

THIRD (3rd) AMENDMENT TO THE BRIGHTON CROSSING FILING NO. 3 DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT (the “3rd Amendment”) is made and entered into this _____day of _____, 2019 by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (hereinafter called the “City”), and S3L HOLDINGS, LLC, a Colorado limited liability company (herein referred to as “Developer” or S3L), and South Beebe Draw Metropolitan District; and

WHEREAS, on December 16, 2003, CARMA Colorado, Inc., a Colorado corporation, BPK Commercial, LLC, a Colorado limited liability company, South Beebe Draw Metropolitan District, and the Brighton Crossing Metropolitan District #4 entered into a Development Agreement (the “Agreement”) for the Development, which was approved by City Council Resolution No. 03-158; and

WHEREAS, on May 7th, 2013, S3L, South Beebe Draw Metropolitan District, and the Brighton Crossing Metropolitan District #4 entered into the First (1st) Amendment to the Development Agreement (the “1st Amendment”) for Brighton Crossing Filing No. 3 (the “Development”), which was approved by City Council Resolution No. 2013-40; and

WHEREAS, on August 25, 2014, S3L, 70 Ranch LLC, a Colorado limited liability company, Brookfield Residential LLC, a Nevada limited liability company authorized to conduct business in the State of Colorado, South Beebe Draw Metropolitan District and the Brighton Crossing Metropolitan District No. 4 entered into the Second (2nd) Amendment of the Development Agreement (“2nd Amendment”) for Brighton Crossing, Filing No. 3 which was approved by City Council Resolution No. 2014-77, and by its terms replaced in its entirety the 1st Amendment; and

WHEREAS, Lots 1-6 of Block 17 and Lot 1 of Block 18 of the Development are currently owned by S3L and were platted with the Brighton Crossing, Filing 3 Subdivision, approved on November 4, 2003; and

WHEREAS, Section 17-40-250 of the Subdivision Regulations of the City’s *Municipal Code, Article 17: Land Use and Development Code* allows for plat amendments to be submitted to the City for review and approval; and

WHEREAS, the Developer has submitted a revised Phasing Plan and revised Schedule of Public Improvements for Brighton Crossing, Filing 3, 7th Amendment, Lots 1-8 of Block 17 and Lot 1 of Block 18 of the Development; and

WHEREAS, the Developer and the City are entering into this 3rd Amendment to the Brighton Crossing Filing #3 Development Agreement to set forth their understandings and agreements regarding the improvements associated with the development of Lots 1-8, Block 17, and Lot 1 of Block 18 of the Development; and

WHEREAS, the Developer, S3L Holdings, LLC, has provided the City with a copy of the executed reimbursement agreement for the improvements to N. 50th Avenue and E. Bridge Street that are completed per the terms of the 2nd Amendment.

NOW, THEREFORE, in consideration of the foregoing, the Developer hereto promises, covenants, and agrees to the following amendments:

- A. This 3rd Amendment hereby amends the original Agreement and the 2nd Amendment as specifically set forth herein.
- B. The plat amendment titled, “Brighton Crossing Filing No. 3, 7th Amendment”, is attached hereto as Exhibit A and incorporated herein by this reference.
- C. The revised Phasing Plan (Phases I and II) for Blocks 17, Lots 1-8 and Block 18, Lot 1 is attached hereto as Exhibit B and incorporated herein by this reference.
- D. The Schedule of Improvements attached to the 2nd Amendment as Exhibit B-1-1 and Exhibit B-1-2 is hereby amended for Phase I and Phase II of the Development as set forth in Exhibit B-1-3a, Exhibit B-1-3b, Exhibit B-1-4a and Exhibit B-1-4b, attached hereto and incorporated herein by this reference.
- E. Lots 1-8, Block 17 and Lot 1, Block 18 will be subject to Master Plan Basin 495 in the Phase Area Master Plan for Bromley Park, Filing 102, the updated South Beebe Draw Master Drainage Plan. All drainage improvements needed for Phases I and II must be designed and constructed prior to issuance of first building permit in Phase I.
- F. In Phase I, prior to the City’s approval of the first Certificate of Occupancy associated with Block 17, Lots 2-8 and/or Block 18, Lot 1, Developer shall design and fully construct at least two access points, one access point which shall provide for movement both in and out of the subdivision, and includes enhanced pedestrian accesses from 50th and Bridge Street and associated utilities for the lot, including the portion of Tract JJ adjacent to the lot. Prior to the approval of the first building permit within Phase I, developer shall submit to the City documentation evidencing the establishment and funding of an escrow account for all public and private improvements with Developer’s title company, which escrow funds will be utilized for completion of the public infrastructure and private infrastructure within Phase I.
- G. In Phase I, prior to the City’s approval of the second Certificate of Occupancy associated with Block 17, Lots 2-8 and/or Block 18, Lot 1, Developer shall design and construct the following improvements in accordance with the City-approved Civil Plans:

