

# BRIGHTON CITY COUNCIL RESOLUTION

## INDIGO TRAILS DEVELOPMENT AGREEMENT AMENDMENT NO. 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THE INDIGO TRAILS DEVELOPMENT AGREEMENT, AMENDMENT NO. 2 FOR APPROXIMATELY 132 ACRES OF PROPERTY, GENERALLY LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BRIGHTON, COLORADO, AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT AMENDMENT ON BEHALF OF THE CITY; AND SETTING FORTH OTHER DETAILS RELATED THERETO.

### RESOLUTION NO.: 2017-142

*WHEREAS*, Colorado Homes, LLC (the “Applicant”) is the owner and developer of Indigo Trails Phases IV, V, and VI, generally located at the Southwest Quarter of Section 17, Township 1 South, Range 66 West of the 6<sup>th</sup> Principal Meridian and more specifically described in **EXHIBIT A**, attached hereto (the “Property”); and

*WHEREAS*, the Applicant has submitted a request to amend the existing Indigo Trails Development Agreement that was approved by City Council on December 19, 2000 and first amended on May 19, 2015; and

*WHEREAS*, the Property was annexed on May 20, 1986, given its current zoning designation of the Indigo Trails Planned Unit Development (PUD) on June 20, 2000, and platted as Indigo Trails on November 28, 2000 described in **EXHIBIT B**, with a minor replat to Phase III in 2015; and

*WHEREAS*, the City Council acknowledges that the Indigo Trails Development Agreement Amendment No. 2 complies with the requirements of the Final Plat procedures and Subdivision Regulations, provides consistency with the purpose and intent of the regulations, provides compatibility with surrounding areas, is harmonious with the character of the neighborhood, is not detrimental to the immediate area, is not detrimental to the future development of the area, and is not detrimental to the health, safety, or welfare of the inhabitants of the City, and is able to be approved administratively.

***NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AS FOLLOWS:***

Section 1. That the Indigo Trails Development Agreement No. 2, attached hereto as **EXHIBIT C**, is hereby approved.

Section 2. That the Mayor is authorized to execute the Indigo Trails Development Agreement Amendment No. 2, and in furtherance thereof, that the City Manager and/or his designee(s) are hereby authorized and directed to execute such additional documents, agreements and/or related instruments, and to take such acts as are reasonably necessary, to carry out the terms and provisions of the Agreement amendment, for and on behalf of the City of Brighton.

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***RESOLVED***, this 5<sup>th</sup> day of December, 2017.

**CITY OF BRIGHTON, COLORADO**

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Richard N. McLean, Mayor

***ATTEST:***

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Natalie Hoel, City Clerk

***APPROVED AS TO FORM:***

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Margaret R. Brubaker, Esq., City Attorney

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**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**INDIGO TRAILS PHASES IV, V, AND VI**

Phase IV:

Lots 7-9, Block 6;  
Lots 4-9, Block 7;  
Lots 1-5, Block 8;  
Lots 1-18, Block 9;

And

Tracts J and K,

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado

Phase V:

Lots 18-28, inclusive, Block 9;  
Lots 7-12, inclusive, Block 12;  
Lots 1-14, Block 13;  
Lots 1-6, inclusive, Block 14;  
Lots 1-4, inclusive, 8-11 inclusive, Block 15;  
Lots 1, 8, 9, 10, 11, Block 16;

And

Tract L except that portion of Tract L more particularly described on that Special Warranty Deed dated April 25, 2002 and recorded on April 29, 2002 at Reception No. CO961748.

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado

Phase VI:

Lots 29-34, Block 9;  
Lots 1-11, Block 10;  
Lots 1-6, Block 11;  
Lots 1-6, Block 12;  
Lots 13-18, Block 12;  
Lots 2-7, Block 16;  
Lots 1-10, Block 17;

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And

Tracts M, N, O, P, and Q

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado





# INDIGO TRAILS FILING NO. 1

A PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST,  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

FINAL PLAN  
SHEET 2 OF 5



SCALE: 1" = 1000'

- LEGEND**
- ⊙ ALIQUOT CORNER (MONUMENTED AS NOTED)
  - FOUND MONUMENT AS NOTED
  - SET #5 REBAR WITH PLASTIC CAP STAMPED "PLS 29003"

