention to public input is disgraceful and is indicative of the personal agendas on the Board. Pet projects and professional interests seem to be what drives this town, and I'm declining to be a witness to one of the last best places being traded out for money and positioning. Thank you for entering my input into record as I won't be attending.

Rosie Shearwood
9081 Brush Creek Road