TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 35, SERIES 2014

A RESOLUTION APPROVING THE TIMNATH SOUTH, LLC
SETTLEMENT AGREEMENT

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Settlement Agreement between the Town of Timnath and Timnath South, LLC (the "Agreement"); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

Section 2. Ratification of Prior Action
The Council’s approval of the settlement term sheet relating to the Agreement and all other previous incidental actions taken on behalf of the Town Council in connection with the Agreement are hereby acknowledged and ratified.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 10, 2014,

TOWN OF TIMNATH, COLORADO

Jill Giacomo-Belisle, Mayor

ATTEST:
Milissa Peters, Town Clerk

[SEAL]
EXHIBIT A

AGREEMENT
SETTLEMENT AGREEMENT

THIS AGREEMENT made as of this 10th day of June, 2014 by and between TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (the “Town”); and TIMNATH RANCH, LLC, a Colorado limited liability company (the “Developer”). Collectively, the Town and the Developer are referred to herein as the “Parties”.

RECITALS

A. WHEREAS, Developer is the owner of those certain parcels of real property located in Town, as further described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference (the “Property”); and

B. WHEREAS, The Property has been previously annexed to Town and is subject to the terms and conditions of that certain Annexation and Development Agreement for the Timnath Ranch Property between the Town and Developer, dated as of the 5th day of May, 2004; and

D. WHEREAS, The Town Council of Town, after holding all necessary public hearings and having received recommendations of approval from the Timnath Planning Commission, has previously approved by various resolutions, the final plats for Filings 2, 3, 4, and 5 of the Property (collectively the approval resolutions and final plats for Filings 2, 3, 4, and 5 are referred to herein as the “Final Plat”); and

E. WHEREAS, The approval of the Final Plat for the Property was conditioned upon the execution of various subdivision improvement agreements (the “Prior SIAs”); and

F. WHEREAS, Disagreements have arisen between the Parties regarding the performance of various obligations under the Prior SIAs, and the Parties have agreed to enter into this Agreement (the “Agreement” or the “Settlement”) in order to release the Developer from various obligations under the Prior SIAs in exchange for a lump sum payment to the Town in the amount of $1,000,000.

G. WHEREAS, the Parties have also agreed to enter into an Amended and Restated Subdivision Improvement Agreement (the “Amended and Restated SIA”) in the imminent future, for the purpose of superseding and replacing the Prior SIAs in their entirety, and for the purpose of clarifying existing and new obligations of Developer to provide certain public improvements and landscaping necessitated by the proposed development of the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. Obligations of the Parties, Developer will pay One Million Dollars ($1,000,000) to the Town by July 1, 2014, and the Parties are relieved of responsibilities as defined in the Prior SIAs as follows:

a. With the exception of trail/sidewalk and detached landscaping on south side of Harmony Road, Developer has no obligation for any further improvements on Harmony Road and this Settlement includes Developer’s obligation for contribution to a traffic signal at the
intersection of County Road 1 and Harmony Road.

b. Developer has no further obligation for improvements to County Road 3 and the Settlement includes Developer’s required contribution to a traffic signal at the intersection of County Road 3 and Harmony Road.

c. Developer has no further obligation on County Road 36.

d. The Developer has no further required contribution for County Road 1.

For a-d above, no drainage, paving, curb and gutter, street lighting, ditch crossings, maintenance or any other obligation associated with these public roads and signals shall be required. Paragraphs a-d do not include auxiliary (turn) lanes that the approved traffic study for the development may require for at the intersection of County Road 1 and Wheatfield Drive, at the time of construction of said intersection.

e. Developer has no further obligation for traffic signal costs at the intersection of Harmony Road and Club Drive. No further improvements are required for Club Drive with the exception of the items on the Punch List, attached hereto and incorporated herein as Exhibit B.

f. The Settlement includes Developer’s required contribution for Summerfields Parkway improvements (between County Road 36 and the existing southern termination of Summerfields Parkway), including the Summerfields Parkway Railroad Crossing and the Summerfields Parkway Boxelder Ditch Crossing.