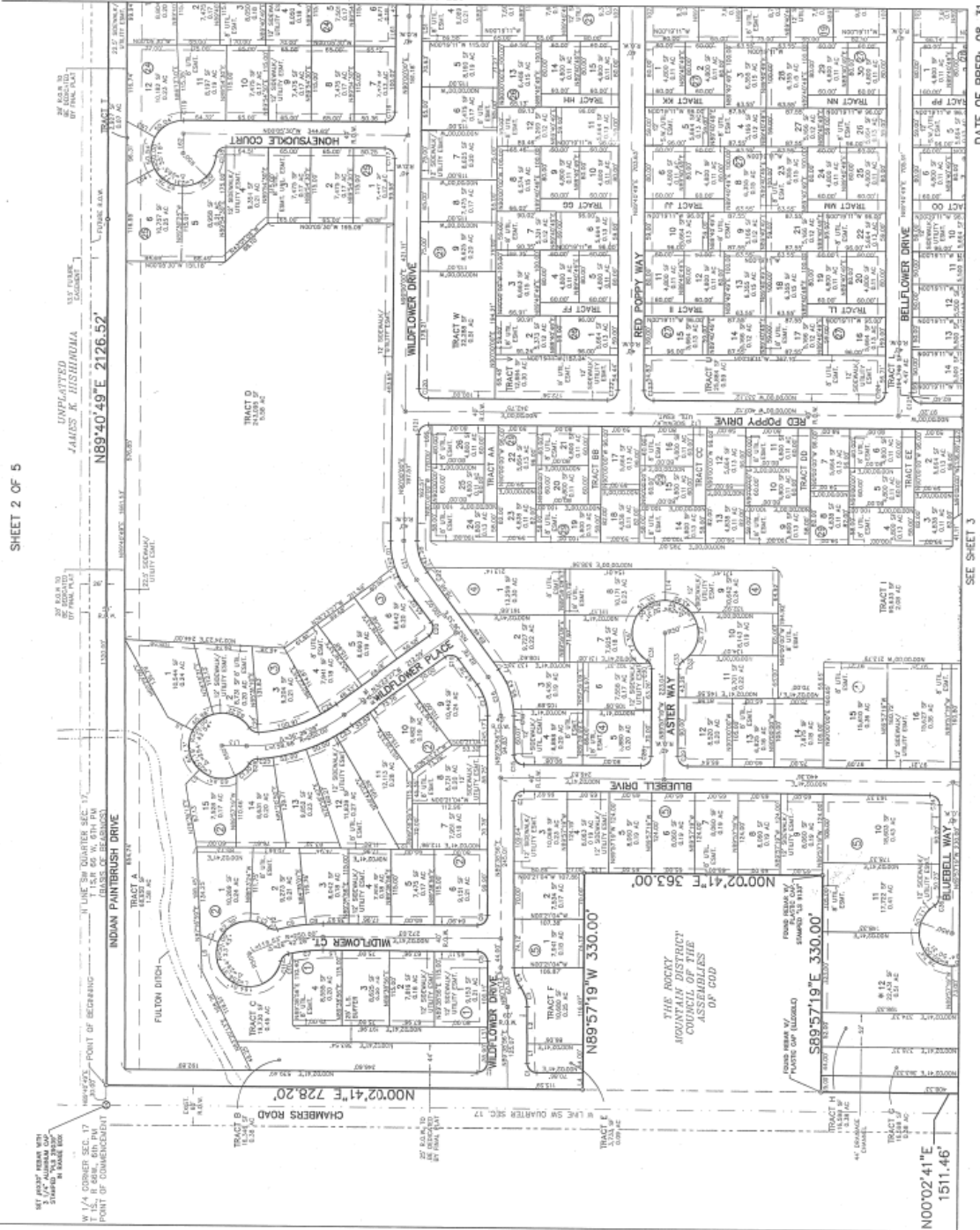


( IN FEET )  
1 inch = 100 ft.

**PEAK CIVIL CONSULTANTS**  
CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES



2825 86th STREET, SUITE 210  
DENVER, COLORADO 80231  
(720) 426-1111  
Email: peak@peakcivil.com



SEE SHEET 3

DATE OF PREP: 08-31-00

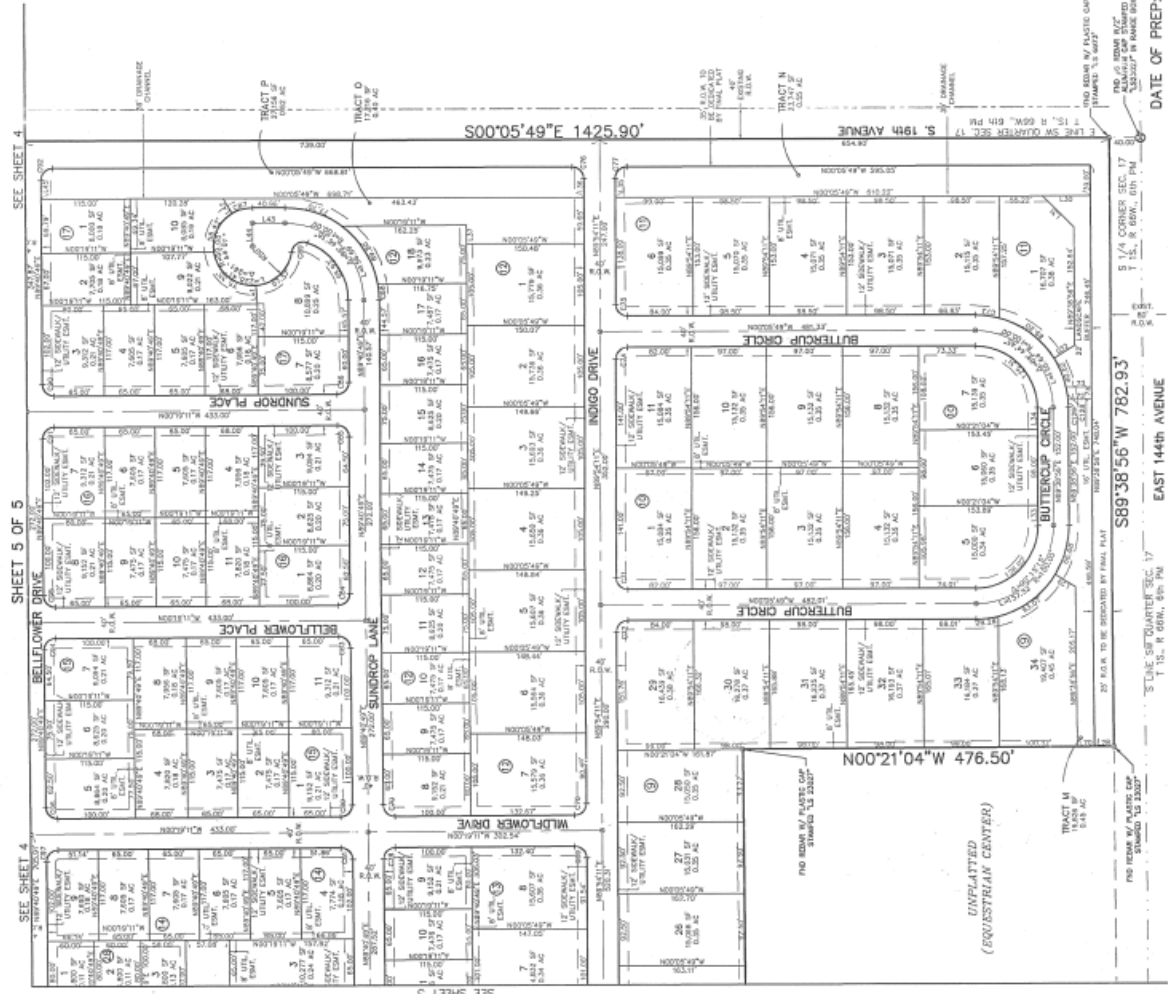






# INDIGO TRAILS FILING NO. 1

A PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST,  
OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO  
FINAL PLAT



LOT	AREA (SQ. FT.)	AREA (AC.)
1	14,250.00	0.32
2	14,250.00	0.32
3	14,250.00	0.32
4	14,250.00	0.32
5	14,250.00	0.32
6	14,250.00	0.32
7	14,250.00	0.32
8	14,250.00	0.32
9	14,250.00	0.32
10	14,250.00	0.32
11	14,250.00	0.32
12	14,250.00	0.32
13	14,250.00	0.32
14	14,250.00	0.32
15	14,250.00	0.32
16	14,250.00	0.32
17	14,250.00	0.32
18	14,250.00	0.32
19	14,250.00	0.32
20	14,250.00	0.32
21	14,250.00	0.32
22	14,250.00	0.32
23	14,250.00	0.32
24	14,250.00	0.32
25	14,250.00	0.32
26	14,250.00	0.32
27	14,250.00	0.32
28	14,250.00	0.32
29	14,250.00	0.32
30	14,250.00	0.32
31	14,250.00	0.32
32	14,250.00	0.32
33	14,250.00	0.32
34	14,250.00	0.32

