

BRIGHTON CITY COUNCIL RESOLUTION
BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT PLAT AMENDMENT
AND
BRIGHTON CROSSING FILING NO. 2
DEVELOPMENT AGREEMENT, 2ND AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, GRANTING CONDITIONAL APPROVAL OF THE BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT PLAT AMENDMENT AND THE BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT, 2ND AMENDMENT, FOR APPROXIMATELY 66.893 ACRES OF PROPERTY, GENERALLY LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO; SETTING FORTH SAID CONDITIONS OF APPROVAL; AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT AMENDMENT; AND SETTING FORTH OTHER DETAILS RELATED THERETO.

RESOLUTION NO.: 2018-20

WHEREAS, Brookfield Residential, L.L.C., (the “Owner”), owns an approximately 66.893 acres of property in the Brighton Crossing Filing No. 2 Subdivision, generally located east of N. 50th Avenue and immediately south of Baseline Road, and more specifically described in **EXHIBIT A**, attached hereto (the “Property”); and

WHEREAS, J3 Engineering (the “Applicant”), on behalf of the Owner, has requested an application for approval of the Brighton Crossing Filing No. 2, 5th Amendment, attached hereto as **EXHIBIT B** (the “Plat Amendment”); and

WHEREAS, the original Brighton Crossing Filing No. 2 Development Agreement was approved by the City on December 17, 2002, and a subsequent amendment therefore was approved by the City on October 20, 2015; and

WHEREAS, the Plat Amendment necessitates an amendment to the Development Agreement, attached hereto as **EXHIBIT C** (the “Development Agreement Amendment”); and

WHEREAS, the City Council approved an ordinance (Ordinance No. 1180) to annex the Property into the City boundary, on June 4, 1985; and

WHEREAS, the City Council approved an ordinance (Ordinance No. 1245) to zone the Property as Bromley Park PUD, on December 16, 1986; and

WHEREAS, the City Council finds and declares that a Notice of Public Hearing was mailed to all adjacent property owners, consistent with the public notice requirements of the *Land Use and Development Code*; and

WHEREAS, the City Council finds and declares that, although not required by the *Municipal Code*, a Notice of Public Hearing was posted on the Property and published in the *Brighton Standard Blade*, for no less than five (5) days prior to the date of the City Council public hearing; and

WHEREAS, the City Council conducted a public hearing, during its regular meeting, on March 6, 2018, to review and consider the Plat Amendment and Development Agreement Amendment for the Property; and

WHEREAS, the City Council has reviewed the Plat Amendment pursuant to the applicable provisions and criteria set forth in the *Municipal Code*; and

WHEREAS, the City Council finds and declares that the Plat Amendment does comply with the requirements of the Plat Amendment 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.

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

Section 1. That the Brighton Crossing Filing No. 2, 5th Amendment Plat Amendment, attached hereto as **Exhibit B**, and that the Brighton Crossing Filing No. 2 Development Agreement, 2nd Amendment, attached hereto as **Exhibit C**, are hereby approved with the following conditions:

- 1) The Owner/Developer shall address all comments on the application, as specifically set forth in the “Summary Letter of DRC Comments for Review #3” letter sent to the applicant on February 1, 2018, to City Staff’s satisfaction; and
- 2) The Owner/Developer shall enter into a written agreement with the landowner to the east of the Property that sets forth a specific drainage plan for the Property that is satisfactory to both parties, and the City.

Satisfaction of the conditions set forth in paragraphs 1) and 2) above is a condition precedent to the issuance of any building permits by the City for any development on the Property.

Section 2. That the Mayor is authorized to execute the Plat Amendment for the Brighton Crossing Filing No. 2, 5th Amendment and the Brighton Crossing Filing No. 2 Development Agreement, 2nd Amendment, and in furtherance thereof, that the City Manager and/or his designees 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, for and on behalf of the City of Brighton.

RESOLVED, this 6th day of March, 2018.

CITY OF BRIGHTON, COLORADO

Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq., City Attorney

EXHIBIT A
Legal Description

THAT CERTAIN PARCEL OF LAND BEING LOTS 1-12, INCLUSIVE, BLOCK 30, LOTS 1-45, INCLUSIVE, BLOCK 31, LOTS 1-20, INCLUSIVE, BLOCK 32, LOTS 1-14, INCLUSIVE, BLOCK 33, LOTS 1-27, INCLUSIVE, BLOCK 34, LOTS 1-29, INCLUSIVE, BLOCK 35, LOTS 1-28, INCLUSIVE, BLOCK 36, LOTS 1-21, INCLUSIVE, BLOCK 37, TRACTS N, P, Q, R, AND V, ALL OF THE RIGHT-OF-WAY OF WESTON PASS CIRCLE, ARGENTINE PASS CIRCLE, BOREAS PASS COURT, CORDOVA PASS COURT, DOUGLAS PASS COURT, GYPSUM GAP STREET, A PORTION OF NORTH GOLDEN EAGLE PARKWAY AND WATER MILL DRIVE, BRIGHTON CROSSING FILING NO. 2 RECORDED DECEMBER 31, 2002 AT RECEPTION NO. C1074039, AND ALL OF TRACTS V AND P AND A PORTION OF THE RIGHT-OF-WAY OF ROYAL PINE STREET, BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT RECORDED NOVEMBER 10, 2015 AT RECEPTION NO. 2015000094404, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END (NORTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN) BY A 2" ILLEGIBLE ALUMINUM CAP IN RANGE BOX AND AT THE EAST END (SOUTH QUARTER CORNER OF SAID SECTION 35) BY A 3 1/4" ILLEGIBLE ALUMINUM CAP IN RANGE BOX AND ASSUMED TO BEAR NORTH 89°24'33" EAST, A DISTANCE OF 2253.20 FEET.

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT V, BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT V THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 88°47'18" EAST, A DISTANCE OF 251.18 FEET;
- 2) NORTH 89°20'02" EAST, A DISTANCE OF 1,484.03 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT V;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT V AND THE EASTERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 2, SOUTH 00°40'02" EAST, A DISTANCE OF 2875.16 FEET TO THE SOUTHEAST CORNER OF SAID TRACT R, BRIGHTON CROSSING FILING NO. 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT R THE FOLLOWING NINETEEN (19) COURSES:

- 1) SOUTH 89°22'05" WEST, A DISTANCE OF 182.93 FEET;
- 2) NORTH 00°17'17" WEST, A DISTANCE OF 761.18 FEET;
- 3) SOUTH 89°42'43" WEST, A DISTANCE OF 115.10 FEET;
- 4) NORTH 00°17'17" WEST, A DISTANCE OF 12.00 FEET;
- 5) NORTH 89°42'43" EAST, A DISTANCE OF 115.10 FEET;
- 6) NORTH 00°17'17" WEST, A DISTANCE OF 240.00 FEET;
- 7) NORTH 14°18'27" WEST, A DISTANCE OF 112.06 FEET;
- 8) NORTH 49°39'25" WEST, A DISTANCE OF 114.78 FEET;
- 9) SOUTH 89°21'20" WEST, A DISTANCE OF 402.49 FEET;
- 10) SOUTH 89°41'39" WEST, A DISTANCE OF 65.93 FEET;
- 11) SOUTH 80°21'59" WEST, A DISTANCE OF 85.54 FEET;

- 12) SOUTH 58°01'37" WEST, A DISTANCE OF 85.75 FEET;
- 13) SOUTH 38°54'34" EAST, A DISTANCE OF 112.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 168.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 38°54'34" EAST;
- 14) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°59'11", AN ARC LENGTH OF 41.01 FEET;
- 15) NORTH 52°53'45" WEST, A DISTANCE OF 115.57 FEET;
- 16) SOUTH 79°55'53" WEST, A DISTANCE OF 89.59 FEET;
- 17) NORTH 69°07'29" WEST, A DISTANCE OF 65.24 FEET;
- 18) NORTH 31°02'26" WEST, A DISTANCE OF 169.80 FEET;
- 19) NORTH 56°38'30" WEST, A DISTANCE OF 84.62 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID GYPSUM GAP STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 33°21'30" WEST, A DISTANCE OF 94.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 23.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79°51'34", AN ARC LENGTH OF 32.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 392.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'27", AN ARC LENGTH OF 77.82 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID GYPSUM GAP STREET AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 23.00 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°45'59", AN ARC LENGTH OF 35.63 FEET;
- 2) NORTH 33°21'30" EAST, A DISTANCE OF 93.55 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT P, BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT P THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 56°38'30" WEST, A DISTANCE OF 74.24 FEET;
- 2) NORTH 67°43'23" WEST, A DISTANCE OF 77.33 FEET;
- 3) SOUTH 17°56'45" WEST, A DISTANCE OF 118.21 FEET;
- 4) NORTH 66°35'14" WEST, A DISTANCE OF 38.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET;
- 5) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'35", AN ARC LENGTH OF 27.94 FEET TO THE BEGINNING A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°24'29", AN ARC LENGTH OF 25.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 69°31'32" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°41'38", AN ARC LENGTH OF 12.82 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 51.50 FEET TO SAID WESTERLY BOUNDARY OF TRACT P;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°35'26", AN ARC LENGTH OF 62.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
- 2) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°38'50", AN ARC LENGTH OF 44.20 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 223.00 FEET;
- 3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'31", AN ARC LENGTH OF 3.34 FEET;
- 4) NORTH 70°35'28" EAST, A DISTANCE OF 111.33 FEET;
- 5) NORTH 19°24'32" WEST, A DISTANCE OF 225.00 FEET;
- 6) NORTH 11°43'11" WEST, A DISTANCE OF 70.50 FEET;
- 7) NORTH 01°27'20" WEST, A DISTANCE OF 75.01 FEET;
- 8) NORTH 00°39'05" WEST, A DISTANCE OF 321.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROYAL PINE STREET;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 89°20'55" WEST, A DISTANCE OF 78.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILLOW OAK STREET OF SAID BRIGHTON CROSSING FILING NO. 2, BEING THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 33.00 FEET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 51.84 FEET;

THENCE NORTH 00°39'05" WEST, A DISTANCE OF 106.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID ROYAL PINE STREET, BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 33.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 51.84 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°20'55" EAST, A DISTANCE OF 79.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT V, BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING NINE (9) COURSES:

- 1) NORTH 00°39'05" WEST, A DISTANCE OF 259.29 FEET;
- 2) NORTH 14°41'16" WEST, A DISTANCE OF 89.31 FEET;
- 3) NORTH 28°02'40" WEST, A DISTANCE OF 121.99 FEET;
- 4) SOUTH 58°40'56" WEST, A DISTANCE OF 116.73 FEET;
- 5) NORTH 31°19'04" WEST, A DISTANCE OF 68.00 FEET;

- 6) NORTH 58°40'56" EAST, A DISTANCE OF 110.95 FEET;
- 7) NORTH 20°36'57" WEST, A DISTANCE OF 61.44 FEET;
- 8) NORTH 05°45'49" WEST, A DISTANCE OF 65.11 FEET;
- 9) NORTH 00°35'27" WEST, A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 66.893 ACRES, (2,913,854 SQUARE FEET), MORE OR LESS.

SHEET 2 OF 11

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT V, BRIGHAM CROSSING FILING NO. 2, 3RD

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT V THE FOLLOWING TWO (2) COURSES:

- 2) NORTH 89°30'02" EAST, A DISTANCE OF 1,484.03 FEET TO THE EASTERN BOUNDARY OF SAO TRACT V;
THENCE ALONG THE EASTERN BOUNDARY OF SAO TRACT V AND THE EASTERN BOUNDARY OF SAO
BENICE CROSSING PLANS NO. 2, SOUTH 00°00'00" EAST, A DISTANCE OF 287.16 FEET TO THE
SOUTHEAST CORNER OF SAO TRACT R, BROUGHTON CROSSING PLANS NO. 2;
THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAO TRACT R THE FOLLOWING NINETEEN
(19) COURSES:

(19) COURSES:

- 1) SOUTH 89°25' WEST, A DISTANCE OF 182.3 FEET;
- 2) NORTH 00°17' WEST, A DISTANCE OF 76.11 FEET;
- 3) SOUTH 89°42.5' WEST, A DISTANCE OF 12.5 FEET;
- 4) NORTH 00°17' WEST, A DISTANCE OF 11.0 FEET;
- 5) NORTH 89°42.5' EAST, A DISTANCE OF 11.5 FEET;
- 6) NORTH 00°17' WEST, A DISTANCE OF 24.00 FEET;
- 7) NORTH 148°27' WEST, A DISTANCE OF 11.2 FEET;
- 8) NORTH 49°35' WEST, A DISTANCE OF 114.78 FEET;
- 9) SOUTH 89°25' WEST, A DISTANCE OF 402.49 FEET;
- 10) SOUTH 89°42.5' WEST, A DISTANCE OF 16.83 FEET;
- 11) NORTH 00°17' WEST, A DISTANCE OF 12.5 FEET;
- 12) SOUTH 89°42.5' WEST, A DISTANCE OF 80.26 FEET;
- 13) SOUTH 89°42.5' WEST, A DISTANCE OF 11.2 FEET TO THE BEGINNING OF A NON-TANGENT CURVE BEING SOLIDLY PLANNED HAVING A RADIUS OF 16.00 FEET, THE RADIOS POINT OF SUD CURVE BEING SOUTH 35°34' EAST;
- 14) OF 41.81 FEET LONG SUD CURVE HAVING A CENTRAL ANGLE OF 135°07' AN ARC LENGTH
- 15) NORTH 32°34' WEST, A DISTANCE OF 115.5 FEET;
- 16) SOUTH 79°52' WEST, A DISTANCE OF 80.50 FEET;
- 17) NORTH 69°57' WEST, A DISTANCE OF 65.24 FEET;
- 18) SOUTH 31°22' WEST, A DISTANCE OF 16.90 FEET;
- 19) NORTH 56°28' WEST, A DISTANCE OF 84.60 FEET TO THE EASTERN, RIGHT-OF-WAY OF SUD

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 33.57° WEST, A DISTANCE OF 9.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCave EAST, HAVING A RADIUS OF 22.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°51'44", AN ARC LENGTH OF 36.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCave SOUTHWESTERLY, HAVING A RADIUS OF 392.00 FEET;
- THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°12'22", AN ARC LENGTH OF 77.82 FEET TO THE WESTERLY SIGHT-OF-WAY OF SAID OHSIAH GUN STREET AND THE BEGINNING OF A NON-TANGENT CURVE CONCave NORTHERLY, HAVING A RADIUS OF 22.00 FEET;

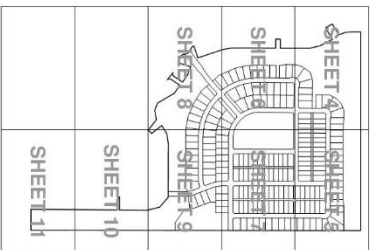
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES

- 1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89.4539°, AN ARC LENGTH OF 35.61 FEET;
 - 2) NORTH 33.21°30" EAST A DISTANCE OF 93.55 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT P, BRIGHTON CROSSING PLING NO. 2, 3RD AMENDMENT;
- THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT P THE FOLLOWING FIVE (5) COURSES:

COURSES:

- [illegible]

THE NORTHEASTERNLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°24'29". AN ARC LENGTH OF 25.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 69°31'32" EAST;



THENCE NORTHEASTLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 144°13" AN ARC LENGTH OF 115.2 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTELY HAVING A RADIUS OF 51.50 FEET TO SAID WESTERLY BOUNDARY OF TRACT P.