- a. The private accesses for all lots in Block 17 and 18, designated as Tract JJ on the Brighton Crossing Filing No. 3, 7th Amendment Plat as well as all utilities, including water and sewer, located within said Tract.
 - b. All access points, including driveways and walkways to North 50th Avenue and E. Bridge Street adjacent to Tract JJ.
 - c. A ten foot (10') wide trail along the east side of Mt. Bierstadt Street from Bridge Street, north along Lots 1 and 2, Block 17, to the northern boundary of the Property.
 - d. All Phase I improvements must be completed prior to the issuance of the second Certificate of Occupancy in Phase I for another lot's principal building, including the construction of Mt. Bierstadt Street and Bowie Drive to full width in accordance with City-approved Civil Plans and obtain all necessary rights of way associated therewith.
- H. In Phase II, Developer shall design and construct Mt. Bierstadt Street and Bowie Drive to full width in accordance with the City-approved Civil Plans and obtain all necessary rights of way associated therewith to wit:
- a. Prior to the approval of the first building permit within Phase II, developer shall submit to the City documentation evidencing the establishment and funding of an escrow account for all public and private improvements with Developer's title company, which escrow funds will be utilized for completion of the public infrastructure and private infrastructure within Phase II.
 - b. Prior to the approval of the first building permit on Lot 1, Block 17, the full width of Bowie Drive must be installed and accepted along with all associated public and private improvements.
 - c. Prior to the approval of the first Certificate of Occupancy for Lot 1, Block 17, the full width of Mt. Bierstadt Street and all associated public and private improvements must be installed and accepted by the City.
- I. Prior to the issuance of the first building permit, the City shall collect escrow from the Developer the amount equal to the Developer's pro-rata share of 15% of the cost to construct the signal at Mt. Bierstadt Street and E. Bridge Street. Upon traffic volume warrants being met, Developer shall design and construct the associated traffic signal at Mt. Bierstadt Street and Bridge Street. Upon completion and acceptance of the traffic signal, the Developer may seek reimbursement from traffic impact fees collected by the City up to the total cost of the signal less the Developer's pro-rata share.
- J. Prior to the issuance of the first building permit, the City shall collect escrow from the Developer the amount equal to the Developer's pro-rata share of 35% of the cost to construct the signal at 50th Avenue and Bowie Drive, connecting to Brighton Crossing, Filing 2, Block 2.
- K. In Phase II, the Developer shall design and construct a six foot (6') detached sidewalk around the perimeter of Lot 1, Block 17, connecting to the ten foot (10')

trail constructed by Developer in Phase I, prior to, and as a condition precedent to the City's issuance of of the first Certificate of Occupancy associated with Lot 1, Block 17.

- L. All other terms and provisions of the initial Development Agreement and 2nd Amendment for Brighton Crossing Filing No. 3 not specifically amended herein are hereby ratified and shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have executed this Amendment the day and year written above.

CITY OF BRIGHTON, COLORADO

Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Jack D. Bajorek, City Attorney

DEVELOPER:

S3L Holdings, LLC, a Colorado Limited Liability Company

By: _____

Print Name & Title: _____

METROPOLITAN DISTRICT:

South Beebe Draw

By: _____

Print Name & Title: _____

BRIGHTON CROSSING FILING NO. 3, 7th AMENDMENT

PLAT AMENDMENT
 BEING A REPLAT OF LOTS 1 THROUGH 6, BLOCK 17, LOT 1, BLOCK 18,
 BRIGHTON CROSSING FILING NO. 3
 IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH,
 RANGE 66 WEST OF THE 6TH P.M.,
 CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