- LEGEND**
- ⊙ ALIQUOT CORNER (MONUMENTED AS NOTED)
  - FOUND MONUMENT AS NOTED
  - SET #5 REBAR WITH PLASTIC CAP STAMPED "PLS 29039"



**SHEET 5 OF 5**

**PEAK CIVIL CONSULTANTS**  
CIVIL ENGINEERING & LAND DEVELOPMENT SERVICES

2825 16TH STREET, SUITE 210  
DENVER, COLORADO 80202  
(303) 733-1100  
Email: peakcivil@peakcivil.com

DATE OF PREP: 08-31-00

S89°38'56"W 782.93'  
EAST 144th AVENUE

N00°21'04"W 476.50'  
EAST 144th AVENUE

S00°05'49"E 1425.90'  
S 19th AVENUE

NO. 15 REBAR SET ALIQUOT CORNER STAMPED # 29039

NO. 15 REBAR SET ALIQUOT CORNER STAMPED # 29039

NO. 15 REBAR SET ALIQUOT CORNER STAMPED # 29039

**EXHIBIT C**  
**INDIGO TRAILS DEVELOPMENT AGREEMENT AMENDMENT NO. 2**

**SECOND AMENDMENT  
TO THE  
INDIGO TRAILS DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE INDIGO TRAILS DEVELOPMENT AGREEMENT (“Second Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Colorado Homes, llc**, a Colorado limited liability company (“Developer”), and **The City of Brighton**, a Colorado home rule municipality (“City”).

**WITNESSETH:**

WHEREAS, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP, Robert Hunt and the City previously entered into that certain Indigo Trails Development Agreement dated December 19, 2000 recorded in Adams County, Colorado on March 23, 2001 at Reception Number C0776735 (the “Agreement”), which Agreement affects that certain real property located in the City of Brighton, Adams County, Colorado, comprising approximately 132 acres, more or less, and generally known as “Indigo Trails,” (“the Development”) located north of East 144<sup>th</sup> Avenue, east of Chambers Road, south of the 148<sup>th</sup> Avenue alignment and west of the South 19<sup>th</sup> Avenue alignment, and more particularly described in the Agreement (“Indigo Trails”); and

WHEREAS, pursuant to the Agreement and the approved Final Plat for Indigo Trails, the subdivision was and is defined by six (6) discrete (although related) phases of construction and development, known and referred to as Indigo Trails Phases I, II, III, IV, V and VI; and

WHEREAS, the Indigo Trails Subdivision Final Plat was approved by the City of Brighton City Council on December 19, 2000; and

WHEREAS, by that certain Assignment and Assumption Agreement dated May 31, 2001 and recorded in Adams County on June 6, 2001 at Reception No. C0810470, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP assigned to Morrison Homes of Colorado, Inc., a Colorado corporation, certain of RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP’s rights and obligations under the Agreement, associated with Phase I of Indigo Trails; and

WHEREAS, by that certain subsequent Assignment and Assumption Agreement dated April 25, 2002 and recorded in Adams County on April 29, 2002 at Reception No. CO961749, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP assigned to Morrison Homes of Colorado, Inc., a Colorado corporation, certain of RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP’s rights and obligations under the Agreement, associated with Phase II of Indigo Trails; and

WHEREAS, the Agreement was amended under that certain First Amendment to the Indigo Trails Development Agreement dated May 19, 2015 and approved by the Brighton City Council on May 19<sup>th</sup>, 2015 (“First Amendment”) for the primary purpose of aligning public improvements to the amended plat for Phase III; and

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WHEREAS, in connection with the First Amendment, and by that certain subsequent Assignment and Assumption Agreement dated May 21, 2015 and recorded in Adams County on May 26, 2015 at Reception No. 2015000038790, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP assigned to Meritage Homes of Colorado, Inc., an Arizona corporation, certain of RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP's rights and obligations under the Agreement associated with Phases III and V of Indigo Trails; and

WHEREAS, in connection with the First Amendment, and by that certain subsequent Assignment and Assumption Agreement dated May 21, 2015 and recorded in Adams County on May 26, 2015 at Reception No. 2015000039065, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP assigned to Meritage Homes of Colorado, Inc., an Arizona corporation, certain of RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP's rights title, obligations, and liabilities pursuant to the Agreement and First Amendment, insofar as they pertained to Indigo Trails Phase III; and

WHEREAS, in connection with this Second Amendment, and by that certain Assignment and Assumption Agreement dated May 4, 2017 and recorded in Adams County on May 8, 2015 at Reception No. 2017000039865, RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP assigned to Colorado Homes, LLC., a Colorado limited liability company, certain of RH Indigo Trails, LLLP, d.b.a. Indigo Trails LLLP's rights and obligations under the Agreement associated with Phase V of Indigo Trails; and

WHEREAS, in connection with this Second Amendment, and by that certain Deed of Trust dated December 27, 2016 and recorded in Adams County on December 27, 2016 at Reception No. 2016000113089, Robert L. Hunt transferred ownership and all development obligations for Indigo Trails Phases IV and VI to United Construction LLC, a Colorado limited liability company; and

WHEREAS, Colorado Homes, llc ("the Developer") is the present developer working on the Development; and

WHEREAS, United Construction LLC is affiliated and working in conjunction with the Developer on the Development as the Developer's builder; and

WHEREAS, the Developer is undertaking the development of Phases IV, V, and VI of Indigo Trails, being the real property as more particularly described in the attached Exhibit A; and

WHEREAS, Developer remains obligated under the Development Agreement generally, and specifically for Phases IV, V and VI, except to the extent that Developer's obligations for the development of Phases I, II and III have been expressly transferred and assigned, and accepted and assumed by Developer's Assignees (specifically, as applicable, Morrison Homes of Colorado, Inc., Meritage Homes of Colorado, Inc., Colorado Homes, LLC, and United Construction, LLC.) pursuant to the above-referenced Assignment and Assumption Agreements; and

NOW, THEREFORE, in consideration of the promises and covenants of the Agreement and this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to Amend Development Agreement. The Parties to the Agreement desire and intend to modify and amend certain specific provisions of the Agreement, according to the terms and provisions of this Second Amendment. The Agreement and First Amendment remain valid and in full force and effect, and are modified only as provided herein and not otherwise.