g. With exception to the Punch List, Developer has no further obligation for landscaping or sidewalk installation as it relates to already constructed improvements. Developer acknowledges that newly submitted plats will comply with then-current codes.

h. The Settlement is net of any of the Town’s repayment obligations to Developer and no further payments of any kind from the Town are required.

i. The Settlement does not include the cost of design and construction by Developer of Wheatfield Drive pursuant to the then-current Town standards at the time of construction. The current cost of design and construction is estimated to be Two Hundred Thousand Dollars ($200,000). Nevertheless, Developer understands and acknowledges that it is responsible for the entire cost of construction and design, regardless of whether or not the actual budget exceeds its current estimate. Construction will be required upon notice from the Town at the time a threshold of development is reached. The development threshold shall be mutually agreed upon by the Parties and included in the Amended and Restated SIA. Any auxiliary (turn) lanes that the approved traffic study for the development would require for County Road 1 at the intersection with Wheatfield Drive will be the responsibility of Developer and the cost of such improvements are in addition to any estimates discussed herein.

2. Items to be addressed in the Amended and Restated SIA.

a. Preliminary plats approved in the future will be valid for the period provided for in the then-current Town Code (currently 1 year). The Town Code allows for extensions if approved by Town Council.
b. All recorded plats will be valid in perpetuity as provided for in the Town Code. The submittal, approval, and longevity of construction plans are addressed in the Town Code, and shall not be altered by this Agreement.

c. Platted "master plan" tracts such as the tract for the multifamily area and the commercial area within the Property shall not expire. Nonetheless, these tracts will have to be replatted (if being further subdivided) or site planned (if no further subdivision is required) at the time of development.

d. All Punch List items are to be completed by September 1, 2014, and are based on the current Punch List provided by TST, Inc./Town, dated August 31, 2011, which was subsequently updated by the Town and submitted to the Developer's representatives as the "updated overall punch list" on May 9, 2014 and the "landscape specific punch list" on June 3, 2014 (as updated, the "Punch List"). On June 30, 2014, the Town Engineer and a representative of Developer will update the Town Manager regarding the remaining Punch List items and discuss in detail all remaining issues. The Town acknowledges that Developer has no further public improvement obligations with regard to Filing 1. The Town may restrict building permits on all other current and future phases of development and may restrict construction for new phases of development upon notice to Developer from the Town. The Punch List may be amended prior to final Amended and Restated SIA approval, depending upon walk through with Town Engineer and Developer representative. Upon execution of a contract and payment to XCEL energy for street lighting, and submittal of foresaid documentation to the Town of Timnath, the street light obligation for the 4th Filing shall be deemed complete.

e. The required landscaping for Timnath Ranch 2nd, 3rd, 4th, and 5th Filings must be installed and verified by Town Staff and the Timnath Ranch Metropolitan District (the "District") per the approved landscape plans prior to acceptance. The District must provide a letter of acceptance of said landscape improvements and the maintenance thereof. The Town is not responsible for the maintenance or replacement of any landscaping within the Town's right-of-ways.

f. Town will return sureties (all water shares held by the Town) upon successful completion of Punch List items as described above and their acceptance by Town and upon receipt of the Settlement by the Town.

g. Open Space and Drainage Certifications:

i. As submitted, open space requirements for 2nd, 3rd, 4th, and 5th Filing have been met as indicated on Exhibit C attached hereto and incorporated herein.

ii. The property that is to be deeded to the Town for purposes of a heritage center (currently estimated to be 5.07 acres and referred to herein as "Heritage Park") has been be credited toward the open space requirement for the development. The boundaries and area of Heritage Park are attached hereto and incorporated herein as Exhibit D. Heritage Park will be dedicated at the time of Final Platting of the adjacent development to the west, but in no event later than December 31, 2016.
h. Trail Construction Responsibility – Exhibit E, attached here to and incorporated herein is an accurate representation of the respective responsibility of the Parties for construction of each of the project trails.

i. Developer will dedicate the above-referenced Heritage Park (approximately 5.07 acres) to the Town at the time of development of Tract B of the 5th Filing. The park site is depicted on Exhibit D. The site will not include the house, the barn or the water wells located in and around this site. At the time of platting, the Town will authorize appropriate construction, emergency, and utility easements over the portion of the site necessary to irrigate and otherwise serve the development, the well, barn and house. The construction access easement will terminate when adjacent development is completed. With permission from the appropriate jurisdictions, the Developer may relocate Lake Canal Ditch through this park area for a period of up to five (5) years from the effective date of this Agreement, the intent being to effectively use the land and water to the master plan’s best use, subject to the Town’s approval.

3. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address set forth below. Notice may also be given by fax, and shall be deemed received on the date of such transmission. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town: Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547

With copy to: Town General Counsel
Gary R. White, Esq. and Robert G. Rogers, Esq.
White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122

Notice to Developer: Jim Birdsall
TB Group
444 Mountain Avenue
Berthoud, Colorado 80513

4. No Reliance. All Parties by their execution below represent and warrant to all other Parties hereto that they are executing this Agreement without reliance in any manner upon any statement or representation made by any other Party hereto regarding any matter whatsoever.

5. Joint Authorship. The Parties agree that this Agreement is the result of negotiations and joint authorship and agree that this Agreement shall not be construed or interpreted against any single Party on the grounds of sole or primary authorship.

6. Governing Law. This Agreement has been executed and delivered in the State of Colorado and its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Colorado.

7. Counterparts. This Agreement may be executed in one or more counterparts and all counterparts
so executed shall constitute one Agreement binding on the Parties, notwithstanding that not all Parties are signatories to the original or the same counterpart.

8. **Authority.** Each person signing this Agreement expressly represents and warrants that he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she signs.

9. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all successors, permitted assigns, and heirs of each Party herein. No Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent may be withheld by any Party in its sole discretion.

10. **Attorney Fees.** In the event litigation is commenced by any Party hereto against any other Party for the alleged failure or refusal of any Party to perform its obligations under this Agreement, then the court presiding over such litigation shall award costs and attorney fees to the prevailing party.

11. **Adequacy of Consideration.** Each of the Parties hereto acknowledges that the consideration it has given and received hereunder is fair and adequate consideration for the covenants, undertakings, forbearances, and promises contained herein.

12. **Amended and Restated SIA.** The Parties acknowledge that it is their intent to enter into the Amended and Restated SIA in the immediate future, and that such document will supersedes and replace the Prior SIAs in their entirety and clarify various obligations of Developer to provide certain future public improvements and landscaping necessitated by the proposed development of the Property. The Parties agree that execution of the Amended and Restated SIA shall be a condition precedent to the issuance by the town of building permits associated with the Property.

13. **Entirety of Agreement and Modification.** This Agreement contains the complete and final agreement of the Parties with respect to the matters contemplated herein and supersedes any and all prior agreements regarding the matters contemplated herein, and no modification hereof shall be effective unless in writing and signed by the Party against whom it is sought to be enforced.

*(Remainder of page intentionally left blank)*
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TOWN OF TIMNATH:

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters, Town Clerk

TIMNATH RANCH, LLC:

By: [Signature]
Its: [Signature]
Exhibit A
Property
Exhibit A

Legal Description

Timmath Ranch Subdivision Second Filing as recorded under Reception Number 20070034468 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Third Filing as recorded under Reception Number 20070023850 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Fourth Filing as recorded under Reception Number 20070067927 in the office of the Larimer County Clerk and Recorder.

Timmath Ranch Subdivision Fifth Filing as recorded under Reception Number 20120009614 in the office of the Larimer County Clerk and Recorder.
Exhibit B
Punch List
Timnath Ranch 3'd Filing Phases 1 and 2, Town Final Acceptance Punch List
Summary Updated 5-9-14 by Town of Timnath - SFH

1. Ensure all Sewer Markers, Water Markers, Sewer Curb Stamps and Water Stamps are properly installed, painted and/or straightened. Completed with District Acceptance. Complete

2. Fix Box Culvert Wing-walls, erosion, sinkhole and riprap at pond 3 and the ditch. Final Stabilize. Will complete improvements along with completion of pond 3 excavation and water storage for irrigation and farming use. Estimated completion July 2014.

