



AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS

Date: Tuesday, March 7, 2023

Time: 1 p.m.

Place: **REMOTE VIDEO CONFERENCE**

Please click the link below to join the webinar.

<https://us06web.zoom.us/j/89434998680?pwd=c0Y0eWxWTHpaU1RpMDd2MEpaZ2MzQT09>

Meeting ID: 894 3499 8680

Passcode: 458714

Phone: 720-707-2699

1. Call to Order
2. Public Comments Regarding Non-Agenda Item
3. Consent Agenda Items
 - 3(a) Approval of Minutes for January 23, 2023 Board Meeting (enclosure)
4. Authority Business
 - 4(a) Quarterly Report from Pedro Costa, Chief Executive Officer, Northwest Parkway LLC (enclosure)
5. General Counsel's Report
 - 5(a) Consider Approval of Easement Agreement for Sundar Project (Owner is Milestone) at the NW Corner of Hwy 287 & Dillon Road (enclosure)
 - 5(b) Review and Consider Approval of a Traffic Study for the Redtail Ridge Project (enclosure)
 - 5(c) Consider Approval of North Metro Fire Station #67 Installing a Sewer Service (enclosure)
6. Special Counsel's Report
 - 6(a) Review and Discuss Checks issued to Northwest Parkway LLC from Civitas Resources for Mineral Rights
7. Managing Administrator's Report
 - 7(a) Provide Update on the Varra Park Project
8. Other Business as Requested by Board Members

9. **ADJOURN INTO EXECUTIVE SESSION IF DESIRED BY THE BOARD** Pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions, pursuant to §24-6-402(4)(a) for the purposes of discussing the purchase, sale, acquisition, lease, transfer or sale of real, personal or other property related to the Redtail Ridge Off-site Improvements.

10. Next Regular Meeting Date – Monday, April 24th, 2023 at 3:30 p.m.

Adjourn Meeting



NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

BOARD OF DIRECTORS – AGENDA MEMORANDUM

FOR: Board Meeting – March 7, 2023

TO: Board of Directors

FROM: Joel Meggers, Managing Administrator for the Northwest Parkway Public Highway Authority

SUBJECT: **Agenda Item 3(a): Approval of Minutes for January 23, 2023, Board Meeting**

The minutes from the January 23, 2023, Board meeting are attached for the Board's review.

Recommended Motion:

If the Board wishes to approve the minutes, as presented, the following motion is recommended:

That the minutes for the January 23, 2023, meeting be approved.

RECORD OF PROCEEDINGS

**MINUTES OF THE SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY
Held at 3:30 PM on JANUARY 23, 2023 via online meeting at:**

Join Zoom Meeting

<https://us06web.zoom.us/j/81704878147?pwd=WC94OVFDK1d5TGcxTjFQOUhhYThpQT09>

and via telephone conference at Dial In: 720 707 2699, Meeting ID: 817 0487 8147; Passcode:
599390

ATTENDANCE

The special meeting of the Board of Directors (the “Board”) of the Northwest Parkway Public Highway Authority (the “Authority”) was called and held via ZOOM virtual meeting as shown, in accordance with Colorado law. The following Directors were present:

Austin Ward, Chair and Secretary of the Board
(Councilmember, *City and County of Broomfield*)
Stephanie Walton, Vice Chair and Treasurer of the Board
(Councilmember, *City of Lafayette*)

Also present was:

Joel Meggers, President, Community Resources Services of Colorado

Kayla Blair, Assistant Manager, Community Resources Services of Colorado

Pedro Costa, Executive Director, Northwest Parkway, LLC

Brenda Shuler, Engineering and Maintenance Manager, Northwest Parkway, LLC

Jennifer Hoffman, Broomfield City and County Manager

Nancy Rodgers, Counsel for the City and County of Broomfield

Alicia Corley, Icenogle, Seaver Pogue, P.C

Tamara Seaver, Icenogle, Seaver Pogue, P.C

Russ Dykstra, General Counsel for the Northwest Parkway, LLC

CALL TO ORDER

Noting the presence of a quorum, Chair Ward called the meeting to order at 3:30 p.m.

PUBLIC COMMENT

None.

CONSENT AGENDA

Consent Agenda Items: After discussion, upon motion by Vice Chair Walton seconded by Chair Ward, a vote was taken, and the motion carried unanimously approving items 3(a) – 3(e).

RECORD OF PROCEEDINGS

Chair Ward moved that the Board move Item 6, Executive Session to Item 4. Upon a second by Chair Walton, a vote was taken, and the motion carried unanimously.

EXECUTIVE SESSION

Upon motion of Vice Chair Walton and second by Chair Ward, the Board voted unanimously to retire into executive session to pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions, and pursuant to §24-6-402(4)(a), C.R.S., for the purposes of discussing the purchase, sale, acquisition, lease, transfer or sale of real, personal or other property related to the Redtail Ridge Off-site Improvements. The executive session started at 3:45 p.m. and concluded at 4:35 p.m.

ADJOURNMENT

Due to the inability to maintain a quorum of the Board, upon a motion made, seconded and upon vote, unanimously carried, the meeting was adjourned at approximately 4:38 p.m.

Respectfully submitted,

Secretary for the Meeting

Northwest Parkway LLC Quarterly Report

NWPPHA Board Meeting



TOLL SCHEDULE	
1-2 AXLE VEHICLES	\$4.00
3-4 AXLE VEHICLES	\$6.00
5-6 AXLE VEHICLES	\$8.00
7-8 AXLE VEHICLES	\$10.00
9-10 AXLE VEHICLES	\$12.00
11-12 AXLE VEHICLES	\$14.00
13-14 AXLE VEHICLES	\$16.00
15-16 AXLE VEHICLES	\$18.00
17-18 AXLE VEHICLES	\$20.00
19-20 AXLE VEHICLES	\$22.00
21-22 AXLE VEHICLES	\$24.00
23-24 AXLE VEHICLES	\$26.00
25-26 AXLE VEHICLES	\$28.00
27-28 AXLE VEHICLES	\$30.00
29-30 AXLE VEHICLES	\$32.00
31-32 AXLE VEHICLES	\$34.00
33-34 AXLE VEHICLES	\$36.00
35-36 AXLE VEHICLES	\$38.00
37-38 AXLE VEHICLES	\$40.00
39-40 AXLE VEHICLES	\$42.00
41-42 AXLE VEHICLES	\$44.00
43-44 AXLE VEHICLES	\$46.00
45-46 AXLE VEHICLES	\$48.00
47-48 AXLE VEHICLES	\$50.00
49-50 AXLE VEHICLES	\$52.00
51-52 AXLE VEHICLES	\$54.00
53-54 AXLE VEHICLES	\$56.00
55-56 AXLE VEHICLES	\$58.00
57-58 AXLE VEHICLES	\$60.00
59-60 AXLE VEHICLES	\$62.00
61-62 AXLE VEHICLES	\$64.00
63-64 AXLE VEHICLES	\$66.00
65-66 AXLE VEHICLES	\$68.00
67-68 AXLE VEHICLES	\$70.00
69-70 AXLE VEHICLES	\$72.00
71-72 AXLE VEHICLES	\$74.00
73-74 AXLE VEHICLES	\$76.00
75-76 AXLE VEHICLES	\$78.00
77-78 AXLE VEHICLES	\$80.00
79-80 AXLE VEHICLES	\$82.00
81-82 AXLE VEHICLES	\$84.00
83-84 AXLE VEHICLES	\$86.00
85-86 AXLE VEHICLES	\$88.00
87-88 AXLE VEHICLES	\$90.00
89-90 AXLE VEHICLES	\$92.00
91-92 AXLE VEHICLES	\$94.00
93-94 AXLE VEHICLES	\$96.00
95-96 AXLE VEHICLES	\$98.00
97-98 AXLE VEHICLES	\$100.00
99-100 AXLE VEHICLES	\$102.00



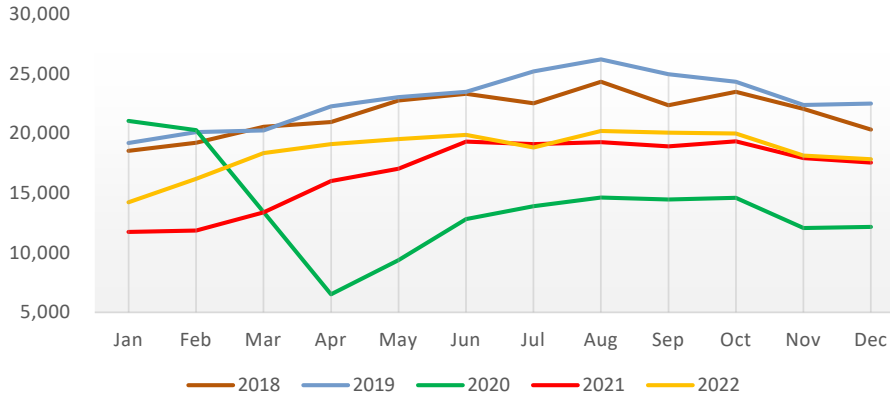
March 7, 2023

AGENDA

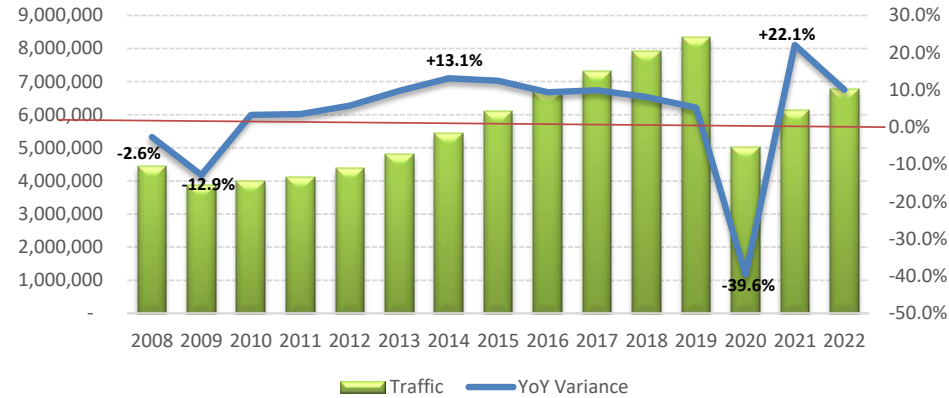
2023 Q4 Report

Traffic History

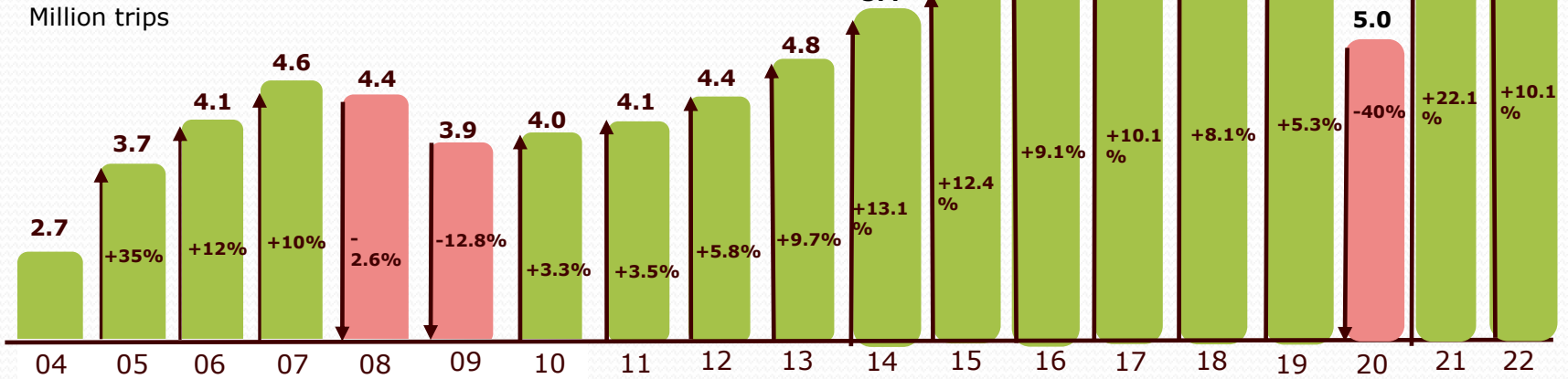
Average Daily Traffic



Northwest Parkway Traffic (trips)



Traffic Evolution



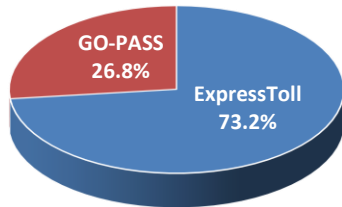
Traffic not fully recovered from the Pandemic

Traffic Breakdown

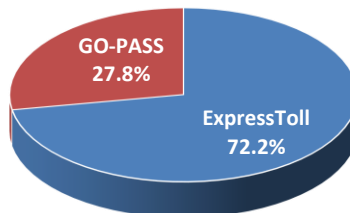
NWP	2022 Transactions				Traffic Distribution		Change over 2021 (%)			
	Mainline	Ramps		Total	Mainline	Ramps	Mainline	Ramps		Total
		US 287	Sheridan					US 287	Sheridan	
Jan-22	323,241	44,448	72,964	440,653	73.4%	26.6%	21.5%	18.7%	22.0%	21.3%
Feb-22	335,659	41,393	75,937	452,989	74.1%	25.9%	31.5%	21.3%	40.4%	31.9%
Mar-22	409,786	60,460	98,474	568,720	72.1%	27.9%	31.5%	57.5%	52.3%	37.2%
Apr-22	420,746	52,809	99,168	572,723	73.5%	26.5%	17.0%	21.7%	29.1%	19.4%
May-22	446,262	54,192	104,623	605,077	73.8%	26.2%	12.2%	18.8%	24.2%	14.7%
Jun-22	437,553	54,835	103,711	596,099	73.4%	26.6%	0.0%	15.3%	10.1%	2.9%
Jul-22	422,825	63,255	96,650	582,730	72.6%	27.4%	-6.0%	30.2%	3.6%	-1.5%
Aug-22	463,559	56,399	105,912	625,870	74.1%	25.9%	2.8%	10.8%	11.1%	4.8%
Sep-22	446,787	53,889	100,760	601,436	74.3%	25.7%	4.9%	10.0%	9.1%	6.1%
Oct-22	460,983	53,567	104,994	619,544	74.4%	25.6%	2.8%	4.0%	5.6%	3.4%
Nov-22	407,161	46,900	89,790	543,851	74.9%	25.1%	2.2%	0.7%	-2.8%	1.2%
Dec-22	409,767	51,424	91,492	552,683	74.1%	25.9%	2.9%	-3.5%	-0.8%	1.6%
Total	4,984,329	633,571	1,144,475	6,762,375	73.7%	26.3%	8.4%	16.0%	14.6%	10.1%

In Q4, traffic trailed close to 2016 level. Not having fully recovered to pre-pandemic levels.