PROPERTY DESCRIPTION

LOTS 1 THROUGH 6, BRIGHTON CROSSING FILING NO. 3
 COUNTY OF ADAMS, STATE OF COLORADO
 AND
 LOT 1, BLOCK 18, BRIGHTON CROSSING FILING NO. 1
 COUNTY OF ADAMS, STATE OF COLORADO

PLAT NOTES

1. BASE OF RECORD: ALL RECORDS ARE GRAD BEARINGS OF THE COLORADO STATE COORDINATE SYSTEM NORTH BEAR NORTH BEARING FOOT INDICATED AS SHOWN.
2. ALL AREA MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
3. PROPERTY ACQUISITION BEING PROVIDED BY CLAIM AND PREPARED BY CLAIM BEARING NATIONAL TITLE INSURANCE COMPANY. ORDER NUMBER REC 7555757, WITH AN EFFECTIVE DATE OF AUGUST 27, 2017 AT 5:03 P.M.
4. PER THE FINAL FLOOD HAZARD RATE MAPS (FIRM) AND FLOOD ZONING MAPS (FIRM) PROVIDED DATE OF MARCH 1, 2018. THE FLOOD HAZARD RATE MAPS (FIRM) AND FLOOD ZONING MAPS (FIRM) SHOW THE PROPERTY IS IN A FLOOD HAZARD AREA. THIS STATEMENT IS APPLICABLE TO THE DATE OF THE SURVEY RECORDS AND FLOOD STUDY REPORT INFORMATION IS PROVIDED.
5. LAST DATE OF FIELD INSPECTION WAS ON DECEMBER 11, 2018.
6. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO REFERENCE, EXCLUSIONS, CONDITIONS, DEDICATIONS, TERMS OR AS TO THE RIGHT TO GRANT THE SAME.
7. NOTICE ACCORDING TO COLORADO LAW YOU MAY COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-303(4).
8. THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT OR VERIFY THE DESCRIPTION SHOWN. VERIFY THE COMPLETENESS OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS ON NEAREST EASEMENTS OF RECORD FOR ALL INFORMATION REGARDING EASEMENTS RIGHT OF WAY OR TITLE. THE PROPERTY IS SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, INTERESTS, RIGHTS, CLAIMS, AND LIENS THAT MAY BE AFFECTED BY THIS SURVEY. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE VALIDITY OF ANY EASEMENTS, ENCUMBRANCES, INTERESTS, RIGHTS, CLAIMS, AND LIENS THAT MAY BE AFFECTED BY THIS SURVEY. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE VALIDITY OF ANY EASEMENTS, ENCUMBRANCES, INTERESTS, RIGHTS, CLAIMS, AND LIENS THAT MAY BE AFFECTED BY THIS SURVEY.
9. TRACT 2 IS A REPRESENTATIVE AND UTILITY EASEMENT FOR PUBLIC UTILITIES, PUBLIC WORKS AND SWAMPY WATERS UNDER A S.A.C.
10. ALL EASEMENT FACILITIES REPRESENTED TO BE IN A PUBLIC EASEMENT ON THIS PLAT ARE HEREBY DEDICATED TO THE SOUTH BREEZE DRAMA THEATROPOLEAN DISTRICT.
11. THE BOUNDARY FROM TOWN CENTER COMMERCIAL, A MULTI-FAMILY RESIDENT, TOWNHOUSE & GARAGES, AS WELL AS DEDICATED FROM TIME TO TIME SHALL GOVERN ALL INTERIOR, AND NON-INTERIOR, DEDICATION ON THE LOTS.