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES

- 1) NORTHWESTERLY ALONG SAND CURVE THROUGH A CENTRAL ANGLE OF 69°53'28". AN ARC LENGTH OF 3.54 FEET.
- 2) NORTHWESTERLY ALONG SAND CURVE THROUGH A CENTRAL ANGLE OF 50°38'50". AN ARC LENGTH OF 4.00 FEET TO THE BEGINNING OF A CENTRAL CURVE COMMENCING NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET.
- 3) NORTHWESTERLY ALONG SAND CURVE THROUGH A CENTRAL ANGLE OF 00°51'31". AN ARC LENGTH OF 3.54 FEET.
- 4) NORTH 70°55'28" EAST, A DISTANCE OF 21.53 FEET.
- 5) NORTH 19°24'32" WEST, A DISTANCE OF 55.25 FEET.
- 6) NORTH 11°53'11" WEST, A DISTANCE OF 70.50 FEET.
- 7) NORTH 01°27'20" WEST, A DISTANCE OF 75.00 FEET.

6) NORTH 09 05 WEST, A DISTANCE OF 32.00 FEET TO THE SOUTHERLY HIGH-OF-WATER OF SAID ROYAL PINE STREET;

- [illegible]

79.00 FEET TO THE
2. 3RD AMENDMENT;

- 1) NORTH 07:09:05" WEST, A DISTANCE OF 256.29 FEET;
 - 2) NORTH 14:41:16" WEST, A DISTANCE OF 59.9 FEET;
 - 3) NORTH 28:02:40" WEST, A DISTANCE OF 121.99 FEET;
 - 4) SOUTH 58:40:56" WEST, A DISTANCE OF 16.73 FEET;
 - 5) NORTH 31:09:04" WEST, A DISTANCE OF 68.00 FEET;
 - 6) NORTH 58:40:56" EAST, A DISTANCE OF 110.05 FEET;
 - 7) NORTH 20:36:57" WEST, A DISTANCE OF 61.44 FEET;
 - 8) NORTH 05:45:49" WEST, A DISTANCE OF 65.11 FEET;
 - 9) NORTH 05:25:27" WEST, A DISTANCE OF 67.00 FEET;
- CONTAINING AN AREA OF 66.895 ACRES, (2,013,854 SQUARE FEET), MORE OR LESS.

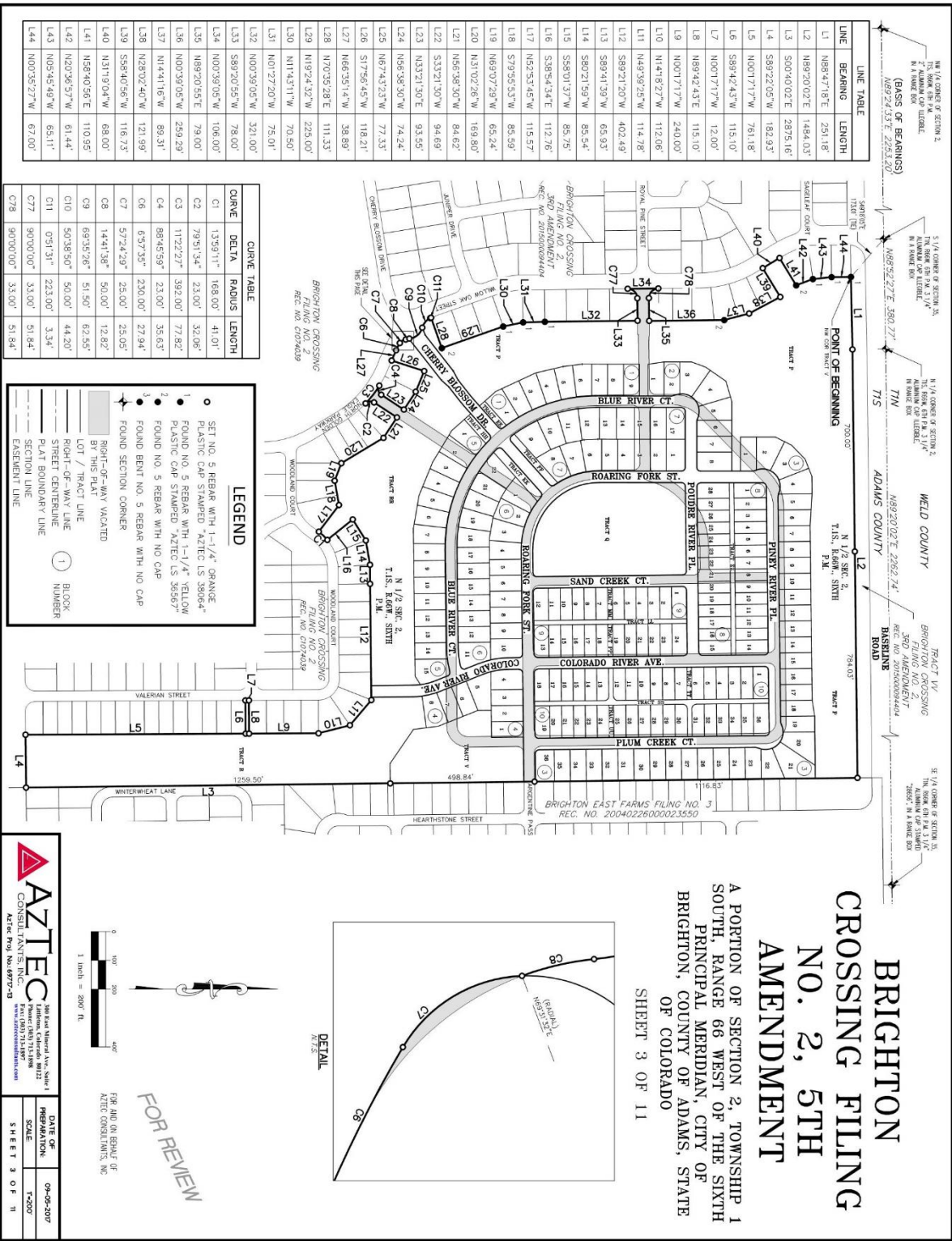
TRACT SUMMARY TABLE			
TRACT	AREA (SQ.FT)	AREA (AC ±)	OWNED BY / MAINTAINED BY
TRACT EE	2,745	0.063	BOMD4 / BOND4
TRACT FF	5,586	0.128	BOMD4 / BOND4
TRACT HH	6,325	0.076	BOMD4 / BOND4
TRACT KK	6,233	0.155	BOMD4 / BOND4
TRACT LL	8,480	0.195	BOMD4 / BOND4
TRACT MM	1,792	0.041	BOMD4 / BOND4
TRACT P	581,313	13.345	BOMD4 / BOND4
TRACT PP	1,792	0.041	BOMD4 / BOND4
TRACT Q	159,360	3.658	CITY PARK COB / COB
TRACT R	259,377	5.954	BOMD4 / BOND4
TRACT RR	227,423	5.221	BOMD4 / BOND4
TRACT SS	16,737	0.384	BOMD4 / BOND4
TRACT TT	1,792	0.041	BOMD4 / BOND4
TRACT UU	1,792	0.041	BOMD4 / BOND4
TRACT V	86,938	1.973	BOMD4 / BOND4
TRACT ZZ	9,660	0.219	BOMD4 / BOND4
TOTAL	1,373,715	31.535	

BCMD4 = BRIGHTON CROSSING METRO DISTRICT NO. 4
1 - BCMD4 OR TILE 32 METRO DISTRICT SERVICING THE BRIGHTON CROSSING DEVELOPMENT.
COB = CITY OF BRIGHTON

SUBDIVISION DATA TABLE		
DESCRIPTION	NUMBER	ACRES
LOTS	203	27.460 ACRES
TRACTS	16	31.535 ACRES
RIGHT-OF-WAY	1	7.898 ACRES
TOTAL	220	66.893 ACRES



FOR AND ON BEHALF OF
AT&T CONSULTANTS, INC.

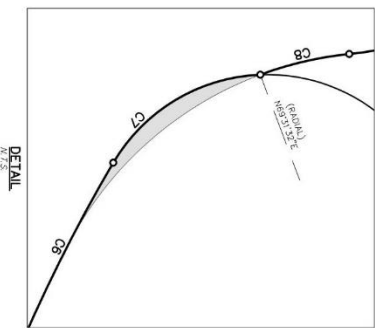


LINE	BEARING	LENGTH
L1	N85°47'18"E	251.18'
L2	N89°20'02"E	1484.03'
L3	S00°40'02"E	2875.16'
L4	S89°22'05"W	182.93'
L5	N00°17'17"W	761.18'
L6	S89°42'43"W	115.10'
L7	N00°17'17"W	12.00'
L8	N89°42'43"E	115.10'
L9	N00°17'17"W	240.00'
L10	N4°18'27"W	112.06'
L11	N49°39'25"W	114.78'
L12	S89°21'20"W	402.49'
L13	S89°41'39"W	65.93'
L14	S80°21'59"W	85.54'
L15	S58°01'37"W	85.75'
L16	S38°54'34"E	112.76'
L17	N52°33'45"W	115.57'
L18	S79°55'53"W	85.59'
L19	N69°07'29"W	65.24'
L20	N31°02'28"W	169.80'
L21	N56°38'30"W	84.62'
L22	S33°21'30"W	94.69'
L23	N33°21'30"E	93.55'
L24	N65°38'30"W	74.24'
L25	N67°43'23"W	77.33'
L26	S17°56'45"W	118.21'
L27	N66°35'14"W	38.89'
L28	N70°52'28"E	111.33'
L29	N19°24'32"W	225.00'
L30	N11°43'11"W	70.50'
L31	N01°27'20"W	75.01'
L32	N00°39'05"W	321.00'
L33	S89°20'55"W	78.00'
L34	N00°39'05"W	106.00'
L35	N89°20'55"E	79.00'
L36	N00°39'05"W	259.29'
L37	N1°41'16"W	89.31'
L38	N28°02'47"W	121.99'
L39	S58°40'56"W	116.73'
L40	N31°19'04"W	68.00'
L41	N58°40'56"E	110.95'
L42	N20°36'57"W	61.44'
L43	N05°45'49"W	65.11'
L44	N00°35'27"W	67.00'

CURVE	DELTA	RADIUS	LENGTH
C1	135°51'11"	168.00'	41.01'
C2	79°51'34"	23.00'	32.06'
C3	11°22'27"	392.00'	77.82'
C4	88°45'59"	29.00'	35.63'
C5	63°7'35"	230.00'	27.94'
C6	57°24'29"	25.00'	12.82'
C7	144°1'38"	50.00'	12.82'
C8	69°35'28"	51.50'	62.55'
C9	50°38'50"	50.00'	44.20'
C10	0°51'31"	223.00'	3.34'
C11	90°00'00"	33.00'	51.84'
C12	90°00'00"	33.00'	51.84'

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE
- PLASTIC CAP STAMPED "AZTEC US 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW
- PLASTIC CAP STAMPED "AZTEC US 35567"
- FOUND NO. 5 REBAR WITH NO CAP
- FOUND BENT NO. 5 REBAR WITH NO CAP
- FOUND SECTION CORNER
- RIGHT-OF-WAY VACATED
- LOT / TRACT LINE
- STREET-OF-WAY LINE
- STREET CENTERLINE
- SECTION LINE
- EASEMENT LINE



BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 11

AZTEC CONSULTANTS, INC.
 1000 East 10th Street, Suite 100
 Brighton, Colorado 80002
 Phone: (303) 711-1888
 Fax: (303) 711-1889
 www.aztecconsultants.com

DATE OF PREPARATION: 09-25-2007
 SCALE: T=200'
 SHEET 3 OF 11

FOR REVIEW

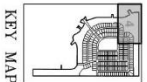
1 inch = 200' ft

FOR ANY OR REMAINING OF AZTEC CONSULTANTS, INC.

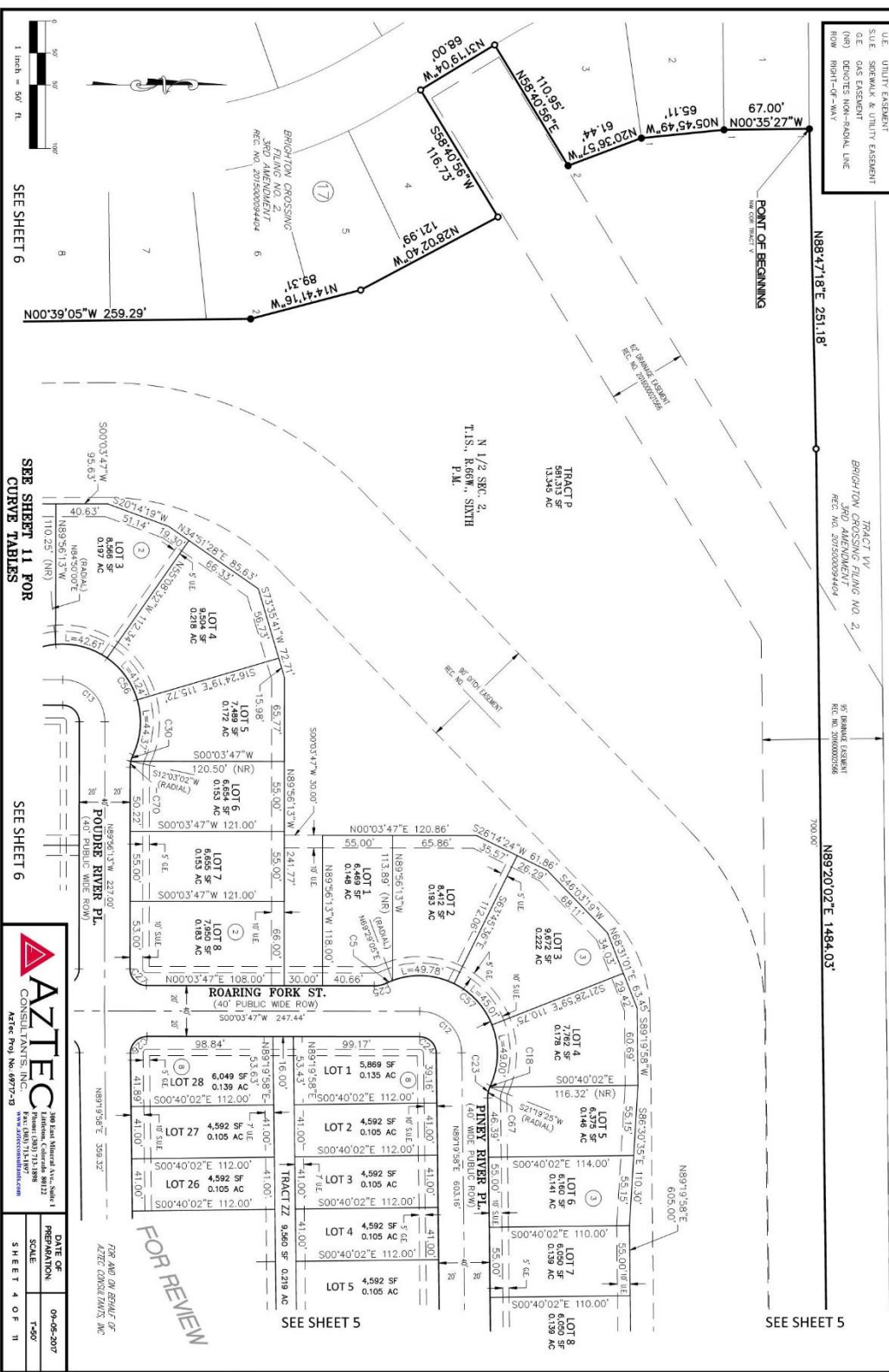
A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 11

SHEET 4 OF 11



- | LEGEND | |
|--------|--|
| ○ | SET NO. 15 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED ATLC LC 3060-64 |
| ● | FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED ATLC LC 3060-67 |
| 2 | FOUND NO. 5 REBAR WITH NO CAP |
| UE | UTILITY EASEMENT |
| SUE | SEWER/WAY & UTILITY EASEMENT |
| GE | AS EASEMENT |
| (NR) | DENOTES NON-RADIAL LINE |
| ROW | RIGHT-OF-WAY |



SEE SHEET 6

SEE SHEET 11 FOR
CUTIVE TAPES

SEE SHEET 6

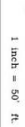

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1888
 Fax: (303) 713-1897
www.aztecconsultants.com
 Aztec Proj. No. 6977-B

DATE OF PREPARATION:	09-05-2017
SCALE	1"=50'
SHEET 4 OF 11	

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 6 OF 11

SEE SHEET 4



SEE SHEET 8

CURVE TABLES

CONSULTANTS, INC.
AZTec Proj. No.: 69777-E

SHEET 6 OF 11

SHEET 6 OF 11

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

LEGEND

- UTILITY EASEMENT
- UTILITY EASEMENT
- GAS EASEMENT
- (NR) DENOTES NON-RADIAL LINE
- RIGHT-OF-WAY

SEE SHEET 5

SHEET 7 OF 11

SEE SHEET 5

KEY MAP

NORTH

SEE SHEET 11 FOR CURVE TABLES



AZTEC CONSULTANTS, INC.

