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City of Brighton City Clerk

THIS SPACE FOR RECORDER'S USE ONLY

North Star Subdivision

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20_____ by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the Adams County, State of Colorado (the "City") and North Star Equities, L.L.C. (the "Developer").

WHEREAS, the Developer has submitted a Final Plat (the "Plat"), North Star Subdivision (the "Development" or "Property"), attached hereto as **Exhibit A** and incorporated herein by reference. Said Plat has been reviewed and approved by the City Council of the City of Brighton; and

WHEREAS, North Star Equities, L.L.C. is the owner of a 1.59-acre parcel of land, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof; and

WHEREAS, the City's development regulations require that the public improvement obligations be guaranteed in a form acceptable to the City; and

WHEREAS, the City's development regulations require the Developer to execute a development agreement with the City relative to improvements related to the Development;

NOW THEREFORE, in consideration of the foregoing Agreement, the City and the Developer (the "Parties") hereto promise, covenant, and agree as follows:

SECTION 1
DEFINITIONS

Definitions. The following terms and definitions shall apply to this Development Agreement and the exhibits and attachments hereto. If there is a conflict between the following definitions and a specific provision of the Development Agreement or any exhibit or attachment, the more restrictive shall apply.

"Benefited landowner" for reimbursement purposes means the landowner or developer that will directly benefit by the availability of an off-site public improvement constructed pursuant to this Development Agreement for connection, protection and/or service for the proposed development of the benefited property, whether connected or not, and but for its prior construction the benefited landowner would have been required to build the public improvement.

The term, ”Civil Engineering Documents” includes civil plans, construction plans, or any combinations thereof with drawings replacing the word “Plans,” and shall mean any graphic representation of the following: demolition plans, grading plans, drainage plans, water system plans, sanitary sewer plans, streets plans, or any combination thereof. This list is not exhaustive in nature and should include any plans and reports included in the civil engineering scope.

The term, “Common-Interest Management Association” means a ‘Unit Owners’ Association created pursuant to Article 33.3, of Title 38, C.R.S. *Colorado Common Interest Ownership Act*, including a Home Owners Association (HOA) or other entity established for the purpose of owning and maintaining privately owned common-interest areas and infrastructure that are not maintained by individual property owners or the City. These common areas may include recreational amenities, parks, walkways, trails, drainage facilities, common area landscape tracts, subdivision signs, common area fencing, or any other privately owned common-interest areas and infrastructure that are not owned and maintained by individual property owners or the City. Common-Interest Management Associations may also provide common-interest services such as mail kiosks, trash collection, snow plowing, and other common-interest services that are not performed by individual property owners or the City.

“Completion of Construction” means the date the City has certified in writing that all three of the following have occurred:

a) Construction is complete in accordance with the construction specifications and the requirements of this Development Agreement;
b) The City has issued Final Acceptance; and
c) The City can full occupy or utilize the work for the purpose for which it is intended.

“Construction permit” as used in this Development Agreement and the attachments hereto includes building permits, infrastructure permits, temporary use permit, and permits for grading, excavating, drainage, erosion and sediment control and the moving of structures.

“Costs” and “actual costs” as used to determine the costs of required Public Improvements, reimbursement agreements and shared reimbursement agreements means the actual costs of the improvement(s) including the cost of design and construction of the improvement(s), including the cost of over-sizing of utilities, and an adjustment for the current interest rate during the cost recovery period of the reimbursement agreement. The cost must be:

a) Reasonable, i.e., the cost is generally recognized as necessary for the performance of the project and is one that a prudent person would consider reasonable given the same set of circumstances;
b) It must be allocable to the applicable improvement project, i.e., the cost is incurred for the benefit of only one project or the item can be easily assigned to multiple benefiting projects; and,
c) A specific project may only be charged that portion of the cost which represents the direct benefit to that project.

The term "costs" or "actual costs" shall not include indirect costs for overhead, administration and general staff expenses, equipment rental, maintenance, and similar expenses.

"Developer" means the landowner, person, firm, partnership, joint venture, Limited Liability Company, association, corporation, construction agent or other agent who has applied for approval of land development as reflected in this Development Agreement and the attachments hereto.

SECTION 2
GENERAL CONDITIONS

2.1 **Development Obligation.** Developer shall be responsible for the performance of the covenants set forth herein.

2.2 **Development Impact Fees and Other Fees.** Developer shall pay all fees related to development of the property described in the Plat(s) at the time of issuance of a building permit for any or all portions of the Development. The amount of the fees shall be the amount in effect at the time construction permits are issued. Any amendment to the kinds of fees or the amounts of said fees enacted by the City after the date of this Agreement are incorporated into this Agreement as if originally set forth herein.

2.3 **Schedule of Improvements.** For this Agreement, the term "Schedule of Improvements" and/or "Phasing Plan(s)" shall mean a detailed listing of all of the Public Improvements, the design, construction, installation, and phasing of which is the sole responsibility of the Developer. The "Schedule of Improvements" may be divided into Phases of the approved Final Plat(s) for the Development, and shall specify, as to each improvement listed below, the type, size, general location, and estimated cost of each improvement and the development Phase in which the Public Improvement is to be built:

- Water Lines
- Sanitary Sewer Lines
- Storm Sewer Lines
- Drainage Retention/Detention Ponds
- Streets/Alleys/Rights-of-Way
- Curbs/Gutters
- Sidewalks
- Bridges and Other Crossings
- Traffic Signal Lights
- Street Lights
- Signs
- Fire Hydrants
- Guard Rails
- Neighborhood Parks/Community Parks
- Open Space
- Trails and Paths
- Street Trees/Open Space and/or Common Area Landscaping
- Irrigation Systems

- Wells
- Fencing/Retaining Walls
- Parking Lots
- Permanent Easements
- Land Donated and/or Conveyed to the City
- Value of Land Beneath All Infrastructure Improvements
- Value of Water Donated and/or Conveyed to the City

2.4 **Engineering Services.** Developer agrees to furnish, at its sole expense, all necessary engineering services and civil engineering documents relating to the design and construction of the Development and the Public Improvements set forth in the Schedule of Improvements and/or Phasing Plan(s) described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Improvements" and/or the "Schedule of Public Improvements" and/or the "Phasing Plan(s)"). Said engineering services shall be performed by, or under the supervision of, a Registered Professional Engineer, or a Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for Public Improvements as established and approved by the City as of the date of submittal to the City.

2.5 **Construction Standards.** Developer shall construct all Improvements required by this Agreement, and any other Improvements constructed in relation to the Development, in accordance with the plans and specifications approved in writing by the City, and with the approved Final Plat(s), and in full conformity with the City's construction specifications applicable at the time of construction plan approval.

2.6 **Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the City, or approvals required of the City in connection with this Agreement, shall be submitted to or rendered by the City Manager or the Manager's designee, who shall have general responsibility for coordinating development with the Developer.

2.7 **Plan Submission and Approval.** Developer shall furnish to the City complete civil engineering documents and plans for all Improvements to be constructed in each Phase of the Development, as defined in Section 1.16 below, and obtain approval of the plans for each Phase prior to commencing any construction work thereon. The City shall issue its written approval or disapproval of said plan as expeditiously as reasonably possible. Said approval or disapproval shall be based upon standards and criteria for public improvements as established and approved by the City, and the City shall notify Developer of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the City prior to construction.

2.8 **Construction Acceptance and Warranty.** No later than ten (10) days after construction of Public Improvements is completed, Developer shall request inspection of the Improvements by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without approval of the Developer. At the time of said request, and as a condition thereof, the Developer shall submit to the City a revised and updated Schedule of Improvements,

delineating all modifications to the original Schedule of Improvements and specifying the actual costs, rather than the estimated costs, of all the completed Improvements listed on the Schedule of Improvements, including satisfactory documentation to support said actual costs. Developer shall provide "as built" drawings and a certified statement of construction costs no later than thirty (30) days after Improvement is completed, or prior to a reduction in financial guarantee, whichever occurs earlier. If Developer has not completed the Improvements on or before the completion dates set forth in the Phasing Plan and/or Schedule of Public Improvements provided for in Section 2.16 herein, the City may exercise its rights to secure performance as provided in Section 10.1 of this Agreement. If the Improvements completed by Developer are satisfactory, the City shall grant "construction acceptance," which shall be subject to final acceptance as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction, or other work required to receive "construction acceptance." Developer shall complete the work within thirty (30) days of said notice, weather permitting. After Developer completes the repairs, replacements, construction, or other work required, Developer shall request of the City a re-inspection of such work to determine if construction acceptance can be granted, and the City shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, construction, or other work required within thirty (30) days of said notice, the City may exercise its right to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule re-inspections, depending upon the scope of deficiencies: **No Residential Building Permits shall be issued by the Administrative Division of the Community Development Department prior to Construction Acceptance of Public Improvements unless expressly permitted in Exhibit G of this document. Notwithstanding the foregoing, residential building permits may be issued for individual Phases in which the only remaining Improvements to be completed are detached sidewalks and/or final asphalt lift for streets within that Phase, provided that a sufficient improvement guarantee is in place for these remaining Improvements. No Commercial Building Certificates of Occupancy shall be issued by the Administrative Division of the Community Development Department prior to Construction Acceptance of Public Improvements unless expressly permitted in Exhibit G of this document.**

2.9 **Maintenance of Improvements.** For a one (1) year period from the date of Construction Acceptance of any Improvements related to the Development, Developer shall, at its own expense, take all actions necessary to maintain said Improvements and make all needed repairs and replacements, which, in the reasonable opinion of the City, shall become necessary. If within thirty (30) days after Developer's receipt of written notice from the City requesting such repairs or replacements the Developer has not completed such repairs, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement.