LAND USE SUMMARY

BRIGHTON CROSSING FILING NO. 3			
TRACT	AREA	GENERAL USE	MAINTENANCE
23	59,734	ENCL	ENCL
TOTAL	59,734	1.37	6.36%
STREET RIGHT OF WAY FULL PUBLIC ROADWAYS			
RIGHT OF WAY	AREA	AREA ALIGNS	
INTERNAL ROADWAY RIGHT OF WAY	39,847	3.91	4.24%
LOTS			
LOTS 1 & BLOCK 18	771,214	8	
LOT 1, BLOCK 18	68,881	1	
TOTAL	840,255	9	89.44%
TOTAL AREA	900,000	21.58	100.00%

LINE TABLE

LINE	LENGTH	BEARING
01	17.00	S75°10'W
02	16.00	S80°00'W
03	16.00	S75°10'W
04	16.00	S80°00'W
05	16.00	S75°10'W
06	16.00	S80°00'W
07	16.00	S75°10'W
08	16.00	S80°00'W
09	16.00	S75°10'W
10	16.00	S80°00'W
11	16.00	S75°10'W
12	16.00	S80°00'W

CURVE TABLE

CURVE	ADIUS	LENGTH	DELTA	BEARING	CHORD
01	16.00	16.00	90.00	S45°00'W	16.00
02	16.00	16.00	90.00	S45°00'W	16.00
03	16.00	16.00	90.00	S45°00'W	16.00
04	16.00	16.00	90.00	S45°00'W	16.00
05	16.00	16.00	90.00	S45°00'W	16.00
06	16.00	16.00	90.00	S45°00'W	16.00
07	16.00	16.00	90.00	S45°00'W	16.00
08	16.00	16.00	90.00	S45°00'W	16.00
09	16.00	16.00	90.00	S45°00'W	16.00
10	16.00	16.00	90.00	S45°00'W	16.00
11	16.00	16.00	90.00	S45°00'W	16.00
12	16.00	16.00	90.00	S45°00'W	16.00

FILE NO. _____
 MAP NO. _____
 RECEPTION NO. _____

DATE ISSUED BY
 1. 2018, CITY CENTER, INC.
 2. 2018, ADAMS COUNTY, CO.
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PLAT AMENDMENT
BRIGHTON CROSSING
FILING NO. 3,
7TH AMENDMENT

CITY OF BRIGHTON
 COUNTY OF ADAMS
 STATE OF COLORADO



EXHIBIT B: Phasing Plan

EXHIBIT B-1-3a: Schedule of Improvements Phase 1-Private

Schedule of Improvements: Opinion of Probable Cost (Phase 1) - Private Work

1	Item Description	Unit	Qty	Unit Price	Extension
2	Private Work Site Improvements				
3	Road Improvements				
4	Full-Depth Asphalt (Roads A, B & C - Assumed 8")	SY	6,130	\$35.00	\$214,550.00
5	6" Curb & Gutter (Roads A, B & C - 1' Pan)	LF	3,710	\$20.00	\$74,200.00
6	8' Wide Concrete Crosspan (Onsite)	SF	1,500	\$10.00	\$15,000.00
7	Moisture Treated Subgrade Preparation (Assumed 12")	SY	6,910	\$4.00	\$27,640.00
8	Curb Ramps (6' Wide, Onsite)	EA	3	\$1,800.00	\$5,400.00
9	Detached Sidewalk (Roads A, B & C)	SF	10,180	\$6.00	\$61,080.00
10					
					ROAD IMPROVEMENTS SUBTOTAL
					\$397,870.00
11	Grading & Erosion Control (Already Completed)				
12	Clear and Grub Site (Private Work Areas Only)	AC	21	\$1,000.00	\$21,000.00
13	Onsite Earthwork (Cut to Fill)	CY	670	\$3.00	\$2,010.00
14	Offsite Earthwork (Import from Regional Pond)	CY	12,000	\$3.00	\$36,000.00
15	Offsite Earthwork (Import - Additional)	CY	135,000	\$6.00	\$810,000.00
16	Erosion Control (Private Work Areas Only)	AC	21	\$3,500.00	\$73,500.00
17	Seed & Mulch Site (Private Work Areas Only)	AC	21	\$1,200.00	\$25,200.00
18					
					GRADING & EROSION CONTROL (ALREADY COMPLETED) SUBTOTAL
					\$967,710.00
19	Signage & Striping				
20	Onsite (Roads A, B & C - Private Drives)				
21	4" Solid Double Yellow Lane Striping	LF	410	\$5.00	\$2,050.00
22	Crosswalk Striping (2' Wide White Bars)	LF	370	\$18.00	\$6,660.00
23	Directional Arrows & Lane Symbols	EA	2	\$130.00	\$260.00
24	2' Wide White Stop Bars (By Length)	LF	140	\$18.00	\$2,520.00
25	Stop Sign	EA	10	\$350.00	\$3,500.00
26					
					SIGNAGE & STRIPING SUBTOTAL
					\$14,990.00
27	Drainage & Storm Sewer				
28	18" HDPE (Power Pole Area Drain)	LF	110	\$48.00	\$5,280.00
29	24" Square NDS Catch Basin (w/Galv. Steel Grate)	EA	2	\$2,000.00	\$4,000.00
30	18" HDPE Elbow (Power Pole Area Drain Area)	EA	1	\$1,200.00	\$1,200.00
31	18" Stub Plug (w/Above Ground Locate) - Lot Stubs	EA	8	\$350.00	\$2,800.00
32	30" Stub Plug (w/Above Ground Locate) - Lot Stubs	EA	1	\$500.00	\$500.00
33	18" Insert-A-Tee (36" RCP Main Connection)	EA	1	\$1,200.00	\$1,200.00
34					
					DRAINAGE & STORM SEWER SUBTOTAL
					\$14,980.00
35	Sanitary Sewer				
36	6" SDR-35 PVC (Service Stubs)	LF	330	\$45.00	\$14,850.00
37	15" SDR-35 PVC (Future Tie-In Stub, for Brookfield)	LF	15	\$80.00	\$1,200.00
38	6" SDR-35 PVC Wye	EA	6	\$750.00	\$4,500.00
39	8" Stub Plug (w/Above Ground Locate)	EA	9	\$200.00	\$1,800.00
40	15" Stub Plug (w/Above Ground Locate, for Brookfield)	EA	1	\$350.00	\$350.00
41					
					SANITARY SEWER SUBTOTAL
					\$22,700.00
42	Sub-Total - Site Improvements - Private Work				\$1,418,250.00
43	Contingency		5%		\$70,912.50
44	TOTAL PHASE 1 IMPROVEMENTS - PRIVATE WORK				\$1,489,162.50