300 First National Ave., Suite 1
Littleton, Colorado 80120
Phone (303) 731-1897
www.aztecconsultants.com

DATE OF PREPARATION: 09-06-2007

SCALE: 1"=400'

SHEET 7 OF 11

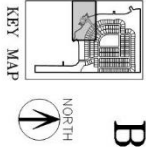
FOR REVIEW

178 AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

1 inch = 500 ft.

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 11

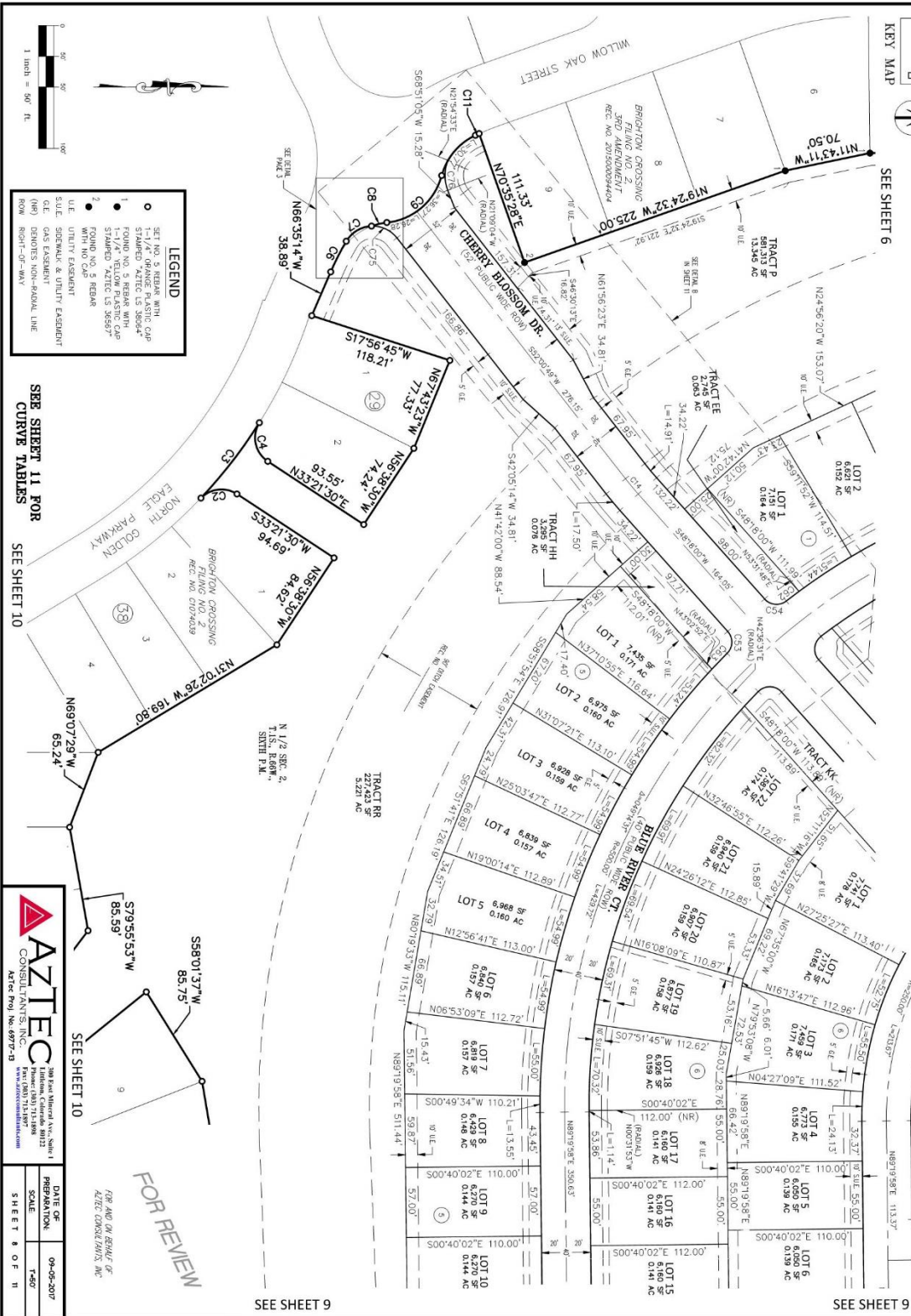


KEY MAP

SEE SHEET 6

SEE SHEET 6

SEE SHEET 9



SEE SHEET 11 FOR
CURVE TABLES

SEE SHEET 10

AZTEC
CONSULTANTS, INC.
300 East Main Street, Suite 100
Brighton, CO 80601
Phone: (303) 713-1881
Fax: (303) 713-1882
aztecinc.com

DATE OF PREPARATION: 04-05-2017
SCALE: 1"=50'
SHEET 8 OF 11

FOR REVIEW
17% AND 20% BEAR OF
AZTEC CONSULTANTS, INC.

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 7

SHEET 9 OF 11

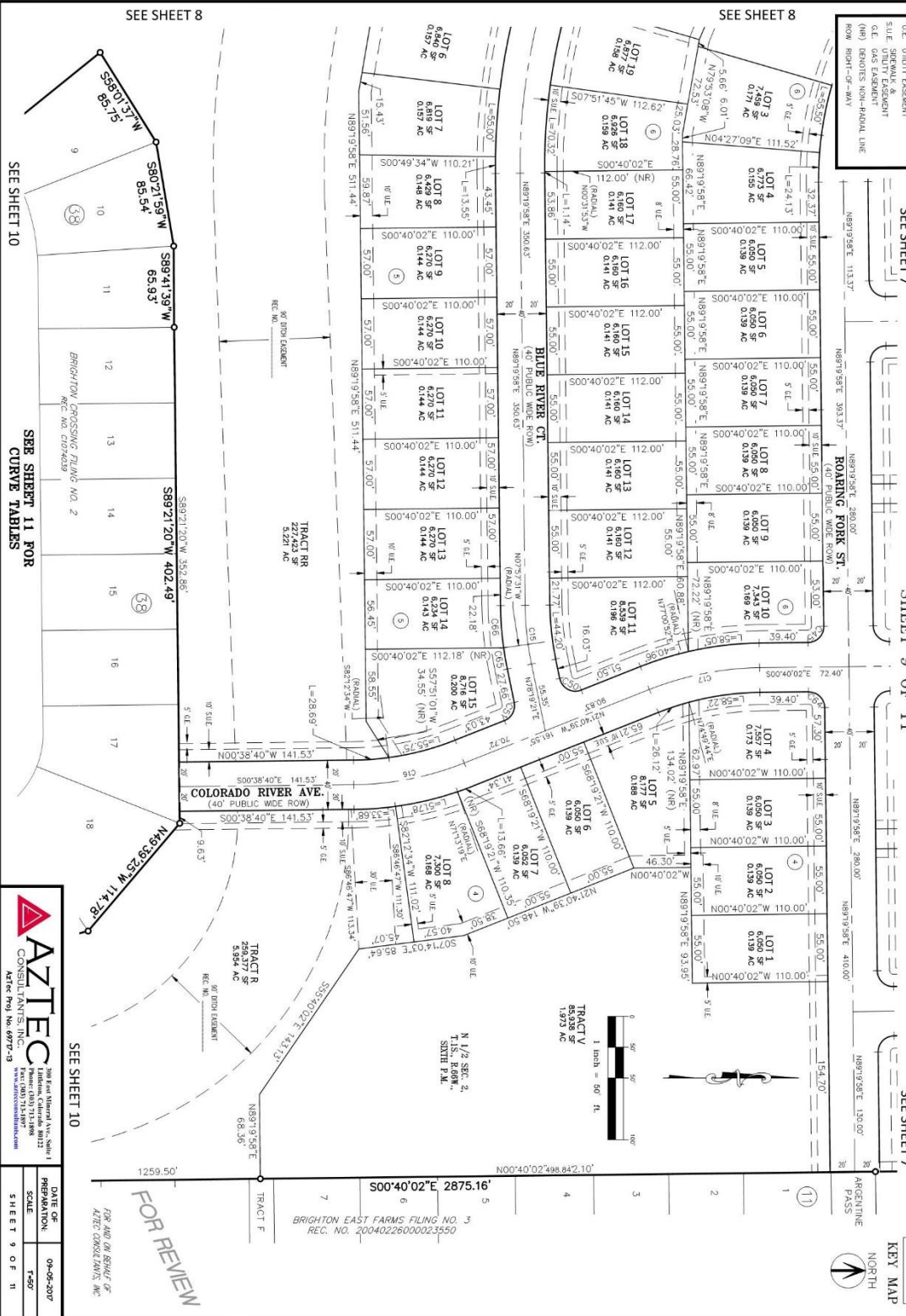
SEE SHEET 7

LEGEND

- SET NO. 3 READ WITH
STANDARD "ATC" IS 3804"
- UTILITY EASEMENT
- SUE. EASEMENT
- CE. EASEMENT
- GE. EASEMENT
- (NR) DENOTES NON-ROAD LINE
- ROW RIGHT-OF-WAY



KEY MAP
NORTH



AZTEC
CONSULTANTS, INC.
1000 East 10th Street, Suite 100
Brighton, Colorado 80122
Phone: 303.733.1100
Fax: 303.733.1101
www.aztecinc.com

DATE OF PREPARATION: 09-06-2007
SCALE: 1"=60'
SHEET 9 OF 11

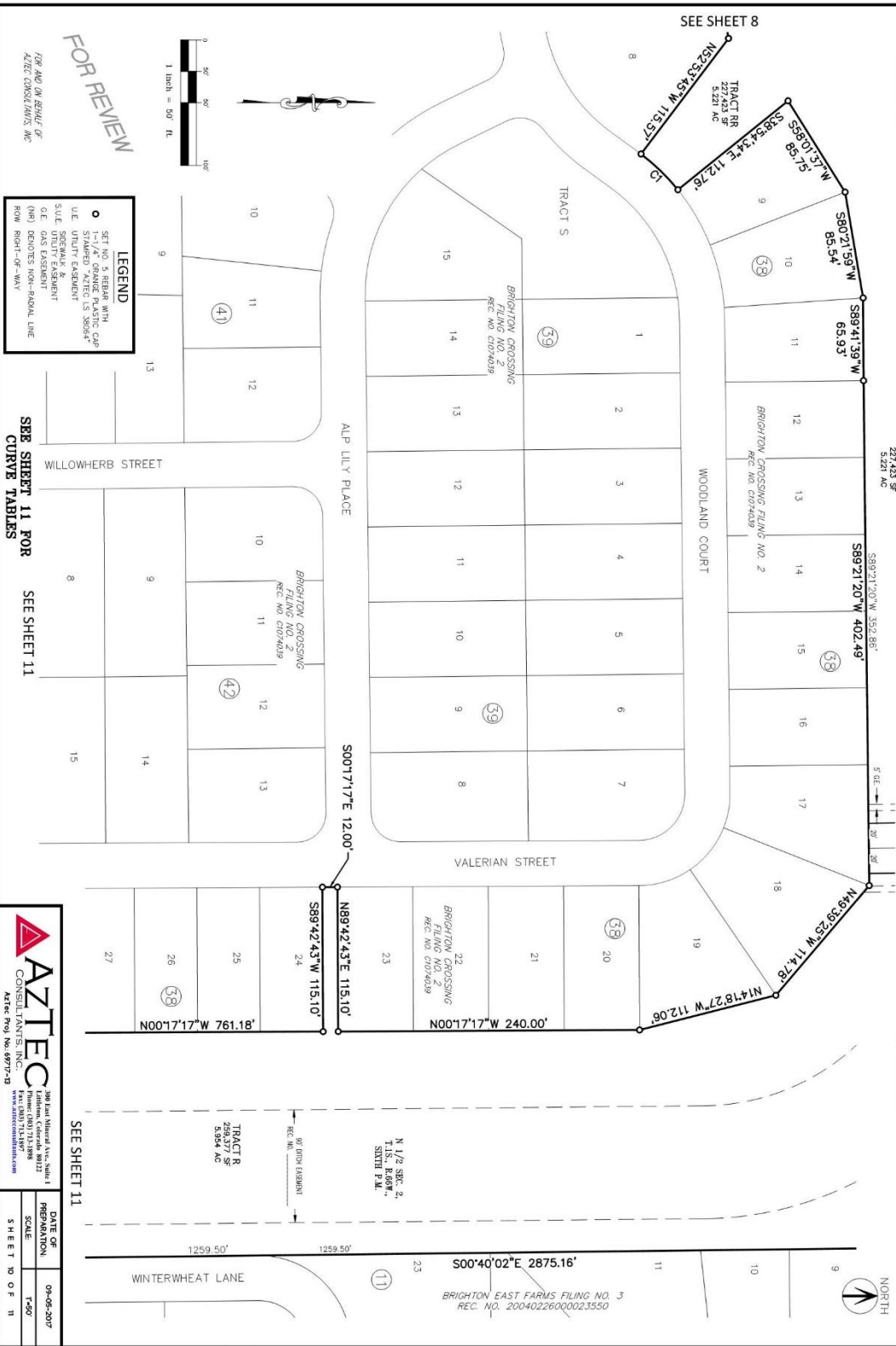
BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 10 OF 11

SEE SHEET 9

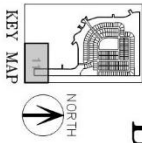
SEE SHEET 9



AZTEC
CONSULTANTS, INC.
AZTEC Proj. No. 4977-B

300 East Main Street, Suite 100
Brighton, CO 80601
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecinc.com

DATE OF PREPARATION	09-08-2007
SCALE	T=50'
SHEET 10 OF 11	



KEY MAP

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

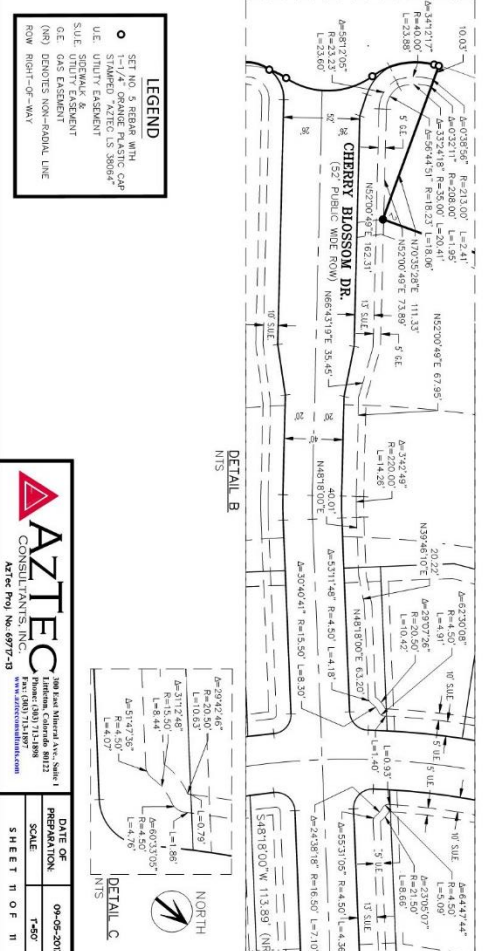
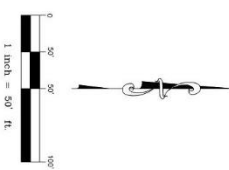
SHEET 11 OF 11