2022 Transactions by Payment Type



2021 Transactions by Payment Type



Transactions by Payment Type				
2022	GO-PASS	21/22	ExpressToll	21/22
Jan	115,769	13.4%	324,884	24.3%
Feb	123,667	31.7%	329,322	32.0%
Mar	152,896	34.8%	415,824	38.1%
Apr	151,782	12.9%	420,941	22.0%
May	166,897	12.6%	438,180	15.5%
Jun	161,923	-1.4%	434,176	4.6%
Jul	161,363	-6.4%	421,367	0.5%
Aug	166,396	0.6%	459,474	6.4%
Sep	159,361	2.7%	442,075	7.3%
Oct	163,894	-0.9%	455,650	5.0%
Nov	142,199	-2.7%	401,652	2.7%
Dec	147,780	0.1%	404,903	2.2%
Total	1,813,927	6.2%	4,948,448	11.6%

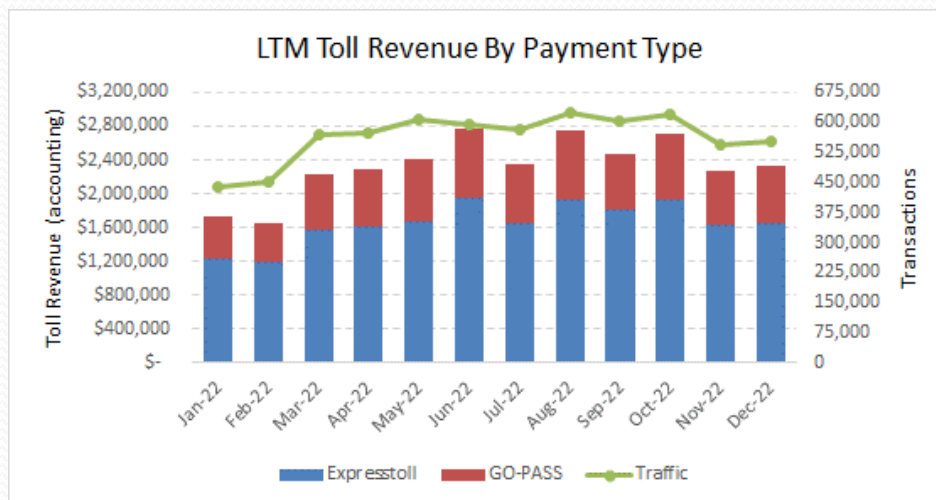
2022 traffic increased 10% YoY

Toll Revenue

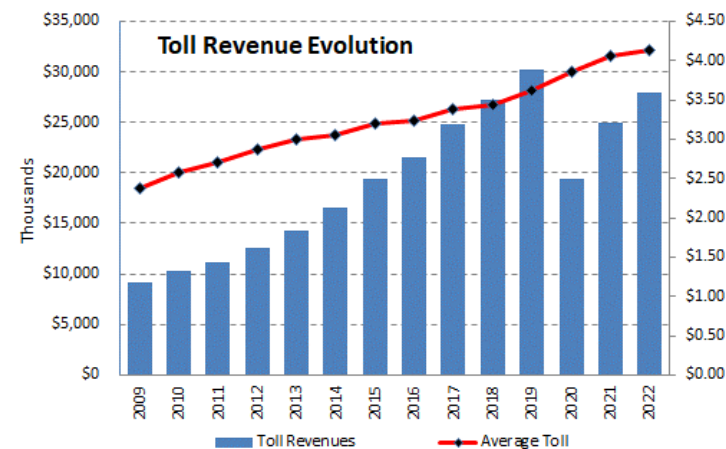


2022	Toll Revenues *			2021	Var. 20/21
	ExpressToll	GO-PASS	Total		
Jan	\$ 1,224,951	\$ 500,645	\$ 1,725,595	\$ 1,404,014	22.9%
Feb	\$ 1,194,644	\$ 460,023	\$ 1,654,667	\$ 1,383,182	19.6%
Mar	\$ 1,568,406	\$ 663,517	\$ 2,231,923	\$ 1,831,025	21.9%
Apr	\$ 1,616,494	\$ 678,218	\$ 2,294,711	\$ 2,078,612	10.4%
May	\$ 1,669,859	\$ 743,482	\$ 2,413,341	\$ 2,038,095	18.4%
Jun	\$ 1,959,712	\$ 800,435	\$ 2,760,147	\$ 2,345,715	17.7%
Jul	\$ 1,661,510	\$ 679,812	\$ 2,341,322	\$ 2,366,608	-1.1%
Aug	\$ 1,932,674	\$ 823,983	\$ 2,756,657	\$ 2,465,622	11.8%
Sep	\$ 1,813,112	\$ 647,875	\$ 2,460,987	\$ 2,295,638	7.2%
Oct	\$ 1,924,510	\$ 780,638	\$ 2,705,148	\$ 2,291,705	18.0%
Nov	\$ 1,636,098	\$ 637,140	\$ 2,273,238	\$ 2,269,672	0.2%
Dec	\$ 1,649,550	\$ 687,645	\$ 2,337,195	\$ 2,182,721	7.1%
Total	\$ 19,851,519	\$ 8,103,413	\$ 27,954,932	\$ 24,952,608	12.0%
	71.0%	29.0%			

* - Includes receivables.
Not audited and not final

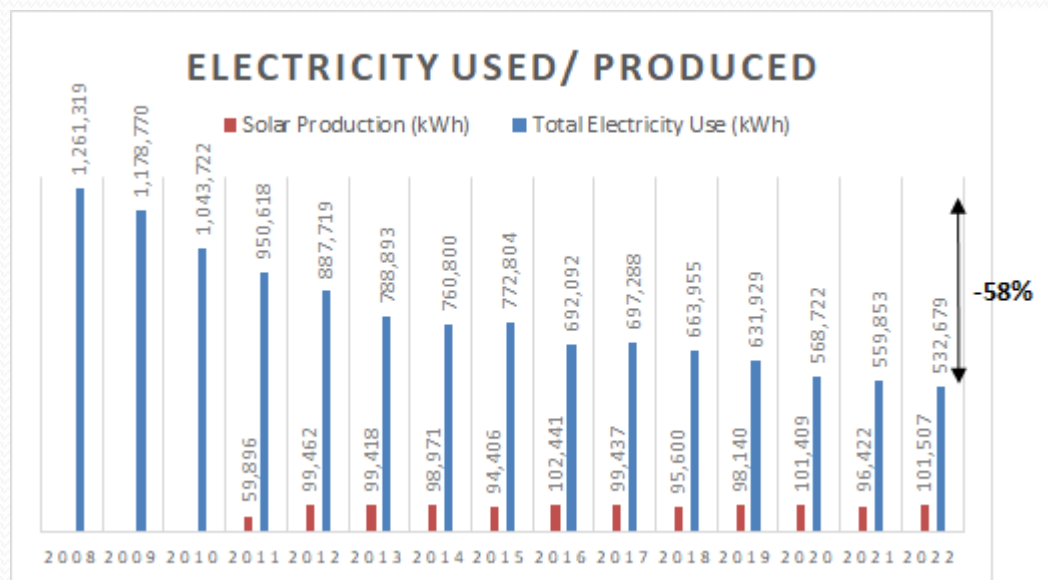


LTM – Last Twelve Months



Toll revenue increased 12% YoY

NWP has been reducing its energy usage and carbon footprint by 58% between 2008-2021.



<https://www.nwpky.com/about-us#sustainability>

- ✓ NWP was pioneer adopting renewable energy to offset its carbon footprint (since 2011)
- ✓ 7 solar sites produced 1,147,109 kWh, equivalent to about 813 tons of CO2 emissions reduction
- ✓ NWP has also been invested in replacing the roadway lights with LED

“Brightening” NWP’s Operational Performance

Marshall Fire Toll Relief Fund



The NWP LLC setup a \$100,000 Relief Fund to help the victims of the Marshall Fire to offset tolls on the Parkway throughout 2022, so they focus on rebuilding their homes.

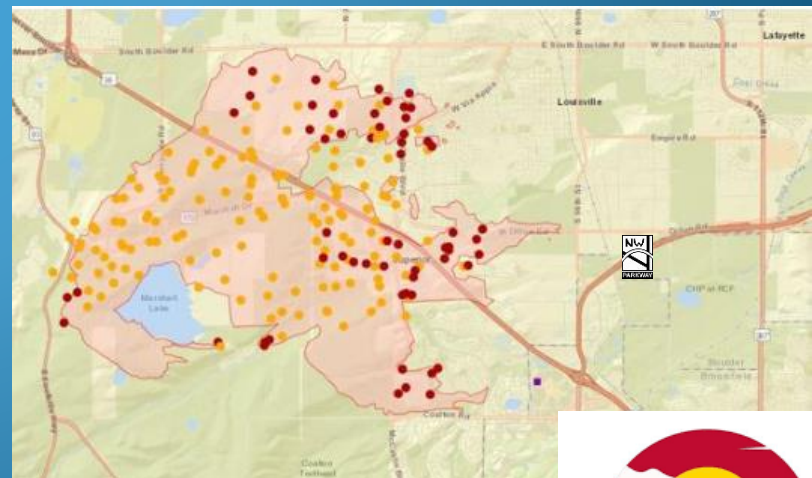
Program stats:

- ✓ Approved 237 applicants
- ✓ Credited 12,410 trips
- ✓ Paid over \$47k in toll rebates

Info about the program - [Link](#)

Feedback has been quite positive among the Community and Customers!

The program ended 12/31/22. **NWP decided to donate unused funds to local charities (TBD) helping ALL victims!**



Toll Rate Changes

Pending Toll Changes are going into effect on May 1st, per notice given to the Authority:

- Main Plaza from **\$4.80 to \$5.00** (2 axle vehicle) <> +4.2%
- Ramps (US287 & Sheridan) from **\$1.60 to \$1.70** (2 axle vehicle) <> +6.3%

The “Maximum Toll Level” in 2023 is at \$5.20. NWP will be offering a temporary discount on tolls.

“Maximum Toll Level Adjustments Beginning January 1, 2010 ...shall increase each one-year anniversary of January 1, 2009 until the End Date, by the greater of the following: (i) the applicable maximum toll level applicable to the immediately preceding one-year period being Adjusted for Inflation for the one-year period; (ii) the applicable maximum toll level applicable to the immediately preceding one-year period being Adjusted for Per Capita GDP Increase for the one-year period; and (iii) the applicable maximum toll level applicable to the immediately preceding one-year period being increased at a rate of 2% for the one-year period...”

TABLE V1-1

NORTHWEST PARKWAY PASSENGER CAR TOLL STRUCTURE

Location	Year of Toll Increase										
	2004	2005	2006	2009	2012	2015	2018	2021	2024	2027	2030
Sheridan (E)	-	-	\$0.50	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50	\$2.75
Mainline Barrier	\$1.75	\$1.75	\$2.00	\$3.00	\$3.50	\$4.25	\$5.00	\$6.00	\$7.25	\$7.75	\$8.75
Lowell (W)	-	-	-	-	-	-	-	\$2.75	\$3.25	\$3.50	\$4.00
US 287 (W)	\$0.75	\$0.50	\$0.50	\$0.75	\$0.75	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25

Note: Toll increases in all future years are assumed to occur on January 1st.

Authority’s toll rates projections from “Vollmer’s 2006 traffic and revenue study” used on the Concession Procurement



Toll rates are regulated by the CLA. Set below original projections

THANK YOU



Pedro Costa

PREPARED BY AND
WHEN RECORDED, RETURN TO:

Moye White LLP
1400 Sixteenth Street, Suite 600
Denver, Colorado 80202
Attn: Keely Downs

ACCESS, STORMWATER DRAINAGE AND UTILITY EASEMENT AGREEMENT

This Access, Drainage, and Utility Easement Agreement (“**Agreement**”) is made as of the ____ day of _____, 2023 (“**Effective Date**”) by and between the Northwest Parkway Public Highway Authority, a body corporate and political subdivision of the State of Colorado (“**Grantor**”), Milestone Sundar GP, a Colorado general partnership (“**Grantee 1**”), and Milestone Sundar II GP, a Colorado general partnership (“**Grantee 2**”). Grantor, Grantee 1, and Grantee 2 may be individually referred to herein as a “**Party**” and collectively as the “**Parties**.” Grantee 1 and Grantee 2 may be referred to herein collectively as the “**Grantees**” or jointly and severally as “**Grantee**.”

RECITALS

A. Grantor is the owner of that certain real property located in Boulder County, Colorado, legally described on **Exhibit A** attached hereto and incorporated herein (the “**Grantor’s Property**”).

B. Grantee 1 is the owner of that certain real property located in Boulder County, Colorado, legally described on **Exhibit B** attached hereto and incorporated herein (“**Grantee 1 Property**”).

C. Grantee 2 is the owner of that certain real property located in Boulder County, Colorado, legally described on **Exhibit C** attached hereto and incorporated herein (“**Grantee 2 Property**”).