3. Clean out backflow preventers and water quality outlet structure from pond 3. To be completed with pond 3 completion. Functionality is per engineered design.

4. Clean out all curb and gutters. Complete

5. Clean up all inlet filters. Remove or replace depending upon final stabilization of basin. Estimated completion June 2014.

6. Install freshen all required Collector striping on Schoolhouse, Summerfield's and Twin Bridge including crosswalk striping. Install crosswalks signs for each side of the road at crosswalks. Estimated completion June 2014.

7. Block out stripes left turn lane from Club to Harmony (Town has already restriped and made improvements). Complete

8. Ensure all areas have final stabilization and clean up all erosion from streets stubs and in swales and around all storm structures. Estimated completion June 2014.

9. Remove Erosion BMPs that are not in use or replace those that need maintenance and serve a purpose. Completed

10. Submit a copy of your erosion control permit and explanation of how builders are complying. Permit for TR 3' has been issued. All builders are responsible for their own permitting and not a responsibility of TR, LLC.

11. Finish all landscaping along collector roads and common areas and medians/islands where final acceptance is requested. Replace dead/dying trees and install permanent irrigation lines and ensure proper tree design. Estimated completion date summer 2014 for the additional front entry way.

12. Straighten all leaning signs. Completed 2013. (One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014). Missing sign at Summerfield and Fireside, missing barricades at north and of Schoolhouse, leaning speed limit sign south side of Twin Bridge at Brookline.

13. Finish all damaged/broken/cracked sidewalks, ramps, driveway concrete in ROW, cross-pans, curb and gutters. Replace curb and gutter at School House Drive and Club Drive where concrete batch was bad (South Side of Intersection). As-built gutters especially Twin Bridge heading to Latham. Complete

14. Fix all damaged/broken/cracked sidewalks, ramps, driveway concrete in ROW, cross-pans, curb and gutters. Replace curb and gutter at School House Drive and Club Drive where concrete batch was bad (South Side of Intersection). As-built gutters especially Twin Bridge heading to Latham. (One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014)

15. Clean out all inlets, pipes, and gutters, and storm systems. Obtain engineer's certification that system will drain and function as designed. Obtain confirmation of pond volume/efficiency. 60% of drainage system cleaned to date. Estimated completion June 2014. All installed storm drain systems were
16. Clean out all riprap and ensure installed per detail with geotechnical fabric below. All riprap was installed per plan and detail and was inspection by the previous town staff at the time of construction as well as town acceptance. Clean up estimated completion June 2014.

17. Install all pipes required by the plane in swales with less than 3% flow line grade. All triticale pipes were inspected to be deleted by town administration prior to town acceptance. Previous town staff wanted grassed swale only within town limits. Complete

18. Install/replace all missing or damaged roundabout and road closed signs (i.e. southbound one way and westbound yield). Add curve signs at Twin Bridge (Total 3 each direction). Estimated completion July 2014.

19. Clean-up all construction debris. Completed Complete

20. Install Erosion control BMPs for tracking onto public streets (i.e. Summerfield’s) and erosion from disturbed areas. This is no longer available as a stockpile site and will be reseeded estimated completion spring 2014. Replace Road Barricades


22. Fix asphalt seams and cracks throughout. Seal seams and ensure they properly meet with concrete. (One more walkthrough will be instituted and all corrections that may be needed will be completed by June 2014.)

23. Make sure that lighting in alley is sufficient for safety and to standards. All project lighting was inspected and installed by Xcel Energy and per Xcel Energy specifications and design standards. Complete

24. Fix any broken irrigation lines (i.e. Parkway of Trail H) as present irrigation is managed by the TR Metro district. See attached acceptance letter from District. Complete

Filing II Final Acceptance Inspection

• Detention Pond outfall from Lot 7 has severe erosion and is close to failing, please fix Scheduled completion to be completed by June 2014.

• Clean the outfall from Twin Bridge Scheduled completion to be completed by June 2014.

• Clean the outfall from School House Drive Scheduled completion to be completed by June 2014.