CENTER LINE CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C12	89°16'11"	33.00'	51.42'
C13	90°00'00"	33.00'	51.54'
C14	3°42'49"	250.00'	16.20'
C15	11°00'37"	250.00'	48.04'
C16	21°01'59"	250.00'	91.77'
C17	21°00'37"	250.00'	91.68'
C17A	89°59'51"	33.00'	51.83'

LOT CURVE TABLES

CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C5	43°15'00"	61.00'	4.93'	C37	90°00'00"	13.00'	20.42'	C67	139°41'15"	61.00'	146.72'
C18	3°13'05"	23.00'	1.29'	C38	90°00'00"	13.00'	20.42'	C68	119°11'11"	480.00'	11.06'
C19	25°12'32"	23.00'	10.12'	C39	90°00'00"	15.00'	23.56'	C69	2°53'52"	270.00'	13.66'
C20	90°00'00"	13.00'	20.42'	C40	90°00'00"	15.00'	23.56'	C70	3°58'31"	270.00'	18.73'
C21	90°00'00"	13.00'	20.42'	C41	90°00'00"	13.00'	20.42'	C71	1°56'03"	480.00'	16.20'
C22	90°00'00"	13.00'	20.42'	C42	90°00'00"	13.00'	20.42'	C72	1°25'18"	520.00'	12.90'
C23	25°12'32"	23.00'	10.12'	C43	90°00'00"	13.00'	20.42'	C73	1°57'39"	520.00'	17.80'
C24	89°16'11"	33.00'	20.25'	C44	90°00'00"	13.00'	20.42'	C74	90°00'00"	13.00'	20.42'
C25	25°12'32"	23.00'	10.12'	C45	90°00'00"	13.00'	20.42'	C75	3°43'08"	270.00'	17.53'
C26	90°43'49"	13.00'	20.59'	C46	90°00'00"	13.00'	20.42'	C76	7°17'29"	270.00'	34.36'
C27	90°00'00"	13.00'	20.42'	C47	90°00'00"	13.00'	20.42'	C77	21°59'26"	23.00'	8.83'
C28	90°00'00"	13.00'	20.42'	C48	83°18'22"	13.00'	18.90'	C78	140°23'03"	61.00'	148.50'
C29	89°16'11"	33.00'	20.25'	C49	83°18'04"	13.00'	18.90'	C79	25°12'32"	23.00'	10.12'
C30	13°13'16"	23.00'	5.31'	C50	100°00'00"	13.00'	22.69'	C80	11°59'15"	23.00'	4.81'
C31	90°00'00"	13.00'	20.42'	C51	80°00'00"	13.00'	18.15'	C81	19°58'44"	61.00'	21.27'
C32	25°12'32"	23.00'	10.12'	C52	93°45'26"	13.00'	21.27'	C82	27°03'16"	61.00'	28.84'
C33	90°00'00"	15.00'	23.56'	C53	86°42'31"	13.00'	19.67'	C83	10°00'09"	61.00'	10.65'
C34	90°00'00"	15.00'	23.56'	C54	86°11'31"	13.00'	19.56'	C84	54°14'00"	25.00'	23.66'
C35	90°00'00"	13.00'	20.42'	C55	94°20'50"	13.00'	21.41'	C85	43°03'37"	33.25'	24.97'
C36	90°00'00"	13.00'	20.42'	C56	140°25'03"	61.00'	148.50'				





AZTEC
CONSULTANTS, INC.
After Proj. No. 8977-9

DATE OF PREPARATION: 09-08-2007
SCALE: T=60
SHEET 11 OF 11

EXHIBIT C
Development Agreement Amendment

**BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT,
SECOND (2nd) AMENDMENT**

THIS SECOND AMENDMENT (this “Amendment”) is made and entered into this ____ day of _____, _____ by and among the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (hereinafter called the “City”), and BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company, authorized to conduct business in the State of Colorado (hereinafter referred to as “Developer”, and the BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4, a metropolitan district established under the laws of the State of Colorado (hereinafter, “District No. 4”).

WHEREAS, the final plat, titled Brighton Crossing Filing No. 2, was approved by the Community Development Director for the City on December 30, 2002 (as heretofore amended, the “Plat”)

WHEREAS, on December 17, 2002, CARMA COLORADO INC., a Nevada corporation (“CARMA”) and District No. 4 entered into a Development Agreement with the City (the “Original Agreement”) for Brighton Crossing Filing No. 2 (the “Development”), which was approved by City Council Resolution No. 02-160, and which Agreement was recorded in the real property records of the Clerk and Recorder of Adams County on January 21, 2003 at Reception No. C1083558; and

WHEREAS, on October 20, 2015, Developer (as successor in interest and title to Brookfield Residential, Inc., f/k/a CARMA) and District No. 4 amended the Agreement with the City (the “First Amendment”, and together with the Original Agreement, the “Agreement”) for the Development, which was approved by City Council Resolution No. 2015-124, and which First Amendment was recorded in the real property records of the Clerk and Recorder of Adams County on November 10, 2015 at Reception No. 2015000094403; and

WHEREAS, Developer currently owns the sum total of Phases 11-19 of the Development (as such Phases are described pursuant to the Phasing Plan attached to the Agreement as Exhibit B-2); and

WHEREAS, Section 17-40-250 of the Subdivision Regulations section 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, a plat amendment to the Plat relative to certain lots and other property within what was, under the original Agreement, designated as Phases 11-14 of the Development, titled Brighton Crossing Filing No. 2, 5th Amendment (the “Plat Amendment”), as described more fully in **Exhibit A**, has been submitted to the City for review and said plat amendment (which

amendment redesignates Phases 11-14 of the Development as Phases 10-11 for the Development) requires approval by the City Council and necessitates an amendment to the Agreement; and

WHEREAS, Phases 1-9 of the Development have been completed or are currently under construction, Phases 10-11 of the Development are addressed hereby (formerly designated Phases 11-14) and the remaining phases (15-19) remain to be completed; and

WHEREAS, because the Developer is concurrently herewith amending the Plat pursuant to the Plat Amendment, the Developer, District No. 4 and the City are entering into this Amendment to set forth their understandings and agreements regarding the improvements to be constructed by or on behalf of Developer, District No. 4 and/or a new Title 32 metropolitan district formed for the purpose of constructing said improvements (together with District No. 4, the “Districts”) within what was previously Phases 11-14 of the Development, which phases are now being redesignated as Phases 10-11 (the “Phase 10-11 Improvements”).

WHEREAS, the Developer has submitted a revised Schedule of Public Improvements for the Phase 10-11 Improvements; and

WHEREAS, the terms of the Agreement remain in full force and effect except as specifically modified herein; and

WHEREAS, in order to facilitate the development of the Property and the construction of the remaining improvements, which are essential to the City and the Development, the Parties have agreed to modify the Agreement as provided herein.

NOW, THEREFORE, in consideration of the Agreement and the foregoing recitals, which are a substantive and enforceable part of this Second Amendment, and for the mutual promises and covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

NOW, THEREFORE, in consideration of the foregoing, the City, the District, and the Developer (the “Parties”) hereto promise, covenant, and agree to the following amendments:

- A. The existing Schedule of Improvements attached as Exhibit B1 of the Brighton Crossing Filing No. 2 Development Agreement, dated December 17, 2002, is hereby amended to include the Schedule of Improvements attached hereto as **Exhibit B-1b**. Notwithstanding said substitution, it is agreed by the parties hereto that the new Schedule of Improvements shall only have the effect of modifying the Phase 10-11 Improvements (it being specifically acknowledged that improvements for Phases 1-9 are completed or currently under construction and remain subject to the Agreement, and that improvements for Phases 15-19 remain subject to the Agreement). To the extent of any conflict between the Schedule of Improvements attached to the Agreement and/or the First Amendment, and **Exhibit B-1b**, as pertains solely to the Phase 10-11 Improvements, **Exhibit B-1b** shall control.

- B. The existing Phasing Plan shown in Exhibit B-2 of the original Agreement is hereby amended to include the Phasing Plan for the Development attached hereto as **Exhibit B-2b**. Notwithstanding said substitution, it is agreed by the parties hereto that the new Phasing Plan shall only have the effect of redesignating what was previously referred to herein as Phases 11-14 as Phases 10-11 of the Development. Developer may not deviate from the Phasing Plan except by formal approval from the Community Development Director.
- C. In addition to the requirements of Exhibit F Special Provisions, the following special provisions shall apply:

18. Timing of Infrastructure Construction. Developer and/or one of the Districts shall construct, at the applicable Party's sole cost and expense, all of the Phase 10-11 Improvements located in all of common area shown in the Construction Documents that accompanied the Plat Amendment, including but not limited to all trails, the park in Tract Q, and drainage tract landscaping, prior to receiving any building permit for Phase 11.

19. Community Mailboxes. Prior to the issuance of any building permits for Phase 10, the Developer and/or one of the Districts, at the applicable Party's sole cost and expense, shall construct a community mailbox at a location and design approved by the US Postal Service within the Development for use by all residents within Phases 10-11 of the Development.

20. Future Development Signs. Prior to the issuance of any building permits for Phase 10, the Developer and/or one of the Districts, at the applicable Party's sole cost and expense, shall erect a sign at each point along the boundary between Phase 10 and Phase 11 that has a street crossing into Phase 11 notifying residents that the street will be extended in the future in connection with the development of said Phase 11; provided, however, that none of Developer nor any District shall have any obligation to provide any notice about or otherwise speak to future roadway construction beyond that required of Developer in connection with the development of Phase 11 (including, without limitation, any such construction required in connection with the balance of the Development and/or any adjacent development). In the event that roadway improvements for Phase 11 are in progress at the time of building permit issuance for Phase 10, no signs shall be required.

21. Trail. Developer and the Districts covenant and agree, at no material cost to said Parties, to assist the City in procuring a public access easement from the Farmers Reservoir and Irrigation Company permitting establishment of a trail adjacent to the Speer Canal. Upon the procurement of said public access easement, the Developer and/or Districts shall, at their own cost and expense, construct a 10' trail adjacent to the Speer Canal for the length of the canal within the Brighton Crossing Filing No. 2 subdivision. The timeline and scope for

construction shall be determined by the City following the procurement of the public access easement.

22. **Water Taps.** The Developer or one of the Districts, at the applicable Party's sole cost and expense, shall be responsible for paying for the Water Taps required in each of the Tracts outlined in the Tract Summary attached hereto as **Exhibit C.** The cost for the Water Taps shall be the price in effect at the time payment is made.

23. **Tract Maintenance.** Once the park in Tract Q has been constructed and finally accepted by the City, the City agrees to be responsible for the maintenance for all of Tract Q (including, without limitation, water and utility charges). The Developer or one of the Districts shall be responsible for the maintenance of all other Tracts upon their completion and acceptance consistent with the Tract Summary attached hereto as **Exhibit C.**

24. **Playground Inspector.** The Developer, at its sole cost and expense, shall hire a 3rd party inspector to provide final construction inspections of the playground equipment in the park in Tract Q. The Developer shall then provide inspection details to the City.

25. **Canal Crossings.** The Developer or one or more of the Districts, at the applicable Party's sole cost and expense, shall design and construct all canal crossings, including street improvements, shown in the Construction Drawings to the standards of the City.

D. Notwithstanding any provision of the Agreement to the contrary, one of the Districts shall assume maintenance responsibility with respect to the lighting on the Bridge Street median between South 42nd Avenue and South 50th Avenue, and on the South 50th Avenue median between Bridge Street and Baseline Road (as such lighting exists as of the date of this Amendment).

E. Section 6.2 is hereby deleted in its entirety. Inspection fees are subject to the adopted City's Fee Resolution in effect at the time of inspection.

F. Notices to Developer pursuant to the Agreement shall be sent to:
Brookfield Residential (Colorado) LLC
Attn: Ashley Tarufelli
6465 S. Greenwood Plaza Blvd, Suite 700
Centennial, CO 80111

With a copy to:

Greenberg Traurig, LLP
Attn: Mark E. Baker, Esq.
1200 Seventeenth Street, Suite 2400
Denver, Colorado 80202

- G. Notices to the Districts pursuant to the Agreement shall be sent to:
Brighton Crossing Metropolitan District No. ____
c/o Pinnacle Consulting Group, Inc.
Attn: Tom Flock
550 West Eisenhower Boulevard
Loveland, CO 80537

With a copy to:

White Bear Ankele Tanaka & Waldron
Attn: Kristen Bear, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

- H. This Amendment shall run with the land and the obligations of the Developer hereunder shall be binding upon Developer's successors and assigns. Upon execution hereof, the City shall cause the same to be recorded at Developer's expense in the office of the Clerk and Recorder of Adams County, Colorado. Subject to the amendments herein contained, the Agreement remains in full force and effect.
- I. For clarity, the Parties hereto recognize that, notwithstanding the specification of any undertaking or obligation hereunder or in the Agreement as the responsibility of District No. 4, District No. 4's obligations and undertakings with respect to the Phase 10-11 Improvements may be assigned and/or assumed by a new Title 32 metropolitan district formed for such purpose.
- J. Exhibit G of the Agreement is hereby added:

EXHIBIT G

STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR TREATMENT AND DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY

THIS AGREEMENT is made this ____ day of _____, 20____,
between the Brighton Crossing Metropolitan District No. ____, hereinafter referred to as the "Owner," and the City of Brighton, a Colorado home rule municipality, hereinafter referred to as "City."

RECITALS

WHEREAS, The ordinances and regulations of the City require that stormwater treatment and drainage facilities located on private property shall be operated, maintained, repaired, and replaced as necessary by the landowner and/or other responsible party, or their successors and assigns as agreed to by the City; and

WHEREAS, This Stormwater Facilities Maintenance Agreement is entered into by the parties to provide for the continued operation, maintenance, repair, and replacement as necessary of the stormwater treatment and drainage facilities located on the property described in **Exhibit G1**, by the Owner and/or other Responsible Party as identified in **Exhibit G2**; and

WHEREAS, This Agreement specifies the stormwater facilities management requirements necessary for the operation, maintenance, repair, or replacement of stormwater treatment and drainage facilities in accordance Chapter 14, Storm Drainage, of the Brighton Municipal Code as it is amended from time to time.

COVENANTS

THE PARTIES COVENANT AND AGREE AS MORE FULLY SET FORTH HEREIN.

Section 1. Subject Property

The subject property on which the stormwater treatment and drainage facilities to be operated, maintained, repaired or replaced by the Owner and/or the Responsible Party, is more fully described in **Exhibit G1**, attached hereto and by this reference is made a part hereof (hereinafter referred to as “Property”).

Section 2. Facilities

The stormwater treatment and drainage facilities located on the Property to be operated, maintained, repaired or replaced by the Owner, and/or the Responsible Party, are more fully described in **Exhibit G3**, attached hereto and by this reference is made a part hereof (hereinafter referred to as “Facilities”).

Section 3. Site Specific Maintenance Plan

The Owner and/or Responsible Party agree that unless expressly assumed by the City in writing, the long-term routine and extraordinary maintenance of all Facilities installed on Property are continuing obligations of the Owner and/or the Responsible Party in accordance with the terms of this Agreement and attached exhibits, including the Site Specific Maintenance Plan contained in **Exhibit G4**, attached hereto and which by this reference is made a part hereof (hereinafter referred to as “Plan”).