D. Grantor previously granted an Access, Sanitary Sewer, Water Main, City Entry Feature, Utility and Drainage Easement Agreement, dated December 8, 2019, recorded December 11, 2019 in the real property records of Boulder County, Colorado at Reception No. 03754056 (the “**Original Easement**”) to Highland Properties 5218 LLC, a Colorado limited liability company, the predecessor-in-interest to Grantee 1 and Grantee 2, portions of which were assigned to the City of Lafayette, a home rule municipality, by that certain Assignment of Easement Rights dated December 22, 2020 and recorded February 22, 2021 in Boulder County, Colorado at Reception No. 03860931.

E. The easements granted in this Agreement are supplemental to the Original Easement.

F. Grantee 1 intends to develop and construct new improvements on the Grantee 1 Property (the “**Grantee 1 Project**”) and therefore desires certain easements over, across, through and under a portion of Grantor’s Property for the purpose of access, stormwater drainage, and the placement, maintenance, operation, and use of utilities and related facilities for the benefit of the Grantee 1 Property, as more particularly described herein.

G. Grantee 2 intends to develop and construct new improvements on the Grantee 2 Property (the “**Grantee 2 Project**”) and therefore desires certain easements over, across, through and under a portion of Grantor’s Property for the purpose of access, stormwater drainage, and the placement, maintenance, operation, and use of utilities and related facilities for the benefit of the Grantee 2 Property, as more particularly described herein.

H. Grantor and the Grantees have agreed that Grantor will convey certain easements over, across, through and under a portion of Grantor’s Property, as more particularly described herein.

I. Northwest Parkway, LLC (“**NWPLLC**”) holds the rights to use the Grantor’s Property pursuant to the Concession and Lease Agreement, dated August 29, 2007, as recorded on November 26, 2007, between Grantor and the NWPLLC (“**CLA**”).

AGREEMENT

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$ _____), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein.
2. Grant of Access and Utility Easements. Grantor hereby grants and conveys to Grantees, for the use and benefit of the Grantee 1 Property and Grantee 2 Property, the Grantee 1 Project and Grantee 2 Project, the Grantees’ residents, guests, employees, agents, contractors, licensees, representatives, successors and permitted assigns (collectively, the “**Grantee Parties**”), perpetual non-exclusive easements in, to, over, under, across and through those portions of Grantor’s Property as described and depicted on **Exhibit D** attached hereto (the “**Access and Utility Easement Areas**”), for the purpose of surveying, constructing, installing, operating, using, maintaining, inspecting, repairing, altering, relocating, rebuilding, removing, reconstructing and replacing (collectively, the “**Access and Utility Construction Activities**”) utility lines and pipelines, including but not limited to telephone, electrical, gas, water, storm sewer and sanitary sewer lines and pipelines, and all underground and above ground appurtenances related thereto (“**Utility Improvements**”), roadways, paving, curbs and gutters, lighting, signage (the “**Roadway Improvements**”), and any and all other improvements that Grantee desires to install within the Easement Areas (the Utility Improvements, Roadway Improvements, and all other improvements installed within the Access and Utility Easement Areas are collectively referred to herein as the “**Access and Utility Easement Improvements**”),

together with the right of ingress and egress on, over and across the Access and Utility Easement Areas for the purpose of effecting the foregoing rights and privileges, and (ii) providing pedestrian and vehicular rights of ingress, egress and access to Grantee's Property over and across the Access and Utility Easement Areas (the "**Access Rights**").

3. **Grant of Stormwater Drainage and Utility Easements.** Grantor hereby grants, sells, and conveys to Grantees for the use and benefit of the Grantee 1 Property and Grantee 2 Property and the Grantee 1 Project and Grantee 2 Project, perpetual non-exclusive easements in, to, over, under, across and through a portion of Grantor's Property as more particularly described and depicted on **Exhibit E** (the "**Stormwater Drainage and Utility Easement Areas**"), for the purpose of surveying, constructing, installing, operating, using, maintaining, inspecting, repairing, altering, relocating, rebuilding, removing, reconstructing and replacing (collectively, the "**Stormwater Drainage and Utility Construction Activities**") storm drainage facilities, and all underground and above ground appurtenances related thereto as necessary to provide storm drainage services to the Grantee 1 Property, Grantee 2 Property and the Grantee 1 Project and Grantee 2 Project (collectively the "**Stormwater Drainage Easement Improvements**"), and Utility Improvements (Utility Improvements, Storm Drainage Easement Improvements, and all other improvements Grantee desires to install within the Stormwater Drainage and Utility Easement Areas are collectively referred to herein as the "**Stormwater Drainage and Utility Easement Improvements**") together with the right of such reasonable ingress and egress on, over and across the Storm Drainage Easement area for the purpose of effecting the foregoing rights and privileges.

4. **Construction of Grantee Improvements.** Immediately following completion of the Access and Utility Easement Improvements, and Stormwater Drainage and Utility Easement Improvements (collectively, the "**Grantee Improvements**"), the Grantees shall furnish the Grantor and the NWPLLC with a set of As-Built Drawings.

5. **Grantor Improvements.**

a. Grantor shall not construct any permanent building or similar structure ("**Grantor Improvements**") on or in the Access and Utility Easement Areas or Stormwater Drainage and Utility Easement Areas (collectively the "**Easement Areas**"), except with the prior written consent of both Grantees. Notwithstanding the foregoing, Grantor may install landscaping and temporary or removable and replaceable objects such as lights, signs, fences, and shrubs, flowers, or plants, on the Easement Areas. Grantor acknowledges that either Grantee, upon reasonable prior notice to Grantor, may remove any Grantor Improvements of any sort that are constructed, placed or installed on any part of the Easement Areas in violation of this provision.

b. NWPLLC shall have the right to access, improve, modify and otherwise utilize the Easement Areas that are subject to the CLA so long as such improvements and modifications do not unreasonably interfere with the access, utility and drainage rights of the Grantees, and so long as NWPLLC restores such areas to good condition and repair after the performance of any such work.

c. The Grantees shall have the right, upon reasonable prior notice to Grantor, to cut, trim, control, and remove trees, brush and other obstructions located within the Easement Areas or

upon that portion of Grantor's property immediately adjacent to the Easement Areas which injure or unreasonably interfere with the Grantees' use of the Easement Areas or the construction, operation, maintenance, repair, replacement, removal or inspection of the Stormwater Drainage and Utility Easement Improvements and Access and Utility Easement Improvements, without liability for damages arising therefrom.

6. Restoration. After conducting any Access and Utility Construction Activities, Access Rights, and/or Stormwater Drainage and Utility Construction Activities (collectively, the "**Easement Activities**") on the Easement Areas, the respective Easement Area shall be restored as nearly as reasonably practicable to its condition immediately prior to performance of such Easement Activities, by and at the expense of the Party performing such work.

7. Grantee Improvements.

- a. Grantees shall be the owners of the Grantee Improvements and agree to assume all costs, expenses, and other responsibilities for the surveying, construction, installation, operation, use, maintenance, repair, replacement and/or removal of the Grantee Improvements as specifically set forth in paragraph 7(b) below as permitted pursuant to this Agreement including erosion or other impacts caused by the Grantee Improvements. Grantees shall maintain all Grantee Improvements in good and safe condition and in compliance with NWPLLC operating requirements, the requirements of the CLA as set forth in Paragraph 14 hereof, and all applicable Laws as defined below.
- b. The Grantees shall be jointly and severally responsible for the maintenance of all Grantee Improvements, in accordance with the terms hereof, except with respect to the following which shall be solely the responsibility of either Grantee 1 or Grantee 2, and which are depicted on **Exhibit F** attached hereto: (i) Grantee 1 shall be responsible for the maintenance of the Grantee Improvements within Area 3 and Area 5; and (2) Grantee 2 shall be responsible for the maintenance of the Grantee Improvements within Area 2, including specifically the maintenance of the unpaved gravel access roadway over and across the riprap channel within Area 2.

8. Grantor's Use of Easement Area. Grantor retains the right to construct, maintain and operate a public highway within the meaning of §§ 43-4-501 *et seq.*, C.R.S., as amended from time to time, and to the use and occupancy of the Easement Areas for any and all purposes insofar as such use and occupancy is consistent with the terms of this Agreement, including but not limited to, the right of access in, to, through, over, under and across the Easement Areas, and the right to grant further easement interests in the Easement Areas to other grantees, such determinations to be made by the Grantor in its reasonable discretion. Nothing herein shall be construed to permit any underground utilities and related sub-surface facilities or crossings immediately above or below, or adjacent to, the Grantee Improvements, or any underground utilities and related sub-surface facilities or crossings that interfere with or endanger the Grantee Improvements, except with the prior written consent of the Grantees, which consent may be not be unreasonably withheld.

9. Indemnification. To the greatest extent permitted by law, Grantees expressly agree to,

and shall, indemnify and hold harmless the Grantor and NWPLLC and each of their respective directors, employees, and agents (collectively the “**Indemnitees**”), from any and all claims, damages, liability, or court awards, including costs and attorneys’ fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone in connection with or arising from Grantees’ use of the Easement Areas pursuant to this Agreement; provided, however, that the Grantees shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence of the Indemnitees. The indemnity provisions set forth in this paragraph shall survive any termination of this Agreement.

10. Insurance. During the term of this Easement Agreement, Grantees shall procure and maintain commercial general liability insurance with broad form commercial general liability coverage or its equivalent covering claims for personal injury, bodily injury and property damage occurring in conjunction with the use of the easements granted by this Easement Agreement (including contractual liability covering obligations created by this Easement Agreement including, but not limited to, those indemnity obligations contained herein) of not less than \$1,000,000 for each occurrence combined single limit for personal injury, bodily injury or property damage. Insurance policies required by this Paragraph shall be purchased from insurance companies licensed in the State of Colorado. The Grantees shall cause Grantor and NWPLLC to be named as an additional insured on such policies of insurance and shall provide a certificate of insurance to Grantor and NWPLLC.

11. Notices. All notices, statements, demands, requirements, or other communications and documents (“**Communications**”) required or permitted to be given, served, or delivered by or to either Party or any intended recipient under this Agreement shall be in writing and shall be either delivered by hand, by email with an electronic confirmation/delivery receipt, sent by a nationally recognized overnight courier service, or prepaid certified or registered mail, return receipt requested, to the Party or intended recipient at its address stated below, or to such other address as any Party may from time to time have notified the other Party as being its address for purposes of this Agreement to the exclusion of all previously applicable addresses. Such Communications shall be deemed to have been given, served, or delivered:

- (a) if delivered by hand or email, upon delivery;
- (b) if delivered by overnight courier, on the next business day following the date of delivery to the courier; or
- (c) if sent by mail, four days after the date of mailing.

The addresses of the parties are as follows:

To Grantee 1: Milestone Sundar GP
c/o Milestone Development Group
1400 Sixteenth Street
6th Floor
Denver, CO 80202
Attn: Ken Kiken
Telephone: 303-298-7270

Email: info@milestonedevgroup.com

To Grantee 2:

Milestone Sundar II GP
c/o Milestone Development Group
1400 Sixteenth Street
6th Floor
Denver, CO 80202
Attn: Ken Kiken
Telephone: 303-298-7270
Email: info@milestonedevgroup.com

For either Grantee 1
or Grantee 2
With a copy to:

Moye White LLP
1400 Sixteenth Street
6th Floor
Denver, CO 80202
Attn: Keely Downs
Telephone: 303-292-2900
Email: keely.downs@moyewhite.com

To Grantor:

Northwest Parkway Public Highway Authority
c/o Managing Administrator
Community Resource Services of Colorado, LLC
The Offices at the Promenade East Building
7995 East Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Joel Meggers
Email: jmeggers@crsofcolorado.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attention: Tamara K. Seaver
Telephone: 303.867.3004
Email: tseaver@isp-law.com

To NWPLLC:

3701 Northwest Parkway
Broomfield, CO 80023
Attn: Pedro Costa

With Copy to:

Spencer Fane, LLP
Attn: Russ Dykstra
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

12. Term. This Agreement shall continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed and acknowledged by the then owner of the Grantor Property and the then owner of the applicable Grantee 1 Property or Grantee 2 Property on the date of such recordation.

13. Maintenance. Grantees shall maintain all Grantee Improvements as set forth in paragraph 7(b) above, including but not limited to drainage structures, in good and workmanlike condition.

14. Requirements of the NWPLLC and CLA. Grantees shall comply with the permitting requirements and fees of the CLA with respect to the easements granted hereunder. In the event that Grantees fail to comply with the permitting requirements and fees of the CLA, or in the event Grantees fail to comply with their maintenance obligations as set forth in Paragraph 13 above, the NWPLLC may pursue the remedy of damages, specific performance, or both in enforcing those rights or obligations.