2.10 **Final Acceptance.** At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer

shall request a "final acceptance" inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of "final acceptance." If any mechanic's liens have been filed with respect to the public Improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens.

2.11 **Reimbursement to the City.** The City may complete construction, repairs, replacements, testing, maintenance or other work for Developer, pursuant to Sections 2.8, 2.9 or 2.10 of the Agreement, with funds other than the Improvements Guarantee, in which event Developer shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City. If Developer fails to so reimburse the City, the Developer shall be in default of the Agreement and the City may exercise its rights under Section 10.1 of this Agreement.

2.12 **Testing and Inspection.** Developer shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, and shall furnish copies of test results to the City, on a timely basis, for City review and approval prior to commencement or continuation of that particular phase of construction. In addition, at all times during said construction, the City shall have access to inspect the materials and workmanship of said construction. All materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications. All work shown on the approved Public Improvements Plans requires inspection by the appropriate department, such as the Streets & Fleet and Utilities Departments. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 5:00 p.m., throughout the year. During the hours listed above, inspections shall be scheduled by 4:00 p.m. of the day prior to the requested inspection day. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance for approval. All requests for after-hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, the Developer shall reimburse the City for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed after the hours listed above.

2.13 **Improvement Guarantees.** Developer shall submit to the City an Improvement Guarantee for all Public Improvements related to each phase of the Development, as listed in Section 2.3 above and specified in Exhibit B. Said guarantee may be in cash, bond, or a letter of credit in a format provided by the City. Infrastructure permits shall be issued for only that phase of the Development for which said guarantees have been furnished. The total amount of the guarantee for each phase of development shall be calculated as a percentage of the total estimated cost, including labor and materials, of all Public Improvements to be constructed in said phase of the Development as described in **Exhibit B**. The total minimum amounts are as follows:

A. Prior to City approval of Public Improvements Construction Plans – 115%
B. Upon Construction Acceptance prior to Final Acceptance – 15% of actual costs
C. After Final Acceptance – 0%

2.14 In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued, pursuant to this Agreement, if Developer fails to comply with the Improvement Guarantee, and to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the City draws on the guarantee to correct deficiencies and complete any Improvements, any portion of said guarantee, not utilized in correcting the deficiencies and/or completing the Improvements, shall be returned to Developer within thirty (30) days after said Final Acceptance. In the event the Improvement Guarantee expires, or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of the Improvements and related construction as reasonably determined by the City to be greater than the amount of the security provided, then the City shall furnish written notice to the Developer of the condition, and within thirty (30) days of receipt of such notice, the Developer shall provide the City with a substituted qualifying Improvements Guarantee or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 2.13. If such an Improvement Guarantee is not submitted or maintained, then Developer is in default of this Agreement and is subject to the provisions of Section 10.1 of this Agreement, as well as the suspension of the development activities by the City, including but not limited to the issuance of construction permits of any kind including infrastructure permits, building permits, construction or final acceptance, or certificates of occupancy or completion.

2.15 **Indemnification and Release of Liability.** Developer agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants and to pay any and all judgments rendered against the City and/or said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors, and to pay to the City and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees incurred in defending any such suit, action, or claim; provided, however, that Developer's obligation herein shall not apply to the extent said action, suit, or claim results from any negligent or willful acts or omissions of officers, employees, agents or servants of the City or the conformance with the requirements imposed by the City. Said obligation of Developer shall be limited to suits, actions, or claims based upon conduct prior to "final acceptance" by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development is done in furtherance of the general public's health, safety, and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such approval. The parties hereto understand and agree that the City of Brighton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the City of Brighton, its officers or its employees.

2.16 **Insurance OSHA.** Developer shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors

engaged in the construction of Improvements are covered by adequate workmen's compensation insurance and public liability insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.17 **Phasing.** For purposes of this Agreement, the term "Phase" refers to a designated portion of property in the Development within which construction of all or designated Public Improvements specified in Section 2.3 above and set forth in Exhibit B, attached hereto, will be constructed as required in this Agreement. It is anticipated that the Development will be developed sequentially, in Phases, including the Public Improvements specified in **Exhibit B**. The City hereby approves Developer's Phasing Plan for the Public Improvements, which is a part of the attached **Exhibit B**. The completion of each Phase of the Development, including public and private Improvements, shall be in accordance with said Phasing Plan and completion schedules, or City-approved modifications thereof. All modifications shall be in writing and signed by the City Manager or the Manager's designee.

2.18 **Water Dedications.** See **Exhibits E & F** attached hereto**.**

SECTION 3
CONSTRUCTION OF IMPROVEMENTS

2.1 **Rights-of-way, and Easements.** Before City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, and convey to the City all necessary land, rights-of-way and easements required by the City for the construction of the proposed Improvements related to the Development. All such conveyances shall be free and clear of liens, taxes, and encumbrances except for ad valorem real property taxes for the current year and thereafter and shall be by Special Warranty Deed in form and substance acceptable to the City Attorney. The City at the Developer's expense shall record all title documents. The Developer shall also furnish, at its own expense, an ALTA title policy, for all interest(s) so conveyed, subject to approval by the City Attorney.

2.2 **Construction.** Developer shall furnish and install, at its own expense, all of the Improvements listed on the "Schedule of Improvements" attached as **Exhibit B**, in conformance with the civil drawings, plans, and specifications approved by the City prior to construction and the applicable ordinances, regulations and specifications of the City. If Developer does not meet the above obligations, then Developer shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of the Agreement.

2.3 **Utility Coordination and Installation.** In addition to the Improvements described in **Exhibit B**, Developer shall also be responsible for coordination of, and payment for, and the installation of on-site and off-site electric, street lights, natural gas, telephone, and other utilities. All utilities shall be placed underground, to the extent required by City Code or other applicable law.

2.4 **Reimbursement-City.** In the event that the City constructs transportation, water, sewer or drainage infrastructure Improvements that benefit a Developer or Development the City will require reimbursement for the cost of the project. Property owners, Developers,

and/or other persons submitting plats or development plans that are adjacent to or directly benefiting from these Improvements shall pay the required sums to the City before a final plat for any portion of their property is approved or recorded.

2.5 **Reimbursement-Developer.** To the extent that Public Improvements are constructed by a Developer, that will benefit landowners, developers, and persons other than the Developer, the City, for a period of fifteen (15) years following the issuance of Final Acceptance of such improvements, will withhold approval and recording of subsequent final plats of other benefited landowners, developers, and persons pending reimbursement payment or reimbursement agreement for a pro rata reimbursement to the Developer. All costs for the construction of the improvements must be fully paid by the Developer before the Developer is entitled to reimbursement under any agreement established hereunder. The actual costs of the improvement(s) includes the actual cost of design and construction of the improvement(s), including the cost of over-sizing of utilities, and an adjustment for the current interest rate during the cost recovery period of the reimbursement agreement. The amount of the reimbursement to be paid shall not exceed the actual cost of the improvement(s) paid by the Developer, plus reasonable interest, as agreed to by the City and the Developer.

A. After the improvements are constructed by the Developer and Final Acceptance is issued by the City, the Developer shall submit to the City Manager, or the Manager's designee, within ninety (90) days from Final Acceptance for review and approval, documentation of the actual costs of these off-site improvements and a proposed plan for recovery of those costs, including the following:
    1. Final invoices from all contractors, subcontractors, engineers, architects, and consultants, which contain a description of work done, prices, fees, and all charges invoiced and paid for by the Developer, unless previously submitted;
    2. Copies of paid receipts or other satisfactory evidence of payment of the costs claimed for the improvement(s), unless previously submitted;
    3. A verified statement from the Developer and/or contractor, subcontractor, engineer, architect, or consultant certifying that final payment has been paid and/or received;
    4. As-built map or plan satisfactory to the City which shows:
        a. The location of the improvement(s) as constructed, unless previously submitted;
        b. The name and address of the owner of each property which the Developer asserts has or will be benefited by the improvement(s);
        c. The amount of frontage each property has adjacent to the improvement(s);
        d. The acreage and parcel number of each property, which the Developer asserts has or will be benefited by the improvement(s);
        e. A reference to the book and page and/or reception number from the Adams records where the information for each property was obtained;

f. A proposed manner by which the actual costs of the improvement(s) will be determined for reimbursement by the owners and/or developers of the benefited properties; and
g. Any other information deemed necessary by the City Manager, or the Manager's designee.

5. If the foregoing information is not submitted by the Developer within the ninety (90) days after Final Acceptance, then all rights and claims for reimbursement shall be deemed waived, and reimbursement will thereafter be denied. If the information is submitted in a timely manner, the City Manager, or the Manager's designee, will review it and, if approved as submitted or modified by the City Manager, shall prepare a reimbursement agreement to be signed by the Developer and the City Manager. If the Developer fails or refuses to sign the reimbursement agreement with the City within thirty (30) days of preparation by the City Manager, then all rights and claims for reimbursement shall be deemed waived, and reimbursement will thereafter be denied.