Section 4. Obligations of Owner and/or Responsible Party

The Owner and the Responsible Party agree to the following:

A) All Facilities on the Property shall be maintained to meet erosion control, groundwater recharge, and stormwater runoff quantity and quality standards of

Chapter 14, Storm Drainage, the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3, and the City of Brighton Standards and Specifications Manual, Chapter 3, Drainage and Flood Control, as the same may be amended from time to time.

B) To operate, maintain, repair, and replace as necessary all facilities, including routine and non-routine maintenance, as the same may be required by this Agreement, the ordinances, rules and regulations of the City as they may be amended from time to time. Preventative and corrective maintenance repair and replacement shall be performed to maintain the function and integrity of the Facilities.

C) To keep the Facilities in good condition and repair, free of trash, debris, algae, standing water and other conditions that would constitute a nuisance. Such maintenance shall include, but not limited to slope stabilization, bank grading, sediment removal, mowing, repairs of mechanical and structural components, installation and maintenance of adequate landscaping as well as adequate provision for weed control and replacement of dead plant material. In the event that any detention or retention area within the Property contains standing water for more than ninety-six (96) continuous hours, the Owner and/or Responsible Party shall install an aeration or other appropriate mitigation system acceptable to the City, in order to minimize or prevent algae blooms, mosquitoes, and any other conditions that may constitute a nuisance or otherwise adversely affect the public health, safety and welfare.

D) The Owner and/or Responsible Party shall perform regular inspections in accordance with the Plan on all required Facilities and document maintenance, repair, and replacement needs to ensure compliance with the requirements of this Agreement.

E) Upon written notification by the Director of Utilities, the Owner and/or Responsible Party shall, at their own cost and within a reasonable time period determined by the Director, have an inspection of the Facilities conducted by a qualified professional; file with the Director a copy of the written report of inspection prepared by the professional; and, within the time period specified by the Director complete any maintenance, repair, or replacement work recommended in the report to the satisfaction of the Director.

F) Maintenance and inspection records shall be retained by the Owner and/or Responsible Party for at least five (5) years, and shall be readily available to the Director upon request.

G) All Facilities, whether structural and non-structural, shall be maintained and the Owner and/or Responsible Party in perpetuity, unless otherwise specified in writing by the Director.

H) To perform all additional maintenance, repair, and replacement as set forth in **Exhibit G of the Development Agreement**, Special Provisions, attached hereto and which by this reference is made a part hereof.

Section 5. City Access to Property

By the terms of this Agreement, the Owner irrevocably grants the Director complete access to the Facilities over and across the privately owned streets or additional areas within the Property, at any reasonable time, upon notice to undertake inspections, sampling, testing, repairs or other preventative measures required to enforce the terms of this Agreement at the Owner's expense. The City may, in its sole discretion, access the site without advanced notice for the purpose of inspection, sampling and testing of the facilities in an emergency circumstance to protect the public health, safety and welfare.

Section 6. Remediation

A) If the Director, in good faith, determines that operation, maintenance, and repair standards for the Facilities are not being met; or, maintenance, repairs, or replacement of Facilities is required, the Director may, in writing, direct the Owner and/or Responsible Party of the operation failures, needed maintenance, repair, replacement and/or the necessity to install any Facilities in order to keep the stormwater treatment and drainage facilities in acceptable working condition.

B) Should the Owner and/or Responsible Party fail within thirty (30) days of the date of the notice specified in 7. (A) above, the Director may enter the Property and perform or cause to be performed the required abatement and assess the reasonable cost and expenses for such work against the Owner and/or other Responsible Party as provided in Section. 14-2-100 City Inspections; Costs of Remediation, of the Brighton Municipal Code, as the same may be amended from time to time. Such costs may include the actual cost of any work deemed necessary by the Director, in order to comply with this Agreement, plus reasonable administrative, enforcement, and inspection costs.

C) The Owner and/or Responsible Party shall be jointly and severally responsible for payment of the actual cost of any work deemed necessary by the Director, in order to comply with this Agreement, plus reasonable administrative, enforcement, and inspection costs.

D) In the event the City initiates legal action occasioned by any default or action of Owner or a Responsible Party, then Owner and/or the Responsible Party agree to pay all costs incurred by City in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same may become a lien against the Property.

Section 7. Notification of Change of Ownership and/or Responsible Party

The owner and the Responsible Party shall notify the City in writing of any changes in ownership as the same is defined herein or change in the Responsible Party within thirty (30) days of the effective date of the conveyance, change, or assignment and shall provide to the City a verified statement from the new Owner or Responsible Party that it has received a copy of this Agreement and the attached exhibits and assumes the responsibilities expressed hereunder, whereupon the prior owner or Responsible Party, as applicable, shall be relieved from further obligation hereunder. Should the Owner or Responsible Party fail to so notify the City of such change or provide the verified statement from the new Owner or Responsible Party, the conveyance, change, or assignment shall not relieve the new Owner and/or Responsible Party of any obligations hereunder.

Section 8. Notice

All notices provided under this Agreement shall be effective when personally delivered or mailed first class mail, postage prepaid and sent to the following addresses:

If Owner:
Brighton Crossing Metropolitan District No. ____
C/O Brookfield Residential
Attn: Marc Savelle
6465 Greenwood Plaza Blvd, Suite 700
Centennial, CO 80111

With a copy to:
Brighton Crossing Metropolitan District No. ____
C/O Pinnacle Consulting Group, Inc.
Attn: Tom Flock
550 W. Eisenhower Blvd.
Loveland, CO 80537

If to Responsible Party: At the address stated on **Exhibit G2**.

<i>If City:</i>	<i>With Copy To:</i>
Director of Utilities	City Manager
City of Brighton	City of Brighton
500 South 4th Avenue	500 South 4th Avenue
Brighton, CO 80601	Brighton, CO 80601
303.655.2033	303.655.2001

Section 9. Definitions

A) **“Director”** means the Director of Utilities of the City of Brighton, or his or her designee.

B) **“Routine”** maintenance procedures includes, but are not limited to, inspections, debris and litter control; mechanical components maintenance, repair, and replacement; vegetation management; and, other routine tasks.

C) **“Non-routine procedures”** include, but are not limited to, those associated with removing accumulated sediments from stormwater quality facilities, restoration of eroded areas, snow and ice removal, fence repair or replacement, restoration of vegetation and long term structural repair, maintenance and replacement.

D) **“Owner”** means the legal or beneficial owner of the subject, including those persons holding the right to purchase or lease the Property or any other person holding proprietary rights in the Property as identified in **Exhibit G2**, including their agents, representatives, successors and assigns.

E) **“Responsible Party”** means the party, person or entity that is responsible for the maintenance of the facilities as required by this Agreement as identified in **Exhibit G2**, including their agents, representatives, successors and assigns. Unless otherwise specified in this Agreement and the exhibits attached hereto, the obligations of the Responsible Party and the Owner are joint and several.

F) **“Stormwater treatment and drainage facilities”** include, but are not limited to, storm sewer inlets, pipes, culverts, channels, ditches, hydraulic structures, rip-rap, detention basins, micro-pools, water quality facilities and on-site control measure(s) to minimize pollutants in urban runoff as more fully set forth in **Exhibit G3**.

G) **“Unit Owner's Association”** means an association organized under C.R.S. §38-33.3-301 as a common interest community which may be a Responsible Party under the terms and conditions of this Agreement.

H) All the definitions and requirements of Chapter 14 of the Brighton Municipal Code are incorporated by reference into this Agreement.

Section 10. Miscellaneous

A) The burdens and benefits in this Agreement constitute covenants that run with the Property and are binding upon the parties and their heirs, successors and assigns. Owner will notify any successor to title of all or part of the Property about the existence of this Agreement. Owner will provide this notice before such successor obtains an interest in all or part of the Property. Owner will provide a copy of such notice to City at the same time such notice is provided to the successor.

B) The Owner shall record this Agreement in the records of the Clerk and Recorder of the appropriate and return a copy of the recorded Agreement to the City with the recording information reflected thereon.

C) The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall be in the District Court for Weld County, Colorado.

D) Except as provided in Section 7. (D) above, in the event of any litigation between the parties regarding their respective rights and obligations hereunder, the substantially prevailing party shall be entitled to receive reasonable attorney fees and costs incurred in connection with such action.

E) If any portion of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such portion shall be deemed as severed from this Agreement, and the balance of this Agreement shall remain in effect.

F) Each of the parties hereto agrees to take all actions, and to execute all documents, that may be reasonably necessary or expedient to achieve the purposes of this Agreement.

G) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.:

CITY OF BRIGHTON, COLORADO

By: _____
Curtis Bauers, Director of Utilities

Attest:

By: _____
Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

OWNER:

RESPONSIBLE PARTY:

By: _____
[Name and Title]

By: _____
[Name and Title]

EXHIBIT G1
Property Description

Tracts ZZ, LL, MM, PP, TT, SS, UU, V, P, RR, Brighton Filing No. 2, 5th Amendment

Tract P detention pond, Brighton Filing No. 2, 5th Amendment (South Beebe Draw Metropolitan District)

EXHIBIT G2
Responsible Party Contact Information

Solely with respect to the Tract P Detention Pond

South Beebe Draw Metropolitan District

c/o CRS of Colorado

Attn: Sue Blair

7995 E. Prentice Ave, Suite 103E

Greenwood Village, CO 80111

EXHIBIT G3
Facilities Description and Location Map

- 1) Pond: Tract V and Tract P (South Beebe Draw Metropolitan District)**
- 2) Swales: Tracts ZZ, MM, LL, PP, TT, SS, UU, V, P, RR**
- 3) Storm sewer inlet pipes, boxes and Manholes, etc: Tracts V, ZZ, MM, LL, PP, TT, SS, UU, V, Tract P (South Beebe Draw Metropolitan District)**
- 4) Emergency Spillways: Tract V, Tract P (South Beebe Draw Metropolitan District)**
- 5) Manifold under Brighton Lateral: N/A**
- 6) Evacuation Pond System: N/A**

EXHIBIT G4
Site Specific Maintenance Plan
(Use UDFCD Recommendation)

In order for stormwater facilities to be effective, proper maintenance is essential. Maintenance includes both, routinely scheduled activities, as well as non-routine repairs that may be required after large storms, or as a result of other unforeseen problems. Planning level maintenance for the individual stormwater facilities is included in this Site Specific Maintenance Plan

1) Retention/Detention Ponds:

Responsibilities:

The Owner is solely responsible for long-term maintenance of Pond 1A, 1B and 2 and any inlet or outlet infrastructure, including re-connection to the future outfall system.

Inspection

Inspect the pond at least annually. Note the amount of sediment in the forebay and look for debris at the outlet structure.

Debris and Litter Removal

Remove debris and litter from the pond as needed. This includes floating debris that could clog the outlet or overflow structure.

Aquatic Plant Harvesting

Harvesting plants will permanently remove nutrients from the system, although removal of vegetation can also re-suspend sediment and leave areas susceptible to erosion. Additionally, the plants growing on the safety wetland bench of a retention pond help prevent drowning accidents by demarking the pond boundary and creating a visual barrier. For this reason, harvesting vegetation completely as routine maintenance is not recommended. However, aquatic plant harvesting can be performed if desired to maintain volume or eliminate nuisances related to overgrowth of vegetation. When this is the case, perform this activity during the dry season (November to February). This can be performed manually or with specialized machinery. If a reduction in cattails is desired, harvest them annually, especially in areas of new growth. Cut them at the base of the plant just below the waterline, or slowly pull the shoot out from the base. Cattail removal should be done during late summer to deprive the roots of food and reduce their ability to survive winter

Mosquito Control

Mosquito control may be necessary if the pond is located in proximity to outdoor amenities. The most effective mosquito control programs include weekly inspection for signs of mosquito breeding with treatment provided when breeding is found. These inspections and treatment can be performed by a mosquito control service and typically start in mid-May and extend to mid-September. The use of larvicidal briquettes or "dunks" is not recommended for ponds due to their size and configuration.

Sediment Removal from the Forebay

Remove sediment from the forebay before it becomes a significant source of pollutants for the remainder of the pond. More frequent removal will benefit long-term maintenance practices. For dry forebays, sediment removal should occur once a year. Sediment removal in wet forebays should occur approximately once every four years or when build up of sediment results in excessive algae growth or mosquito production. Ensure that the sediment is disposed of properly and not placed elsewhere in the pond.

Sediment Removal from the Pond Bottom

Removal of sediment from the bottom of the pond may be required every 10 to 20 years (for retention ponds) or 15-25 years (for detention ponds) to maintain volume and deter algae growth. This typically requires heavy equipment, designated corridors, and considerable expense. Harvesting of vegetation may also be desirable for nutrient removal. When removing vegetation from the pond, take care not to create or leave areas of disturbed soil susceptible to erosion. If removal of vegetation results in disturbed soils, implement proper erosion and sediment control practices until vegetative cover is reestablished. For constructed wetland ponds, reestablish growth zone depths and replant if necessary.

Sediment Removal from the Trickle Channel, and Micropool

Remove sediment from the trickle channel annually. Sediment removal from the micropool is required about once every one to four years, and should occur when the depth of the pool has been reduced to approximately 18 inches. Small micropools may be vacuumed and larger pools may need to be pumped in order to remove all sediment from the micropool bottom. Removing sediment from the micropool will benefit mosquito control. Ensure that the sediment is disposed of properly and not placed elsewhere in the basin.

Erosion and Structural Repairs

Repair basin inlets, outlets, trickle channels, and all other structural components required for the basin to operate as intended. Repair and vegetate eroded areas as needed following inspection.

2) Swales:

Responsibilities

The Owner is responsible for long-term maintenance of any swale within the owner's property; the City is responsible for long-term maintenance of any swale within the City's Property.

Inspection

Grass buffers and swales require maintenance of the turf cover and repair of rill or gully development. Healthy vegetation can often be maintained without using fertilizers because runoff from lawns and other areas contains the needed nutrients. Periodically inspecting the vegetation over the first few years will help to identify emerging problems and help to plan for long-term restorative maintenance needs. Inspect vegetation at least twice annually for uniform cover and traffic impacts. Check for sediment accumulation and rill and gully development.

Debris and Litter Removal

Remove litter and debris to prevent rill and gully development from preferential flow paths around accumulated debris, enhance aesthetics, and prevent floatables from being washed offsite. This should be done as needed based on inspection, but no less than two times per year.

Aeration

Aerating manicured grass will supply the soil and roots with air. It reduces soil compaction and helps control thatch while helping water move into the root zone. Aeration is done by punching holes in the ground using an aerator with hollow punches that pull the soil cores or "plugs" from the ground. Holes should be at least 2 inches deep and no more than 4 inches apart. Aeration should be performed at least once per year when the ground is not frozen. Water the turf thoroughly prior to aeration. Mark sprinkler heads and shallow utilities such as irrigation lines and cable TV lines to ensure those lines will not be damaged. Avoid aerating in extremely hot and dry conditions. Heavy traffic areas may require aeration more frequently.

Mowing

When starting from seed, mow native/drought-tolerant grasses only when required to deter weeds during the first three years. Following this period, mowing of native/drought tolerant grass may stop or be reduced to maintain a length of no less than six inches. Mowing of manicured grasses may vary from as frequently as weekly during the summer, to no mowing during the winter.

Irrigation Scheduling and Maintenance

Irrigation schedules must comply with the City of Brighton water regulations. The schedule must provide for the proper irrigation application rate to maintain healthy vegetation. Less irrigation is typically needed in early summer and fall, with more irrigation needed during July and August. Native grass should not require irrigation after establishment, except during prolonged dry periods when supplemental, temporary irrigation may aid in maintaining healthy vegetation cover. Check for broken sprinkler heads and repair them, as needed. Do not overwater. Signs of overwatering and/or broken sprinkler heads may include soggy areas and unevenly distributed areas of lush growth.

