

Boulder County Clerk and Recorder

Digitally signed by: Molly Fitzpatrick Date: Nov 01, 2025 02:06 PM -06:00

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#01276465 03/25/93 08:46 AM REAL ESTATE RECORDS F1808 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

13-1

THE PIKE NEIGHBORHOOD PARKS AGREEMENT, REVISION #1

Uth THIS REVISION #1 is made and entered into this manch, 1993, by and between the CITY OF LONGMONT, Colorado, a municipal corporation, hereinafter referred to as the "City", and

RAINBOW RIDGE LIMITED, formerly known as ROCKY MOUNTAIN RETIREMENT VILLAGE,

LTD.,

WALLACE H. GRANT, DOUGLAS GRANT, HENRY BRALY,

CREEKSIDE I, LTD.,

CREEKSIDE III, a Limited Liability Company and DALE BRUNS AND KATHY BRUNS (RAINBOW RIDGE FILING 3),

hereinafter referred to as the "Owners".

WHEREAS, on May 30, 1989, the City of Longmont and Rocky Mountain Retirement Village Ltd., Wallace H. Grant, Douglas Grant, Henry Braly, and Donald H. McKendry entered into an agreement recorded on September 19, 1989 at Film No. F1595, Reception No. 01004017, hereinafter known as the "Original Agreement", and

WHEREAS, in the Original Agreement dated May 30, 1989, the Owners agreed to design, construct, and then transfer ownership of the neighborhood park to the City upon final acceptance by the City of the improvements, and the parties thereto have agreed to replace its terms and conditions with this Revision #1;

WHEREAS, the Original Agreement requires an amendment when additional land is annexed in the Pike Neighborhood; and

WHEREAS, Rainbow Ridge Annexation has been conditionally annexed to the City of Longmont; and

WHEREAS, the Owners now desire to convey the land for the park in advance of construction rather than after the completion of the park; and

WHEREAS, a final landscape plan and preliminary cost estimate for the Neighborhood Park have been developed, identifying park size, park boundaries, layout and park facilities; and

WHEREAS, all parties desire to adjust the timing requirements and other details concerning dedication and construction of the park by the Owners and reimbursement for such; and

WHEREAS, Wallace H. Grant, Douglas Grant and Henry Braly also do business as Creekside Development Company, a general partner of Creekside I, Ltd. and as Creekside III, a Limited Liability Company, hereinafter all referred to as "Creekside".

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree to replace the Original Agreement with the following:



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- 1. A. Owners agree to design, construct and then transfer ownership of the neighborhood park to the City upon final acceptance by the City of the improvements.
 - B. All the parties must agree to the size and location of the park, prior to conveyance to the City.
 - C. Creekside shall furnish to the City, at Creekside's expense, a current owner's title insurance commitment covering the park land. The title commitment shall be accompanied by copies of all instruments and documents referred to therein as creating exceptions to title. The standard printed exceptions in the commitment concerning liens for labor, service, or materials not of record shall be deleted from the commitment at Creekside's expense. Creekside, at its expense, will purchase and deliver the title insurance policy to the City.
 - D. Creekside, at its expense, shall furnish a current survey of the park land to be prepared by a registered Colorado land surveyor. The survey shall include the surveyor's certificate to the City, Creekside, and the title insurance company providing the title insurance, setting forth and verifying the accuracy of the legal description, shall certify the accuracy of the survey plat, and shall certify as to the exact area of the park land in square feet. The survey shall be in a form acceptable to the title insurance company for the deletion of the standard survey exception relating to boundaries.
 - E. Creekside shall convey the park land by general warranty deed, free and clear of all taxes except the general taxes for year of the conveyance, and free and clear of all liens and encumbrances. Creekside represents and warrants that it has good and merchantable title to the park land and has no knowledge of any patent or latent defects, including the presence of hazardous substances or conditions, existing on the park land. Creekside shall be responsible for and pay the general taxes for the year of the conveyance.
 - F. The stilling pond to be built by Creekside as part of the drainage improvements for Creekside Third Filing shall be removed prior to construction of park facilities by Creekside at its sole expense, and shall not be considered as a park construction cost subject to reimbursement under Section 4 herein.
 - G. Upon acceptance of the park land by the City, Creekside shall receive credit for the transfer against its park funding deficit on executed Memoranda of Agreement for Public Improvements in the Pike Neighborhood, and the balance shall be paid from the accumulated park fees fund at the rate of \$18,500 per acre.
 - H. Creekside may elect to transfer the park land to the City prior to park construction, subject to the following condition:



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- 1. If the stilling pond remains on the park land after the dedication to the City, Creekside shall maintain it, at its sole expense and with no reimbursement from the City, in a manner so that it will not create a hazard to the public. Creekside shall indemnify and hold harmless the City, and its officers, agents, employees and contractors, from any claims or liability for damage or injury to property or persons arising from or caused directly or indirectly by the stilling maintain adequate comprehensive Creekside shall general liability insurance satisfactory to the City. Such insurance policy shall provide a minimum coverage of \$150,000.00 for injury to any one person and \$600,000.00 for injury to more than one person in a single occurrence. Creekside shall name the City as an additional insured on such insurance policy, mail a copy of the certificate of insurance and endorsements to the City of Longmont Risk Manager, 457 4th Avenue, Longmont, Colorado 80501.
- Creekside may remove excess dirt from the park site for use on the Creekside development provided the following conditions are met prior to any removal.
 - 1. Creekside shall submit for City approval a final grading plan for all property affected; the approval of the grading plan shall be tied to an MOAPI. The plan shall include a contour survey of the park site prior to removal, an estimate of the amount of dirt to be removed, a plan clearly indicating finish grades for the entire park site and current soil analysis and soil profile information.
 - Cut and fill stakes on a 100 foot grid shall be placed by Creekside and inspected and approved by the City.
 - 3. All topsoil shall be stripped, stockpiled and protected. During the removal, the City will inspect and monitor the removal and inspect the site for conformance to the approved plans. After removal, topsoil shall be replaced and augmented if necessary to conform to soil profile information before removal. A final survey shall be completed by Creekside to verify dirt removal in accordance with the approved grading plan. When complete, the site must be acceptable to the City with respect to topsoil depth and content, finish grade, and appropriate drainage. If additional work (or testing) is needed to restore the site to a satisfactory condition, such expenses shall be borne by Creekside. None of the expenses associated with the removal of the dirt (engineering, testing, survey, etc.) shall be considered park expenses.
- 2. A. The Neighborhood Park shall be 7 to 8 acres in size, not including drainage areas, wetland areas, or primary greenway. It shall include a range of neighborhood parks facilities including but not limited to:



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1/2 court basketball sandcourt volleyball restrooms parking lot pathways bikeway connections landscaping, including

open play area playground equipment picnic shelters lighting park identification signs irrigation systems buffering of permanent park facilities from the future highway

- City and Owners have approved a Final Plan for the park prepared by В. Rocky Mountain Consultants, dated November 17, 1992 and attached hereto. This plan shall be the basis for the preparation of public improvement plans for the park.
- 3. Final plans, public improvement plans and cost estimates shall be Α. prepared by the Owners, reviewed by the City Public Improvement Review Committee, and approved by the City. Such approvals shall be completed prior to or in conjunction with the plat which contains Creekside Drive or any of the lots abutting the park site on the south side.
 - Owners and City will execute a Memorandum of Agreement for Public В. Improvements (MOAPI) for each phase of the park in accordance with City procedures for the construction of public improvements. At the time of MOAPI execution, a calculation of all available park deficits and designated park fees shall be made. The difference between available resources and the cost of the park improvements for each phase shall be guaranteed by Owners' letter of credit.
 - С. Construction of the park shall proceed in no more than 3 phases as defined below. The first phase shall begin in conjunction with the construction of Creekside Drive OR when sufficient funds, in the form of remimbursable park fees and park deficit escrows per Section 4 herein, are available; whichever occurs later. The final phase of park improvements shall be completed in conjunction with the public improvements for the lots which abut the park site's south edge and prior to release of building permits for said lots OR one month prior to the expiration of the letter of credit guaranteeing the completion of the park, whichever occurs first. improvements not completed when those public improvements are substantially completed and put into use, will be completed by the City with proceeds from the letter of credit and remaining park deficits and designated park fees. For illustration purposes only, a phasing cost breakdown is attached as Exhibit A; it is understood by the parties that these phasing costs are estimates and subject to refinement and change.
 - Phase I shall consist of grading, underground utilities, 1. irrigation system, walks and pathways, parking lot, curb and gutter, and all paving including the basketball court surface. The current cost estimate for Phase I is \$197,350.