B. The City Manager, or the Manager's designee, will review the reimbursement materials and plan for reasonableness and appropriateness of the costs claimed and the proposed cost recovery plan, and may request further documentation for any such costs. The City Manager, or the Manager's designee, may make such adjustments, as the Manager or the Manager's designee, in their sole discretion, determines to be necessary if the costs are deemed to be in excess of reasonable and necessary costs at then prevailing rates and/or the proposed cost recovery plan is not appropriate or reasonable. If the City Manager, or the Manager's designee, does not notify the Developer in writing of any adjustments thereto within thirty (30) days after the materials and proposed plan were submitted, or if backup documentation is requested within thirty (30) days, within thirty (30) days after the requested back up documentation is submitted, then the costs and the recovery plan will be deemed approved as submitted and a reimbursement agreement shall be prepared and executed as provided in subsection 5. above.

C. The reimbursement agreement shall include, but not be limited to:
    1. A description of the improvement(s) for which the Developer will be reimbursed;
    2. A recitation of all reimbursable costs;
    3. A list of properties, owners and descriptions that are or will be benefited by the improvement(s);
    4. The manner or formula that will be applied to determine the amount of reimbursement owed by the owners or developers of benefited properties;
    5. Property owners and/or developers submitting plats or development plans for the identified benefited properties shall pay the required sums directly to the Developer before a final plat for any portion of their property is approve or recorded;
    6. The City agrees not to approve a proposed development, approve or record a final subdivision plat, or issue a building permit for an identified

benefited property until the payments are made to the Developer or a reimbursement agreement between the original Developer and benefited landowner, developer or other person has been executed, but assumes no responsibility therefore and hereby assigns to Developer the right, if any, for collecting the reimbursements from the benefited property owners and/or developers. If the benefited landowner, developer or other person fails or refuses to pay the reimbursement costs or execute the reimbursement agreement which reflects the reimbursement agreement terms within sixty (60) days of submission of the agreement, no further approvals shall be granted by the City as more specifically set forth in Sections 3.4 and 3.5.

7. The term of any reimbursement agreement, established hereunder, shall not exceed fifteen (15) years from Final Acceptance, regardless of whether or not the original costs have been fully reimbursed;
8. The books and records of the Developer, relating to the actual costs of the improvement(s) for which the Developer seeks reimbursement, shall be open to the City at all reasonable times for the purpose of auditing and verifying the Developer's costs.

D. The Developer will be responsible for notifying all property owners who will be affected by the reimbursement agreement, by regular mail, postage prepaid, that a reimbursement request, which may affect their property, has been submitted to the City Manager within 30 days of submission of the request to the City Manager.

E. It is the responsibility of the Developer or its successors or assigns to notify the City in writing of any changes in address for notices and other matters under Section 3.5 of this Agreement.

F. Upon receipt of an application for development of a benefited property, the City shall mail a notice of application for development, building permit or final plat, to the Developer of record of the public improvements, or assigns by regular mail using the Developer, its successors or assigns last known address provided to the City. If no response is received within thirty (30) days after the date of the notice, the City shall be authorized to approve the application for development, building permit, or final plat and release the owner, or developer, or other person of the benefited property from further reimbursement obligations, and the Developer of record of the public improvements, it's successor or assigns will forfeit all rights to reimbursement from the benefitted owner and/or developer of the specified property.

2.6 <u>Reimbursement - Benefitted Property.</u> Construction of shared improvements and related facilities may be achieved according to a reimbursement agreement whereby owner(s) of property abutting or benefited by such improvements agree to reimburse the Developer for their pro rata share of Developer's costs to extend improvements which benefit such property, in a form and content acceptable to the City Manager or the Manager's designee.

A. The Developer agrees to use its best efforts and work in good faith to reach an agreement regarding reimbursement for such shared improvements, and assumes

sole responsibility for the administration and reimbursement/collection of any and all moneys payable under shared improvements reimbursement agreement(s). A fully executed shared improvements reimbursement agreement shall be a condition precedent to the City's approval of an application for development, building permit, or approval and recording of a final plat, related to the benefitted property subject to such reimbursement agreement(s).

B. If the Developer is unable to secure a fully executed, shared improvements reimbursement agreement prior to the issuance of Final Acceptance, the City may set the amount of the reimbursement obligation as provided in Section 3.5 of this Agreement.

C. The cost recovery period in a shared improvement reimbursement obligation shall not exceed fifteen (15) years following the Final Acceptance of such improvement(s).

SECTION 4
STREET IMPROVEMENTS

3.1 **Definitions.** For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way, such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping, and drainage improvements.

3.2 **Street Signs, Traffic Signs and Striping.** The Developer will install, at the Developer's expense, street name signs on local, collector, and arterial streets, and stop signs, speed limit, and other signs on local streets. Developer shall install, at its expense, signs and striping on collector and arterial streets in a manner reasonably approved by the City and in accordance with the CDOT Manual on Uniform Traffic Control Devices (MUTCD), as from time to time amended, and other applicable legal requirements.

3.3 **Streets.** All internal and external streets shall be constructed in accordance with the City of Brighton's approved *Transportation Master Plan and Public Works Standards and Specifications*, as the same be amended from time to time, and the approved construction Plans, and shall be constructed in accordance with the Public Improvements Phasing Plan, as set forth in **Exhibit B**.

SECTION 5
PUBLIC LAND CONVEYANCE AND LANDSCAPING

5.1 **Public Land Conveyance.** Developer shall convey to the City all lands for public use as shown in the Final Plat(s), such as described in **Exhibit D**. Such lands for public use shall be as set forth on the Final Plat for all or any portion of the Development approved by the City and before any such Final Plat is recorded. No Final Plat(s) shall be recorded or implemented until said conveyance is complete. Said conveyances shall be by special warranty deed in form and substance satisfactory to the City Attorney. As part of its application for a final plat for all or any portion of the Development, the Developer shall also furnish, at its own expense, an ALTA title commitment, for all interest(s) to be conveyed, subject to approval by the City Attorney,. The City shall accept for public use only those lands which, pursuant to the title commitment, are free and clear of all liens, taxes, and encumbrances, except for ad valorem real property taxes for the current year and thereafter. The City shall not accept lands for public use with encumbrances, either surface or underground, as revealed on the title commitment or upon physical inspection, which limit the property for its intended public use. The Developer shall, at its sole expense, cause a title policy in conformance herewith to be delivered to the City at the time of the conveyance.

5.2 **Landscape Improvements.** For public lands and rights-of-way, Developer shall furnish to the City complete final landscape and irrigation plans for each Phase of development and obtain approval by the City Manager or the Manager's designee prior to commencement of construction**.**

SECTION 6
WATER MAINS

5.1 **Specifications.** All water mains, lines, and appurtenances thereto shall be constructed and installed, at the minimum, pursuant to City-approved plans, specifications, and the Schedule of Improvements, attached hereto as **Exhibit B**, including both on-site and off-site improvements.

SECTION 7
SEWER LINES

6.1 **Specifications.** All sewer lines and appurtenances thereto shall be constructed and installed, at the minimum, pursuant to City-approved plans, specifications and the Schedule of Improvements, attached hereto as **Exhibit B**, including both on-site and off-site improvements.

SECTION 8
OTHER IMPROVEMENTS

7.1 **Street Lights.** The total cost of street light installation, as shown on the approved construction plans for the Development, shall be the Developer's obligation. Developer shall cause, at its own expense, United Power, or the applicable utility company, to install all required street lighting pursuant to City plans and specifications. Said streetlights shall be consistent with the City standard streetlight and shall be installed concurrently with the streets on which they are located unless otherwise approved or required by the City.

7.2 **Drainage and Stormwater Improvements.**

Drainage and stormwater improvements, both on-site and off-site, required to provide for, and proper to reasonably regulate, stormwater facilities for the proper drainage and control of flood and surface waters within the Development in order that storm and surface water may be properly drained and controlled, pollution may be reduced, and the environment protected and enhanced, shall be constructed by Developer pursuant to Chapter 14, *Storm Drainage*, BMC, all applicable state and federal stormwater regulations, as additionally described in **Exhibit H.** City-approved plans, specifications and the Schedule of Improvements, attached hereto as **Exhibit B.** Developer shall initiate no overlot grading until the City approves drainage improvement plans in writing and a permit is issued therefore. Drainage improvements shall not cause any damage to adjacent or downstream properties resulting from erosion, flood, or environmental impact during construction and/or after construction completion. Drainage improvements not constructed by the Developer and specific for each lot shall be constructed by the owner of said lot, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the City's then-existing drainage, stormwater and floodplain regulations.

7.3 **Stormwater Management During Construction.** The Development shall be constructed in accordance to City of Brighton Municipal Code Chapter 14-2 Storm Drainage Ordinance and all applicable State and Federal stormwater regulations, as additionally described herein.

7.4 **Exhibit H. Post-Construction Stormwater Management.** Post construction stormwater management by the Developer shall comply with Chapter 14-8 Storm Drainage BMC, as additionally described in **Exhibit H and attachments H1-H4**. All private drainage facilities shall be operated, repaired, maintained, and replaced by the Developer according to the Maintenance Agreement for Private Drainage Structures, Exhibit H and attachments H1-H4, to ensure facilities continue serving their intended function in perpetuity, unless or until the City relieves the Developer of that responsibility in writing. The Developer shall ensure access to drainage facilities at the site for the purpose of inspection and repair.

SECTION 9
SPECIAL PROVISIONS

9.1 **Special Provisions.** Special provisions regarding the Development are described in **Exhibit G** of this Agreement, attached hereto and incorporated herein by this reference.