Completely drain and blowout the irrigation system before the first winter freeze each year. Upon reactivation of the irrigation system in the spring, inspect all components and replace damaged parts, as needed.

Fertilizer, Herbicide, and Pesticide Application

Use the minimum amount of biodegradable nontoxic fertilizers and herbicides needed to establish and maintain dense vegetation cover that is reasonably free of weeds. Fertilizer application may be significantly reduced or eliminated by the use of mulch-mowers, as opposed to bagging and removing clippings. To keep clippings out of receiving waters, maintain a 25-foot buffer adjacent to open water areas where clippings are bagged. Hand-pull the weeds in areas with limited weed problems.

Frequency of fertilizer, herbicide, and pesticide application should be on an as-needed basis only and should decrease following establishment of vegetation.

Sediment Removal

Remove sediment as needed based on inspection. Frequency depends on site-specific conditions. For planning purposes, it can be estimated that 3 to 10% of the swale length or buffer interface length will require sediment removal on an annual basis.

☐ ☐ **For Grass Buffers:** Using a shovel, remove sediment at the interface between the impervious area and buffer.

☐ ☐ **For Grass Swales:** Remove accumulated sediment near culverts and in channels to maintain flow capacity. Spot replace the grass areas as necessary.

Reseed and/or patch damaged areas in buffer, sideslopes, and/or channel to maintain healthy vegetative cover. This should be conducted as needed based on inspection. Over time, and depending on pollutant loads, a portion of the buffer or swale may need to be rehabilitated due to sediment deposition. Periodic sediment

removal will reduce the frequency of revegetation required. Expect turf replacement for the buffer interface area every 10 to 20 years.

3) Storm sewer inlet pipes, boxes and manholes:

Responsibilities

The property owner is hereby accepting long-term maintenance responsibilities of storm sewer pipes, inlets and MH located in private property.

Inspection

Frequent inspections of storm pipes, inlets and manholes are recommended in the first two years, and then annually. Look for debris and strong odors indications.

Debris and Litter removal

Remove silt and flow blocking debris as soon as possible. Remove sediment and waste collected from cleaning activities of the drainage system in appropriate containers to approved off-site disposal areas. A vac-jet truck maybe needed to perform this work by properly trained personnel.

Erosion and Structural Repairs

Repair all structural components required for the pipe, inlet and manhole to operate as intended.

4) Emergency Spillways:

Responsibilities

The Owner is solely responsible for long-term maintenance of all ponds' spillways.

Inspection

Inspect annually.

Erosion and Structural Repairs

Repair all structural components required for the spillway to operate as intended.

[Signatures on following page]

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

CITY OF BRIGHTON, COLORADO:

Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq., City Attorney

DEVELOPER:

Brookfield Residential (Colorado), LLC, a Nevada limited liability company authorized to conduct business in the State of Colorado

By: _____
Name: _____
Its: _____

DISTRICT NO. 4:

BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4, a Colorado Metropolitan District Established Under the Laws of the State of Colorado

By: _____
Name: _____
Its: _____

LINE	BEARING	LENGTH
L1	N88°47'18"E	251.18'
L2	N89°20'02"E	1484.03'
L3	S00°40'02"E	2875.16'
L4	S89°22'05"W	182.93'
L5	N00°17'17"W	761.18'
L6	S89°42'43"W	115.10'
L7	N00°17'17"W	12.00'
L8	N89°42'43"E	115.10'
L9	N00°17'17"W	240.00'
L10	N14°18'27"W	112.06'
L11	N49°39'25"W	114.78'
L12	S89°21'20"W	402.49'
L13	S89°41'39"W	65.93'
L14	S80°21'59"W	85.54'
L15	S48°01'37"W	85.75'
L16	S38°54'34"E	112.76'
L17	N52°53'45"W	115.57'
L18	S79°55'53"W	85.59'
L19	N69°07'29"W	65.24'
L20	N31°02'28"W	169.80'
L21	N6°38'30"W	84.62'
L22	S33°21'30"E	94.69'
L23	N33°21'30"E	93.55'
L24	N6°38'30"W	74.24'
L25	N67°43'23"W	77.33'
L26	S17°56'45"W	118.21'
L27	N6°35'14"W	38.89'
L28	N70°55'28"E	111.33'
L29	N19°24'32"W	225.00'
L30	N11°43'11"W	70.50'
L31	N01°27'20"W	75.01'
L32	N00°39'05"W	321.00'
L33	S89°20'55"W	78.00'
L34	N00°39'05"W	106.00'
L35	N89°20'55"E	79.00'
L36	N00°39'05"W	259.29'
L37	N14°41'16"W	89.31'
L38	N28°02'40"W	121.99'
L39	S58°40'56"W	116.73'
L40	N31°19'04"W	88.00'
L41	N58°40'56"E	110.95'
L42	N20°26'57"W	61.44'
L43	N05°45'49"W	65.11'
L44	N00°35'27"W	67.00'

CURVE	DELTA	RADIUS	LENGTH
C1	135°01'	168.00'	41.01'
C2	79°51'34"	23.00'	32.06'
C3	117°22'27"	392.00'	77.82'
C4	88°45'59"	23.00'	35.63'
C6	65°73'59"	220.00'	27.94'
C7	57°24'29"	25.00'	25.05'
C8	14°41'38"	50.00'	12.82'
C9	69°35'26"	51.50'	62.55'
C10	50°38'50"	50.00'	44.20'
C11	05°13'	223.00'	3.34'
C77	90°00'00"	33.00'	51.84'
C78	90°00'00"	33.00'	51.84'

LEGEND

○ SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"

● FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 38067"

● FOUND NO. 5 REBAR WITH NO CAP

● FOUND BENT NO. 5 REBAR WITH NO CAP

● FOUND SECTION CORNER

● RIGHT-OF-WAY VACATED BY THIS PLAT

— LOT / TRACT LINE

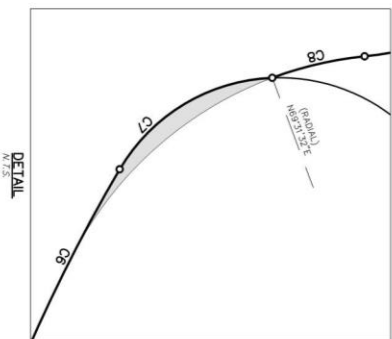
— STREET CENTERLINE

— PLAT BOUNDARY LINE

— SECTION LINE

— EASEMENT LINE

1 BLOCK NUMBER



BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 11

AZTEC CONSULTANTS, INC.
AZTEC Proj. No. 8977-C9

DATE OF PREPARATION: 04-05-2007
SCALE: T=200'
SHEET 3 OF 11

FOR REVIEW

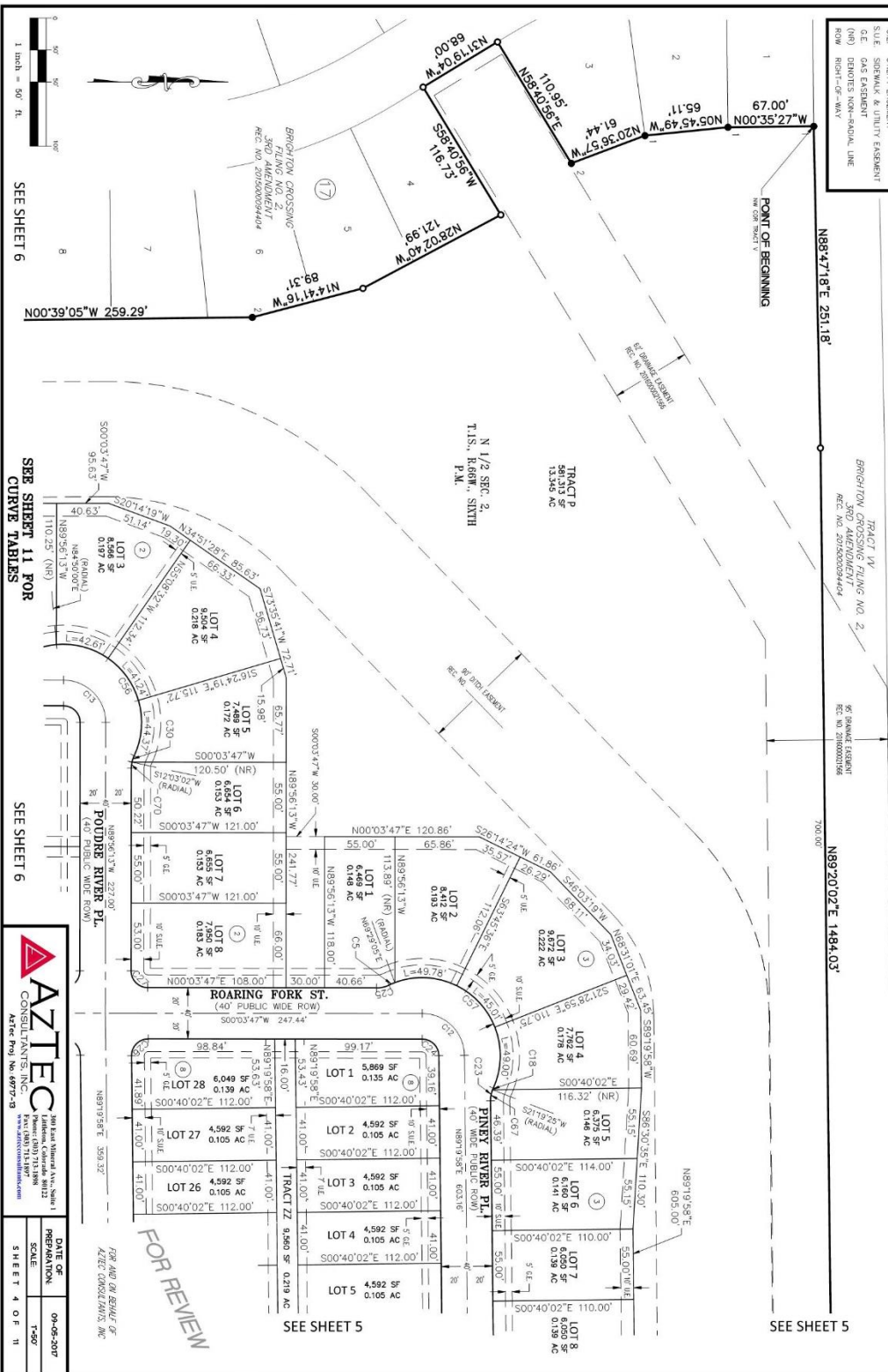
1 inch = 200' ft.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 11

SHEET 4 OF 11

- | LEGEND | |
|--------|---|
| ○ | SET NO. 5 REBAR WITH 1-1/4" GRADE PLASTIC CAP STAMPED "ATCZT US 35064" |
| 1 | FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "ATCZT US 35067" |
| 2 | FOUND NO. 5 REBAR WITH NO CAP |
| ● | UTILITY EASEMENT |
| U/E | SEWER & UTILITY EASEMENT |
| S/E | GE EASEMENT |
| GE | DENOTES NON-EQUAL LINE |
| (NR) | RIGHT-OF-WAY |
| ROW | |



SEE SHEET 6

SEE SHEET 11 FOR
CURVE TABLES

SEE SHEET 6



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite
1 Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC Proj. No. 6927-13

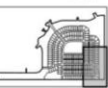
DATE OF PREPARATION	09-05-2017
SCALE	1"=50'
SHEET 4 OF 11	

DATE OF PREPARATION	09-05-2017
SCALE	1"=50'
SHEET 4 OF 11	

A PORTION SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 5 OF 11

SHEET 5 OF 11

FOR REVIEW



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

KEY MAP

LEGEND

● SET NO. 5 REBAR WITH
1-1/4" ORANGE PLASTIC CAP
STAMPED "ATC LC 38064"

U/E UTILITY EASEMENT

S/E SIDEWALK &
UTILITY EASEMENT

G/E GAS EASEMENT

(NR) DENOTES NON-RADIAL LINE

BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT REC. NO. 2015000094404	95 DRAINAGE EASEMENT REC NO. 2016000027566
---	---

N89°20'02"E 1484.03'

784.05

SEE SHEET 4

REC. NO. _____

T.15., R.66W., SIXTH P.M.

BRIGHTON EAST FARMS FILING NO. 3
REC. NO. 20040226000023550

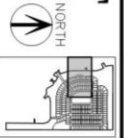



AZTEC
CONSULTANTS, INC.
Aztec Proj. No. 697D-13
300 East Mineral Ave., Suite 200
Littleton, Colorado 80120
Phone: (303) 711-1896
Fax: (303) 711-1897
www.aztecconsultants.com

DATE OF PREPARATION:	09-05-2017
SCALE	1"=50'
SHEET 5 OF 11	

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

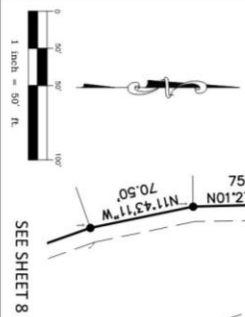
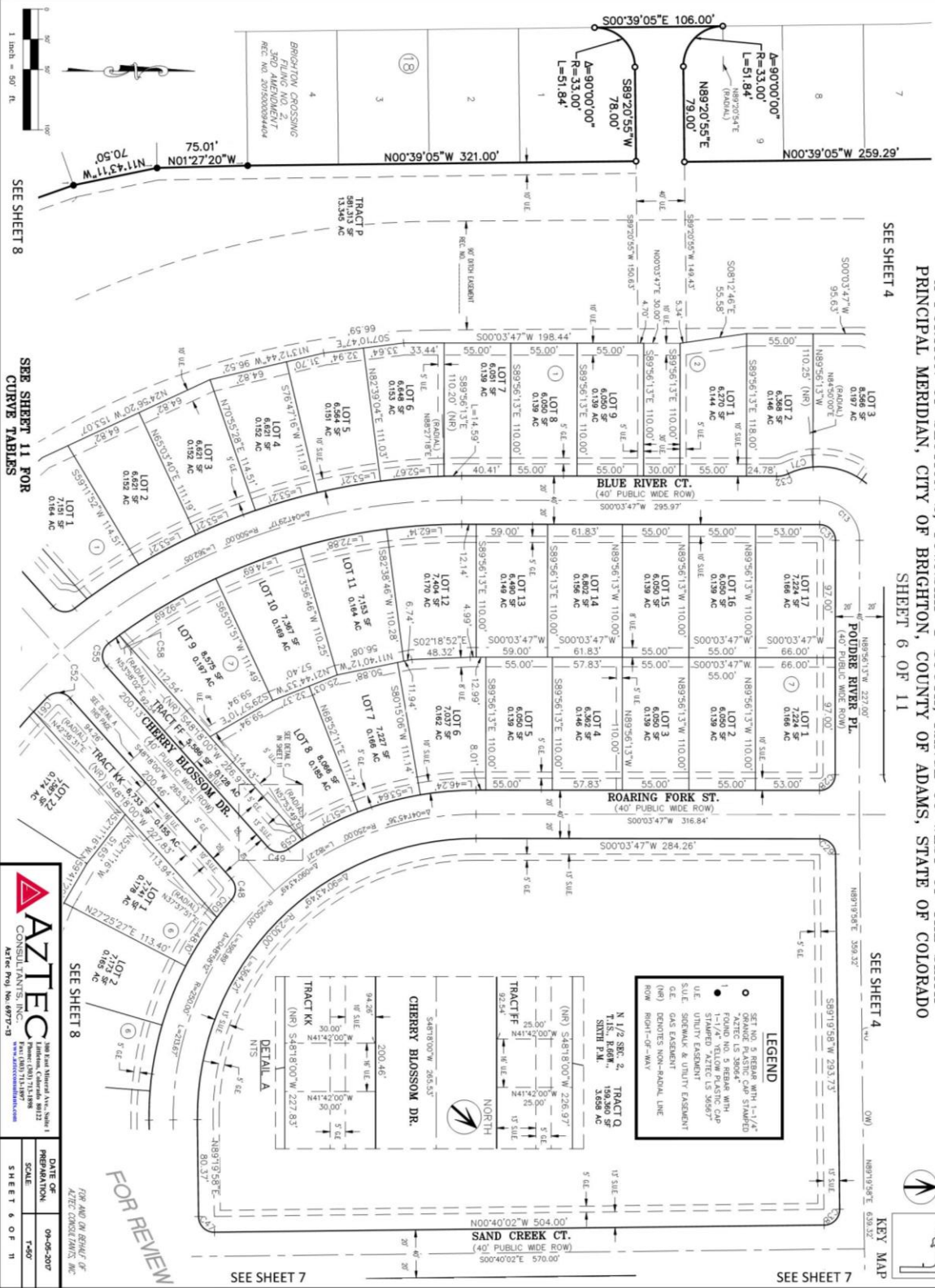
A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 4