15. General Provisions.

a. Grantees' Right to Allow Public Use of Access Easements Generally. Neither this Easement Agreement nor the easements granted hereunder shall be deemed to constitute a dedication for public use or create rights in the general public in or to the Grantor's Property or any portion thereof. Grantees shall have the right, but not the obligation, to allow the general public to use the Access Easements for ingress and egress to and from the Grantee 1 Property and the Grantee 2 Property and the Grantee 1 Project and Grantee 2 Project.

b. Assignment. Grantees may, without the prior written consent of the Grantor, assign, in whole or in part, the right to use and all obligations associated with the easements as are granted to and accepted by Grantees under this Agreement to the City of Lafayette. Any other assignment of such easements, in whole or in part, by either Grantee, shall require the prior written consent of the Grantor. Notwithstanding the foregoing sentence, the easements, covenants, conditions and agreements set forth in this Agreement run with the land, and automatically transfer to the purchaser of the Grantee 1 Property and/or the Grantee 2 Property without consent of the Grantor.

c. Binding Nature. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective administrators, successors and permitted assigns of the Grantor and Grantees.

d. Runs With the Land. The easements, covenants, conditions and agreements contained in this Agreement shall run with the land and be binding upon all Parties having any right, title, or interest in the Easement Areas, or any portion thereof until the easements granted under this Agreement are abandoned or terminated pursuant to the terms set forth herein.

e. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the

legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

f. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

g. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by agreement of all of the then current owners of the Grantor Property, the NWPLLC so long as the CLA is in effect, the Grantee 1 Property, and the Grantee 2 Property by written instrument duly executed and recorded in the real property records of the Office of the Clerk and Recorder of Boulder County, Colorado (the "Records").

h. No Waiver. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver and by the NWPLLC so long as the CLA is in effect. Failure by any Party to this Agreement to enforce any provision of this Agreement shall not constitute a waiver of such provision, and no waiver by any Party to this Agreement of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

i. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado and venue for any dispute hereunder shall lie in the District Court for the City and County of Broomfield.

j. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the final and complete expression of the Parties' agreements with respect to the rights and obligations relating to the Easement Areas. Each Party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations or understandings, whether oral or written, except as expressly set forth herein.

k. Recording. This Agreement shall be recorded in the Records promptly upon execution hereof by each Party and execution of the Consent to Easement by Northwest Parkway LLC. All costs relating to the recording of this Agreement shall be borne by the Grantees.

l. Mechanic's Liens. In no event shall the Grantees allow any mechanic's or materialmen's liens to attach to or against the Grantor Property for materials supplied or work performed at the request of, or for the benefit of, the Grantees.

m. Time is of the Essence. Time is of the essence in this Agreement.

n. Compliance with Laws. The Grantees shall comply with all federal, state, county, and local statutes, ordinances, rules, regulations, and orders in connection with its use of the Easement Areas ("Laws"), including but not limited to those Laws relating to the protection of

human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"). If violations of any of the Environmental Laws result from either of Grantee's activities or use of the Easement Areas, the Grantees shall immediately remediate said violations and pursuant to Paragraph 9 above, to the greatest extent permitted by law, indemnify and hold the Grantor, the NWPLLC, and each of their respective directors, employees and agents harmless for such violations at its sole expense.

o. Authority. Each person executing this Agreement warrants and represents that he or she is fully authorized to do so.

p. No Third-Party Beneficiaries. Except to the extent of the NWPLLC's interest in the CLA and as provided herein, this Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against the Grantor because of any breach of this Agreement or because of any of the terms, covenants, agreement or conditions herein contained.

q. Immunity. Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the Authority and their directors, officers, employees, servants, agents, or authorized volunteers in the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

r. No Warranty. This easement grant is without warranty of titles and is subject to all prior encumbrances, easements, restrictions, reservations and rights-of-way affecting the Grantor's Property.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first set forth above.

GRANTOR:

Northwest Parkway Public Highway Authority,
a body corporate and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as authorized signatory of the Northwest Parkway Public Highway Authority, a body corporate and political subdivision of the State of Colorado.

Notary Public

GRANTEE 1:

Milestone Sundar GP,
a Colorado general partnership

By: Milestone Development Group – Opportunity, LLC
a Colorado limited liability company,
its Managing General Partner

By: _____
Kenneth M. Kiken, Manager

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kenneth M. Kiken as Manager of Milestone Development Group-Opportunity, LLC, a Colorado limited liability company as Managing General Partner of Milestone Sundar GP, a Colorado general partnership.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTEE 2:

Milestone Sundar II GP,
a Colorado general partnership

By: Milestone Development Group – Opportunity II, LLC
a Colorado limited liability company,
its Managing General Partner

By: _____
Kenneth M. Kiken, Manager

STATE OF COLORADO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kenneth M. Kiken as Manager of Milestone Development Group-Opportunity II, LLC, a Colorado limited liability company as Managing General Partner of Milestone Sundar II GP, a Colorado general partnership.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CONSENT TO EASEMENTS

Northwest Parkway LLC (the "Concessionaire"), is the Tenant under that certain Northwest Parkway Concession and Lease Agreement between the Concessionaire and Northwest Parkway Public Highway Authority (the "Authority") dated August 29, 2007 and recorded at Reception No. 2896261 in the real property records of Boulder County Clerk and Recorder and that First Amendment to Northwest Parkway Concession and Lease Agreement between Concessionaire and the Authority dated November 21, 2007 (collectively, the "CLA"), related to the property more particularly described therein. Concessionaire hereby consents to the conveyance and recording in the Records of the attached Access, Stormwater Drainage and Utility Easement Agreement ("Easement") granted to Milestone Sundar GP and Milestone Sundar II GP by the Authority against a portion of the property described in said CLA, provided, however, nothing in this Consent shall modify the terms and provisions of the CLA or the Concessionaire's rights thereunder.

NORTHWEST PARKWAY LLC

By: _____
Name: _____
Title: _____

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 2023 by _____ as _____
_____ of the Northwest Parkway LLC.

WITNESS my hand and official seal.
My commission expires: _____
(SEAL)

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

THOSE PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED WITHIN RECEPTION NO.'S 2274760, 2462503, AND 2263089.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE 1 PROPERTY

Lot 1, and Outlots D, E and F, Sundar Subdivision Filing No. 1, as per the plat thereof recorded December 28, 2018 at Reception No. 3692023, County of Boulder, State of Colorado.

EXHIBIT C
LEGAL DESCRIPTION OF GRANTEE 2 PROPERTY

Tract A, Sundar Subdivision Filing No. 1, as per the plat thereof recorded December 28, 2018 at Reception No. 3692023, County of Boulder, State of Colorado.

ACCESS AND UTILITY EASEMENT
EXHIBIT "D"

PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AS SHOWN ON RECEPTION NO. 2319040, BOULDER COUNTY RECORDS, AS BEARING NORTH 89°54'00" EAST, A DISTANCE OF 2633.90 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

- SOUTHEAST CORNER OF SECTION 15, FOUND 5' WITNESS CORNER 2.5" ALUMINUM CAP PLS 35597.

- SOUTH QUARTER CORNER OF SECTION 15, FOUND 2.5" ALUMINUM CAP PLS 35597

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 15;

THENCE NORTH 06°57'12" WEST, A DISTANCE OF 1,247.26 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15°32'40" WEST, A DISTANCE OF 37.30 FEET;

THENCE SOUTH 89°53'29" WEST, A DISTANCE OF 79.81 FEET TO THE BOUNDARY OF NORTHWEST PARKWAY CONCESSION & LEASE AREA RECEPTION NO. 03579483;

THENCE ALONG SAID RECEPTION NO. 03579483 NORTH 00°23'17" EAST, A DISTANCE OF 6.06 FEET TO THE SOUTHERLY LINE OF ACCESS ROAD EASEMENT A-1, RECEPTION NO. 3754056;

THENCE CONTINUING ALONG SAID RECEPTION NO. 03579483 AND ALONG ACCESS ROAD A-1, RECEPTION NO. 3754056 THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. THENCE SOUTH 89°06'40" EAST, A DISTANCE OF 197.23 FEET;
2. THENCE SOUTH 00°17'22" WEST, A DISTANCE OF 14.55 FEET;

THENCE NORTH 45°02'37" WEST, A DISTANCE OF 13.11 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 9.00 FEET, A CENTRAL ANGLE OF 45°03'54", WHOSE CHORD BEARS NORTH 67°34'34" WEST A DISTANCE OF 6.90 FEET, FOR AN ARC DISTANCE OF 7.08 FEET;

THENCE SOUTH 89°53'29" WEST, A DISTANCE OF 80.96 FEET;

THENCE SOUTH 15°32'40" EAST, A DISTANCE OF 31.50 FEET;

THENCE SOUTH 73°39'27" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,617 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

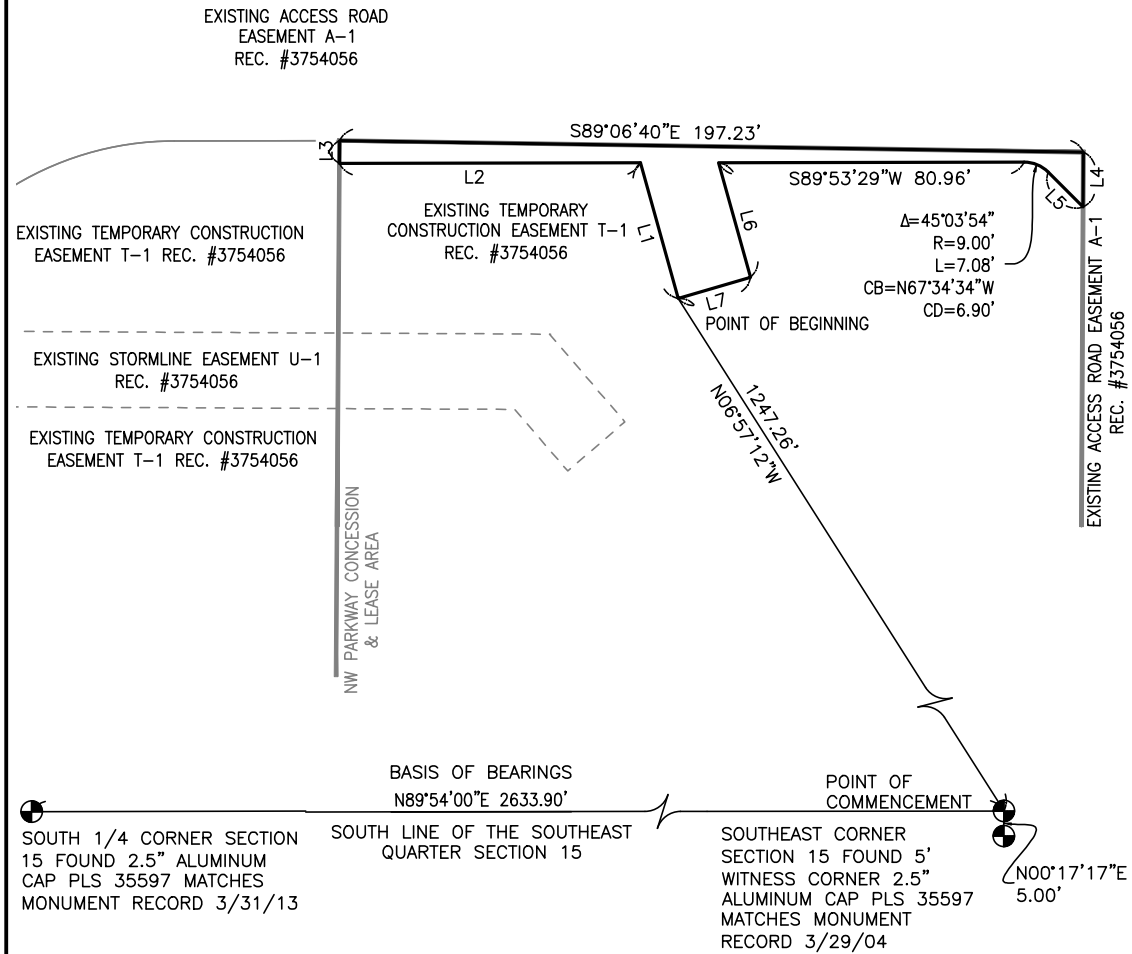
ROBERT J. HENNESSY, PLS NO. 34580 DATE

FOR AND ON BEHALF OF JEHN ENGINEERING INC.

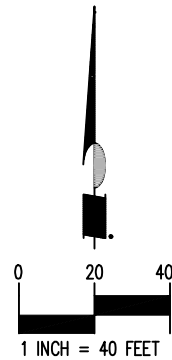
5690 WEBSTER STREET, ARVADA, CO. 80002

\\CP.RICKENG.COM\PROJECTS\D_ARV_J\1457\217-112 SUNDAR\SURVEY\EXHIBITS\ACCESS AND UTILITY EASEMENT EAST LEGAL.DOCX

**ACCESS & UTILITY EASEMENT
EXHIBIT "D"
PAGE 2 OF 2**



LINE TABLE		
LINE #	LENGTH	BEARING
L1	37.30'	N15°32'40"W
L2	79.81'	S89°53'29"W
L3	6.06'	N00°23'17"E
L4	14.55'	S00°17'22"W
L5	13.11'	N45°02'37"W
L6	31.50'	S15°32'40"E
L7	20.00'	S73°39'27"W



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.