SECTION 10
MISCELLANEOUS TERMS

9.1 **Breach of Agreement.** In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants, and undertakings of this Agreement, or any provisions of the Brighton Municipal Code related to development, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Developer by the City, unless the City in writing and in its sole discretion designates a longer period, then the City may draw upon the Improvement Guarantee and complete the Improvements at the Developer's expense. The Developer's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to the Developer will specify the conditions of default. In the event that no Improvement Guarantee has been posted, or the Improvement Guarantee has been exhausted or is insufficient, the City has the right to begin work on the Improvements at the expense of the Developer. If the City determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee and may complete the Improvements at Developer's expense. If in the event the Improvement Guarantee is not available or is in an insufficient amount, the City shall use its best efforts to notify Developer at the earliest practical date and time. The City may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional infrastructure permits, building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or inequity, which may be appropriate under City, state, or federal law. Failure to timely complete construction of Improvements, which is solely due to inclement weather, shall not be considered a breach of this Agreement. All costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer, shall be the responsibility of the Developer. The City may deduct these costs from the Improvement Guarantee and seek indemnification and reimbursement from the Developer if the Improvements Guarantee does not cover the same.

9.2 **Recording of Agreement.** The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder in **Adams**, Colorado, and the City shall retain the recorded Agreement.

9.3 **Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to benefit of and be binding upon the successors and assigns of the parties hereto.

9.4 **Assignment, Delegation and Notice.** Developer shall provide to the City for approval written notice of any proposed transfer of title to any portion of the Property and of the Development Agreement obligations to any successor, as well as arrangements, if any, for delegation of the Improvement obligations hereunder. Developer and its successors and assigns shall, until written City approval of the transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement.

9.5 **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

9.6 **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City: City of Brighton City Manager 500 South 4th Avenue Brighton, CO 80601	Developer: Theodore R. Shipman North Star Equities, L.L.C. Manager 8301 E Prentice Avenue Suite 100 Greenwood Village, CO 80111
With a copy to: Margaret R. Brubaker, Esq. Mehaffy Brubaker & Ernst, LLC City Attorney 500 South 4th Avenue Brighton, CO 80601	With a copy to: Theodore J. Shipman North Star Equities, L.L.C. Project Manager 8301 E Prentice Avenue Suite 100 Greenwood Village, CO 80111

or to such other address or the attention of such person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

9.7 **Force Majeure.** Whenever Developer is required to complete construction, maintenance, repair, or replacement of improvements by an agreed-upon deadline, the time for performance shall be extended for a reasonable period if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.

9.8 **Approvals.** Whenever approval or acceptance of a matter is required or requested of the City, pursuant to any provisions of the Agreement, the City shall act reasonably in responding to such matter.

9.9 **Previous Agreements.** All previous written and recorded agreements between the Parties, their successors, and assigns, including, but not limited to, any amended and restated Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

9.10 **Title and Authority.** Developer warrants to the City that it is the record owner for the Property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant having full power and authority to enter into this Agreement.

9.11 **Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Developer or any agent thereof, any provision of the Agreement is held to be violate of the city, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

9.12 **Agreement Status After Final Acceptance.** Upon Final Acceptance by the City of all improvements and compliance by Developer with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, and the applicable statute of limitations has tolled for any potential claim, this Agreement shall no longer be in effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

[Signatures begin on the next page]

DEVELOPER:

_____
By: Theodore R. Shipman, Manager

STATE OF COLORADO)
) ss.
ADAMS OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

_____
By:

WITNESS my hand and official seal:

_____
Notary Public

My commission expires: _____

CITY OF BRIGHTON, COLORADO

_____
By: Richard N. McLean, Mayor

ATTEST:

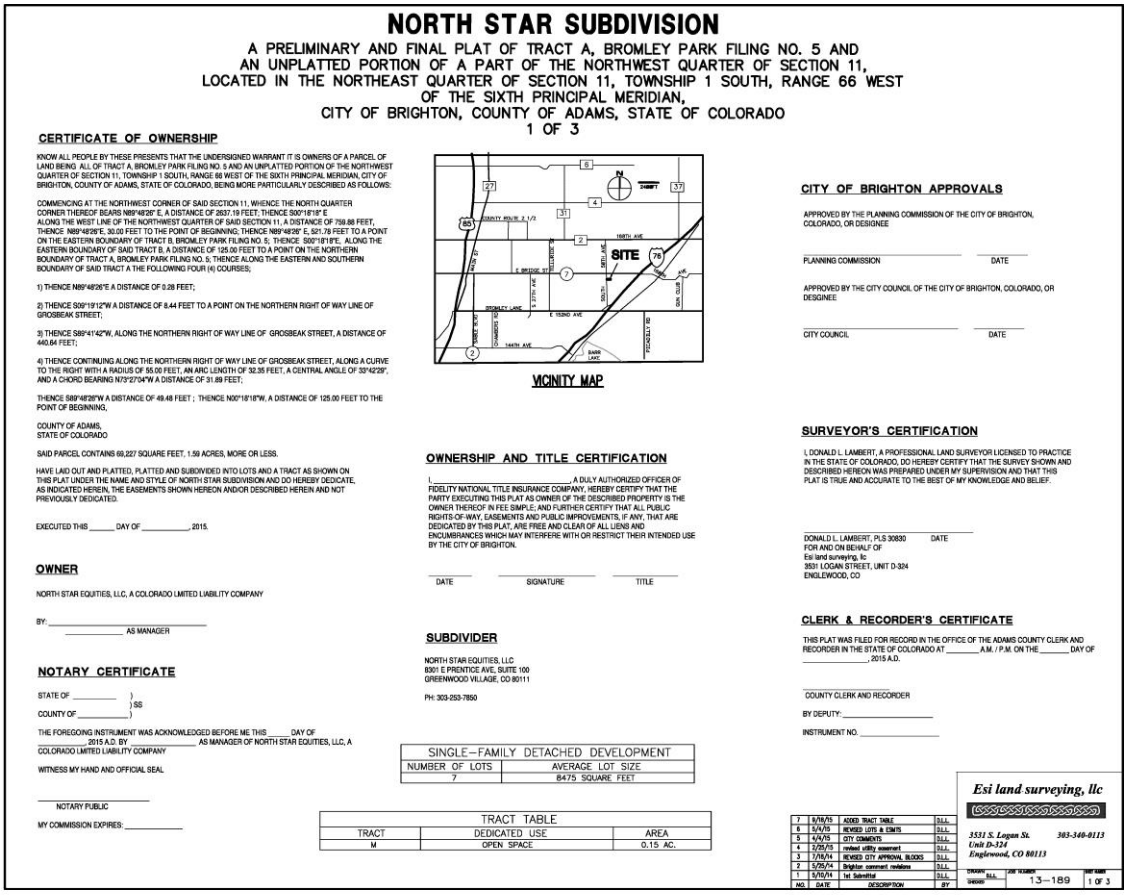
_____
Natalie Hoel, City Clerk

Approved as to Form:

_____
Margaret R. Brubaker, Esq., City Attorney

EXHIBIT A

NORTH STAR SUBDIVISION



NORTH STAR SUBDIVISION

A PRELIMINARY AND FINAL PLAT OF TRACT A, BROMLEY PARK FILING NO. 5 AND AN UNPLATTED PORTION OF A PART OF THE NORTHWEST QUARTER OF SECTION 11, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

1 OF 3

CERTIFICATE OF OWNERSHIP

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT IT IS OWNERS OF A PARCEL OF LAND BEING ALL OF TRACT A, BROMLEY PARK FILING NO. 5 AND AN UNPLATTED PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°48'26" E, A DISTANCE OF 2637.19 FEET; THENCE S00°18'18" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 759.88 FEET, THENCE N89°48'26"E, 30.00 FEET TO THE POINT OF BEGINNING; THENCE N89°48'26" E, 521.78 FEET TO A POINT ON THE EASTERN BOUNDARY OF TRACT B, BROMLEY PARK FILING NO. 5; THENCE S00°18'18"E, ALONG THE EASTERN BOUNDARY OF SAID TRACT B, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTHERN BOUNDARY OF TRACT A, BROMLEY PARK FILING NO. 5; THENCE ALONG THE EASTERN AND SOUTHERN BOUNDARY OF SAID TRACT A THE FOLLOWING FOUR (4) COURSES;

1) THENCE N89°48'26"E A DISTANCE OF 0.28 FEET;

2) THENCE S09°13'12"W A DISTANCE OF 8.44 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF GROSBEAK STREET;

3) THENCE S85°41'42"W, ALONG THE NORTHERN RIGHT OF WAY LINE OF GROSBEAK STREET, A DISTANCE OF 440.64 FEET;

4) THENCE CONTINUING ALONG THE NORTHERN RIGHT OF WAY LINE OF GROSBEAK STREET, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 32.35 FEET, A CENTRAL ANGLE OF 33°42'29", AND A CHORD BEARING N73°27'04"W A DISTANCE OF 31.89 FEET;

THENCE S89°48'26"W A DISTANCE OF 49.48 FEET ; THENCE N00°18'18"W, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO

SAID PARCEL CONTAINS 69,227 SQUARE FEET, 1.59 ACRES, MORE OR LESS.

HAVE LAID OUT AND PLATTED, PLATTED AND SUBDIVIDED INTO LOTS AND A TRACT AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF NORTH STAR SUBDIVISION AND DO HEREBY DEDICATE, AS INDICATED HEREIN, THE EASEMENTS SHOWN HEREON AND/OR DESCRIBED HEREIN AND NOT PREVIOUSLY DEDICATED.