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From and after the date of this Second Amendment, the “Agreement” means the Agreement together with the First Amendment, and this Second Amendment, and the Developer shall fully and faithfully perform the Agreement according to its terms.

2. Public Improvements. Pursuant to the Agreement the Developer shall at its expense design and construct all public improvements reflected in or contemplated by the Indigo Trails Subdivision Plat, all public improvements referenced in the First Amendment and in this Second Amendment, all public improvements in Phases IV, V, and VI (and required or necessary to serve Phases IV, V, and VI), and all improvements and appurtenances related to the foregoing, all according to the terms of the Agreement, including but not limited to;

- a. The Developer shall at its sole cost and expense design and construct all necessary water, sanitary sewer, storm drainage and related infrastructure associated with the development of Phases IV, V, and VI, and as otherwise required by the Agreement.
  - i. This infrastructure includes the waterline to be constructed in 144<sup>th</sup> Avenue to run from Chambers Road to Buckley Road aka South 27<sup>th</sup> Avenue that shall be completed with the construction of 144<sup>th</sup> Avenue from Chambers Road to S. 19<sup>th</sup> Avenue.

3. Removal or Amendment of Earlier Public Improvements. Only the following improvements reflected in or contemplated by the Indigo Trails Subdivision Plat, all public improvements referenced in the First Amendment and in this Second Amendment, all public improvements in Phases IV, V, and VI (and required or necessary to serve Phases IV, V, and VI), and all improvements and appurtenances related to the foregoing, all according to the terms of the Agreement, shall be removed or amended as such:

- a. The remaining east one-half portion of Chambers Road from the southern end of Phase I to East 144<sup>th</sup> Avenue, approximately 730 feet, shall be constructed by the Developer, at its sole cost and expense, in compliance with the City’s collector cross section not a minor arterial, before any residential building permits will be issued by the City for Phase IV.
  - b. Construction of the speed bumps envisioned to be placed within the Country Hills Subdivision of Adams County is hereby no longer required.
  - c. Developer shall escrow sufficient funds with the City to cover the costs of the design and construction of the entire ten-foot (10’) wide concrete trail before the City will issue any residential building permits in Phases IV, V, or VI. The trail’s location will be from the northwest corner of the Development from the existing trail along Chambers Road, crossing the ditch, routing through Tract A of the Indigo Trails Subdivision and then through the Bromley Farms Subdivision to the Fulton Ditch Intersection with Bromley Lane. Residential permits may be issued once the City has received the above mentioned escrowed funds. Additionally the Developer agrees to work in good faith with the property owners to the north to design, obtain the necessary easements, and construct the remaining portions of the trail, and provide proof thereof to the City, before any residential building permits will be issued in the second and third remaining phases (Phases VI, V, or VI) of the Development.
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- d. Construction of the pedestrian crossing at Bromley Lane where the pedestrian trail was envisioned to connect to the existing Brighton Memorial Parkway Trail consisting of a cross-walk and pedestrian crossing light or other acceptable system is hereby no longer required.
- e. The installation of a traffic signal at the intersection of 144<sup>th</sup> Avenue and Sable Boulevard is hereby no longer required to be completed prior to development. The Developer shall provide a complete traffic impact study and traffic signal warrant analysis for the subject intersection at the time of submission of a civil drawings for Phases IV, V, and/or VI. If a traffic signal is warranted, the Developer shall pay for the signal either by (i) escrowing sufficient funds with the City or (ii) payment of cash-in-lieu at twenty-five percent (25%) of the total cost for design and construction as agreed to between the Developer and the City to be submitted with the above mentioned traffic impact study. Payment shall be submitted to the City prior to, and as a condition of, the release of any residential building permits for Phases IV, V, and/or VI by the City.
- f. The north one-half section of 144<sup>th</sup> Avenue from Chambers Road to S. 19<sup>th</sup> Avenue, shall be designed and constructed by the Developer as a minor arterial and not as a major arterial as originally envisioned. The Developer shall also escrow with the City sufficient funds to cover the cost for the design and construction of the north one-half of the median as part of 144<sup>th</sup> Avenue located from Chambers Road to S. 19<sup>th</sup> Avenue, which shall be constructed by others when the southern one-half of the median is constructed.
- g. The Developer shall acquire the right-of-way necessary for S. 19<sup>th</sup> Avenue from the owners of the Bonacquisti Tract No. 2 Properties for the remainder of a ‘collector’ street on the east side of the section line, along with enough right-of-way at the intersection of 144<sup>th</sup> Avenue to construct the future signalized intersection. The extent of the required right of way acquisition will depend on the final design of S. 19<sup>th</sup> Avenue as agreed to by the Developer’s team and City staff, but should generally meet the City’s adopted ‘collector’ street cross section.

The Developer shall acquire a sixteen-foot (16’) easement per the City’s current ‘collector’ street cross section on the east side of the eastern most portion of the right-of-way as set forth above for a potential future sidewalk. The sidewalk on the east side is not required to be designed or built at this time, but the easement is necessary to address the potential need for a sidewalk in the future.

Developer shall construct an eight-foot (8’) sidewalk from 144<sup>th</sup> Avenue to Indian Paintbrush Drive for trail connectivity purposes on the west side of S. 19<sup>th</sup> Avenue.

4. Estimated Construction Costs. The Developer shall, at its sole cost and expense, provide for the City’s review and approval, updated and current estimated costs for all engineering, design and construction of all public improvements required for Phase IV, V, and VI and all related public improvements required by the Agreement, to be included in an updated **Exhibit B** to be attached hereto and incorporated herein by reference, prior to the City’s final approval of this Second Amendment, and prior to any permits being issued by the City for Phases VI, V, and/or VI.

5. Phase VI, V, and VI Lots; Homeowner’s Association. The Parties acknowledge that the real property comprising Indigo Trails, including all of Phase IV, V, and VI, is subject to the terms

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Natalie Hoel, City Clerk

Approved as to Form:

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Margaret R. Brubaker, Esq., City Attorney

**EXHIBIT A  
LEGAL DESCRIPTION  
INDIGO TRAILS PHASES IV, V, AND VI**

Phase IV:

Lots 7-9, Block 6;  
Lots 4-9, Block 7;  
Lots 1-5, Block 8;  
Lots 1-18, Block 9;

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And

Tracts J and K,

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado

Phase V:

Lots 18-28, inclusive, Block 9;  
Lots 7-12, inclusive, Block 12;  
Lots 1-14, Block 13;  
Lots 1-6, inclusive, Block 14;  
Lots 1-4, inclusive, 8-11 inclusive, Block 15;  
Lots 1, 8, 9, 10, 11, Block 16;

And

Tract L except that portion of Tract L more particularly described on that Special  
Warranty Deed dated April 25, 2002 and recorded on April 29, 2002 at Reception No.  
CO961748.