• Clean debris and build up soil from underneath the culvert located at the south end of the ditch Scheduled completion to be completed by July 2014.

• Remove the trees that are located throughout the bottom of the ditch Estimated completion August 2014 or after annual reservoir flushing.

• Please explain the interaction between the outfall pipes located on the north part of the ditch that are located adjacent to the Mill Brothers Landscaping property. TR was not involved in the installation of any such piping. This is a landowner modification and must be addressed. Complete
Filing IV Final Acceptance Inspection
Iron Forge Street

- Patch the core hole that exists near the west side of Iron Forge Rd. TR will take care of this issue but was not responsible for the coring; this was done by the PUC companies and their contractors/crews. Estimated completion spring 2014.

- Seal the joint crack that exists near Iron Forge Rd and CR 3. Scheduled completion to be completed by June 2014.

Storm Sewer

- Inlet between Lot 2 and Lot 1
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove temporary erosion control devices
    Previously Completed, will re-inspect, estimated completion June 2014.

- Irrigation Siphon north of Iron Forge Rd
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Fix erosion
    Previously Completed, will re-inspect, estimated completion June 2014.

- Irrigation Siphon south of Iron Forge Rd
  - Remove debris
    Previously Completed, will re-inspect, estimated completion June 2014.
  - Remove dirt blocking opening
    Previously Completed, will re-inspect, estimated completion June 2014.

- Outfall structure on west side of Lot 7 detention pond
  - Remove debris
    This is a current land owner issue.
    - Remove dirt-blocking opening
    This is a current land owner issue.
    - Fix erosion around the pipe
    This is a current land owner issue. Complete

- Inlet structure on east side of lot 7 detention pond
  - Remove debris
    This is a current land owner issue.
    - Remove dirt-blocking opening
    This is a current land owner issue.
    - Remove temporary erosion control devices
    This is a current land owner issue. Complete
Utility Post Marker

All utilities are the ownership of the ECT/USG and of SPCD districts and have been accepted and beyond all warranty periods:
- Lot 3—Remain fire service line stub
- Lot 4—Remain fire service line stub
- Lot 5—Remain sewer service line stub
- Lot 9—Remain fire service line stub  Complete

Miscellaneous

• Provide pond certifications for the drainage pond located in Lot 7  
Completed Certification forwarded to Town Engineer  Complete

• Remove the trash pile that is located in the southwest corner of Lot 6
At the time of construction acceptance by the previous town staff, all lot grading was certified and accepted and all lots were clean and finished graded. Existing trash piles appeared during the construction of the existing building adjacent to this trash pile.  Complete

• Install street lights within Filing IV and along CR 3
Lighting plan has been sent to Town Engineer for approval completion contingent upon approval and Xcel Energies work scheduled to be determined upon lighting approval, projected completion late 2014

• Remove the two large soil mounds that are located in Lot 7
These piles became the ownership of the current owner of this lot  Complete

• Please explain why there is not any curb and sidewalk present on CR 3 and the cul-de-sac along the Mill Brothers property
This was directed to have the curb and sidewalk cut by the previous town staff per the request of Mill Brothers Landscaping for access into their lot/business.  Complete

April 22, 2014
Inspection Memo

Department: Community Development
Topic: Timnath Ranch Landscape Inspection and Punch List
Date: June 3, 2014
Reference: Timnath Ranch Subdivision, 3rd Filing
Final Landscape and Open Space Plan As-Builts, 11.05.2013

Inspection performed June 2, 2014, As-built Plans dated 11.05.13

1. Sheet 3 of 10, Club Drive and entry
   a. Several missing grasses and plants in entry beds and cobble areas that should be replaced per plan and to fill in bare areas. This occurs on both sides of the entry. Replant per plan.
   b. One (1) dead and one (1) missing deciduous tree on the eastern side of the entry. These must be replaced.
   c. The round-a-bout landscaping is not differentiated as shown. The plan indicates manicured and native grass—it appears to be all native. Plans should be updated. Also, exposed driplines need to be covered.
   d. The one (1) tree shown in the median is dead and needs replaced. Verify drip to the tree.