Exhibit B-1-3b Schedule of Improvements Phase 1-Public

Schedule of Improvements: Opinion of Probable Cost (Phase 1) - Public Work

45	Item Description	Unit	Qty	Unit Price	Extension
46	Public Work Site Improvements				
47	Demolition (Offsite)				
48	Sawcut Existing Asphalt Pavement	LF	540	\$3.00	\$1,620.00
49	Remove Concrete Sidewalk	SF	5330	\$3.00	\$15,990.00
50	Remove Concrete Curb & Gutter	LF	460	\$5.00	\$2,300.00
51	Remove Asphalt Pavement	SY	100	\$25.00	\$2,500.00
52	Remove Crosswalk Striping (2' Wide White Bars)	LF	85	\$5.00	\$425.00
53	Remove Lane Striping	LF	1150	\$4.50	\$5,175.00
54	Remove Striping Symbols	EA	1	\$25.00	\$25.00
55					
				DEMOLITION (OFFSITE) SUBTOTAL	\$28,035.00
56	Road Improvements				
57	Full-Depth Asphalt (Bierstadt & Bowie - Assumed 9")	SY	2,130	\$40.00	\$85,200.00
58	6" Curb & Gutter (Bierstadt & Bowie - 1' Pan)	LF	1,100	\$20.00	\$22,000.00
59	8' Wide Concrete Crossspan (Offsite)	SF	2,880	\$10.00	\$28,800.00
60	Moisture Treated Subgrade Preparation (Assumed 12")	SY	2,890	\$4.00	\$11,560.00
61	Curb Ramps (6' Wide, Onsite)	EA	7	\$1,800.00	\$12,600.00
62	Curb Ramps (6' Wide, Offsite)	EA	2	\$1,800.00	\$3,600.00
63	Curb Ramps (10' Wide, Onsite)	EA	2	\$2,500.00	\$5,000.00
64	Curb Ramps (10' Wide, Offsite)	EA	10	\$2,500.00	\$25,000.00
65	Detached Sidewalk (Bierstadt & Bowie)	SF	3,430	\$6.00	\$20,580.00
66	10' Detached Trail/Sidewalk (Offsite Replacement)	SF	2,410	\$8.00	\$19,280.00
67	10' Detached Trail/Sidewalk (East Side Mt. Bierstadt)	SF	7,830	\$8.00	\$62,640.00
68	Intersection Curb Ramp Concrete Median Cap	SF	230	\$5.00	\$1,150.00
69					
				ROAD IMPROVEMENTS SUBTOTAL	\$297,410.00
70	Grading & Erosion Control (Already Completed)				
71	Clear and Grub Site (Public Work Areas Only)	AC	2	\$1,000.00	\$2,000.00
72	Erosion Control (Public Work Areas Only)	AC	2	\$3,500.00	\$7,000.00
73	Seed & Mulch Site (Public Work Areas Only)	AC	2	\$1,200.00	\$2,400.00
74					
				GRADING & EROSION CONTROL (ALREADY COMPLETED) SUBTOTAL	\$11,400.00
75	Signage & Striping				
76	Onsite (Bierstadt & Bowie - Public ROW)				
77	4" Solid White Lane Striping	LF	190	\$3.00	\$570.00
78	4" Solid Double Yellow Lane Striping	LF	360	\$5.00	\$1,800.00
79	Crosswalk Striping (2' Wide White Bars)	LF	270	\$18.00	\$4,860.00
80	Directional Arrows & Lane Symbols	EA	6	\$130.00	\$780.00
81	2' Wide White Stop Bars (By Length)	LF	60	\$18.00	\$1,080.00
82	Stop Sign	EA	2	\$350.00	\$700.00
83					
84	Offsite (Bridge/Bierstadt Intersection)				
85	4" Solid White Lane Striping	LF	530	\$3.00	\$1,590.00
86	Crosswalk Striping (2' Wide White Bars)	LF	70	\$18.00	\$1,260.00
87	Directional Arrows & Lane Symbols	EA	9	\$130.00	\$1,170.00
88	2' Wide White Stop Bars (By Length)	LF	20	\$18.00	\$360.00
89					
				SIGNAGE & STRIPING SUBTOTAL	\$14,170.00

