Developer’s Agreement – Comment Response 1

The True Life Companies – Willow Bend

July 14, 2015

Paragraph 1 – …WB Play Holding, LLC (“Owner”) a Colorado Limited Liability Company; and VTL Willow Bend LLC and TTLC Willow Bend Investors LLC, (“Owner and Developer”) a Colorado Limited Liability Company and, a Delaware Limited Liability Company.

Section 1.6. “Developer” or “Developers” shall mean VTL Willow Bend LLC, a Colorado Limited Liability Company.

Section 5.06 E. The Developer shall be responsible for maintenance of the Public Landscaping Improvement until Initial Acceptance of all Public Landscaping Improvements, within each respective development phase.

Section 11.01. No Changes.

Section 11.02. **We would like to request this model permit number be increased to 7 vs. 5 in the event there are multiple builders on the site.**

Section 11.03. No Changes.

Section 11.04. **Since this Subdivision is being built in phases can we please add the following the language**: (last sentence) All Public improvements constructed by the Developer in public rights-of-way, easements or other land dedication to the City on the subdivision shall become the property of the City and the Developer shall warrant the Public improvements for two years from the date of initial Acceptance or until 80% of the total building permits for the subdivision respective phase are issued, whichever is greater.

Section 11.05. The Developer shall have substantially completed all appropriate drainage work, including off-site drainage improvements/detention facilities, easement and erosion control measures, necessary to convey storm water flows from the subdivision to a drainage way acceptable to the development Engineering Manager prior to any paving, concrete work or issuance of the 50th building permit for the Property. **(Some storm drainage work may be occurring simultaneous to concrete / paving work, esp. in the channel and pond.)**

Section 11.06. All new and existing utility and power lines shall be installed underground prior to the issuance of any Certificate of Occupancy for the Property. Existing facilities for undergrounding consist of the power line and poles along Holly Street. This does not include the power lines and poles on the western border of the property as these poles are not located on our property. Necessary above ground…

Section 11.07. **Regarding the capital project costs and determining the actual cost; when the paragraph says,** “COT capital project costs will be utilized to determine the actual costs, and a developer’s agreement amendment will be required at that time to memorialize the final amount to be collected. **When does this amount become defined and when is it to be collected? I would assume both would happen upon recordation of the plat? I.e. we cannot be making additional payment 10+ years from now anticipating when the traffic signals are going to be actually built.**

Section 11.08 The Developer shall pay cash-in-lieu for the future construction of “X” flashing school lights at the location of “x” in the amount of $XX.xx prior to the issuance of the 1st building permit in Phase 3 of the Property. This amount will be adjusted at the time of collection based upon the previous years’ City of Thornton capital improvement coasts for school flashing light installation. A developer’s agreement amendment will be required at that time to memorialize the final amount to be collected. **See previous comment for this as well; when does this amount become defined and when is it to be collected?**

Section 11.09. The Developer shall pay cash-in-lieu for the future construction of one-half of the median along Holly Street From 144th Avenue to 870’ north of Signal Ditch Parkway or Stations 0+00 to 8+70 in the amount of $\_\_\_\_\_\_\_\_\_\_\_ prior to the issuance of the 1st building permit in Phase 1 of the Property. The Developer shall pay cash-in-lieu for the future construction of one-half of the medial along Holly Street From 870’ north of 144th Avenue to 700’ north of Signal Ditch Parkway or Stations 9+70 to 32+00 in the amount of $\_\_\_\_\_\_\_\_\_\_\_ prior to the issuance of the 1st building permit in Phase 2 of the Property. If cash-in-lieu has been collected…collected. **There was a comment on the DA “Use $100/LF which included the tap fee.” If the medians are owned and maintained by the City, wouldn’t the City pay the tap fee? Would we use the cost estimate to develop the LF cost?**

Section 11.10. The Developer shall design and construct the median and associated landscaping improvements on 144th Avenue along the full frontage of the property prior to the initial acceptance of Phase 1 of the Property. **Will the City be paying for the tap fee for this? Are we receiving funds from Lewis Points cash-in-lieu contribution and if so what is that amount?**

Section 11.11. The Developer shall design and construct the full median and associated landscape improvements along 1200 lineal feet of Signal ditch Parkway from Holly Street to the western boundary of Tract G prior to the initial acceptance of Phase 2 of the property. The developer shall pay cash-in-lieu for (1,950 LF) of the future construction on one-half the median along Signal Ditch Parkway from the western boundary of Tract G to the western property line in the amount of $XX.XX prior to the issuance of the 1st building permit in Phase 3 of the property. This amount will be adjusted at the time of collection based upon the previous years’ City of Thornton capital improvement costs for median installation. A developer’s agreement amendment will be required at that time to memorialize the final amount to be collected.