EXECUTED THIS _____ DAY OF _____, 2015.

OWNER

NORTH STAR EQUITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
_____ AS MANAGER

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2015 A.D. BY _____ AS MANAGER OF NORTH STAR EQUITIES, LLC; A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

VICINITY MAP

OWNERSHIP AND TITLE CERTIFICATION

I, _____, A DULY AUTHORIZED OFFICER OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, HEREBY CERTIFY THAT THE PARTY EXECUTING THIS PLAT AS OWNER OF THE DESCRIBED PROPERTY IS THE OWNER THEREOF IN FEE SIMPLE; AND FURTHER CERTIFY THAT ALL PUBLIC RIGHTS-OF-WAY, EASEMENTS AND PUBLIC IMPROVEMENTS, IF ANY, THAT ARE DEDICATED BY THIS PLAT, ARE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES WHICH MAY INTERFERE WITH OR RESTRICT THEIR INTENDED USE BY THE CITY OF BRIGHTON.

_____ _____ _____
DATE SIGNATURE TITLE

SUBDIVIDER

NORTH STAR EQUITIES, LLC
6301 E PRENTICE AVE, SUITE 100
GREENWOOD VILLAGE, CO 80111

PH: 303-253-7850

SINGLE-FAMILY DETACHED DEVELOPMENT	
NUMBER OF LOTS	AVERAGE LOT SIZE
7	8475 SQUARE FEET

TRACT TABLE		
TRACT	DEDICATED USE	AREA
M	OPEN SPACE	0.15 AC.

CITY OF BRIGHTON APPROVALS

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BRIGHTON, COLORADO, OR DESIGNEE

_____ _____
PLANNING COMMISSION DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, OR DESIGNEE

_____ _____
CITY COUNCIL DATE

SURVEYOR'S CERTIFICATION

I, DONALD L. LAMBERT, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PREPARED UNDER MY SUPERVISION AND THAT THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
DONALD L. LAMBERT, PLS 30830 DATE
FOR AND ON BEHALF OF
Esi land surveying, llc
3531 LOGAN STREET, UNIT D-324
ENGLEWOOD, CO

CLERK & RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ A.M. / P.M. ON THE _____ DAY OF _____, 2015 A.D.

_____
COUNTY CLERK AND RECORDER

BY DEPUTY: _____

INSTRUMENT NO. _____

NO.	DATE	DESCRIPTION	BY
7	8/18/15	ADDED TRACT TABLE	D.L.L.
6	5/4/15	REVISED LOTS & ESMTS	D.L.L.
5	4/4/15	CITY COMMENTS	D.L.L.
4	3/25/15	revised utility easement	D.L.L.
3	7/18/14	REVISED CITY APPROVAL BLOCKS	D.L.L.
2	5/25/14	Brighton comment revisions	D.L.L.
1	5/16/14	1st Submittal	D.L.L.

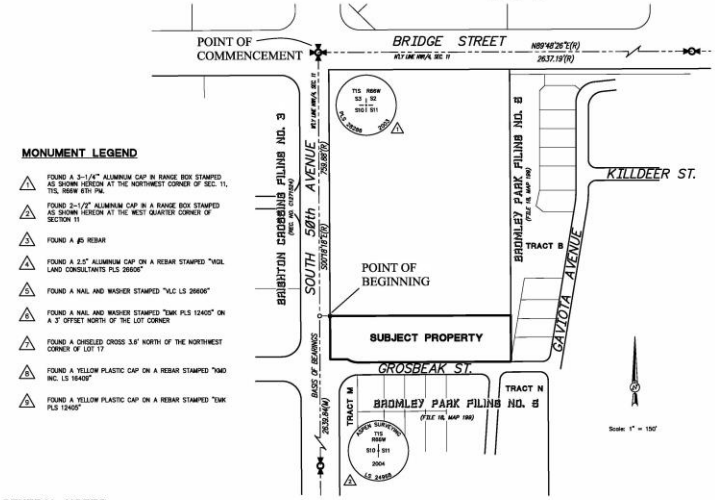
Esi land surveying, llc
3531 S. Logan St. 303-340-0113
Unit D-324
Englewood, CO 80113

DRAWN: D.L.L. JOB NUMBER: 13-189 SHT NMBR: 1 OF 3

NORTH STAR SUBDIVISION

A PRELIMINARY AND FINAL PLAT OF TRACT A, BROMLEY PARK FILING NO. 5 AND AN UNPLATTED PORTION OF A PART OF THE NORTHWEST QUARTER OF SECTION 11, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

2 OF 3



MONUMENT LEGEND

- FOUND A 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED AS SHOWN HEREON AT THE NORTHWEST CORNER OF SEC. 11, T1S, R66W 6TH PM.
- FOUND 2-1/2" ALUMINUM CAP IN A RANGE BOX STAMPED AS SHOWN HEREON AT THE WEST QUARTER CORNER OF SECTION 11
- FOUND A #5 REBAR
- FOUND A 2.5" ALUMINUM CAP ON A REBAR STAMPED "VIGIL LAND CONSULTANTS PLS 26606"
- FOUND A NAIL AND WASHER STAMPED "VLC LS 26606"
- FOUND A NAIL AND WASHER STAMPED "EMK PLS 12405" ON A 3' OFFSET NORTH OF THE LOT CORNER
- FOUND A CHISELED CROSS 3.6' NORTH OF THE NORTHWEST CORNER OF LOT 17
- FOUND A YELLOW PLASTIC CAP ON A REBAR STAMPED "KMD INC. LS 16409"
- FOUND A YELLOW PLASTIC CAP ON A REBAR STAMPED "EMK PLS 12405"

GENERAL NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY FRONTIER SURVEYING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 596-FW68892, DATED NOVEMBER 8, 2013 AT 7:00 A.M., WERE SOLELY RELIED UPON FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD OR OTHER ENCUMBRANCES EFFECTING THE SUBJECT PARCEL.

2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE RECORD BEARING OF S00°18'18"E ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 11, T1S, R66W 6th PM AS PER THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY FOUND AT RECEPTION NO. C0984087 AS FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE.

4. UTILITY EASEMENTS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED OR OTHERWISE DEDICATED PURSUANT TO THE ABOVE GENERAL NOTES ARE HEREBY DEDICATED TO THE CITY OF BRIGHTON.

5. ALL DEDICATIONS AND GRANTS MADE TO THE CITY OF BRIGHTON ARE SUBJECT TO THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE ANNEXATION AGREEMENT AND ALL THE AMENDMENTS THERETO AS EVIDENCED BY THE INSTRUMENTS RECORDED APRIL 13, 1987 IN BOOK 3301 AT PAGE 899, NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 908, NOVEMBER 20, 1995 IN BOOK 4630 AT PAGE 595, JUNE 19, 1996 IN BOOK 4778 AT PAGE 140, AND NOVEMBER 21, 1997 IN BOOK 5183 AT PAGE 219.

6. SALE OF LOTS SHALL NOT BE ALLOWED UNTIL PUBLIC IMPROVEMENTS ARE COMPLETED BY THE DEVELOPER OR FINANCIAL GUARANTEES ACCEPTABLE TO THE CITY HAVE BEEN PROVIDED BY THE DEVELOPER, ALONG WITH FINAL PLAT APPROVAL.

7. A PERMANENT EASEMENT IS HEREBY GRANTED TO THE BROMLEY COMPANIES, LLC, SOUTH BEEBE DRAW METROPOLITAN DISTRICT, AND TO THE BROMLEY PARK METROPOLITAN DISTRICT NO. 3 IN ALL DEDICATED STREET RIGHT OF WAY, EASEMENTS AND TRACTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, STORM DRAINAGE, LANDSCAPING, WATER WELLS AND OTHER FACILITIES.

GENERAL NOTES - CONTINUED

8. UTILITY EASEMENTS: THOSE PORTIONS OF REAL PROPERTY, WITH WIDTHS AS INDICATED, DESIGNATED "U.E." ARE UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO STORM AND SANITARY SEWER, DRAINAGE SWALES, NATURAL GAS LINES, WATER LINES, AND APPURTANCES THERETO, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION , MAINTENANCE AND REPLACEMENT OF SUCH UTILITIES. EASEMENTS AND RIGHTS ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER. UTILITY EASEMENTS GRANTED ON THIS DOCUMENT ARE AS FOLLOWS:

A. UTILITY EASEMENTS, WITH WIDTHS AS INDICATED AND UNLESS OTHERWISE NOTED, ARE HEREBY GRANTED AND LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO ALL PLATTED STREETS. THESE EASEMENTS ARE FOR THE INSTALLATION AND MAINTENANCE OF STREET LIGHTS, VALVES, WATER METERS, FIRE HYDRANTS, MAIL BOXES, SIGNAGE, SIDEWALKS, GAS LINES, ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES. THE GAS LINES HAVE EXCLUSIVE USE OF THE SIX FEET FARTHEST FROM THE STREET RIGHT OF WAY. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT APPROXIMATELY RIGHT ANGLES BUT IN NO EVENT SHALL ANY WATER METERS, VALVES, STREET LIGHTS, POWER POLES, MAIL BOXES, OR OTHER STRUCTURES BE ALLOWED IN THE PORTION OF THE EASEMENT RESERVED FOR GAS LINES. CONCRETE DRIVEWAYS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES.