90	Drainage & Storm Sewer (South Beebe Draw - Treated as Public)				
91	18" RCP	LF	280	\$55.00	\$15,400.00
92	24" RCP	LF	550	\$75.00	\$41,250.00
93	30" RCP	LF	880	\$90.00	\$79,200.00
94	36" RCP	LF	780	\$125.00	\$97,500.00
95	48" RCP	LF	530	\$185.00	\$98,050.00
96	54" RCP	LF	230	\$220.00	\$50,600.00
97	66" RCP	LF	80	\$360.00	\$28,800.00
98	4' Dia. Manhole	EA	2	\$3,500.00	\$7,000.00
99	5' Dia. Manhole	EA	5	\$4,500.00	\$22,500.00
100	6' Dia. Manhole	EA	1	\$6,000.00	\$6,000.00
101	7' Dia. Manhole	EA	1	\$9,000.00	\$9,000.00
102	7' Dia. Manhole (Flat Top)	EA	1	\$9,500.00	\$9,500.00
103	8' Dia. Manhole (Flat Top)	EA	3	\$12,500.00	\$37,500.00
104	10' Dia. Manhole (Flat Top)	EA	1	\$27,800.00	\$27,800.00
105	8' Dia. Manhole (Flat Top)	EA	5	\$12,502.00	\$62,510.00
106	5' CDOT Type R Inlet	EA	1	\$5,500.00	\$5,500.00
107	10' CDOT Type R Inlet	EA	2	\$8,500.00	\$17,000.00
108	15' CDOT Type R Inlet	EA	3	\$10,500.00	\$31,500.00
109	Remove Existing 24" RCP Pipe	LF	110	\$28.00	\$3,080.00
110	Remove Existing 24" RCP FES	EA	2	\$750.00	\$1,500.00
111	Connect to Existing CDOT Type R Inlet	EA	2	\$2,500.00	\$5,000.00
112	DRAINAGE & STORM SEWER (SOUTH BEEBE DRAW) SUBTOTAL				\$656,190.00
113	Sanitary Sewer				
114	8" SDR-35 PVC (Mainline)	LF	2,920	\$60.00	\$175,200.00
115	15" SDR-35 PVC (At Tie-In, for Brookfield)	LF	45	\$80.00	\$3,600.00
116	4' Dia. Manhole	EA	11	\$3,500.00	\$38,500.00
117	5' Dia. Manhole	EA	1	\$4,500.00	\$4,500.00
118	Connect to Ex. Manhole	EA	1	\$1,500.00	\$1,500.00
119	SANITARY SEWER SUBTOTAL				\$223,300.00
120	Water				
121	6" C900 PVC Fire Hydrant Laterals	LF	130	\$40.00	\$5,200.00
122	8" C900 PVC	LF	2,260	\$45.00	\$101,700.00
123	8" Gate Valve	EA	16	\$1,800.00	\$28,800.00
124	16" Butterfly Valve	EA	4	\$4,500.00	\$18,000.00
125	Fire Hydrant Assembly (Including valve box, thrust block & fittings)	EA	7	\$6,000.00	\$42,000.00
126	8"x8"x6" Tee w/ T.B. (Fire Hydrants)	EA	7	\$750.00	\$5,250.00
127	8"x8"x8" Tee w/ T.B.	EA	2	\$750.00	\$1,500.00
128	16"x16"x8" Tee w/ T.B. (50th Street Tie-in)	EA	1	\$1,000.00	\$1,000.00
129	16"x16"x8"x8" Cross w/ T.B. (Bridge Street Tie-in)	EA	1	\$1,200.00	\$1,200.00
130	8" 45° Bend w/ T.B.	EA	2	\$700.00	\$1,400.00
131	8" 45° Bend w/ T.B. (Water Lowering)	EA	12	\$700.00	\$8,400.00
132	Connect to Ex. Main in Public Road	EA	2	\$5,500.00	\$11,000.00
133	WATER SUBTOTAL				\$225,450.00
134	Sub-Total - Site Improvements - Public Work				\$1,455,955.00
135	Contingency		5%		\$72,797.75
136	TOTAL PHASE 1 IMPROVEMENTS - PUBLIC WORK				\$1,528,752.75
137	TOTAL PHASE 1 IMPROVEMENTS - PRIVATE & PUBLIC WORK				\$3,017,915.25