Section 11.12. The Developer shall pay $XX.xx for their proportional share of the Todd Creek Lift Station IGA upon execution of this agreement. This collection shall be based upon the agreement signed agreement between Willow Bend and North Holly Interceptor.

Section 11.13. No changes. (Verify tract letters.)

Section 11.14. The Developer shall submit acceptable construction drawings for Tract “S” City Park prior to the approval of the infrastructure construction drawings. Construction drawings for Tract S shall be approved by the City prior to the issuance of the 60th building permit for the property phase 1.

Section 11.15. Improvements to Tract S shall be completed in two segments, as shown on the phase map and the approved construction drawings. The improvements in segment A shall be completed, as determined by the Current Planning Manager, prior to the issuance of the (50%) building permit of phase 1 or within 24 months of the issuance of the first building permit for the property. The improvements in segment B shall be completed, as determined by the Current Planning Manager, prior to the issuance of the 50% building permit of phase 2 or any building permit in any subsequent phase. The Developer shall construct the park to allow for phased maintenance acceptance by the parks department. The park is a City owned and maintained facility thus the connection fees for the irrigation water meter(s) in the park shall be waived. Tract S…City. **Due to the size and phasing of this park, and that the project is constructing two large city parks, we are requesting the City accept a phased maintenance provided we construct the park so that it can be developed in two separate systems for phased acceptance.**

Section 11.16. Developer shall submit acceptable construction drawings for Tract “M” City Park prior to the issuance of the 30% total building permit in Phase 2. Construction drawings for Tract M shall be approved by the City prior to the issuance of the 50% total permit in Phase 3 for the property.

Section 11.17. No Changes, with the exception of changing the “?” to phase 3.

Section 11.18. The landscaping and seeding adjacent to and within Tract N (detention pond) shall be completed and found to be in compliance with the Approved Plans and re-certified for volume and design after the landscaping is completed prior to Initial Acceptance of Phase 2. **Phase 2 because of the extensive channel improvements, size of the pond (regional) and the LOMR certification requirement for phase 2.**

Section 11.19. No Changes.

Section 11.20. All perimeter and common fencing shall be completed in each Phase and found to be in compliance with the Approved Plans prior to the issuance of the…which included the model home permits. The perimeter fencing on the western property boarder consists of wire fence and 6’ privacy fence that will be installed by the homebuilder.

Section 11.21. No Changes.

Section 11.22. **Add annexation agreement obligations.**

Section 11.23-29. No Changes.

Section 11.30. Developer shall relocate the private 4-inch waterline within Holly Street, outside of the future roadway section and sidewalk improvements prior to initial acceptance of Phase 1 and Phase 2 per the phase construction drawings.

Section 11.31-37. No Changes.

Section 11.38. The Developer shall design and construct the half roadway improvements for 144th Ave. in accordance with the plans from station 30+64 to 57+00 prior to the initial acceptance of phase 1 subdivision improvements.

Section 11.39. The Developer shall design and construct the offsite taper section on 144th Ave from station 27+80 to 30+64 in accordance with the construction plans prior to the initial acceptance of phase 1 subdivision improvements.

Section 11.40. The Developer shall design and construct the half roadway improvements for Holly Street from station 0+00 to 8+70 in accordance with the construction plans prior to the initial acceptance of phase 1 subdivision improvements.

Section. 11.41. The Developer shall design and construct the half roadway improvements for Holly Street from station 8+70 to 32+00 in accordance with the construction plans prior to the initial acceptance of phase 2 subdivision improvements.

Section. 11.42. The Developer shall design and construct the Holly Street offsite taper section from station 32+00 to 35+00 in accordance with the construction plans prior to the initial acceptance of phase 2 subdivision improvements.