B. TEN FOOT WIDE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY GRANTED ALONG ALL REAR LOT LINES FOR THE EXCLUSIVE USE OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL WATER METERS OF OTHER STRUCTURES BE ALLOWED IN THE ABOVE DECRIBED AREAS. CONCRETE DRIVEWAYS AND SIDEWALKS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES.

C. FIVE FOOT NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENTS, WITH WIDTHS AS INDICATED, DESIGNATED "D.E." ARE HEREBY GRANTED ALONG EACH SIDE LOT LINE NOT ADJACENT TO A STREET. FENCES, LANDSCAPING WITH SHRUBS, NURSERY STOCK OR OTHER CROPSS, OR ARCHITECTURAL FEATURES MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF OR ACCESS TO SAID EASEMENT. ANY OF THE ABOVE ITEMS THAT OBSTRUCT THE OPERATION OF OR ACCESS TO SAID EASEMENT MAY BE REMOVED BY THE GRANTEE WITHOUT LIABILITY FOR DAMAGES ARISING THEREFROM. ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, WINDOW WELLS, OR FIREPLACE CANTILEVERS MAY ENCROACH UP TO TWO FEET OVER THE EASEMENT. FOUNDATION COUNTERFORTS MAY ENCROACH UP TO FIVE FEET, RPOVIDED THAT THE COUNTERFORT IS CONSTRUCTED THREE FEET BELOW THE TOP OF THE FOUNDATION AND AT A 45 DEGREE DOWNWARD SLOPE FROM A POINT NOT MORE THAN ONE FOOT FROM THE FOUNDATION WALL.

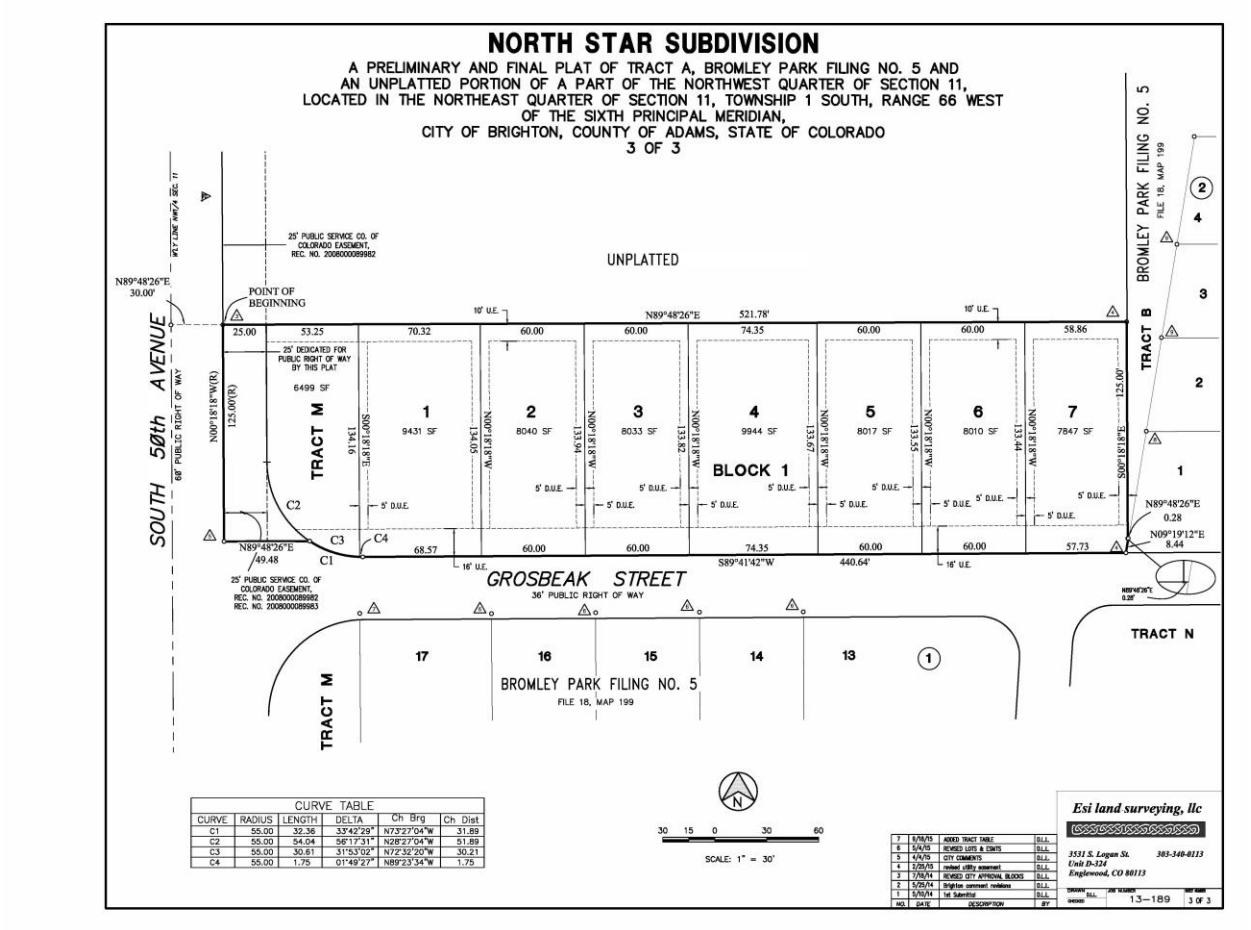
9. THE SINGLE-FAMILY RESIDENTIAL HOMES WILL NEED TO MEET THE RESIDENTIAL DESIGN STANDARDS, SECTION 17-44 OF THE MUNICIPAL CODE.

NO.	DATE	DESCRIPTION	BY
7	9/18/15	ADDED TRACT TABLE	DLL
6	5/4/15	REVISED LOTS & TRACTS	DLL
5	4/4/15	CITY COMMENTS	DLL
4	2/23/15	revised utility easement	DLL
3	7/18/14	REVISED CITY APPROVAL BLOCKS	DLL
2	5/25/14	Brighton comment revisions	DLL
1	5/12/14	1st Submittal	DLL

Esi land surveying, llc

3531 S. Logan St. 303-340-0113
Unit D-324
Englewood, CO 80113

DRAWING No.: 13-189 | SHEET NUMBER: 2 OF 3


NORTH STAR SUBDIVISION
A PRELIMINARY AND FINAL PLAT OF TRACT A, BROMLEY PARK FILING NO. 5 AND
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OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
3 OF 3
UNPLATTED
BROMLEY PARK FILING NO. 5
FILE 18, MAP 199
TRACT B
TRACT M
TRACT N
SOUTH 50th AVENUE
68' PUBLIC RIGHT OF WAY
GROSBEAK STREET
36' PUBLIC RIGHT OF WAY
BLOCK 1
POINT OF BEGINNING
N89°48'26"E 30.00'
N89°48'26"E 521.78'
25' PUBLIC SERVICE CO. OF COLORADO EASEMENT, REC. NO. 2008000089982
25' DEDICATED FOR PUBLIC RIGHT OF WAY BY THIS PLAT
6499 SF
10' U.E.
5' D.U.E.
16' U.E.
1 9431 SF
2 8040 SF
3 8033 SF
4 9944 SF
5 8017 SF
6 8010 SF
7 7847 SF
S89°41'42"W 440.64'
N89°48'26"E 0.28
N09°19'12"E 8.44
CURVE TABLE
CURVE | RADIUS | LENGTH | DELTA | Ch Brg | Ch Dist
C1 | 55.00 | 32.36 | 33°42'29" | N73°27'04"W | 31.89
C2 | 55.00 | 54.04 | 56°17'31" | N28°27'04"W | 51.89
C3 | 55.00 | 30.61 | 31°53'02" | N72°32'20"W | 30.21
C4 | 55.00 | 1.75 | 01°49'27" | N89°23'34"W | 1.75
SCALE: 1" = 30'
Esi land surveying, llc
3531 S. Logan St. Unit D-324 Englewood, CO 80113
303-340-0113
13-189
3 OF 3

EXHIBIT B

SCHEDULE OF PUBLIC IMPROVEMENTS AND PHASING PLAN

[Schedule of Public Improvements begins on the next page]

[Example. To be completed by applicant - engineer's estimate may replace this chart, as long as has same headers]

Type of Improvements	**Quantity/ Length**	**Unit Cost**	**Extended Cost**
Common Area/Perimeter Fencing			
Common Area/Subdivision Signage and Landscaping			
Common Area Landscaping			
Streets			
Alleys			
Curb/Gutter/Sidewalks			
Bridges/Crossings/Culverts			
Guard Rails			
Street Lights			
Traffic Signal Lights			
Signage			
Park Land			
Trails/Paths			
Retaining Walls			
Land donated to City			
Parking Lots			
Permanent Easements (itemized)			
Rights-of-way (itemized)			
Value of Land underneath infrastructure (itemized)			
Fire Hydrants			
Potable Water Lines			
Non-Potable Water Lines			
Irrigation Systems			
Sanitary Sewer Lines			
Storm Sewer Lines			
Retention and Detention ponds donated to City			
Wells			
Value of Water donated to City			
Park Improvements			
Street landscape improvements donated to the City			

EXHIBIT B

SCHEDULE OF PUBLIC IMPROVEMENTS AND PHASING PLAN

Improvements	Quantity	Unit	Unit Cost	Total
Street Lights & Signs				
Street Light	1	EA.	$6,500.00	$6,500.00
"No-Parking" sign	4	EA.	$250.00	$1,000.00
Tract M - Landscape and Trail Improvements				
Concrete Trail (6' wide)	875	SF	$4.00	$3,500.00
Landscaping & Irrigation	5500	SF	$3.00	$16,500.00
TOTAL - Improvements				**$27,500.00**

EXHIBIT C

IRREVOCABLE LETTER OF CREDIT FORM

This is the Irrevocable Letter of Credit which the City of Brighton will accept and shall be due prior to permit issuance. The City will not accept any Letter of Credit forms provided by lending institutions if they do not comply with the provisions of the City's identified Agreements, or if they impose undue restrictions on the City's ability to draw on the Letter of Credit for the purposes stated in the specified Agreement.