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- 2. Phase IA shall consist of turf seeding and some tree and shrub planting; all to be installed at the first appropriate season following the completion of Phase I. The current cost estimate for Phase IA is \$35,750.
- 3. Phase II shall consist of signs, entry landscaping, playground, restroom building, and associated furnishings to complete the east end of the park. The current estimated cost for Phase II is \$66,560.
- 4. Phase III shall include the park shelter, volleyball court, remaining plantings and furnishings to complete the park. The current estimated cost of Phase III is \$26,300.
- D. If Owners desire to grade, excavate or facilitate construction activity within the park area prior to construction documents being approved by the City, plans for the desired activity shall be reviewed and approved by the Parks and Recreation Director prior to commencement of the desired activity.
- Ε. Park deficit escrows shall continue to be required for each phase of residential development in the Pike Neighborhood. The escrow shall be for that phase's proportionate share of the park acquisition and construction less the anticipated park fees to be generated by that phase of development. The total number of units in the neighborhood, the projected cost of the park, and the current park fee shall be used to calculate each phase's share of the park deficit and the figures used for these variables shall be the current figures on the date the MOAPI is executed. These deficit escrows will be converted to cash when the City determines that public improvements are substantially complete and in use OR at the end of the initial term of the letter of credit, whichever comes first. The cash shall be held by the city to reimburse Owners for park improvements and acquisition.
- 4. A. Owners shall be reimbursed for design/engineering consulting fees, construction costs and acquisition of the neighborhood park from park fees collected within the Pike Neighborhood. It is currently estimated that the 240 anticipated units will generate approximately \$319,247 in park fee revenue (59 units at \$978/unit and 181 at the current rate of \$1444). Revenue from these first 240 units will be distributed as follows:
 - The first \$170,127 of park fees collected shall be reimbursed to Owners.
 - 2. The next \$149,120 of park fees collected shall be retained by the City as the 240 units' share of Community parks responsibility.
 - B. Park fees collected from units in excess of 240 shall be split between the City and Owners to reflect the park fee components for



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neighborhood and community parks as specified in Ordinance 0-92-64.

- C. Park deficit escrows collected as development occurs within the Pike Neighborhood shall also be available to reimburse Owners for design/engineering consulting fees, construction costs and acquisition of the neighborhood park.
- D. Park Fees and park deficit escrow funds shall be reimbursed to Owners only up to the amounts expended by Owners in construction of the park as evidenced by bills presented to the Parks and Recreation Director plus the value of the park land at \$18,500 per acre less the area used for primary greenway and drainage wetlands area. Expenses shall be reimbursed to Owners on a quarterly basis, based upon availability.
- E. Expenses exceeding the funding provided by the park fees collected within the Pike Neighborhood and the park deficit escrows shall be the responsibility of the Owners.
- 5. A. If conditions such as park service area or fee structures change such that other fees or funding sources are available to reimburse owners, an amendment to this agreement will be used to modify its terms and conditions.
- 6. A. It is further agreed by the parties that in the event of any conflict, inconsistency or incongruity between the provisions of this Revision #1 and any of the provisions of the previously executed Memoranda of Agreement for Public Improvements, the provisions of this Revision #1 shall in all respects govern and control. This Revision #1 and any Memorandum of Agreement for Public Improvements shall remain in full force and effect unless terminated by mutual agreement of the parties thereto.
 - B. The parties further acknowledge that future annexations and subdivisions of residential property to or in the Pike Neighborhood will participate in the financing of the Pike Neighborhood Park in the same manner as provided herein. If additional units are added to the neighborhood, parties that have previously financially guaranteed the park deficit shall be entitled to a prorata refund of such contribution, subject to availability of park deficit funds, or a prorata credit against future park deficit escrow obligations.

CITY OF LONGMANT, a Municipal Corporation

Mayor

ATTEST:

City Clerk

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APPROVED AS TO FORM: APPROVED AS TO CONTENT:
Deputy City Attorney Director of Community Development
By
Kathy Bours (Rainbow Ridge Filing No. 3)
RAINBOW RADGE LTD., formerly known as ROCKY MOUNTAIN RETIREMENT VILLAGE, LTD. Dale Bruns, General Partner
STATE OF Colorado
STATE OF <u>Colorado</u>) ss COUNTY OF <u>Boulder</u>)
The foregoing instrument was acknowledged before me this 20 day of day of the foregoing, 1993, by Dale Bruns and Kathy Bruns individually and Dale Bruns as General Partner for Rainbow Ridge Ltd., formerly known as Rocky Mountain Retirement Village, LTD.
Witness my official and seal.
My Commission expires: June 3 1995. SEAL Notary Public Carolyn Beneau
SEAL Notary Public Carolyn Beneau 9737 yllowstone Rd. 20nymont (0 2000)