**JēHN
ENGINEERING JE**

5690 WEBSTER STREET
ARVADA, CO 80002 PH. (303) 423-6036

A RICK ENGINEERING COMPANY

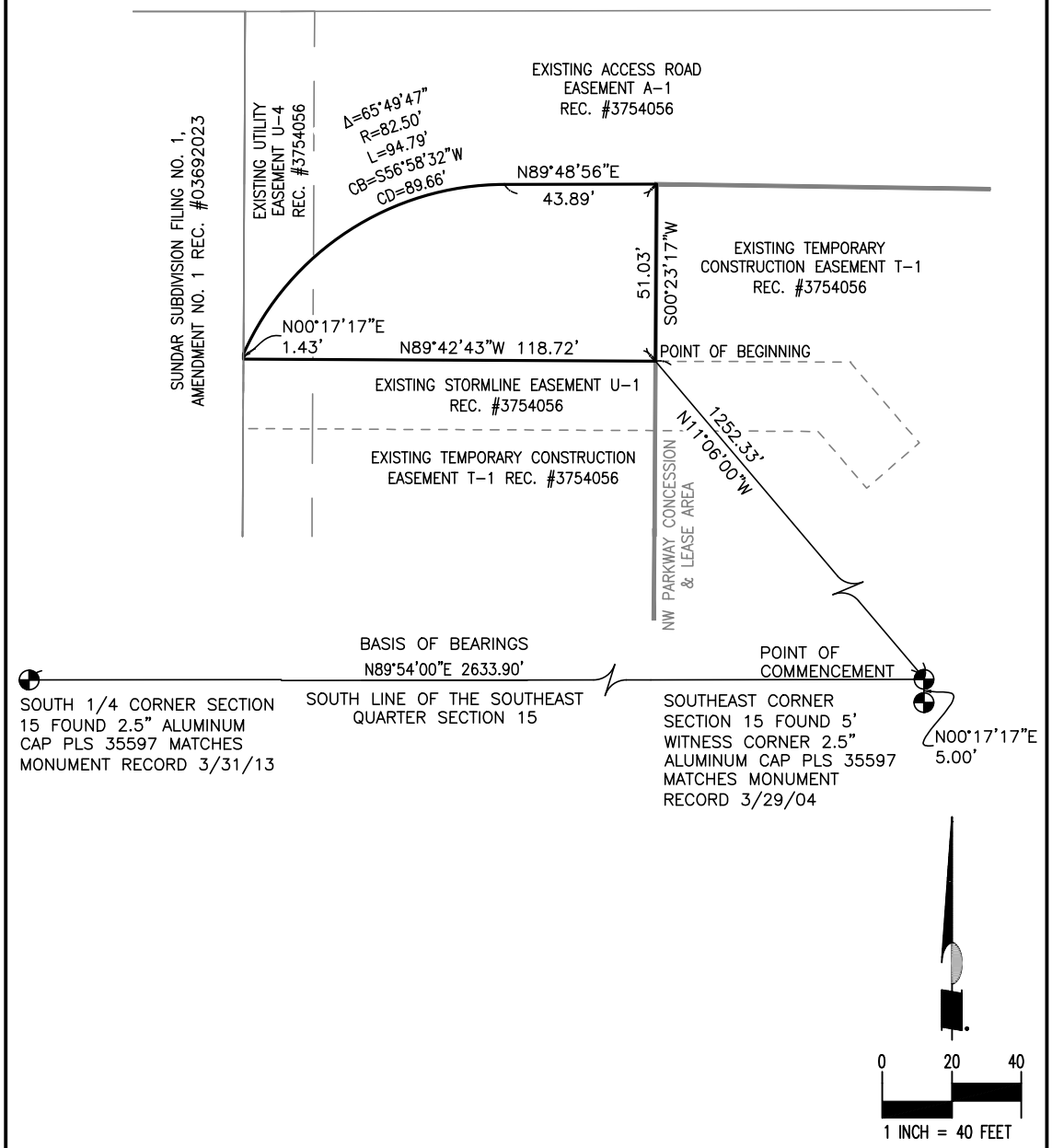
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO

\\OP.RICKENG.COM\PROJECTS\D_ARV_A\1457\217-112_SUNDAR\SURVEY\EXHIBITS\7112_ACCESS_UTILITY ESMTS AND NEW STORM 1-25-23.DWG

0.037 ACRES± TITLE: ACCESS & UTILITY EASEMENT

SCALE: 1" = 40' REVISED: 1.25.23 D07112

**ACCESS & UTILITY EASEMENT
EXHIBIT "D"
PAGE 2 OF 2**



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

<p>JEHN ENGINEERING</p> <p>5690 WEBSTER STREET ARVADA, CO 80002 PH. (303) 423-6036</p>	A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO			
	0.114 ACRES±	TITLE: ACCESS & UTILITY EASEMENT		
A RICK ENGINEERING COMPANY		SCALE: 1" = 40'	REVISED: 1.25.23	D07112

ACCESS AND UTILITY PARCEL A-1
EXHIBIT "D"

PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AS SHOWN ON RECEPTION NO. 2319040, BOULDER COUNTY RECORDS, AS BEARING NORTH 89°54'00" EAST, A DISTANCE OF 2633.90 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

- SOUTHEAST CORNER OF SECTION 15, FOUND 5' WITNESS CORNER 2.5" ALUMINUM CAP PLS 35597.

- SOUTH QUARTER CORNER OF SECTION 15, FOUND 2.5" ALUMINUM CAP PLS 35597

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 15;

THENCE NORTH 02°14'04" WEST, A DISTANCE OF 681.65 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH 112TH STREET AND THE POINT OF BEGINNING;

THENCE NORTH 89°42'43" WEST, A DISTANCE OF 19.98 FEET TO THE EASTERLY LINE OF THAT PARCEL DESCRIBED AT RECEPTION NO. 03579483;

THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES;

- 1) THENCE NORTH 00°17'22" EAST, A DISTANCE OF 595.65 FEET;
- 2) THENCE NORTH 89°06'40" WEST, A DISTANCE OF 197.23 FEET;

THENCE SOUTH 89°48'56" WEST, A DISTANCE OF 43.89 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 82.50 FEET, A CENTRAL ANGLE OF 65°49'47", WHOSE CHORD BEARS SOUTH 56°58'32" WEST A DISTANCE OF 89.66 FEET, FOR AN ARC DISTANCE OF 94.79 FEET;

THENCE NORTH 00°17'17" EAST, A DISTANCE OF 98.72 FEET TO THE SOUTHERLY LINE OF MAPLE GROVE SUBDIVISION, RECEPTION NO. 772085;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°53'26" EAST, A DISTANCE OF 336.01 FEET TO SAID WESTERLY RIGHT-OF-WAY OF SOUTH 112TH STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 00°17'17" WEST, A DISTANCE OF 649.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,114 SQUARE FEET OR 0.691 ACRES, MORE OR LESS.

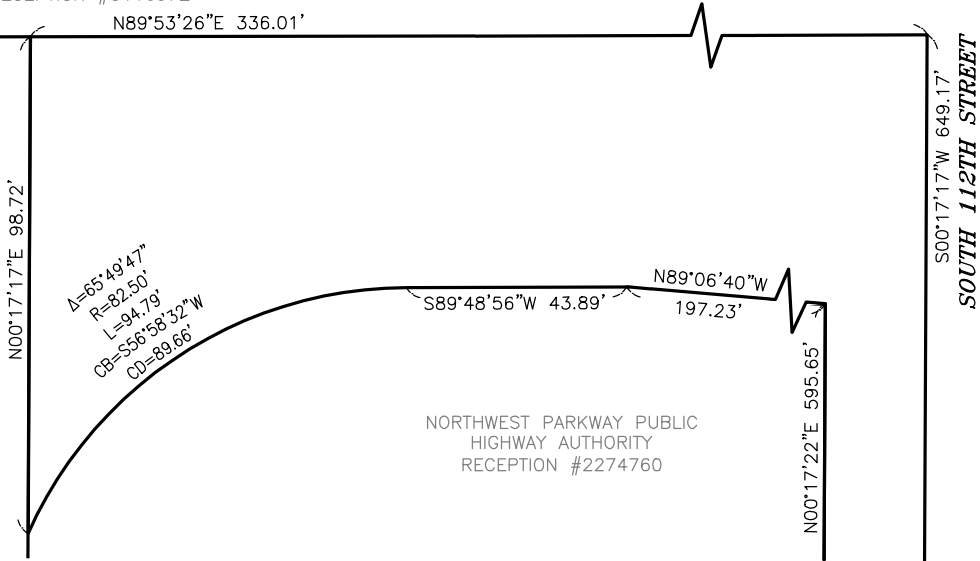
I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO. 80002

\\CP.RICKENG.COM\PROJECTS\ID_ARV_J\1457\217-112 SUNDAR\SURVEY\EXHIBITS\ACCESS ESMT A-1 LEGAL REV 1-25-23.DOCX

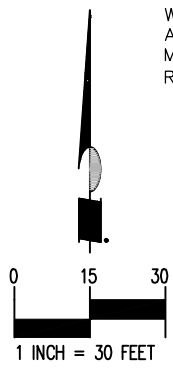
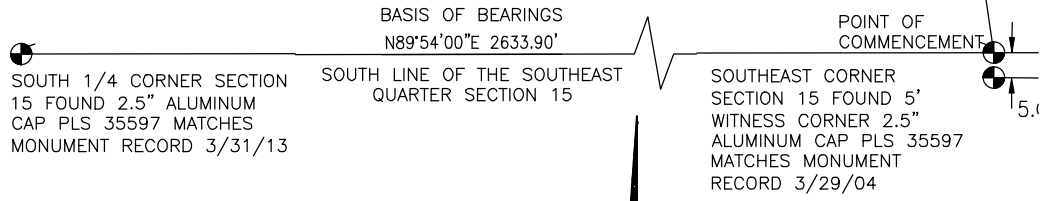
ACCESS & UTILITY PARCEL A-1
 EXHIBIT "D"
 PAGE 2 OF 2

PART OF LOTS 3 & 4
 RECEPTION #3116972
 N89°53'26"E 336.01'



NORTHWEST PARKWAY PUBLIC
 HIGHWAY AUTHORITY
 RECEPTION #2274760

SOUTH 112TH STREET



\\CP.RICKENG.COM\PROJECTS\D_ARV_J\1457\217-112 SUNDAR\SURVEY\EXHIBITS\EASEMENTS WITH T-6 UPDATE.DWG



JēHN
 ENGINEERING JE
 5690 WEBSTER STREET
 ARVADA, CO 80002
 PH. (303) 423-6036 FAX (303) 467-9438

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO

0.691 ACRES±	TITLE: ACCESS PARCEL		
SCALE: 1"=30'	REVISED: 1.25.23	1457-217-112	EASEMENTS.DWG

ACCESS AND UTILITY PARCEL A-2
EXHIBIT "D"

PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

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- SOUTHEAST CORNER OF SECTION 15, FOUND 5' WITNESS CORNER 2.5" ALUMINUM CAP PLS 35597.
- SOUTH QUARTER CORNER OF SECTION 15, FOUND 2.5" ALUMINUM CAP PLS 35597

COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 15;

THENCE NORTH 48°32'18" EAST, A DISTANCE OF 864.66 FEET TO THE NORTHERLY LINE OF RECEPTION NO. 2263089 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID RECEPTION NO. 2263089 AND THE NORTHERLY LINE OF RECEPTION NO. 2256482 SOUTH 87°32'18" EAST, A DISTANCE OF 100.10 FEET;

THENCE SOUTH 00°06'34" EAST, A DISTANCE OF 77.59 FEET;

THENCE SOUTH 89°37'23" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 00°06'34" WEST, A DISTANCE OF 82.55 FEET TO THE POINT OF BEGINNING.

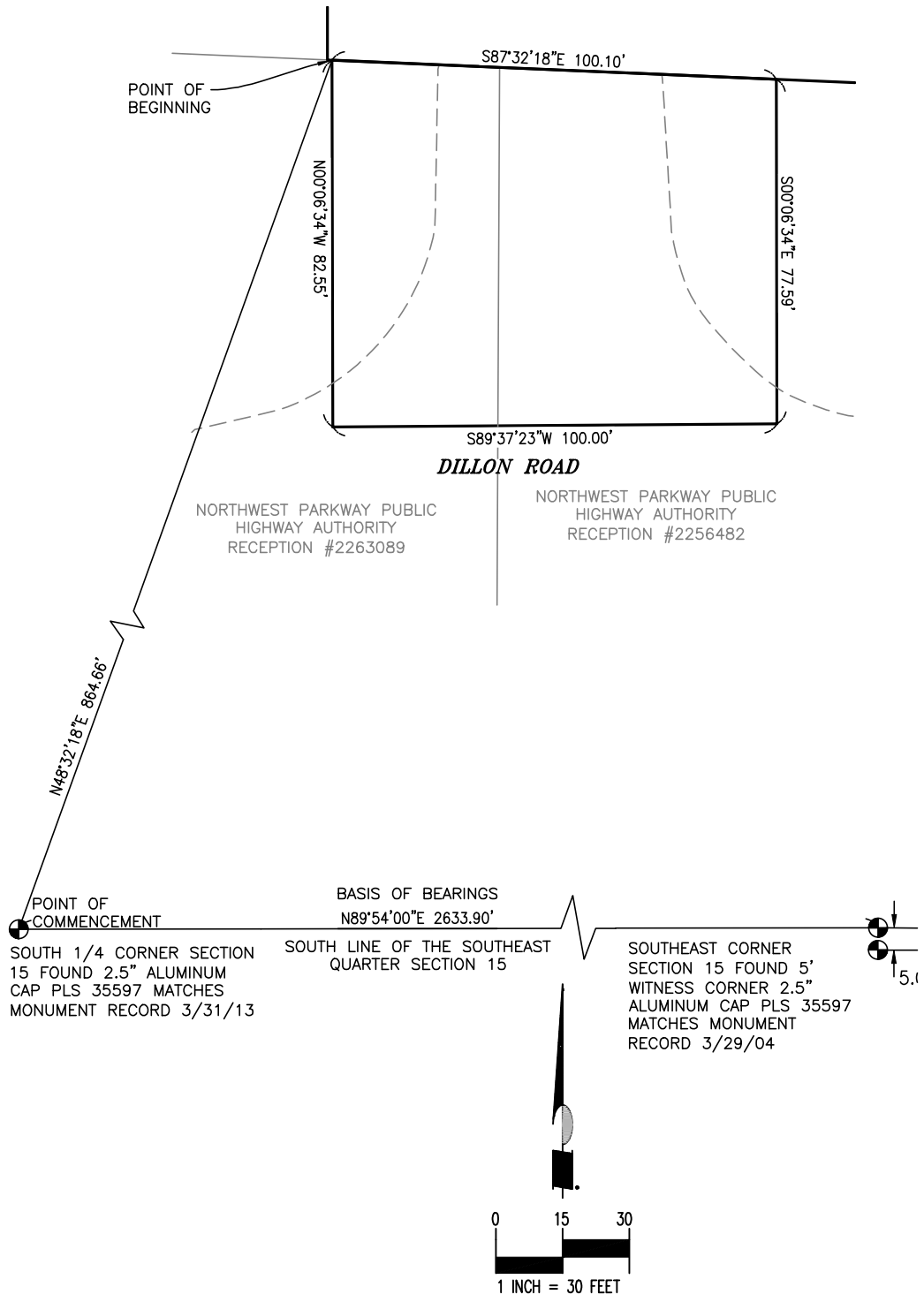
CONTAINING 8,007 SQUARE FEET OR 0.184 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO. 80002