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado

Phase VI:

Lots 29-34, Block 9;  
Lots 1-11, Block 10;  
Lots 1-6, Block 11;  
Lots 1-6, Block 12;  
Lots 13-18, Block 12;  
Lots 2-7, Block 16;  
Lots 1-10, Block 17;

And

Tracts M, N, O, P, and Q

Indigo Trails Filing No. 1  
City of Brighton  
County of Adams  
State of Colorado

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**EXHIBIT B**  
**ESTIMATED CONSTRUCTION COSTS**

Note: This is only provided as an estimate and the document will be reviewed again at the time of building permit review and when financial guarantees are necessary. The below pages show figures for the entire remainder of the subdivision and not just the items discussed in the Amendment.

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Indigo Trails  
**Estimate of Development Cost**  
Brighton, Colorado



**Summary**

Prepared For: Phase 6  
Prepared By: Atwell, LLC  
Date : 11/22/2017

Description	Cost
Phase 4	\$2,388,831.64
Phase 5	\$1,675,058.28
Phase 6	\$2,910,393.26
Sub-Total:	\$6,974,283

Notes:



**Indigo Trails  
Phase 4**

**Estimate of Development Cost**

Project:  
Prepared By:

Indigo Trails  
Atwell, LLC

Prepared For: Colorado Homes, LLC  
Date: November 22, 2017

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<b><u>STREET</u></b>					
Mobilization	2	EA	\$10,000.00	\$ 20,000.00	
Subgrade Preparation	10,175	SY	\$2.50	\$ 25,437.50	5' under all hard surface except sidewalks
Curb & Gutter	5,316	LF	\$11.75	\$ 62,463.00	3' mountable curbing
Asphalt	10,175	SY	\$26.40	\$ 268,620.00	6" asphalt depth.
Sidewalk	4,982	LF	\$9.00	\$ 44,838.00	6' wide 6" thick detached sidewalk
Curb Return w/HC Ramp	16	EA	\$2,750.00	\$ 44,000.00	
Crosspan	1918	SF	\$7.75	\$ 14,862.18	8' wide
Mid-Block Handicap Ramp	1	EA	\$1,150.00	\$ 1,150.00	
Adjust Valve Boxes	22	EA	\$185.00	\$ 4,070.00	
Raise Manhole Rims	12	EA	\$435.00	\$ 5,220.00	
<b>Subtotal</b>				<b>\$ 490,660.68</b>	
<b><u>SIGNAGE</u></b>					
Signs	5	EA	\$375.00	\$ 1,875.00	
Stripping	1	LS	\$20,000.00	\$ 20,000.00	
Temporary Barricades	1	EA	\$850.00	\$ 850.00	
Remove Existing Temporary Barricades	3	EA	\$100.00	\$ 300.00	
<b>Subtotal</b>				<b>\$ 23,025.00</b>	
<b><u>WATER IMPROVEMENTS:</u></b>					
8" PVC	3,399	LF	\$28.00	\$ 95,172.00	
8" Cross	1	EA	\$450.00	\$ 450.00	
8" Tees	5	EA	\$385.00	\$ 1,925.00	
8" Bends	11	EA	\$325.00	\$ 3,575.00	
8" Gate Valves	22	EA	\$1,950.00	\$ 42,900.00	
8" plug w/Blowoff	2	EA	\$1,650.00	\$ 3,300.00	
8" Cap	1	EA	\$200.00	\$ 200.00	
Fire Hydrant Assemblies	5	EA	\$3,950.00	\$ 19,750.00	
Remove Plug - Connect to Existing	2	EA	\$950.00	\$ 1,900.00	
Water Services	34	EA	\$940.00	\$ 31,960.00	
Clear Water Testing	3,399	LF	\$1.25	\$ 4,248.75	
<b>Subtotal</b>				<b>\$ 205,380.75</b>	
<b><u>SANITARY SEWER IMPROVEMENTS:</u></b>					
Mobilization	1	EA	\$4,000.00	\$ 4,000.00	
8" PVC	2,596	LF	\$28.00	\$ 72,688.00	
Manholes	15	EA	\$3,200.00	\$ 48,000.00	
Sewer Services	32	EA	\$825.00	\$ 26,400.00	
Connect to Existing	2	EA	\$560.00	\$ 1,120.00	
Air Test	2,596	LF	\$1.25	\$ 3,245.00	
<b>Subtotal</b>				<b>\$ 155,453.00</b>	
<b><u>DRAINAGE AND STORMWATER IMPROVEMENTS:</u></b>					
10' Type R Inlet	1	EA	\$5,850.00	\$ 5,850.00	
Storm Manholes	1	EA	\$2,950.00	\$ 2,950.00	
18" RCP Storm Sewer	322	LF	\$41.00	\$ 13,202.00	
<b>Subtotal</b>				<b>\$ 22,002.00</b>	
<b><u>DRY UTILITY AND SOFT COST</u></b>					
Gas/Tel/Elec	30	LOT	\$4,000.00	\$ 120,000.00	
<b>Subtotal</b>				<b>\$ 120,000.00</b>	

**GRADING & EROSION CONTROL**

Mobilization	1	LS	\$6,000.00	\$	6,000.00	
Earthwork	36,617	CY	\$2.20	\$	80,557.40	includes export to Phase III & overlotting \$
Construction Fence	738	LF	\$2.50	\$	1,845.00	
Silt Fence	2,349	LF	\$2.00	\$	4,698.00	
Seeding & Mulching	16	AC	\$650.00	\$	10,400.00	
Inlet Protection	1	EA	\$140.00	\$	140.00	
Vehicle Tracking Control	2	EA	\$1,300.00	\$	2,600.00	
Rock Socks	128	LF	\$30.00	\$	3,840.00	
Outlet Protection	4	EA	\$500.00	\$	2,000.00	
<b>Subtotal</b>				\$	<b>112,080.40</b>	

**OFF-SITE IMPROVEMENTS (CHAMBERS & E. 144TH AVENUE)**

<b>GRADING</b>						
Earthwork	9,856	CY	\$2.20	\$	21,682.22	Includes Chambers, 144th & ditch along Chambers
Inlet Protection	3	EA	\$140.00	\$	420.00	
<b>Subtotal</b>					<b>22,102.22</b>	