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Wallace H. Grant by Dongla Jan	
Wallace H. Grant	
STATE OF <u>Calorado</u>) ss COUNTY OF <u>Bauldie</u>)	
COUNTY OF Bauldie ;	
The foregoing instrument was acknowledged before me this <u>2</u> day of <u>Alax Ch</u> , 1993, by Wallace H. Grant.	f
Witness my official and seal.	
My Commission expires: My commission expires Nov. 30, 1996	
600 Florida auc	
- Nougriund, Co 80.501	
Long Front	
Douglas Grant	
STATE OF (1.25 to A.C.)	
COUNTY OF Baniair)	
COUNTY OF Baneaic)	
The foregoing instrument was acknowledged before me this <u>2</u> day of <u>Ularch</u> , 1993, by Douglas Grant.	
Witness my official and seal.	
My Commission expires: My Commission expires Nov. 30, 1989	
SEAL Notary Public Sinda H Pithen	
600 Florida aus	
- Morgnione, CO 8050/	



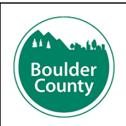


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Thung Baly
Henry Braly
STATE OF
Witness my official and seal.
My Commission expires: 4-28-94.
SEAL Notary Public Cynthia S. Anitic



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CREEKSIDE I, LTD. By CREEKSIDE DEVELOPMENT COMPANY, a general partner of Creekside I, Ltd.
By Wallace H. Grant by Dougla Jonnet Wallace H. Grant, President
CREEKSIDE III, a Limited Liability Company
Wallace H. Grant by Longla front Wallace H. Grant, Manager
STATE OF Cala-ta dis) COUNTY OF Baccale)
The foregoing instrument was acknowledged before me this 2 day of 1960 (1960), 1993, by Wallace H Grant as President of Creekside Development Company, a general partner of Creekside I, Ltd., and as Manager of Creekside III, a Limited Liability Company.
Witness my official and seal.
My Commission expires: May Commission expires Nov. 30, 1996
SEAL Notary Public Horda H. Hitison

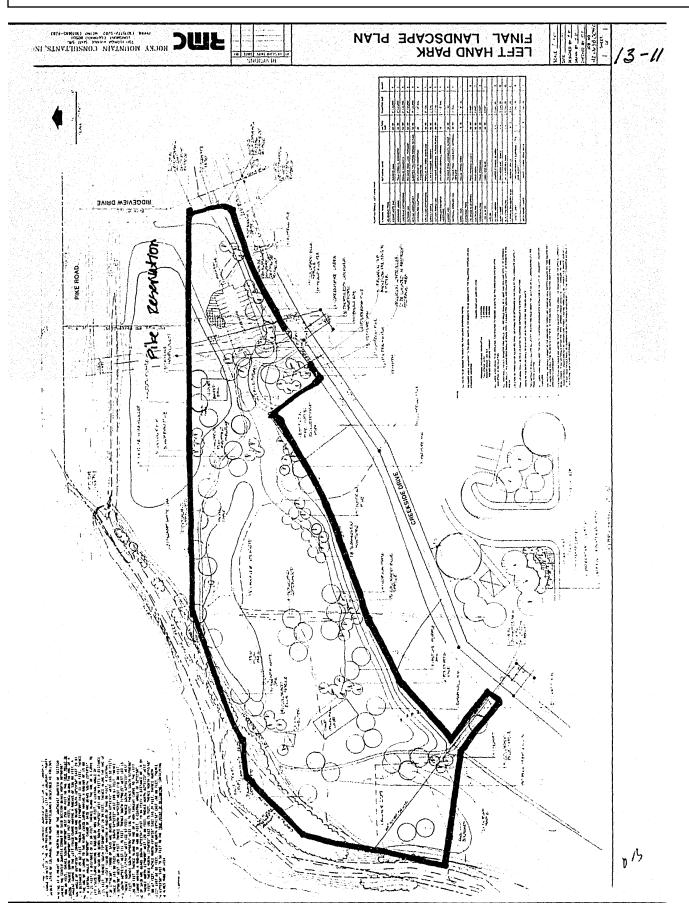
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Certified to be a full, true, and correct copy of the recorded document in my custody, Molly Fitzpatrick, Boulder County Clerk and Recorder.