\\CP.RICKENG.COM\PROJECTS\D_ARV_J\1457\217-112 SUNDAR\SURVEY\EXHIBITS\ACCESS ESMT A-2 LEGAL REV 1-25-23.DOCX

ACCESS & UTILITY PARCEL A-2
 EXHIBIT "D"
 PAGE 2 OF 2



\\GP.RICKENG.COM\PROJECTS\D_ARV_J\1457\217-112 SUNDAR\SURVEY\EXHIBITS\EASEMENTS WITH T-6 UPDATE.DWG



JēHN
ENGINEERING

5690 WEBSTER STREET
 ARVADA, CO 80002
 PH. (303) 423-6036 FAX (303) 467-9438

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO

0.184 ACRES±	TITLE: ACCESS PARCEL		
SCALE: 1"=30'	REVISED: 1.25.23	1457-217-112	EASEMENTS.DWG

EXHIBIT E
LEGAL DESCRIPTION AND DEPICTION OF STORMWATER DRAINAGE AND UTILITY
EASEMENT AREAS

UTILITY EASEMENT
EXHIBIT "E"

PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AS SHOWN ON RECEPTION NO. 2319040, BOULDER COUNTY RECORDS, AS BEARING NORTH 89°54'00" EAST, A DISTANCE OF 2633.90 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

- SOUTHEAST CORNER OF SECTION 15, FOUND 5' WITNESS CORNER 2.5" ALUMINUM CAP PLS 35597.
- SOUTH QUARTER CORNER OF SECTION 15, FOUND 2.5" ALUMINUM CAP PLS 35597

COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 15;

THENCE NORTH 59°55'12" EAST, A DISTANCE OF 1,169.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 58°33'30" EAST, A DISTANCE OF 40.38 FEET;

THENCE SOUTH 39°16'30" EAST, A DISTANCE OF 119.74 FEET;

THENCE SOUTH 81°26'10" WEST, A DISTANCE OF 46.52 FEET;

THENCE NORTH 39°16'30" WEST, A DISTANCE OF 101.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,424 SQUARE FEET OR 0.102 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

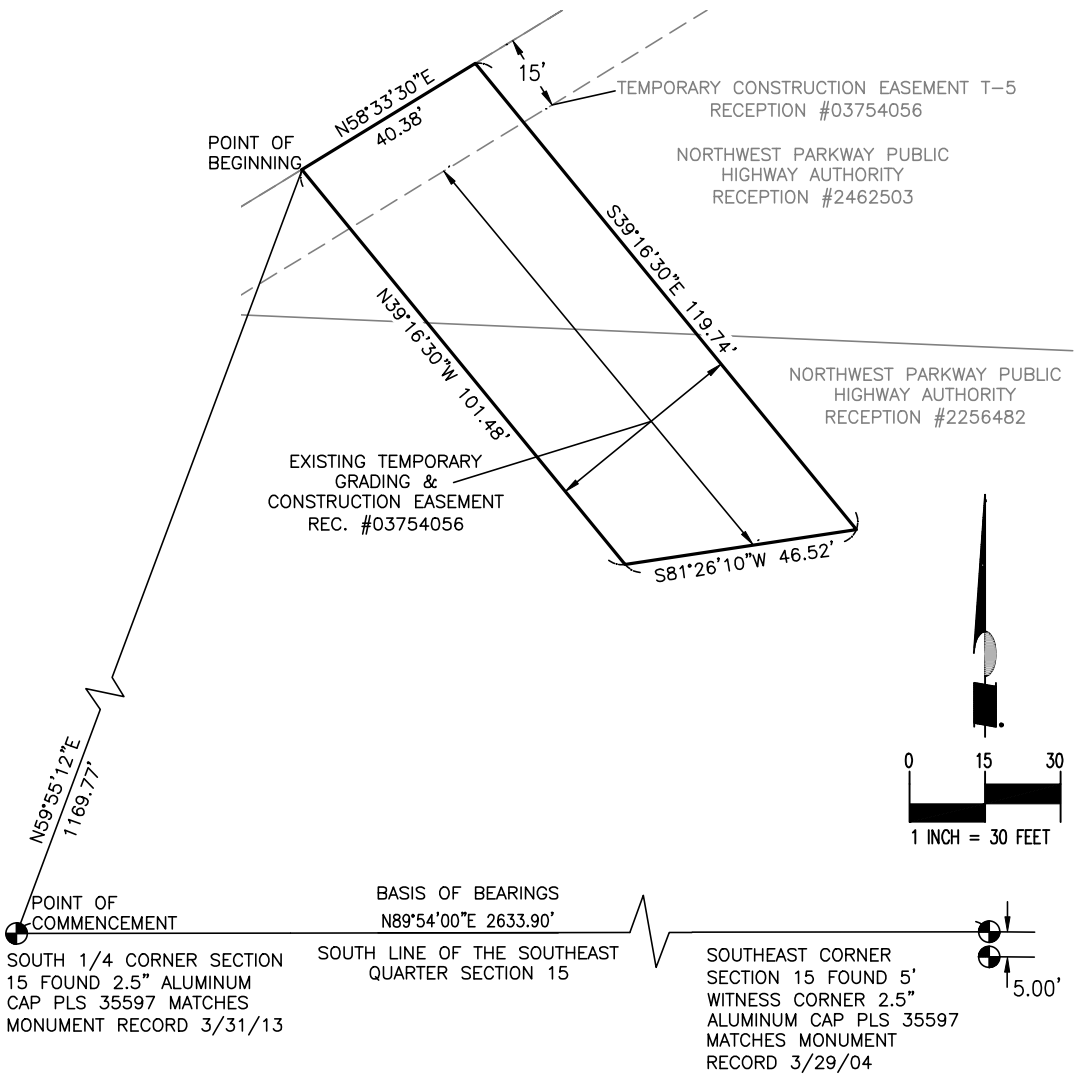
ROBERT J. HENNESSY, PLS NO. 34580 DATE

FOR AND ON BEHALF OF JEHN ENGINEERING INC.


5690 WEBSTER STREET, ARVADA, CO. 80002

\\CP.RICKENG.COM\PROJECTS\D_ARV_J1457217-112 SUNDAR\SURVEY\EXHIBITS\UTIL ESMT OVER T-6 LEGAL.DOCX

UTILITY EASEMENT
EXHIBIT "E"
PAGE 2 OF 2



\\CP.RICKENG.COM\PROJECTS\D_ARV_J\1457\217-112_SUNDAR\SURVEY\EXHIBITS\EASEMENTS WITH T-6 UPDATE.DWG

 <p>JehN ENGINEERING</p> <p>5690 WEBSTER STREET ARVADA, CO 80002 PH. (303) 423-6036 FAX (303) 467-9438</p>	A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO		
	0.102 ACRES±	TITLE: UTILITY EASEMENT	
SCALE: 1"=30'	REVISED: 1.25.23	1457-217-112	EASEMENTS.DWG

STORM SEWER EASEMENT
EXHIBIT "E"

PAGE 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AS SHOWN ON RECEPTION NO. 2319040, BOULDER COUNTY RECORDS, AS BEARING NORTH 89°54'00" EAST, A DISTANCE OF 2633.90 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

- SOUTHEAST CORNER OF SECTION 15, FOUND 5' WITNESS CORNER 2.5" ALUMINUM CAP PLS 35597.
- SOUTH QUARTER CORNER OF SECTION 15, FOUND 2.5" ALUMINUM CAP PLS 35597

COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 15;

THENCE NORTH 41°17'34" EAST, A DISTANCE OF 749.06 FEET TO THE SOUTHERLY LINE OF TRACT "A SUNDAR SUBDIVISION FILING NO. 1, AMENDMENT NO. 1, RECEPTION NO. 03692023 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY LINE NORTH 70°08'08" EAST, A DISTANCE OF 33.77 FEET;

THENCE SOUTH 73°33'06" EAST, A DISTANCE OF 127.18 FEET;

THENCE SOUTH 00°06'34" EAST, A DISTANCE OF 20.87 FEET;

THENCE NORTH 73°33'06" WEST, A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,875 SQUARE FEET OR 0.066 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

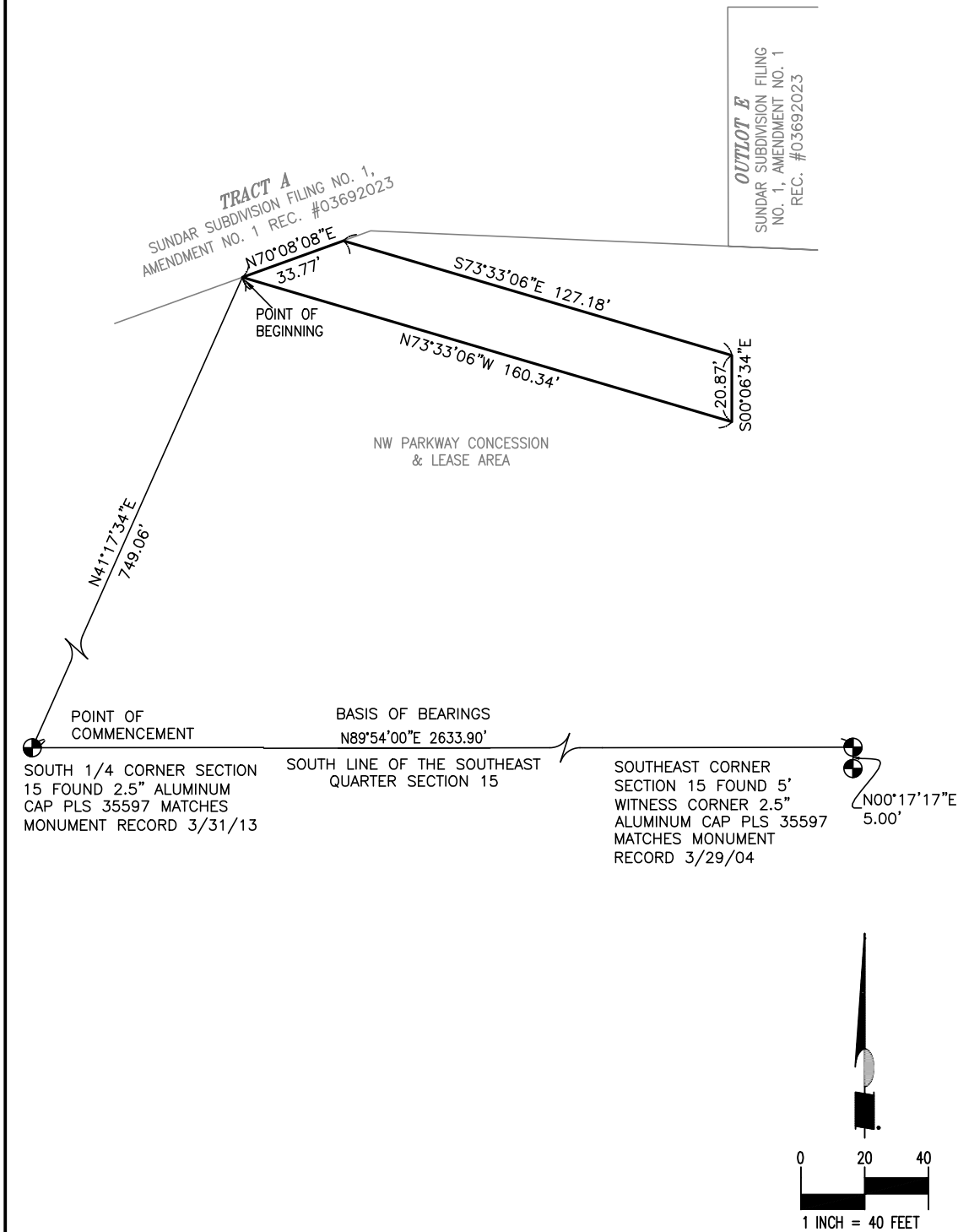
ROBERT J. HENNESSY, PLS NO. 34580 DATE

FOR AND ON BEHALF OF JEHN ENGINEERING INC.

5690 WEBSTER STREET, ARVADA, CO. 80002

\\CP.RICKENG.COM\PROJECTS\D_ARV_J1457\217-112 SUNDAR\SURVEY\EXHIBITS\STORM SEWER ESMT SOUTHWEST LEGAL.DOCX

STORM SEWER EASEMENT
 EXHIBIT "E"
 PAGE 2 OF 2



NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.