2. Sheet 4 of 10, Club Drive and entry
   a. The (1) one tree shown in the median is dead and needs replaced. Verify drip to the tree.
   b. Median treatments are not differentiated as shown. Plan shows two (2) different treatments. Please verify and update plans accordingly.
   c. The existing evergreens are not acceptable as street trees and need to be removed and replaced with deciduous / canopy shade trees. Please provide an updated plan set showing these modifications.

3. Sheet 5 of 10, Schoolhouse Drive and Eagle Creek Road
   a. The entry beds have dead and missing plant materials. Please replace these materials, and replenish the mulch to cover the driplines that are exposed.
b. Several of the evergreens along Eagle Creek and School House Dr. are diseased and declining, and some are topped. These should be replaced with healthier trees or evaluated and treated by a licensed arborist.

c. One (1) street tree along School House Drive is dead and needs replaced.

d. One (1) street tree at the intersection of School House Drive and Wheatfield Lane is dead and needs replaced.

4. Sheet 6 of 10, Rock Hill Road area
   a. The entry beds have dead and missing plant materials. Please replace these materials, and replenish the mulch to cover the driplines that are exposed.
   b. There is one (1) dead Honeylocust along Wheatfield Lane that needs replaced.
   c. Three (3) ornamental trees along Wheatfield Lane are topped and need replaced.
   d. There is one (1) dead and one (1) missing tree at the intersection of Eagle Creek Road and Rock Hill Road. These need to be replaced.

5. Sheet 7 of 10, Summerfield Parkway and Red Bridge Drive area
   a. The entry beds need to have the mulch replenished to cover the driplines that are exposed.
   b. All of the Honeylocusts located in the median are declining and appear to be diseased. These need to be inspected by a licensed arborist and treated or replaced as necessitated.
   c. There are numerous missing ornamental grasses within the median and along the drive in the beds. These need to be planted per plan.
   d. There are two (2) missing street trees along Summerfields Parkway that need to be replaced per plan.
   e. The evergreens in this area are diseased and declining and should be replaced with healthier trees or evaluated and treated by a licensed arborist.
   f. There is one (1) dead and one (1) severely diseased and stunted tree along Red Bridge Drive. These need to be replaced.
   g. Mulch in the parkway needs to be replenished.

6. Sheet 8 of 10, Summerfield Parkway and School House Drive area
   a. The entry beds have missing plant materials (groundcovers) and dead ornamental grasses. These need to be replaced per plan.
b. There are three (3) missing street trees in the parkway along Summerfields Parkway (eastern side, between Fireside Drive and School House Drive) that need to be replaced.

c. All the street trees (4) along the western frontage of Summerfields (between Fireside Drive and Schoolhouse Drive) are declining or dead and need to be replaced.

7. Sheet 9 of 10, Summerfield Parkway and School House Drive area
   a. Covered in other comments.

8. Sheet 10 of 10, Red Bridge Drive area
   a. There is one (1) missing and one (1) dead tree along Red Bridge Drive that need to be replaced. One is in the parkway and one is in the tract by the lots.
   b. The stretch between Brookline Drive and Wishing Well Lane has two (2) missing evergreen trees that need to be planted per plan.
   c. Replenish the mulch and cover driplines in the planting bed areas.
   d. All street trees in this stretch appear to be declining / diseased. These need to be evaluated and treated by a licensed arborist or replaced.
   e. There is one (1) dead tree and one (1) tree with severe dieback along red Bridge Drive (between Wishing Well Lane and Brookline Drive) that need to be replaced.

Upon completion of the above punchlist items contact the Town of Timnath Community Development Department for re-inspection / verification. The Timnath Ranch Metropolitan District is to provide a letter to the Town acknowledging acceptance and maintenance of landscaping.
Exhibit D
Heritage Park
Exhibit E
Trail Construction Responsibility
EXHIBIT 4: REGIONAL TRAILS (AMENDED 4.8.14)

- Responsibility of TR 3rd - Complete
- Responsibility of TR 3rd - To be phased with development
- Responsibility of Town of Timnath