EXHIBIT B-1-4a: Schedule of Improvements Phase 2: Private

Schedule of Improvements: Opinion of Probable Cost (Phase 2) - Private Work

1	Item Description	Unit	Qty	Unit Price	Extension
2	Private Work Site Improvements				
3	Road Improvements				
4	Detached Sidewalk (East and South Bounds Lot 1)	SF	7,330	\$6.00	\$43,980.00
5	Retaining Wall (MSU Segmental Gravity Wall)	SF	160	\$50.00	\$8,000.00
6	Guardrail Material & Delivery (Gibraltar TL-4)	LS	1	\$11,300.00	\$11,300.00
7	Guardrail Installation (Assumed 25% of Material Cost)	LS	1	\$3,000.00	\$3,000.00
8	CDOT Type III Temporary Barricade (25' Long)	EA	1	\$2,000.00	\$2,000.00
9	ROAD IMPROVEMENTS SUBTOTAL				\$68,280.00
10	Water				
11	8" C900 PVC (Lot 1, Block 17 - Service Loop Stubs)	LF	50	\$45.00	\$2,250.00
12	8"x8"x8" Tee w/ T.B.	EA	2	\$750.00	\$1,500.00
13	WATER SUBTOTAL				\$3,750.00
14	Sub-Total - Site Improvements - Private Work				\$72,030.00
15	Contingency		5%		\$3,601.50
16	TOTAL PHASE 2 IMPROVEMENTS - PRIVATE WORK				\$75,631.50