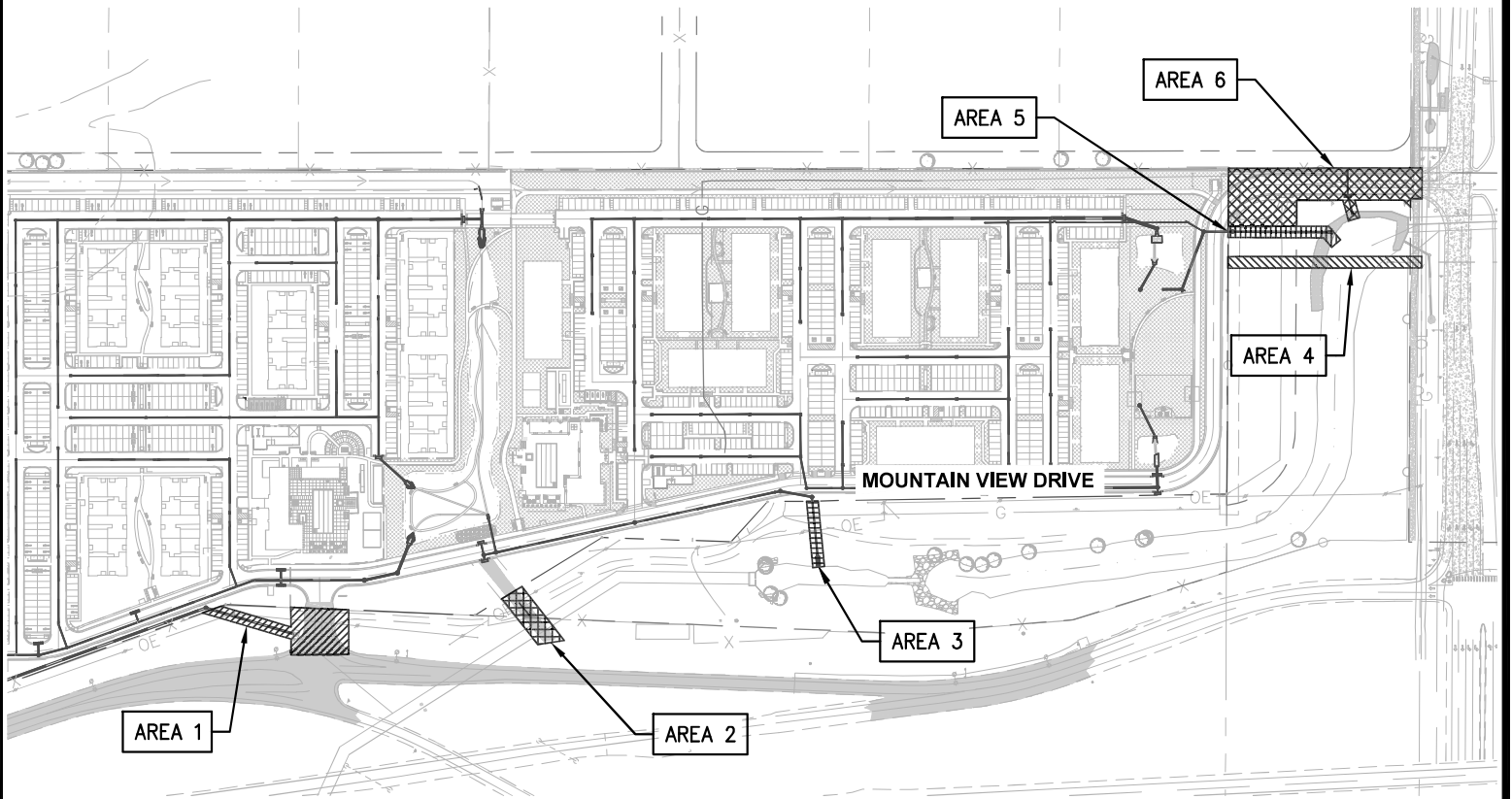
 <p>JEHN ENGINEERING</p> <p>5690 WEBSTER STREET ARVADA, CO 80002 PH. (303) 423-6036</p>	<p>A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO</p>	
	<p>0.066 ACRES±</p>	<p>TITLE: STORM SEWER EASEMENT</p>
<p>A RICK ENGINEERING COMPANY</p>		<p>SCALE: 1" = 40' REVISED: 1.25.23 D07112</p>

EXHIBIT F
GRANTEE MAINTENANCE AREAS

EXHIBIT F - GRANTEE MAINTENANCE AREAS



AREA 1



AREA 3



AREA 5



AREA 2



AREA 4



AREA 6





Stantec Consulting Services Inc.
410 17th Street, Suite 1400
Denver, Colorado 80202

February 24, 2023

Northwest Parkway Public Highway Authority

Attention: Ms. Tamara Seaver
Icenogle Seaver Pogue
4725 South Monaco Street, Suite 360
Denver, CO 80237

Dear Ms. Seaver,

Reference: Northwest Parkway Traffic Impact Study

Stantec is pleased to submit this proposed scope for a Northwest Parkway Traffic Impact Study in the vicinity of the proposed Redtail Ridge and Centura Health Hospital Developments. In addition to our in-depth knowledge of the parkway's operation from our ongoing work with the NWP LLC, our team has extensive experience in performing traffic studies for all different types of roadways and are fully qualified to evaluate the Northwest Parkway corridor. We are fully invested in continuing to help maintain exceptional parkway operations. It is in our best interest to do all that we can to ensure that not only the stakeholders are satisfied but also the roadway users.

The attached scope has been prepared to meet the needs of the Northwest Parkway after our conversations with you and preliminary reviews of proposed development study reports. While these other studies have performed some analyses on the parkway, they were limited in scope as it relates to NWP operations. Our proposed tasks will pick up from where these studies left off. As outlined in our scope, we will focus on the portion of NWP between 96th Street and US36 inclusive. Of particular interest will be analysis of current and forecasted operations not only for the vehicles that traverse this corridor but pedestrian and bicycle traffic as well.

We look forward to working with you and providing a detailed analysis that sheds light on the potential impacts and recommended mitigations of adjacent the proposed developments.

Thank you,

A handwritten signature in blue ink, appearing to read 'DKA'.

Dave Krauth, PE
Principal, Transportation Planning and Traffic Engineering

A handwritten signature in black ink, appearing to read 'Victoria Edington'.

Victoria Edington, PE, PTOE
Senior Transportation Engineer

Reference: Northwest Parkway Traffic Impact Study

Study Overview

The primary purpose of this Traffic Impact Study (TIS) is to evaluate potential impacts of the proposed development on the parkway. While all locations identified below will be analyzed, of particular concern are the proposed right-in/right-out for the hospital and the extension of Campus Drive to 96th Street. Safety and pedestrian connectivity will be an additional focus of this study.

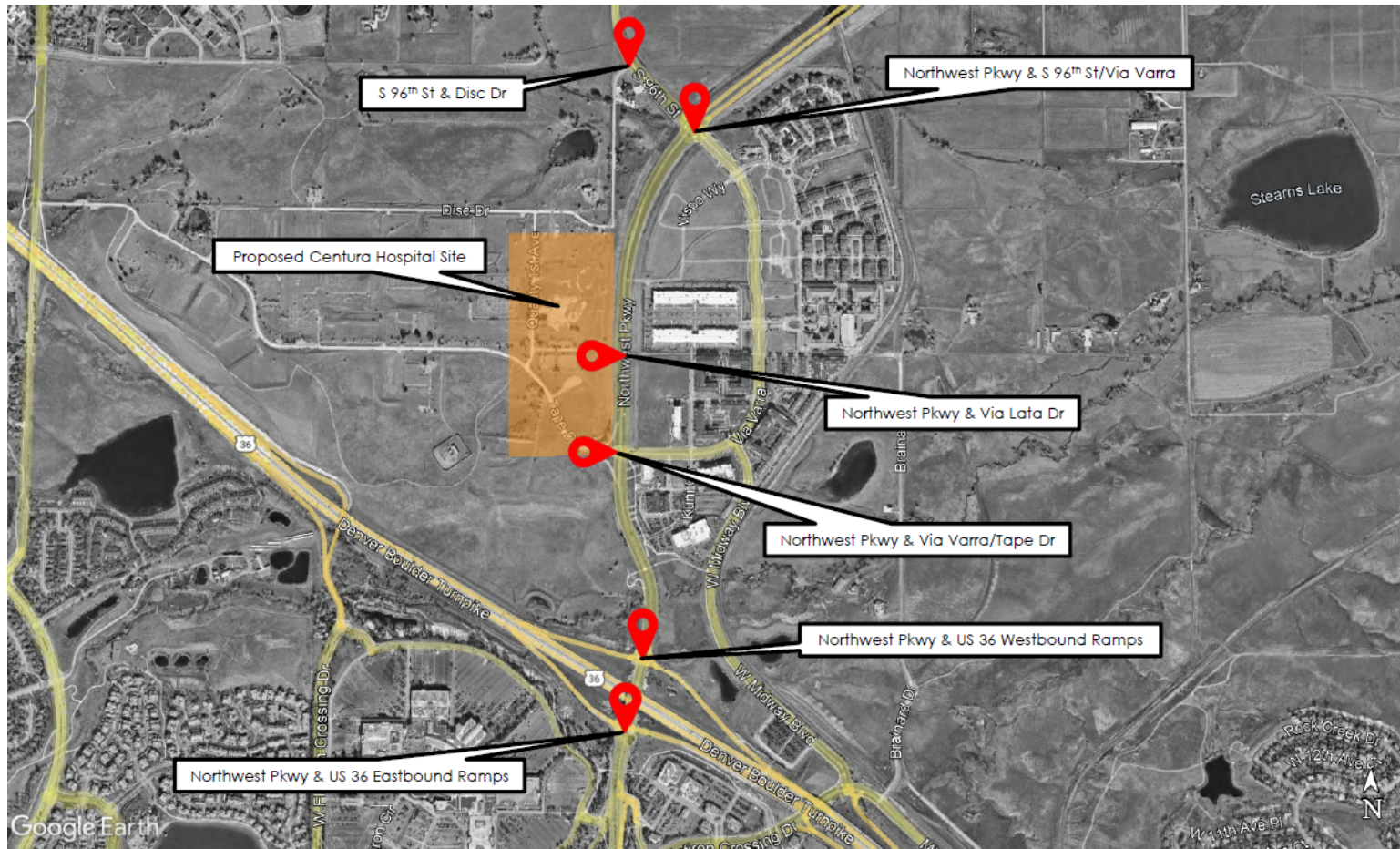
The TIS will consider one new access point along the west side of Northwest Parkway which will operate as right-in right-out. In total, this scope assumes the study area will include approximately seven intersections, as follows:

1. Northwest Parkway & S 96th Street/Via Varra
2. Northwest Parkway & Centura Health Driveway (new right-in/right-out)
3. Northwest Parkway & Via Lata Drive (existing right-in/right-out)
4. Northwest Parkway & Via Varra/Tape Drive
5. Northwest Parkway & US 36 Westbound Ramps
6. Northwest Parkway & US 36 Eastbound Ramps
7. S 96th Street & Disc Drive/Campus Drive

The approximate project site outline and study intersections are displayed in **Figure 1**.

Reference: Northwest Parkway Traffic Impact Study

Figure 1: Proposed Study Area



Project Approach

The following sections summarize the key tasks that will be completed as part of the TIS.

Task 1: Project Management

Prior to commencement of the traffic impact study, Stantec will attend an in-person kick-off meeting with the Northwest Parkway Public Highway Authority (PHA) and other stakeholders as deemed appropriate by the PHA. This meeting may be held virtually or in person. The Project Manager, Deputy Project Manager, and Project Engineer from Stantec will attend the kick-off meeting, as well as any other staff deemed necessary by Stantec. The Project Manager will keep the PHA informed of the status of the TIS and the expected completion date. Additional progress meetings will be held as needed.

Task 2: Data Collection

The analysis to be completed in the TIS relies upon current traffic data collected in the field. Stantec will utilize our subconsultant, All Traffic Data Services, to collect the following traffic counts for this study:

- 24-hour daily traffic (tube) counts for a total of three days (Tuesday – Thursday) at one location along Northwest Parkway
- 12-hour intersection turning movement counts on one representative weekday (Tuesday, Wednesday, or Thursday) at the study intersections

Collection of daily traffic counts over this three-day span will allow our team to identify the specific peak traffic times for each intersection during weekday operations. Based on the ITE Trip Generation Manual, it was determined that the Hospital trip generation rates are nominally the same for the weekend peak period as they are for the weekday peak period. For that reason, Stantec does not see necessity in collecting and modeling weekend data. The daily traffic counts will include vehicle classifications and speeds. The intersection turning movement counts will account for all modes at the study intersections, including vehicles (passenger cars and trucks), bicycles, and pedestrians. We anticipate collection and processing of these traffic counts to take place within three weeks of receiving Notice to Proceed, depending on weather and availability of staff from All Traffic Data Services.

The configurations of existing lanes, lane widths, signage, pavement markings, shoulder and sidewalk widths (as applicable), and other traffic features will be obtained based on available aerial and street-level imagery of the study area. Traffic signal timing plans will be obtained from the operating agency. A site visit will be coordinated amongst the Stantec team with the option of stakeholders to attend.

Any available data regarding future land uses and/or traffic volumes in the area, such as growth rates, proposed developments, or other planned projects, will be obtained as needed. This data is typically available from the local or state agency, which includes NWP, the City and County of Broomfield, and the Colorado Department of Transportation (CDOT). The latest design plans for the new site access as well as adjacent future development plans will also be required.

Reference: Northwest Parkway Traffic Impact Study

Task 3: Traffic Analysis

Stantec will perform a traffic analysis of the study area for both existing and future conditions. The existing conditions model will be based on the new traffic data we will collect in 2023. Future year conditions will be based on assumptions made in previous studies. These assumptions state that the hospital access will be built in 2025 and that the Redtail Ridge development will be built in 2030.

The traffic analysis will include modeling up to two times a day. Typically, this includes the weekday AM and PM peak periods. Exact hours to be represented in the models will be determined based on trends observed in the 24-hour daily traffic counts. The same times of day will be analyzed for the existing and future conditions for consistency. If the PHA indicates a need to understand traffic impacts during other times or on other days, such as during hospital shift changes, analysis of additional times of day may be added later as an additional service.

The scenarios that have been identified for analysis at this stage include the following:

- Year 2023 Existing Conditions
- Year 2025 Background Conditions
- Year 2025 Project Conditions
- Year 2030 Background Conditions
- Year 2030 Project Conditions
- Year 2040 Background Conditions
- Year 2040 Project Conditions

Existing Conditions

The Year 2023 Existing Conditions analysis will serve as a base for comparison against the other scenarios and will allow the overall traffic impacts to be quantified. Synchro traffic modeling software will be utilized to replicate the geometry, traffic control, and traffic volumes that currently exist along the Northwest Parkway corridor. Overall intersection delay and Level of Service (LOS) results will be obtained from the Synchro model using Highway Capacity Manual (HCM) methodology for each of the study intersections.