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Mally Eitzpatiick

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			Exhibit A
COST ESTIMATE			Pike Neighborhood
LEFTHAND PARK			Parks Agreement,
1/4/93			Revision #1

0114.05		DEVELOPED PARK AREA - 7.5 ACRES	QUANTITY	UNIT	UNIT COST	TOTAL
PHASE	Α.	PAVEMENTS				
I I I		1. ASPHALT PARKING LOT AND DRIVE 2. CONCRETE CURB AND GUTTER 3. CONCRETE WALK - 5'		SF. LF. LF.		\$6,300.00 \$4,500.00 \$10,937.50
	В.	LANSCAPE IMPROVEMENTS	SUBTOTAL		\$21,737.50	
III III IA IA IA I I I I I I I I		1. PARK SHADE TREES 2. PARK ORNAMENTAL TREES 3. EVERGREEN TREES 4. SHRUBS 5. PERENNIALS 6. SEED TURF 7. SOIL PREP 8. FINE GRADE 9. IRRIGATION 10. MULCH & SHRUB BEDS 11. STEEL EDGER 12. ROUGH GRADE	14 47 123	SF. SF. SF. LF.	\$200.00 \$150.00 \$200.00 \$17.00 \$10.00 \$0.10 \$0.05 \$0.05 \$0.25 \$0.50 \$1.75 \$0.04	\$10,200.00 \$2,100.00 \$7,400.00 \$2,091.00 \$250.00 \$31,610.00 \$15,805.00 \$16,335.00 \$81,675.00 \$500.00 \$1,750.00 \$6,400.00
	c.	SITE FURNISHINGS	SUBTOTAL		\$178,116.00	
III III III IA III III III III III III		1. RESTROOM 2. PICNIC SHELTER 3. PICNIC TABLES 4. BENCHES 5. PLAY STRUCTURE 6. SIGN 7. SITE SIGNS 8. VOLLEY BALL COURT/EQUIP. 9. TRASH RECEPTICALS 10. BIKE RACKS 11. BBQ GRILLS 12. BASKETBALL COURT 13. DUMPSTER 14. LIGHTING 15. UTILITIES ELECTRICITY 4" S/L 3/4" W/L	1 6 6 1 1 1 1 0 1 4 2 4 1 1	EA. LS. LS. LS	\$25,000.00 \$15,000.00 \$450.00 \$250.00 \$20,000.00 \$500.00 \$3,500.00 \$440.00 \$350.00 \$100.00 \$6,000.00 \$500.00 \$6,000.00 \$6,000.00	\$15,000.00 \$2,700.00 \$1,500.00 \$20,000.00 \$500.00 \$800.00 \$3,500.00
			SUBTOTAL		\$83,360.00	





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	D.	RIGHT OF WAY AND UTILITIES			
		1. 1/2 CREEKSIDE DRIVE 2. WATER LINE (1/2 OF 12") 3. SEWER LINE (1/2 OF 12")	620 LF. 620 LF. 620 LF.	\$35.00 \$10.00 \$10.00	
			SUBTOTAL TOTAL W/O LAND \$ PER ACRE		
LAND	Ε.	LAND COST			
		1. 7.5 ACRE PARK SITE	7.5 AC.	\$18,500.00	\$138,750.00
			TOTAL		\$456,063.50
			\$ PER ACRE		\$60,808.47
	F.	OTHER COSTS ASSOCIATED WITH PARK			
1		1. STORM DRAINAGE	7.50 AC.	\$220.00	\$1.650.00
I		2. CONCRETE WALK - 8' (PRIMARY GREENWAY PATH WITHIN PARK)	500 LF.	\$14.00	\$7,000.00
	•		TOTAL		\$464,713.50
			≱ PER ACRE		\$61,951.80
		TOTAL BY PHASE		COST	
PHAS	E IA	UNDERGROUND, PAVED SURFACES SEEDING, SHRUB BEDS EASTERN FACILITIES, PARK ENTRY WESTERN FACILITIES, PLANTINGS LAND		\$197,352.50 \$35,751.00 \$66,560.00 \$26,300.00 \$138,750.00	
			TOTAL	\$464,713.50	