EXHIBIT B-1-4b: Schedule of Improvements Phase 2: Public

Schedule of Improvements: Opinion of Probable Cost (Phase 2) - Public Work

17	Item Description	Unit	Qty	Unit Price	Extension
18	Public Work Site Improvements				
19	Road Improvements				
20	Full-Depth Asphalt (Bierstadt & Bowie - Assumed 9")	SY	4,540	\$40.00	\$181,600.00
21	6" Curb & Gutter (Bierstadt & Bowie - 1' Pan)	LF	2,600	\$20.00	\$52,000.00
22	8' Wide Concrete Crosspan (Onsite)	SF	750	\$10.00	\$7,500.00
23	Moisture Treated Subgrade Preparation (Assumed 12")	SY	5,060	\$4.00	\$20,240.00
24	Curb Ramps (10' Wide, Onsite)	EA	2	\$2,500.00	\$5,000.00
25	Detached Sidewalk (North Bounds Lot 1)	SF	3,670	\$6.00	\$22,020.00
26	ROAD IMPROVEMENTS SUBTOTAL				\$288,360.00
27	Signage & Striping				
28	Onsite (Bierstadt & Bowie - Public ROW)				
29	4" Solid Double Yellow Lane Striping	LF	230	\$5.00	\$1,150.00
30	2' Wide White Stop Bars (By Length)	LF	30	\$18.00	\$540.00
31	Stop Sign	EA	2	\$350.00	\$700.00
32					
33	Offsite (Bridge/Bierstadt Intersection) - With Signal				
34	Crosswalk Striping (2' Wide White Bars)	LF	430	\$18.00	\$7,740.00
35	2' Wide White Stop Bars (By Length)	LF	120	\$18.00	\$2,160.00
36	SIGNAGE & STRIPING SUBTOTAL				\$12,290.00
37	Traffic Signal				
38	Traffic Signal - Bridge/Bierstadt Intersection (Offsite)	LS	1	\$300,000.00	\$300,000.00
39	TRAFFIC SIGNAL SUBTOTAL				\$300,000.00
40	Drainage & Storm Sewer (South Beebe Draw - Treated as Public)				
41	36" RCP (Future Tie-in Extension, for Brookfield)	LF	520	\$125.00	\$65,000.00
42	5' Dia. Manhole (Future Tie-in Extension, for Brookfield)	EA	1	\$4,500.00	\$4,500.00
43	36" Stub Plug (w/Above Ground Locate)	EA	1	\$600.00	\$600.00
44	Connect to Existing 8' Manhole	EA	1	\$2,500.00	\$2,500.00
45	DRAINAGE & STORM SEWER (SOUTH BEEBE DRAW) SUBTOTAL				\$72,600.00
46	Sanitary Sewer				
47	8" SDR-35 PVC (Future Tie-In Extension, for Brookfield)	LF	450	\$60.00	\$27,000.00
48	4' Dia. Drop Manhole (For Brookfield)	EA	1	\$4,000.00	\$4,000.00
49	8" Stub Plug (w/Above Ground Locate, for Brookfield)	EA	1	\$200.00	\$200.00
50	Connect to Ex. 4' Dia. Manhole (For Brookfield)	EA	1	\$1,500.00	\$1,500.00
51	SANITARY SEWER SUBTOTAL				\$32,700.00

52	Water						
53	6" C900 PVC Fire Hydrant Laterals		LF	60	\$40.00	\$2,400.00	
54	8" C900 PVC		LF	1,260	\$45.00	\$56,700.00	
55	8" C900 PVC (Future Extension Stub to Brookfield)		LF	65	\$45.00	\$2,925.00	
56	8" Gate Valve		EA	10	\$1,800.00	\$18,000.00	
57	Fire Hydrant Assembly (Including valve box, thrust block & fittings)		EA	3	\$6,000.00	\$18,000.00	
58	8"x8"x6" Tee w/ T.B. (Fire Hydrants)		EA	3	\$750.00	\$2,250.00	
59	8"x8"x8" Tee w/ T.B.		EA	1	\$750.00	\$750.00	
60	8" 45" Bend w/ T.B. (Water Lowering)		EA	6	\$700.00	\$4,200.00	
61	Temp. Blow-Off for Stubs (Lot 1, Block 17)		EA	2	\$2,500.00	\$5,000.00	
62	Temp. Blow-Off for Stub (Brookfield Extension)		EA	1	\$2,500.00	\$2,500.00	
63	Connect to Ex. 8" Main Stub		EA	2	\$2,000.00	\$4,000.00	
64					WATER SUBTOTAL	\$116,725.00	
65	Sub-Total - Site Improvements - Public Work						\$822,675.00
66	Contingency			5%		\$41,133.75	
67	TOTAL PHASE 2 IMPROVEMENTS - PUBLIC WORK						\$863,808.75
68	TOTAL PHASE 2 IMPROVEMENTS - PRIVATE & PUBLIC WORK						\$939,440.25