**STREETS****CHAMBERS**

Subgrade Preparation	2,567	SY	\$2.00	\$	5,133.33	
6" Vertical Curb & Gutter	1,100	LF	\$12.00	\$	13,200.00	6" Vertical with two foot pan
24" RCP Storm Sewer	101	LF	\$58.00	\$	5,858.00	
36" RCP Storm Sewer	145	LF	\$70.00	\$	10,150.00	
24" F.E.S.	1	EA	\$1,125.00	\$	1,125.00	
36" F.E.S.	1	EA	\$1,125.00	\$	1,125.00	
Sidewalk	678	LF	\$12.00	\$	8,136.00	6' wide 6" thick detached sidewalk
Full Depth Asphalt	2,427	SY	\$30.00	\$	72,810.00	9" asphalt depth
Manhole Adjustments	3	EA	\$400.00	\$	1,200.00	
16" PVC San. Sewer	791	LF	\$55.00	\$	43,505.00	
Manholes	2	EA	\$1,750.00	\$	3,500.00	
Connect to Existing	1	EA	\$500.00	\$	500.00	
Air Test	791	LF	\$1.25	\$	988.75	
12" PVC Waterline	794	LF	\$40.00	\$	31,760.00	
12" x 8" Tee	1	EA	\$450.00	\$	450.00	
8" Gate Valves	1	EA	\$1,950.00	\$	1,950.00	
12" Gate Valves	3	EA	\$1,950.00	\$	5,850.00	
Fire Hydrant Assemblies	1	EA	\$3,950.00	\$	3,950.00	
12" Plug w/Blow-off	2	EA	\$1,950.00	\$	3,900.00	
Connect to Existing	1	EA	\$1,050.00	\$	1,050.00	
Clear Water Testing	794	LF	\$1.25	\$	992.50	
Signs	15	EA	\$375.00	\$	5,625.00	
Temporary Barricade	2	EA	\$850.00	\$	1,700.00	
R.O.W. Landscaping	34,250	SF	\$3.25	\$	111,312.50	Includes Landscape Architect Fees
Future Traffic Signal @ Chambers & Sable	1	EA	\$275,000.00	\$	137,500.00	Assume arrangement w/Brighton reached to pay half \$
<b>Subtotal</b>					<b>473,271.08</b>	

**E. 144TH AVENUE**

Subgrade Preparation	9,520	SY	\$2.00	\$	19,040.00	Under all hard surface area
6" Vertical Curb & Gutter	2,560	LF	\$12.00	\$	30,720.00	6" Vertical with two foot pan
Full Depth Asphalt	9,520	SY	\$30.00	\$	285,600.00	9" asphalt depth
Manhole Adjustments	7	EA	\$400.00	\$	2,800.00	
Sidewalk	1,006	LF	\$25.00	\$	25,150.00	10' wide 6" thick detached sidewalk
Curb Return	2	EA	\$1,750.00	\$	3,500.00	
12" PVC San. Sewer	2,650	LF	\$40.00	\$	106,000.00	
Manholes	7	EA	\$1,900.00	\$	13,300.00	
Connect to Existing	1	EA	\$560.00	\$	560.00	
Signs	8	EA	\$375.00	\$	3,000.00	
Temporary Barricade	2	EA	\$850.00	\$	1,700.00	
R.O.W. Landscaping	20,480	SF	\$2.75	\$	56,320.00	Includes Landscape Architect Fees
<b>Subtotal</b>					<b>547,690.00</b>	

**PEDESTRIAN TRAIL INDIGO - SUBDIVISION TO BROMLEY COVER**

10' Wide Trail	4,000.00	LF	\$25.00	\$	100,000.00	6" on compacted subgrade
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Subtotal Off-Site Improvements	1,043,063.31
10% Contingency	\$104,306.33
Subtotal On-Site Improvements	\$ 1,128,601.83
10% Contingency	\$112,860.18

Grand Total	<b>\$2,388,831.64</b>
Total Per Lot	<b>\$79,627.72</b>
Total Per Lot (On-Site Only)	<b>\$35,470.34</b>



**Indigo Trails**

**Phase 5**

**Estimate of Development Cost**

Project:  
Prepared By:

Indigo Trails  
Atwell, LLC

Prepared For: Colorado Homes, LLC  
Date: November 22, 2017

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<b><u>STREET</u></b>					
Mobilization	2	EA	\$5,000.00	\$	10,000.00
Subgrade Preparation	10,240	SY	\$2.50	\$	25,600.00 under all hard surface except sidewalks
Curb & Gutter	4,825	LF	\$11.75	\$	56,693.75 3' mountable curbing
Cut & Backfill	4,825	LF	\$2.50	\$	12,062.50
Asphalt	10,240	SY	\$26.40	\$	270,336.00 6" asphalt depth.
Sidewalk	4,730	LF	\$9.00	\$	42,570.00 4' wide 6" thick detached sidewalk
Curb Return w/HC Ramp	6	EA	\$2,750.00	\$	16,500.00
Curb Return	2	EA	\$2,000.00	\$	4,000.00
Crossspan	864	SF	\$7.75	\$	6,696.00 8' wide
Mid-Block Handicap Ramp	2	EA	\$1,150.00	\$	2,300.00
Adjust Valve Boxes	14	EA	\$185.00	\$	2,590.00
Raise Manhole Rims	11	EA	\$435.00	\$	4,785.00
	<b>Subtotal</b>			<b>\$</b>	<b>454,133.25</b>
<b><u>SIGNAGE</u></b>					
Signs	5	EA	\$375.00	\$	1,875.00
Temporary Barricades	2	EA	\$850.00	\$	1,700.00
Remove Existing Temporary Barricades	3	EA	\$100.00	\$	300.00
	<b>Subtotal</b>			<b>\$</b>	<b>3,875.00</b>
<b><u>WATER IMPROVEMENTS:</u></b>					
8" PVC	1,900	LF	\$28.00	\$	53,200.00
8" Tees	1	EA	\$385.00	\$	385.00
8" Bends	0	EA	\$325.00	\$	-
8" Gate Valves	5	EA	\$1,950.00	\$	9,750.00
8" plug w/Blowoff	1	EA	\$1,850.00	\$	1,850.00
8" Cap	1	EA	\$200.00	\$	200.00
12" PVC	680	LF	\$43.00	\$	29,240.00
12" x 8" Cross	1	EA	\$800.00	\$	800.00
12" x 8" Tee	1	EA	\$700.00	\$	700.00
12" Gate Valves	3	EA	\$2,150.00	\$	6,450.00
12" Cap	1	EA	\$250.00	\$	250.00
Fire Hydrant Assemblies	5	EA	\$3,950.00	\$	19,750.00
Remove Plug - Connect to Existing	3	EA	\$950.00	\$	2,850.00
Water Services	47	EA	\$940.00	\$	44,180.00
Clear Water Testing	2,580	LF	\$1.25	\$	3,225.00
	<b>Subtotal</b>			<b>\$</b>	<b>172,630.00</b>
<b><u>SANITARY SEWER IMPROVEMENTS:</u></b>					
Mobilization	1	EA	\$4,000.00	\$	4,000.00
8" PVC	2,560	LF	\$28.00	\$	71,680.00
Manholes	8	EA	\$3,200.00	\$	25,600.00
Sewer Services	47	EA	\$825.00	\$	38,775.00
Connect to Existing	3	EA	\$560.00	\$	1,680.00
Air Test	2,560	LF	\$1.25	\$	3,200.00
	<b>Subtotal</b>			<b>\$</b>	<b>144,935.00</b>
<b><u>DRAINAGE AND STORMWATER IMPROVEMENTS:</u></b>					
5' Type R Inlet	4	EA	\$3,950.00	\$	15,800.00
Storm Manholes	3	EA	\$2,950.00	\$	8,850.00
18" RCP Storm Sewer	112	LF	\$41.00	\$	4,592.00
24" RCP Storm Sewer	675	LF	\$50.00	\$	33,750.00
30" RCP Storm Sewer	63	LF	\$60.00	\$	3,780.00
30" F.E.S.	1	EA	\$1,060.00	\$	1,060.00
36" RCP Storm Sewer	30	LF	\$50.00	\$	1,500.00
36" Tie-In to Existing	1	LS	\$1,250.00	\$	1,250.00
Outlet Structure	1	EA	\$8,500.00	\$	8,500.00
Concrete Trickle Channel	405	LF	\$23.00	\$	9,315.00
	<b>Subtotal</b>			<b>\$</b>	<b>88,397.00</b>