LENDER'S
LETTERHEAD

TO: City of Brighton, Colorado
500 South 4th Avenue
Brighton, CO 80601

Letter of Credit #: _____
Issuing Bank:_____
Date of Issue:_____
Expiration Date:_____
Amount:_____

Greetings:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of _____dollars ($_____), which is available against presentation of your draft or drafts drawn on us at sight for the account of _____(Developer/Customer), to guarantee the construction of the required improvements, warranties, and satisfactory compliance of _____ (Developer/Customer) with the terms and conditions of the Agreement between the City and the Developer/Customer.

Partial drawings are permitted.

The sole condition for payment of any draft drawn under this Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the City Manager, stating the (Developer/Customer), its successor, transferee, or assign, has failed to perform in accordance with the _____ Agreement dated _____.

Demands for payment by the City pursuant to this Letter of Credit shall be deemed timely if deposited in the U.S. mail prior to its date of expiration, affixed with first-class postage, and addressed to the above letterhead address.
This Letter of Credit shall have an initial term of one (1) year from its Date of Issue, but shall be deemed automatically extended without amendment or other action by either party for additional

periods of one year from the present or any future expiration date hereof, unless we provide the City with written notice, by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date, that we do not wish to extend this Letter of Credit for an additional period. After receipt by the City of such notice, the City may draw hereunder, on or before the then-applicable expiration date, and for the then-remaining available amount by means of the City's sight draft, accompanied by a letter, on the City's letterhead, signed by the City Manager, stating the following:

> *We are in receipt of written notice from (NAME OF BANK) of its election not to renew its Letter of Credit No. _____ for an additional term of one (1) year and (Developer/Customer), its successor, transferee, or assign, is still obligated to the City under the _____ Agreement, and an acceptable replacement Letter of Credit has not been received.*

We hereby agree with the City that:

(A) Such drafts will be processed in good faith and duly honored upon presentation to us;

(B) The exclusive venue for any action concerning this Letter of Credit shall be the District Court for Adams, Colorado;

(C) The procedural and substantive laws of the State of Colorado shall apply to any such action;

(D) In the event it becomes necessary for the City to bring an action to enforce the terms of this Letter of Credit, or any action alleging wrongful dishonor of this Letter of Credit, and the City prevails in such action, the City shall be entitled to recover its reasonable attorney's fees and all costs and expenses associated with such action;

(E) If we bring an action against the City related directly or indirectly to this Letter of Credit, and the City prevails in such action, the City shall be entitled to recover its reasonable attorney's fees and other costs of such action; and

(F) The amount of funds available under this Letter of Credit may not be reduced except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the City.

This Letter of Credit is subject to the Uniform Commercial Code of the State of Colorado.

Very truly yours,

(NAME OF BANK)

By:_____
Signature of Authorized Signing Officer

_____
Print Name

STATE OF _____)
) ss
ADAMS OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____, the _____ (position of signatory) at _____ (bank).

My Commission Expires:

_____
Notary Public

SEAL

EXHIBIT D

Exhibit D is intentionally left blank.

EXHIBIT E

RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT; WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT; AND AGREEMENT TO ASSIST

THIS COVENANT, AGREEMENT, WARRANTY AND EASEMENT are made and given this _____by _____ _____, _____ Adams, Colorado (hereinafter the "Owner"), and accepted by the City of Brighton, a municipal corporation of the Adams County, State of Colorado (hereinafter "Brighton") on the _____.

Owner and/or Owner's assigns entered into an agreement with Brighton dated _____ whereby Owner and/or Owner's assigns agreed to transfer, and Brighton agreed to accept _____ share(s) of the Capital Stock of the _____ represented by stock certificate number(s) #'s _____ (the "Water Rights"). The Owner acknowledges Owner's understanding that the Water Rights are intended to be utilized by Brighton for municipal water uses, and/or for augmentation or exchange purchases, and that in order to effect such uses, the Water Rights will need to be changed in an appropriate proceeding before the District Court, Water Division No. 1, State of Colorado (hereinafter "Water Court") from irrigation to municipal, augmentation and/or exchange purposes.

The Water Rights have historically been used for the irrigation of lands owned by the Owner located in Adams County, Colorado. A description of the property where such irrigation use has historically occurred is attached to this covenant as Exhibit A, and is incorporated fully into this covenant by this reference. Owner further understands that the Water Court may require, as a term and condition of such change, that the lands historically irrigated as described in Exhibit A must be dried up and not further irrigated as a term and condition of allowing such change.

THEREFORE, in consideration of the willingness of Brighton to accept the Water Rights, and the making of such acceptance, as well as other good and valuable consideration, receipt of which is hereby acknowledged by Owner, Owner covenants and agrees as follows:

1. From and after the date hereof, except as may be otherwise allowed or required by this document, neither the Water Rights nor any other water shall be used in connection with the property described in Exhibit A without the written consent of Brighton, or its successors or assigns, having been first obtained, which consent may be withheld in Brighton's sole discretion.

2. Owner shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the property described in Exhibit A (the "land") as may be

determined and/or required by the Water Court or other court or tribunal of competent jurisdiction in the judgment and decree entered in any case involving the change or exchange of any of the Water Rights, or by the State Engineer, State of Colorado, in any approval by his office of a substitute water supply plan entered pursuant to the provisions of Section 37-92-308, Colorado Revised Statutes, as the same may be amended or replaced, during the duration of such plan.

3. Owner hereby grants to Brighton a non-exclusive perpetual easement for the purpose of access to and over the land as may be necessary to take actions to effectuate and enforce this covenant, including but not limited to the conducting of any monitoring or testing activity that may be required by the State Engineer or by any court or tribunal of competent jurisdiction to enforce this covenant or that may be a pre-condition for changing the Water Rights.

4. Unless otherwise required by any decree changing the Water Rights, or allowing such rights to be exchanged, or by the conditions of any substitute water supply plan as may be approved by the State Engineer, this covenant shall not prohibit the Owner or Owner's successors and assigns from irrigating the land with water rights which may in the future be transferred to such land and for such use through an appropriate Water Court proceeding, irrigating the land with water from a well or wells to be constructed in the future that are authorized to pump pursuant to a Water Court-approved plan for augmentation, irrigating the land with water that is not tributary to the South Platte River, to include not-nontributary water that is duly augmented, or irrigating the land with treated water supplied by a municipality or a water district.

5. Notwithstanding the provisions of paragraph 4 hereof, the land shall not be planted with, nor have upon it, any alfalfa or similar deep rooted crop, and any alfalfa or similar deep rooted crop presently existing, or which may exist in the future, shall be eradicated by Owner by deep tilling, chemical treatment or other means, unless otherwise allowed by Brighton in a signed writing..

6. This covenant shall burden, attach to and run with the property described in Exhibit A, and shall be binding not only upon the Owner, but also upon Owner's heirs, successors and assigns and any other persons or entities which may acquire an ownership or leasehold interest in all or any portion of the property described in Exhibit A. This covenant shall also run with and benefit the Water Rights. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by Brighton or its successors and assigns. This covenant may be enforced by Brighton or by any party having any right, title or interest in the Water Rights or by the State Engineer of the State of Colorado, at any time in any action at law or in equity.

7. Owner further warrants and represents that this covenant shall entitle Brighton to the first and prior right to claim credit for the dry-up or nonirrigation of the property

described in Exhibit A, and agrees to provide Brighton with all assistance Brighton may reasonably require in regard to the above-referenced change of the Water Rights, including but not limited to the provision of testimony before the Water Court in any proceeding involving such change.

8. Owner agrees that it will at its sole expense take all steps necessary to accomplish the full and complete establishment of a self-sustaining dry land vegetative ground cover on all of the land within two years from the date of this covenant, and Owner shall thereafter cease all irrigation on such land unless and until a court decree, as referenced in paragraph 4 above, may be duly entered, and then irrigation shall be allowable only to the extent authorized in said paragraph 4. Provided, however, that Brighton may, in its sole discretion, agree in writing with the Owner to a modification of the conditions of this covenant to allow other irrigation practices, or to authorize the use of the lands that were historically irrigated for dry land agricultural practices. Further, Brighton may agree in writing that the need to establish a dry land vegetative ground cover on the historically irrigated lands is unnecessary since such lands have been developed, or the use of such lands has been otherwise so changed that future irrigation as historically occurred will no longer be possible. Any such future agreement shall be recorded in the official records of the County of Adams at Owner's expense. Owner further covenants and agrees that it will at its sole expense also take all steps necessary to accomplish revegetation of such lands, or otherwise eliminate irrigation, as may be required by court order or decree in the Water Court proceeding, if such requirements are different from what is required in this paragraph 8. If Owner should fail or refuse to do so, then Brighton shall have the right to come upon the land and take all measures to accomplish the required revegetation or other requirements imposed by the Water Court, and Owner shall reimburse Brighton fully for its costs and expenses in so doing. Owner further agrees that it will not take any actions that would violate such court order or decree. Brighton further agrees to duly record any final decree of District Court, Water Division 1, State of Colorado, or of any other entity or court with the authority to do so, approving the change of the Water Rights to municipal and other uses, at Brighton's expense and promptly upon its entry, in the County of Adams.