Background Conditions

Background Conditions represent future year traffic under the assumption that the right-in right-out hospital access WILL NOT be built. Utilizing the baseline Year 2023 traffic data and information about future growth in the area as described above under Task 2, the Stantec team will develop 2025, 2030 and 2040 background traffic volumes. Synchro models will be developed for all three background conditions. Background year assumptions are as follows:

2025 – The proposed Centura Hospital is built. Two years of straight-line growth in addition to all calculated trips generated from the hospital will be included in this model.

2030 – Redtail Ridge development is built. Five years of straight-line growth in addition to all calculated trips generated from the hospital and the Redtail Ridge development will be included in this model.

Reference: Northwest Parkway Traffic Impact Study

2040 – Future year conditions (long-term scenario). 17 years of straight-line growth in addition to all calculated trips generated from the hospital, Redtail Ridge development and any other future developments will be included in this model.

These scenarios will not include any extension of the tolled roadway from 96th Street to US 36. Overall intersection and LOS results will again be compiled from the Synchro model for comparison against the other scenarios.

Project Conditions

Project Conditions represents future year traffic under the assumption that the right-in right-out hospital access WILL be built. Background condition volumes will be re-routed accordingly to represent traffic entering and exiting the hospital along Northwest Parkway. This process will be repeated for 2025, 2030 and 2040 conditions.

These scenarios will not include any extension of the tolled roadway from 96th Street to US 36. Overall intersection and LOS results will again be compiled from the Synchro model for comparison against the other scenarios. For any scenarios where LOS is deemed unacceptable, mitigation will be recommended to improve traffic conditions. These measures will be further discussed with the PHA and modeled separately.

Task 4: Safety Analysis

The most recent five years of crash data will be obtained from CDOT. This information will be used to assess existing safety concerns for both vehicles and more vulnerable users such as pedestrians along this segment of the Northwest Parkway corridor. Proven engineering measures will be recommended to address any issues deemed critical during this task. Each measure will be associated with a Crash Modification Factor that describes the predicted crash reduction percentage once the chosen mitigation is applied.

Future considerations will be applied to this task, including traffic growth, development, and pedestrian / cyclist connectivity between intersections.

Task 5: Traffic Impact Study Report

Stantec will produce a Draft TIS report incorporating all findings from the engineering analysis. This study will include the preferred content and format as is utilized by the PHA and be written in US Customary (English) units.

A Draft TIS report will be submitted to the PHA in the form of an electronic (PDF) copy for review. The Traffic Impact Study report will include (as appropriate):

1. Introduction
2. Existing Conditions Review
 - a. Existing Street Network
 - b. Existing Traffic Counts
 - c. Existing Crash Data

Reference: Northwest Parkway Traffic Impact Study

3. Long-Term Traffic Overview
 - a. Future Development
 - b. Growth Rates
4. Delay and Level of Service Analysis
 - a. Year 2023 Existing Conditions Scenario
 - b. Year 2025 Background Conditions Scenario
 - c. Year 2025 Project Conditions Scenario
 - d. Year 2030 Background Conditions Scenario
 - e. Year 2030 Project Conditions Scenario
 - f. Year 2040 Background Conditions Scenario
 - g. Year 2043 Project Conditions Scenario
5. Safety Analysis
 - a. Hotspots and Crash Trends
 - b. Future Safety Concerns with Proposed Hospital Access
 - c. Safety Mitigation
6. Conclusions and Summary
7. Appendices, as needed

Upon review by the PHA, Stantec will revise and resubmit the final TIS report based upon any appropriate requested changes. The comment review and revision process will include up to one in-person meeting with the PHA and others (if so desired by the PHA) to discuss any concerns with the Draft TIS report. The Final TIS report will be submitted to the PHA in the form of an electronic (PDF) copy.

Addressing any additional review comments not previously identified in the first review and after the Final TIS submittal is issued will require an additional level of effort to update the analysis. Stantec will submit a cost estimate for the additional level of effort to the PHA for approval if needed.

Deliverables

Stantec will provide the following deliverables as part of the traffic study:

- Draft TIS Report – One (1) electronic copy
- Final TIS Report – One (1) electronic copy
- Traffic data collection records
- Final Synchro models

Reference: Northwest Parkway Traffic Impact Study

Schedule & Fee

Stantec will start working on this scope of work immediately after receiving the notice to proceed (NTP) and anticipates completion of the analysis and submittal of the deliverables in the time frames listed below:

- Kick-Off Meeting: Within one week of NTP
- Data Collection: Completed within three weeks of NTP
- Draft TIS Report: Submitted to NWP within six weeks of receipt of all data (existing counts, anticipated hospital development plans, etc.)
- Final TIS Report: Re-submitted to NWP within two weeks of receipt of comments on Draft Report

We anticipate completion of this work for a total of \$96,356. Please see the attached estimate.

Regards,

Stantec Consulting Services Inc



Dave Krauth, PE
Principal, Transportation Planning and
Traffic Engineering
Phone: 719-337-0800
dave.krauth@stantec.com



Victoria Edington, PE, PTOE
Senior Transportation Engineer
Phone: 303-285-4575
victoria.edington@stantec.com

By signing this proposal, **Northwest Parkway Public Highway Authority** authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ___ day of _____, 2023.

Per: Northwest Parkway Public Highway Authority

Print Name & Title

Signature

Attachment: Cost Estimate

Northwest Parkway Traffic Impact Study

Workhour and Fee Estimate

Friday, February 24, 2023

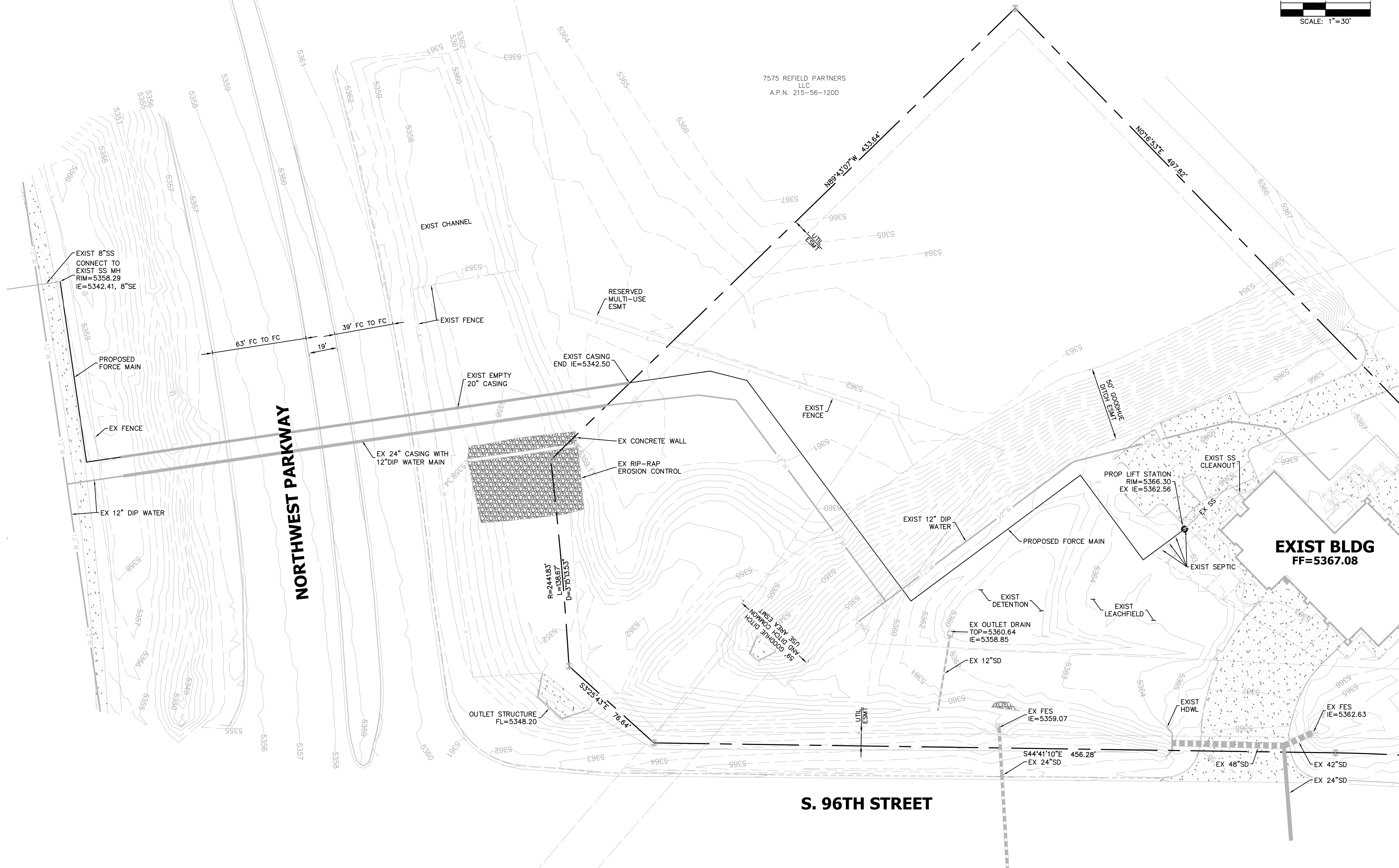
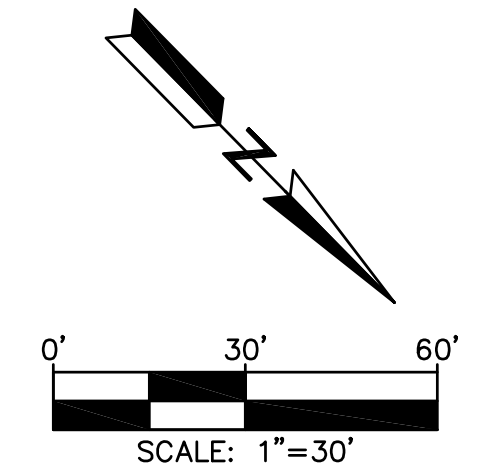
Item	Task	Project Manager	Deputy Project Manager	Project Engineer	Junior Engineer	Total Hours	Total Cost
		Dave Krauth	Victoria Edington	Brent Hypnarowski	Maggie Ostwald		
1	Project Management / Administration					68	\$ 11,764.00
1.1	Scoping / Kick-Off Meeting with Client & Stakeholders (in-person)	4	4	4		12	\$ 2,172.00
1.2	Progress Meetings with Client (up to 4)	8	8	8		24	\$ 4,344.00
1.3	Internal Team Meetings / General Task Management	4	12	12	4	32	\$ 5,248.00
2	Data Collection					38	\$ 6,014.00
2.1	Compile Data about Existing Street Network and Future Growth		8	16		24	\$ 3,800.00
2.2	Review Traffic Counts (from All Traffic Data)			2		2	\$ 314.00
2.3	Review Trip Generation / Distribution Data from Previous Studies		4	8		12	\$ 1,900.00
3	Traffic Analysis					244	\$ 38,660.00
3.1	Year 2023 Existing Conditions Analysis		8	24		32	\$ 5,056.00
3.2	Future Volume Forecast & Trip Generation / Distribution Updates	2	2	12		16	\$ 2,656.00
3.3	Year 2025 Background Conditions Analysis		4	8		12	\$ 1,900.00
3.4	Year 2025 Project Conditions Analysis		8	16		24	\$ 3,800.00
3.5	Year 2030 Background Conditions Analysis		4	8		12	\$ 1,900.00
3.6	Year 2030 Project Conditions Analysis		8	16		24	\$ 3,800.00
3.7	Year 2040 Background Conditions Analysis		4	8		12	\$ 1,900.00
3.8	Year 2040 Project Conditions Analysis		8	16		24	\$ 3,800.00
3.9	Future Conditions Mitigation	8	16	40	24	88	\$ 13,848.00
4	Safety Analysis					60	\$ 9,548.00
4.1	Review Existing Crash Data		4	16		20	\$ 3,156.00
4.2	Develop Safety Recommendations	4	8	20	8	40	\$ 6,392.00
5	Traffic Impact Study Report					142	\$ 22,206.00
5.1	Draft Report		8	40	24	72	\$ 10,760.00
5.2	Internal Report QA/QC	4	4	12	4	24	\$ 3,960.00
5.3	Comment Review Meeting with Client & Stakeholders (in-person)	4	4	4		12	\$ 2,172.00
5.4	Address Comments / Submit Final Report	2	8	16	8	34	\$ 5,314.00
6	Direct Expenses						\$ 8,163.75
6.1	All Traffic Data - Data Collection	\$8,000.00					\$ 8,000.00
6.2	Mileage (250 mi @ \$.655/mi)	\$163.75					\$ 163.75
	Sub-total Hours		40	134	306	72	\$ 88,192.00
	Hourly Rate		\$225.00	\$161.00	\$157.00	\$133.00	
	Sub-total \$		\$9,000.00	\$21,574.00	\$48,042.00	\$9,576.00	

Total Labor Cost (Stantec)	\$88,192.00
Direct Expenses	\$ 8,163.75

Total Cost	\$ 96,355.75
-------------------	---------------------

CONCEPTUAL UTILITY PLAN FOR NORTH METRO FIRE STATION #67

13975 SOUTH 96TH STREET
BROOMFIELD, CO 80020
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
21, TOWNSHIP 1 SOUTH - RANGE 69 WEST OF THE 6TH P.M.
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO



7575 REFIELD PARTNERS
LLC
A.P.N. 215-56-1200

NO.	DATE	REVISION	BY

DESIGN BY: LT
DRAWN BY: DFK
CHECKED BY: LT

HUNTER
ENGINEERING WEST CIVIL ENGINEERING
5600 GREENWOOD PLAZA BLDG.
SUITE 200
GREENWOOD VILLAGE, CO 80111
T 720 888 5066

PRELIMINARY
PLANS
NOT FOR
CONSTRUCTION

CONCEPTUAL UTILITY PLAN
FOR
NORTH METRO FIRE STATION #67
13975 SOUTH 96TH STREET
BROOMFIELD, CO 80020



THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
NORTH METRO

HE NO.: JORD001

SCALE: 1"=30'

SHEET:
C1