**DRY UTILITY AND SOFT COST**

Coordination	47	LOT	\$100.00	\$	4,700.00	
Gas	47	LOT	\$1,100.00	\$	51,700.00	
Telephone	47	LOT	\$475.00	\$	22,325.00	
Electric	47	LOT	\$2,600.00	\$	122,200.00	
Telephone Reimbursement	47	LOT	-\$475.00	\$	(22,325.00)	
Street Lights	8	EA	\$2,100.00	\$	16,800.00	
Street Crossings	750	LF	\$13.00	\$	9,750.00	
<b>Subtotal</b>				\$	<b>205,150.00</b>	

**GRADING & EROSION CONTROL**

Mobilization	1	LS	\$6,000.00	\$	6,000.00	
Earthwork	105,222	CY	\$2.00	\$	210,444.00	includes overlotting & detention pond \$
Silt Fence	1,650	LF	\$2.00	\$	3,300.00	
Seeding & Mulching	16	AC	\$650.00	\$	10,400.00	
Inlet Protection	4	EA	\$140.00	\$	560.00	
Vehicle Tracking Control	3	EA	\$1,300.00	\$	3,900.00	
Check Dams	90	LF	\$30.00	\$	2,700.00	
Straw Bales	12	EA	\$13.00	\$	156.00	
<b>Subtotal</b>				\$	<b>237,460.00</b>	

**MISCELLANEOUS**

Construction Management	47	LOT	\$1,000.00	\$	47,000.00	
Engineering	47	LOT	\$1,500.00	\$	70,500.00	
Surveying	47	LOT	\$1,100.00	\$	51,700.00	
Geotechnical/Materials Testing	47	LOT	\$1,000.00	\$	47,000.00	
<b>Subtotal</b>					<b>216,200.00</b>	
<b>Subtotal Improvements</b>				\$	<b>1,522,780.25</b>	
<b>10% Contingency</b>					<b>\$152,278.03</b>	

**Grand Total** **\$1,675,058.28**

**Total Per Lot** **\$35,639.54**



**Indigo Trails  
Phase 6  
Estimate of Development Cost**

Project:  
Prepared By:

Indigo Trails  
Atwell, LLC

Prepared For: Colorado Homes, LLC  
Date: November 22, 2017

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<b><u>STREET</u></b>					
Mobilization	2	EA	\$5,000.00	\$ 10,000.00	
Subgrade Preparation	14,880	SY	\$2.50	\$ 37,200.00	under all hard surface except sidewalks
Curb & Gutter	7,550	LF	\$11.75	\$ 88,712.50	3' mountable curbing
Cut & Backfill	7,550	LF	\$2.50	\$ 18,875.00	
Asphalt	14,880	SY	\$26.40	\$ 392,832.00	6" asphalt depth.
Sidewalk	7,425	LF	\$9.00	\$ 66,825.00	4' wide 6" thick detached sidewalk
Pedestrian ramps	8	EA	\$1,150.00	\$ 9,200.00	
Crosspan	1,152	SF	\$7.75	\$ 8,928.00	8' wide
Adjust Valve Boxes	23	EA	\$185.00	\$ 4,255.00	
Raise Manhole Rims	13	EA	\$435.00	\$ 5,655.00	
<b>Subtotal</b>				<b>\$ 642,482.50</b>	
<b><u>SIGNAGE</u></b>					
Signs	9	EA	\$375.00	\$ 3,375.00	
Remove Existing Temporary Barricades	4	EA	\$100.00	\$ 400.00	
Traffic Control	6	EA	\$300.00	\$ 1,800.00	
<b>Subtotal</b>				<b>\$ 5,575.00</b>	
<b><u>WATER IMPROVEMENTS:</u></b>					
12" PVC	800	LF	\$43.00	\$ 34,400.00	
12" x 8" Tees	2	EA	\$700.00	\$ 1,400.00	
12" Gate Valves	3	EA	\$2,150.00	\$ 6,450.00	
8" PVC	3,171	LF	\$28.00	\$ 88,788.00	
8" Tees	2	EA	\$385.00	\$ 770.00	
8" Bends	6	EA	\$325.00	\$ 1,950.00	
8" Gate Valves	8	EA	\$1,950.00	\$ 15,600.00	
8" plug w/Blowoff	1	EA	\$1,650.00	\$ 1,650.00	
Fire Hydrant Assemblies	6	EA	\$3,950.00	\$ 23,700.00	
Remove Plug - Connect to Existing	3	EA	\$950.00	\$ 2,850.00	
Water Services	51	EA	\$940.00	\$ 47,940.00	
Clear Water Testing	3,971	LF	\$1.25	\$ 4,963.75	
<b>Subtotal</b>				<b>\$ 230,461.75</b>	
<b><u>SANITARY SEWER IMPROVEMENTS:</u></b>					
Mobilization	1	EA	\$4,000.00	\$ 4,000.00	
8" PVC	3,165	LF	\$28.00	\$ 88,620.00	
Manholes	13	EA	\$3,200.00	\$ 41,600.00	
Sewer Services	51	EA	\$825.00	\$ 42,075.00	
Connect to Existing	3	EA	\$560.00	\$ 1,680.00	
Air Test	3,165	LF	\$1.25	\$ 3,956.25	
<b>Subtotal</b>				<b>\$ 181,931.25</b>	
<b><u>DRY UTILITY AND SOFT COST</u></b>					
Coordination	51	LOT	\$100.00	\$ 5,100.00	
Gas	51	LOT	\$1,100.00	\$ 56,100.00	
Telephone	51	LOT	\$475.00	\$ 24,225.00	
Electric	51	LOT	\$2,600.00	\$ 132,600.00	
Telephone Reimbursement	51	LOT	-\$475.00	(\$ 24,225.00)	
Street Lights	11	EA	\$2,100.00	\$ 23,100.00	
Street Crossings	1,000	LF	\$13.00	\$ 13,000.00	
<b>Subtotal</b>				<b>\$ 229,900.00</b>	
<b><u>GRADING &amp; EROSION CONTROL</u></b>					
Mobilization	1	LS	\$6,000.00	\$ 6,000.00	
Earthwork	50,000	CY	\$2.20	\$ 110,000.00	
Silt Fence	4,360	LF	\$2.00	\$ 8,720.00	
Seeding & Mulching	30	AC	\$650.00	\$ 19,500.00	
Inlet Protection	9	EA	\$140.00	\$ 1,260.00	
Vehicle Tracking Control	1	EA	\$1,300.00	\$ 1,300.00	
Straw Bales	12	EA	\$13.00	\$ 156.00	
<b>Subtotal</b>				<b>\$ 146,936.00</b>	
<b><u>MISCELLANEOUS</u></b>					
Construction Management	51	LOT	\$1,000.00	\$ 51,000.00	
Engineering	51	LOT	\$1,500.00	\$ 76,500.00	
Surveying	51	LOT	\$1,100.00	\$ 56,100.00	
Geotechnical/Materials Testing	51	LOT	\$1,000.00	\$ 51,000.00	
<b>Subtotal</b>				<b>\$ 234,600.00</b>	