DEVELOPER:

_____
By: Theodore R. Shipman, Manager

STATE OF COLORADO)
) ss.
ADAMS OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

_____
By:

WITNESS my hand and official seal:

_____
Notary Public

My commission expires: _____

CITY OF BRIGHTON, COLORADO

_____
By: Richard N. McLean, Mayor

ATTEST:

_____
Natalie Hoel, City Clerk

Approved as to Form:

_____
Margaret R. Brubaker, Esq., City Attorney

EXHIBIT F

WATER DEDICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20_____ by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (the "City") and NORTH STAR EQUITIES, L.L.C. (the "Developer").

WHEREAS, Developer is the owner of the Property described in **Exhibit A**, attached hereto and by this reference made a part hereof; and

WHEREAS, in conjunction with the approval of the Preliminary Plat for the Property, DEVELOPER will execute a Development Agreement; and

WHEREAS, as agreed to by the Developer at the time of annexation of the Property, and as required by the regulations and laws of the City, as a condition of Final Plat approval, the Developer must either dedicate acceptable water resources or pay the "without water rights" fee for the Development, as determined at the sole discretion of the City; and

WHEREAS, after reviewing its current inventory of water resources, together with other factors relating to the City's water resource needs, the City has determined that the Developer shall pay the "without water rights" fee.

NOW, THEREFORE, in consideration of the recitals and representations set forth herein, together with other good and sufficient consideration, the PARTIES AGREE AS FOLLOWS:

1. The DEVELOPER will pay at building permit issuance the *"Without Water Rights"* Fee for water taps in the amount as set forth in the City's Annual Fee Resolution, as the same may be amended from time to time, in effect at the time payment is made.

2. This Agreement shall be an attachment to the North Star Subdivision Development Agreement and incorporated therein by references.

3. This Agreement is non-transferable and may only be modified or amended in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

[Signatures begin on the next page]

DEVELOPER:

_____
By: Theodore R. Shipman, Manager

STATE OF COLORADO)
) ss.
ADAMS OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

_____
By:

WITNESS my hand and official seal:

_____
Notary Public

My commission expires: _____

CITY OF BRIGHTON, COLORADO

_____
By: Richard N. McLean, Mayor

ATTEST:

_____
Natalie Hoel, City Clerk

Approved as to Form:

_____
Margaret R. Brubaker, City Attorney

EXHIBIT G

SPECIAL PROVISIONS

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN NORTH STAR SUBDIVISION DEVELOPMENT AGREEMENT, BETWEEN THE CITY OF BRIGHTON, COLORADO, AND NORTH STAR EQUITIES, L.L.C. SHOULD THERE BE ANY CONFLICT BETWEEN THE DEVELOPMENT AGREEMENT AND THE SPECIAL PROVISIONS SET FORTH IN THIS **EXHIBIT G**, THE TERMS OF THIS **EXHIBIT G** SHALL CONTROL.

1. **Definitions.** The following terms and definitions shall apply to this Exhibit G, Special Provisions:

A. The term, Civil Engineering Documents can be referred to as, Civil Plans, Civil Construction Plans, Construction Plans, or any of the aforementioned combinations with Drawings replacing the word Plans, and shall mean any graphic representation of the following: Demolition Plans, Grading Plans, Drainage Plans, Water System Plans, Sanitary Sewer Plans, Streets Plans, or any combination thereof. This list is not exhaustive in nature and should include any plans and reports included in the Civil Engineering scope.

B. The term, RGPS shall mean Residential Growth Pacing System

C. The term, "Common-Interest Management Association" shall mean a Home Owners Association (HOA) or other entity established for the purpose of owning and maintaining privately owned common-interest areas and infrastructure that are not maintained by individual property owners or the City. These common areas may include recreational amenities, parks, walkways, trails, drainage facilities, common area landscape tracts, subdivision signs, common area fencing, or any other privately owned common-interest areas and infrastructure that are not owned and maintained by individual property owners or the City. Common-Interest Management Associations may also provide common-interest services such as mail kiosks, trash collection, snow plowing, and other common-interest services that are not performed by individual property owners or the City.

2. **Phasing Plan.** The Phasing Plan, attached hereto as **Exhibit B**, sets forth the intended phasing of the construction of the Improvements for this Development. No amendments or alterations to the Phasing Plan may be made without the prior written consent of the City.

3. **Temporary Uses.** Temporary uses refer to, but are not limited to, temporary sales office, temporary construction office, and construction yard. Temporary uses are allowed, with approval of a temporary use permit, for a period of one year, with renewal after that year determined by the Director of Community Development.

4. **City Regulations.** Developer agrees to develop the Property in conformance with any and all City Regulations, as outlined in Chapter 17 of the City's Municipal Code, and the applicable Ordinances, as the same may be subsequently amended from time to time, including, but not limited to: the Zone District Regulations, the RPGS, the amended RPGS, the Commercial, Residential, and Industrial Design Standards, and the Public Works Design and Construction Standards and Specifications Manual, current edition.

5. **Parks and Open Space Dedication/Fee in Lieu.** In lieu of dedication, the Developer agrees to pay a fee-in-lieu per lot to satisfy the dedication requirements for Parks and Open Spaces, as follows:

a. Neighborhood Park. In lieu of dedication, the Developer agrees to pay a fee-in-lieu per lot for the required Neighborhood Park at a rate of $1,700 per unit or $11,900 for seven (7) units
b. Community Park. In lieu of dedication, the Developer agrees to pay a fee-in-lieu per lot for the required Community Park at a rate of $720 per unit or $5,040 for seven (7) units.
c. Open Space. In lieu of full dedication, the Developer agrees to pay a fee-in-lieu for the remaining .16 acres of Open Space owed at a rate of $26,000 per acre or $4,160.
d. Developer shall pay the above fees-in-lieu.

6. **Trails Construction**. Developer, at its sole cost and expense, shall construct to completion all of the trails within each Phase of the Development and receive written acceptance thereof from the City, prior to, and as a condition precedent to, the issuance of any residential building permit within the applicable building Phase,. and in accordance with the Final Plats, Open Space Plans, Construction Plans, and applicable City specifications in effect at the time of construction.

7. **Rights-of-Way Dedication and Construction**

A. South 50th Avenue. South 50th Avenue adjacent to the Property is designated as a minor arterial street by the City of Brighton. Developer agrees to dedicate to the City of Brighton, with the Final Plat, or at the time of final platting by other instrument of conveyance as determined by the City, twenty-five (25) feet of right of way required for South 50th Avenue as a minor arterial street, to wit: as measured from the center line of the existing right-of-way, the Developer shall dedicate (i) a 55 foot wide right of way along the entire western boundary of the Property; and (ii) a 55' radius at the intersection and tangent to South 50th Avenue and Grosbeak Street.

B. Construction Requirements. South 50th Avenue has been built to ultimate condition, consistent with approved plans at the time of Final Plat or before.

C. Developer shall at its expense perform the following: garages shall be set back at least 50 feet from the front property lines, and Developer shall at its

expense complete the improvements listed in Schedule B of the Development Agreement.

D.

8. **Water and Sewer Connection.** The City agrees to provide water and sanitary sewer service at a point along the southern boundary of the Property. The Developer assumes the sole responsibility for the construction of, and the connection to, all water, storm water and sanitary sewer facilities necessary to serve the Property, and all costs associated therewith.

9. **School Land Dedication/Transfer.** The Developer and School District 27J have agreed that the Developer may provide a cash-in-lieu payment to the District in amount of $3,175 in satisfaction of dedicating land for a school for the Development. Developer shall provide written confirmation to the City that said payment has been made prior to, and as condition precedent to, the issuance of a residential building permit for all or any portion of the Development.

10. **Brighton School District Capital Facility Fee.** The Developer is aware of the School District Capital Facility Fee Foundation, whose purpose is to administer the collection from various Development Entities of a "Capital Facility Fee" for disbursal to School District 27J to fund a portion of the costs of providing additional capital facilities to service new growth, and has voluntarily agreed to be a participating Development Entity in that process and, accordingly, enter into a Participant Agreement with the School District. Fees payable to the Foundation shall be paid directly to the School District for each platted residential lot. After establishment and assessment of any school fees as aforesaid, as a condition of approval and issuance of any residential building permit, the Developer shall provide evidence to the City that such fees have been paid to the Foundation in accordance with this section. North Star has reviewed the comments and tables provided in the letter dated February 12, 2014, and agrees to make contributions in the amount of $4,900 for the Capital Facility Fee Foundation, and $3,175 for the land dedication/cash-in-lieu requirement for the subdivision.

11. **Establishment of a Common-Interest Management Association.** Prior to the recording of this Development Agreement, a Common-Interest Management Association shall be established through the recording of By-Laws and/or Covenants, Conditions and Restrictions ("CC&Rs"). The CC&R's shall specifically and clearly state that the Common-Interest Management Association is responsible for the maintenance of those parcels identified in the Final Plat as being owned and maintained by the Management Association, Tract M. The City of Brighton assumes no responsibility for the construction or maintenance of those common areas or the enforcement of the CC&Rs. The Management Association may not be dissolved without written consent by the City. Should the Management Association be dissolved, the City may assess liens upon

individual property owners within the subdivision for the maintenance of the common areas.