SEE SHEET 4

KEY MAP



SEE SHEET 8

SEE SHEET 11 FOR
CURVE TABLES

AZTEC
CONSULTANTS, INC.
100 East Main Street, Suite 1
Brighton, Colorado 80102
Phone: (303) 731-1997
www.aztecconsultants.com

DATE OF PREPARED	07-09-2007
SCALE	T=50'
SHEET 6 OF 11	

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

FOR REVIEW

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 5

SHEET 7 OF 11

SEE SHEET 5

LEGEND
S.U.E. UTILITY EASEMENT
S.U.E. SIDEWALK & UTILITY EASEMENT
S.U.E. GAS EASEMENT
S.U.E. DRAINAGE EASEMENT
S.U.E. HIGHWAY EASEMENT



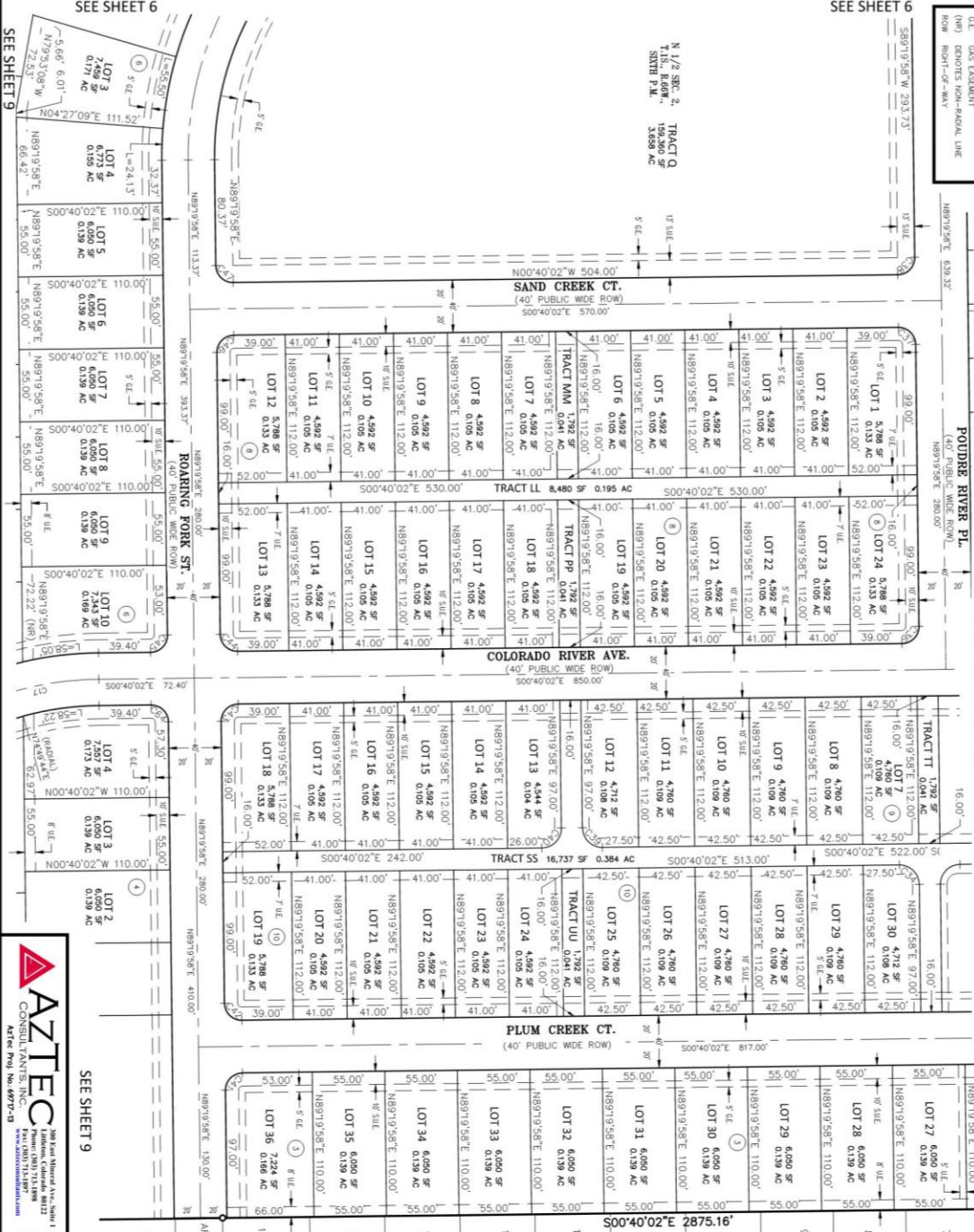
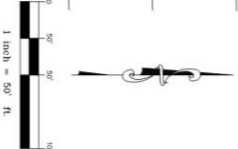
SEE SHEET
11 FOR
CURVE
TABLES

N 1/2 SEC. 2,
T.1S., R.66W.,
SOUTH P.M.
3.659 AC

SAND CREEK CT.
(40' PUBLIC WIDE ROW)
500'40'02"E 570.00'

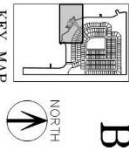
COLORADO RIVER AVE.
(40' PUBLIC WIDE ROW)
500'40'02"E 850.00'

PLUM CREEK CT.
(40' PUBLIC WIDE ROW)
500'40'02"E 817.00'



AZTEC
CONSULTANTS, INC.
Active Prof. No. 89719-13
1700 N. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 303.733.1888
WWW.AZTECCONSULTANTS.COM

DATE OF
PREPARATION
04-08-2007
SCALE
T=400
SHEET 7 OF 11



KEY MAP

SEE SHEET 6

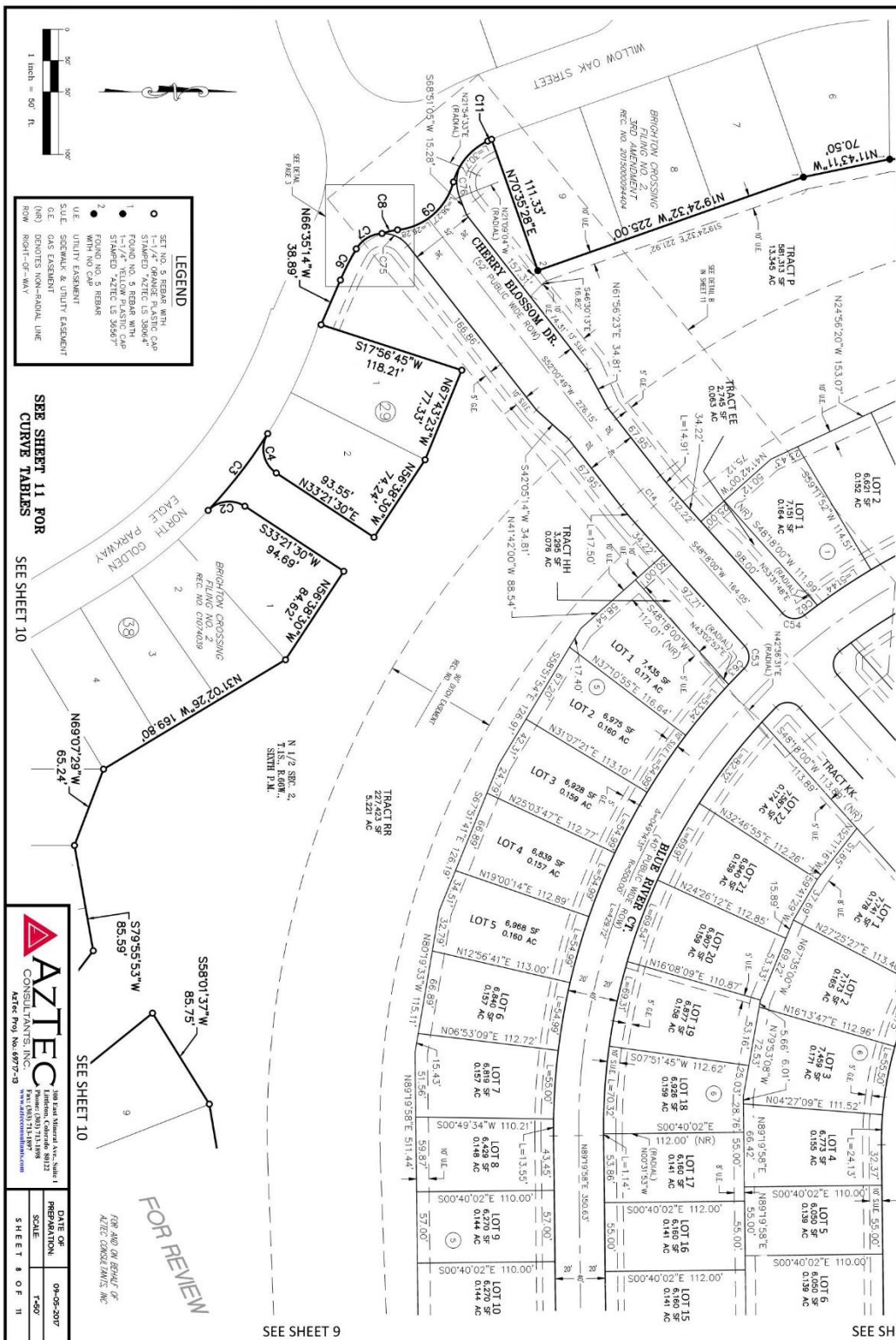
BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 8 OF 11

SEE SHEET 6

SEE SHEET 9



LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
- STAMPED "AZTEC LS 30607"
- FOUND NO. 5 REBAR
- FOUND NO. 5 REBAR
- UTILITY EASEMENT
- SIDEWALK & UTILITY EASEMENT
- GAS EASEMENT
- ROW
- RIGHT-OF-WAY

SEE SHEET 11 FOR CURVE TABLES

SEE SHEET 10

AZTEC
CONSULTANTS, INC.
100 East Douglas Ave., Suite 100
Denver, CO 80202
Tel: (303) 733-1800
Fax: (303) 733-1801
www.aztecinc.com
Aztec Proj No. 6977-13

DATE OF PREPARATION: 04-06-2007
SCALE: T=50'
SHEET 8 OF 11

FOR REVIEW

SEE SHEET 9

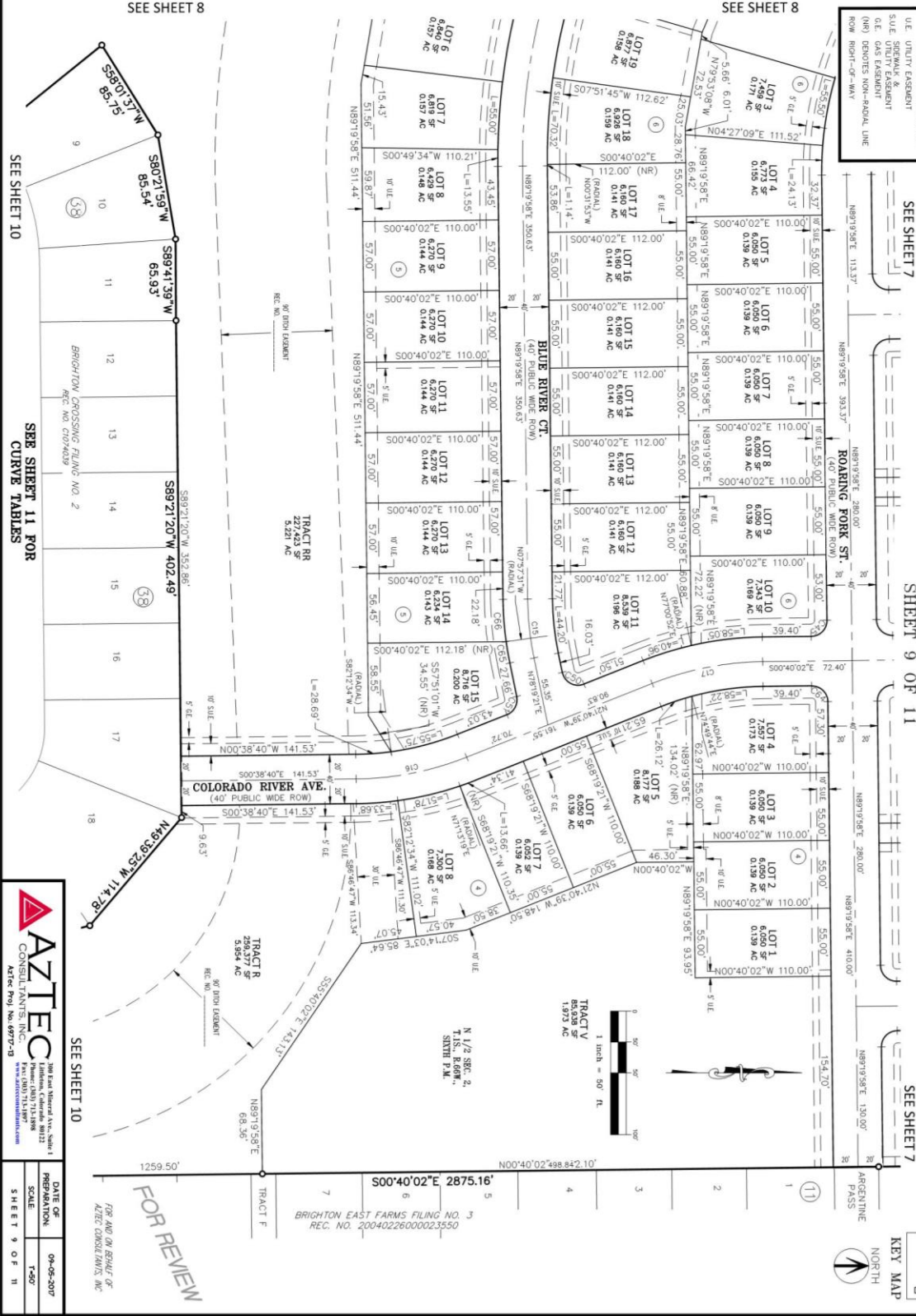
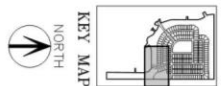
BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SEE SHEET 7
SHEET 9 OF 11

LEGEND

- SET NO. 5 BEAR WITH STAMPED AZTEC 15 38064
- UE UTILITY EASEMENT
- SUE SEWAGE & GAS EASEMENT
- OE GAS EASEMENT
- (NR) DENOTES NON-ADJACENT ROW RIGHT-OF-WAY