**OFF-SITE IMPROVEMENTS (S. 19TH AVENUE)**

**STREETS**

**S. 19th Avenue - 1/2 Section from Indian Paintbrush to Bellflower**

Subgrade Preparation	2,500	SY	\$5.00	\$	12,500.00	Under all hard surface area
6" Vertical Curb & Gutter	1,250	LF	\$12.75	\$	15,937.50	6" Vertical with two foot pan
5' Type R Inlet	1	EA	\$3,950.00	\$	3,950.00	Assume 1 low spot along this street
18" RCP Storm Sewer	60	LF	\$41.00	\$	2,460.00	From Inlet to ditch
18" FES	1	EA	\$900.00	\$	900.00	
36" RCP Storm Sewer	120	LF	\$50.00	\$	6,000.00	Under Bellflower, for ditch
36" F.E.S.	2	EA	\$1,000.00	\$	2,000.00	
Outlet Riprap	3	CY	\$65.00	\$	195.00	Type M Riprap
12" PVC Waterline	1,225	LF	\$43.00	\$	52,675.00	
12" Gate Valves	3	EA	\$2,150.00	\$	6,450.00	
12" Bends	1	EA	\$425.00	\$	425.00	
Full Depth Asphalt	2,500	SY	\$39.60	\$	99,000.00	9" asphalt depth
Pedestrian Ramps	1	EA	\$1,750.00	\$	1,750.00	
10' Trail	1,225	LF	\$25.00	\$	30,625.00	10' wide 6" thick detached concrete trail
<b>Subtotal</b>					<b>234,867.50</b>	

**S. 19th Avenue - Full Section from Bellflower to E. 144th Avenue**

Subgrade Preparation	5,478	SY	\$5.00	\$	27,390.00	Under all hard surface area
6" Vertical Curb & Gutter	2,850	LF	\$12.75	\$	36,337.50	6" Vertical with two foot pan
5' Type R Inlet	2	EA	\$3,950.00	\$	7,900.00	
18" RCP Storm Sewer	120	LF	\$41.00	\$	4,920.00	From Inlet to ditch
18" FES	1	EA	\$900.00	\$	900.00	
36" RCP Storm Sewer	94	LF	\$50.00	\$	4,700.00	Under E. 144th Ave., for ditch
36" F.E.S.	1	EA	\$1,000.00	\$	1,000.00	
Outlet Riprap	3	CY	\$65.00	\$	195.00	Type M Riprap
12" PVC Waterline	1,721	LF	\$43.00	\$	74,003.00	
12" Gate Valves	3	EA	\$2,150.00	\$	6,450.00	
12" x 12" Tee	1	EA	\$650.00	\$	650.00	
12" x 8" Tee	2	EA	\$485.00	\$	970.00	
12" Bends	1	EA	\$425.00	\$	425.00	
12" Cap	1	EA	\$250.00	\$	250.00	
Connect to Existing	3	EA	\$1,050.00	\$	3,150.00	
Clear Water Testing	1,721	LF	\$1.25	\$	2,151.25	
Full Depth Asphalt	5,478	SY	\$39.60	\$	216,928.80	9" asphalt depth
Pedestrian Ramps	2	EA	\$1,750.00	\$	3,500.00	
Concrete Trail	1,425	LF	\$40.00	\$	57,000.00	Incl. both the 10' & 6' wide, 6" thick detached trail
<b>Subtotal</b>					<b>448,820.55</b>	

**SIGNAGE & R.O.W. LANDSCAPING**

Signs	6	EA	\$375.00	\$	2,250.00	
Temporary Barricade	1	EA	\$850.00	\$	850.00	
R.O.W. Landscaping	88,350	SF	\$3.25	\$	287,137.50	Includes Landscape Architect Fees
<b>Subtotal</b>					<b>290,237.50</b>	

Subtotal Off-Site Improvements					973,925.55
10% Contingency					\$97,392.56
Subtotal On-Site Improvements				\$	1,671,886.50
10% Contingency					\$167,188.65

<b>Grand Total</b>					<b>\$2,910,393.26</b>
<b>Total Per Lot</b>					<b>\$57,066.53</b>
<b>Total Per Lot (On-Site Only)</b>					<b>\$36,060.30</b>