AZTEC CONSULTANTS, INC.
100 East Second Ave., Suite 112
Brighton, CO 80601
Phone: (303) 715-1898
Fax: (303) 715-1897
www.aztecconsultants.com

DATE OF PREPARATION: 04-05-2017
SCALE: 1"=50'
SHEET 9 OF 11

SEE SHEET 8

SEE SHEET 8

SEE SHEET 10

SEE SHEET 11 FOR CURVE TABLES

FOR REVIEW

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

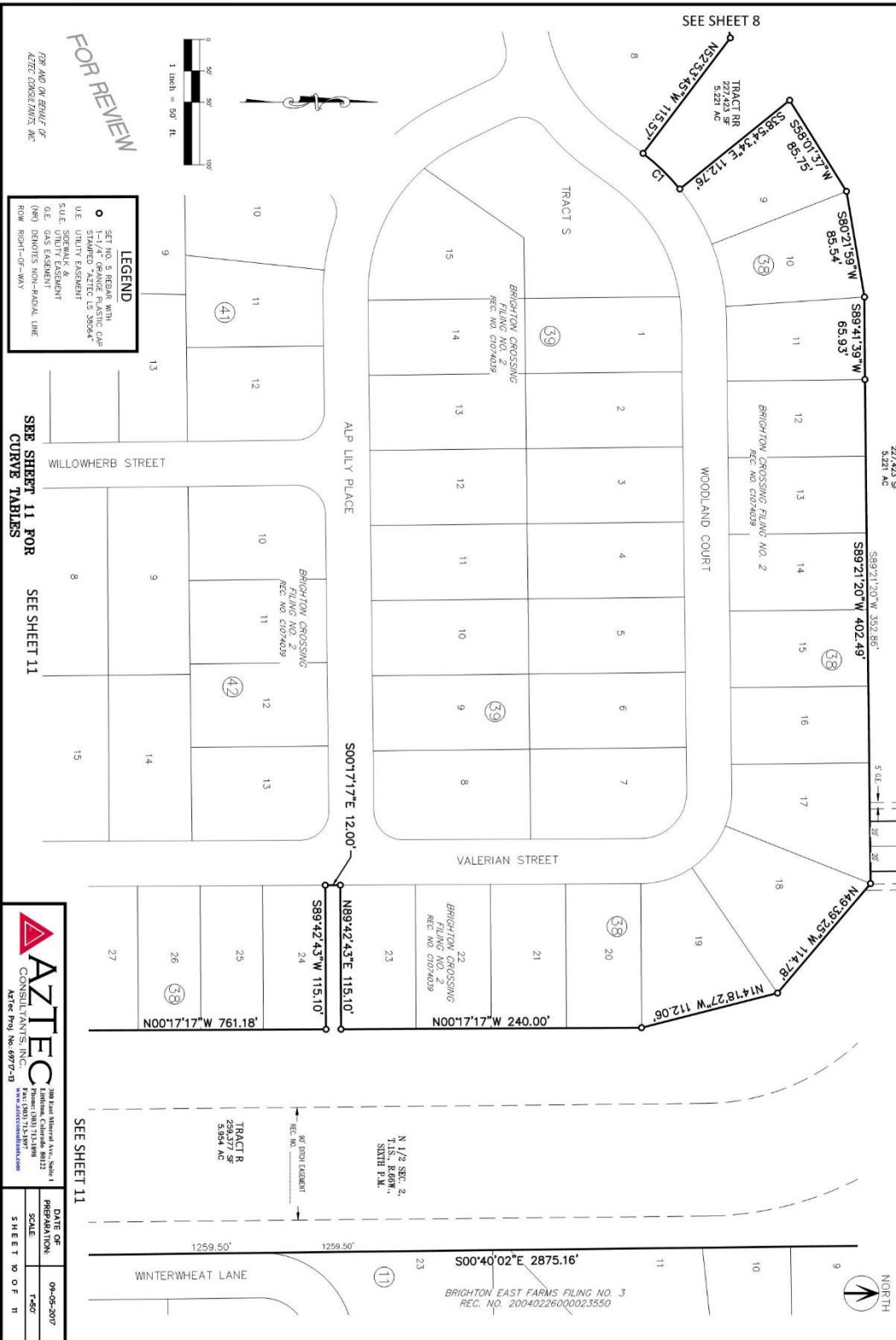
SHEET 10 OF 11

SEE SHEET 9

SEE SHEET 9



NORTH



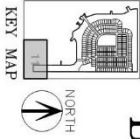
FOR REVIEW

LEGEND
 SET NO. 5 READ WITH:
 1-1/4" ORANGE PLASTIC CAP
 U.E. UTILITY EASEMENT
 S.E. SEWER EASEMENT
 G.E. GAS EASEMENT
 (NR) DENOTES NON-ADJUL LINE
 ROW RIGHT-OF-WAY

SEE SHEET 11 FOR
CURVE TABLES

AZTEC
 CONSULTANTS, INC.
 100 East Harvard Ave. Suite 1
 Littleton, Colorado 80120
 Phone: (303) 715-1888
 Fax: (303) 715-1889
 www.aztecconsultants.com
 AZTEC 709 No. 6877-9

DATE OF
PREPARATION: 09-05-2007
 SCALE: 1"=40'
 SHEET NO. OF 11



KEY MAP

BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT

A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 11 OF 11

CENTER LINE CURVE TABLE

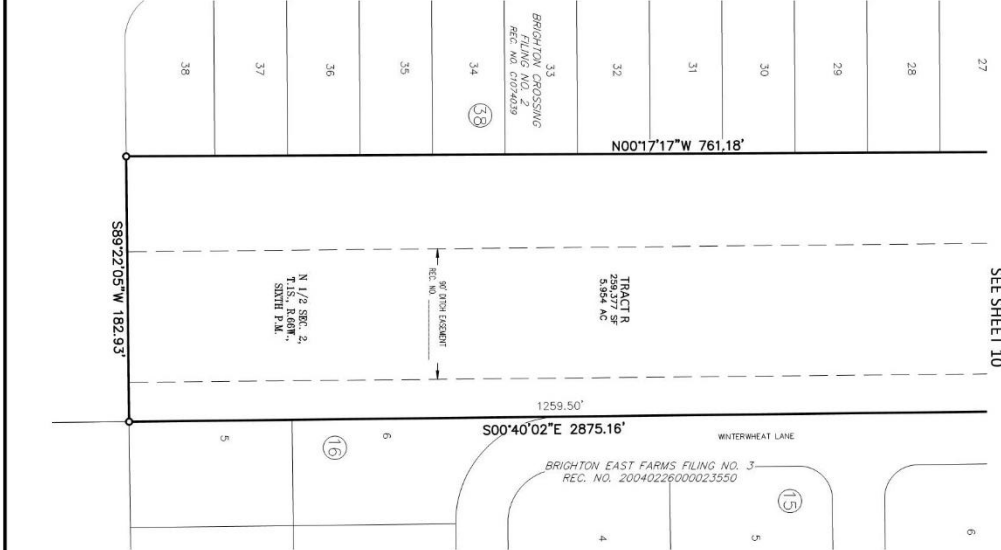
CURVE	DELTA	RADIUS	LENGTH
C12	89°16'11"	33.00'	51.42'
C13	90°00'00"	33.00'	51.84'
C14	3°42'49"	250.00'	16.20'
C15	1°10'03"	250.00'	48.04'
C16	2°10'59"	250.00'	91.77'
C17	2°10'03"	250.00'	91.68'
C74	89°59'51"	33.00'	51.83'

LOT CURVE TABLES

CURVE	DELTA	RADIUS	LENGTH
C5	43°50'	61.00'	4.93'
C18	3°13'05"	23.00'	1.29'
C19	25°12'32"	23.00'	10.12'
C20	90°00'00"	13.00'	20.42'
C21	90°00'00"	13.00'	20.42'
C22	90°00'00"	13.00'	20.42'
C23	25°12'32"	23.00'	10.12'
C24	89°16'11"	13.00'	20.25'
C25	25°12'32"	23.00'	10.12'
C26	90°43'49"	13.00'	20.58'
C27	90°00'00"	13.00'	20.42'
C28	90°00'00"	13.00'	20.42'
C29	89°16'11"	13.00'	20.25'
C30	13°13'16"	23.00'	5.31'
C31	90°00'00"	13.00'	20.42'
C32	25°12'32"	23.00'	10.12'
C33	90°00'00"	15.00'	23.56'
C34	90°00'00"	15.00'	23.56'
C35	90°00'00"	13.00'	20.42'
C36	90°00'00"	13.00'	20.42'

CURVE	DELTA	RADIUS	LENGTH
C37	90°00'00"	13.00'	20.42'
C38	90°00'00"	13.00'	20.42'
C39	90°00'00"	15.00'	23.56'
C40	90°00'00"	15.00'	23.56'
C41	90°00'00"	13.00'	20.42'
C42	90°00'00"	13.00'	20.42'
C43	90°00'00"	13.00'	20.42'
C44	90°00'00"	13.00'	20.42'
C45	90°00'00"	13.00'	20.42'
C46	90°00'00"	13.00'	20.42'
C47	90°00'00"	13.00'	18.90'
C48	83°18'22"	13.00'	18.90'
C49	83°18'04"	13.00'	18.90'
C50	100°00'00"	13.00'	22.69'
C51	80°00'00"	13.00'	18.15'
C52	93°45'26"	13.00'	21.27'
C53	86°42'31"	13.00'	19.67'
C54	86°11'31"	13.00'	19.56'
C55	94°20'50"	13.00'	21.41'
C56	140°25'03"	61.00'	149.50'

CURVE	DELTA	RADIUS	LENGTH
C57	139°41'15"	61.00'	148.72'
C58	1°19'11"	480.00'	11.06'
C59	2°53'52"	270.00'	13.66'
C60	3°58'31"	270.00'	18.73'
C61	1°56'03"	480.00'	16.20'
C62	1°25'18"	520.00'	12.90'
C63	1°57'39"	520.00'	17.80'
C64	90°00'00"	13.00'	20.42'
C65	3°43'08"	270.00'	17.53'
C66	7°17'29"	270.00'	34.36'
C67	21°59'28"	23.00'	8.83'
C68	140°25'03"	61.00'	149.50'
C69	25°12'32"	23.00'	10.12'
C70	1°19'11"	480.00'	11.06'
C71	19°58'44"	61.00'	28.94'
C72	27°05'16"	61.00'	28.94'
C73	10°00'09"	61.00'	10.65'
C75	54°14'00"	25.00'	23.66'
C76	43°03'37"	33.23'	24.97'



DATE OF PREPARATION: 09-08-2007
SCALE: 1"=50'
SHEET 11 OF 11

EXHIBIT B-1b
Schedule of Improvements

Brighton Crossing Filing 2 - 5th Amendment, Phase 10

Onsite Improvement Summary

Phase 10	\$ 2,095,038.00
Phase 11	\$ 1,018,151.00
Phase 12	\$ 2,583,100.00
Total	\$ 5,696,289.00

Type of Improvements	Quantity / Length	Unit Cost	Total Estimate by Line Item	Total Actual Cost at Construction Acceptance
Streets	20457 SY	\$ 26.97	\$ 551,787.00	\$ -
Alleys	3588 SY	\$ 12.25	\$ 43,952.00	\$ -
Curb/Gutter/Sidewalks	10613 LF	\$ 40.63	\$ 431,242.00	\$ -
Medians and Landscaping	-	-	\$ -	\$ -
Bridges/Crossings/Culverts	-	-	\$ -	\$ -
Guard Rails	-	-	\$ -	\$ -
Street Lights	17 EA	\$ 1,800.00	\$ 30,600.00	\$ -
Traffic Signal Lights	-	-	\$ -	\$ -
Park Landscaping	-	-	\$ -	\$ -
Park Amenities (play equipment & services)	-	-	\$ -	\$ -
Fencing	-	-	\$ -	\$ -
Retaining Walls	425 SFF	\$ 27.00	\$ 11,475.00	\$ -
Public Parking Lots	-	-	\$ -	\$ -
Fire Hydrants	10 EA	\$ 5,900.00	\$ 59,000.00	\$ -
Potable Water Lines	6448 LF	\$ 60.85	\$ 392,376.00	\$ -
Non-Potable Water Lines	-	-	\$ -	\$ -
Irrigation Systems	-	-	\$ -	\$ -
Sanitary Sewer Lines	4092 LF	\$ 95.30	\$ 389,950.00	\$ -
Storm Sewer Lines	899 LF	\$ 142.41	\$ 128,024.00	\$ -
Retention and Detention	289 LF	\$ 195.96	\$ 56,632.00	\$ -
Public Landscaping	-	-	\$ -	\$ -
Other:	-	-	\$ -	\$ -

Total \$ 2,095,038.00

Brighton Crossing Filing 2 - 5th Amendment, Phase 11

Type of Improvements	Quantity / Length	Unit Cost	Total Estimate by Line Item	Total Actual Cost at Construction Acceptance
Streets	10158 SY	\$ 27.36	\$ 277,882.00	\$ -
Alleys	202 SY	\$ 12.63	\$ 2,552.00	\$ -
Curb/Gutter/Sidewalks	5525 LF	\$ 41.97	\$ 231,904.00	\$ -
Medians and Landscaping	-	-	\$ -	\$ -
Bridges/Crossings/Culverts	-	-	\$ -	\$ -
Guard Rails	-	-	\$ -	\$ -
Street Lights	7 EA	\$ 1,800.00	\$ 12,600.00	\$ -
Traffic Signal Lights	-	-	\$ -	\$ -
Park Landscaping	-	-	\$ -	\$ -
Park Amenities (play equipment & services)	-	-	\$ -	\$ -
Trails/Paths	-	-	\$ -	\$ -
Fencing	-	-	\$ -	\$ -
Retaining Walls	-	-	\$ -	\$ -
Public Parking Lots	-	-	\$ -	\$ -
Fire Hydrants	6 EA	\$ 5,900.00	\$ 35,400.00	\$ -
Potable Water Lines	2614 LF	\$ 76.65	\$ 200,368.00	\$ -
Non-Potable Water Lines	-	-	\$ -	\$ -
Irrigation Systems	-	-	\$ -	\$ -
Sanitary Sewer Lines	2567 LF	\$ 100.29	\$ 257,445.00	\$ -
Storm Sewer Lines	-	-	\$ -	\$ -
Retention and Detention	-	-	\$ -	\$ -
Public Landscaping	-	-	\$ -	\$ -
Other:	-	-	\$ -	\$ -

Total \$ 1,018,151.00

[illegible]

EXHIBIT C
Tract Summary¹

Tracts	Plat Amendment	Owner	Design	Construction	L,I, & Site Installation	L,I, & Site Maintenance	Payment of Water Taps	Payment of Water Charges	Payment of Electric Charges
<i>Round-a-bouts, Medians, Greenbelts</i>		City	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4 ³	District No. 4	District No. 4
<i>Drainage Ways</i>		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>P</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>Q</i>	5	City	Developer or District No. 4	Developer or District No. 4 ²	Developer or District No. 4	District No. 4 (Pre-acceptance); City (Post-acceptance)	Developer or District No. 4 ³	City	City
<i>R</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>V</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>EE</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>FF</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>HH</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>KK</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>LL</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	N/A	N/A	N/A
<i>MM</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4

¹ For purposes of clarity, any obligation of District No. 4 contained herein may be assigned to, and assumed by, a different Title 32 metropolitan district formed for such purpose.

<i>PP</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>RR</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>SS</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	N/A	N/A	N/A
<i>TT</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>UU</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>ZZ</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	N/A	N/A	N/A

² The City will reimburse costs incurred by the Developer or District No. 4 to construct the park, up to the amount collected through Park Development Fees

³ The City will reimburse tap fees in connection with reimbursing park development fees incurred or paid by Developer or District No. 4 up to the amount collected through Park Development Fees