

**BRIGHTON CITY COUNCIL RESOLUTION**  
**CHRISTINE PLACE SUBDIVISION AND**  
**CHRISTINE PLACE SUBDIVISION DEVELOPMENT AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THE CHRISTINE PLACE SUBDIVISION AND THE CHRISTINE PLACE SUBDIVISION DEVELOPMENT AGREEMENT FOR APPROXIMATELY 4.35 ACRES OF PROPERTY, GENERALLY LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT; AND SETTING FORTH OTHER DETAILS RELATED THERETO.**

**RESOLUTION NO.: 2017-57**

**WHEREAS**, William E. Teater 2012 Irrevocable Trust (the “Owner”) owns an approximately 4.35 acre property, generally located east of North 19<sup>th</sup> Avenue, south of Jennifer Court, and more specifically described in **EXHIBIT A**, attached hereto (the “Property”); and

**WHEREAS**, Jeff Teater (the “Applicant”), on behalf of the Owner, has requested approval of the Christine Place Subdivision, attached hereto as **EXHIBIT B** (the “Final Plat”); and

**WHEREAS**, the Property was annexed to the City of Brighton (the “City”) in 1983 and is zoned as R-3 (Multiple-Family Residential); 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 May 2, 2017, to review and consider the Final Plat and Development Agreement for the Property; and

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

**WHEREAS**, the City Council finds and declares that the Final Plat does comply with the requirements of the Final Plat procedures and Subdivision Regulations, provides consistency with the purpose and intent of the regulations, provides compatibility with surrounding areas, is harmonious with the character of the neighborhood, is not detrimental to the immediate area, is not detrimental to the future development of the area, and is not detrimental to the health, safety, or welfare of the inhabitants of the City.

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

Section 1. That the Christine Place Subdivision, attached hereto as **Exhibit B**, is hereby approved.

Section 2. That the Christine Place Subdivision Development Agreement, attached hereto as **Exhibit C**, is hereby approved.

Section 3. That the Mayor is authorized to execute the Final Plat for the Christine Place Subdivision and the Christine Place Subdivision Development Agreement, 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 16<sup>th</sup> day of May, 2017.***

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
Richard N. McLean, Mayor

***ATTEST:***

\_\_\_\_\_  
Natalie Hoel, City Clerk

***APPROVED AS TO FORM:***

\_\_\_\_\_  
Margaret R. Brubaker, Esq., City Attorney

**EXHIBIT A**  
**Legal Description**

LEGAL DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF CERTAIN LAND IN ADAMS COUNTY, STATE OF COLORADO, HAS LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS MAP, THE LAND DESCRIBED AS

A PARCEL OF GROUND SITUATED IN THE NORTHEAST QUARTER OF SECTION 5 TOWNSHIP ONE SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;  
THENCE SOUTH 00° 01' 08" WEST ALONG SAID WEST LINE THE DISTANCE OF 1433.05 FEET TO A POINT ON THE NORTH LINE OF THE URBAN CHANNEL;  
THENCE SOUTH 89° 58' 52" EAST ALONG SAID NORTH LINE A DISTANCE OF 47.23 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 52" EAST A DISTANCE OF 730.29 FEET TO A POINT ON THE CENTERLINE OF THE FULTON DITCH;  
THENCE NORTHERLY ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES;

1. NORTH 45° 18' 45" WEST A DISTANCE OF 176.99 FEET;
2. NORTH 10° 14' 45" WEST A DISTANCE OF 122.60 FEET;
3. NORTH 20° 20' 25" EAST A DISTANCE OF 95.27 FEET TO A POINT ON THE SOUTH LINE OF OVERLAND HILLS, A SUBDIVISION RECORDED IN FILE 17, AT MAP NO. 299, IN THE RECORDS OF ADAMS COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES;

1. NORTH 89° 58' 52" WEST A DISTANCE OF 157.85 FEET;
2. SOUTH 05° 57' 45" WEST A DISTANCE OF 14.08 FEET;
3. NORTH 89° 58' 52" WEST A DISTANCE OF 433.57 FEET TO A POINT ON A LINE THAT LIES 70' EAST OF AND PARALLEL WITH THE SAID WEST LINE OF THE NE  $\frac{1}{4}$ ;

THENCE ALONG THE EAST LINE OF THE NORTH 19TH AVE. RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00° 01' 08" WEST A DISTANCE 121.91 FEET;
2. ALONG A NON-TANGENT ARC TO THE RIGHT, HAVING A RADIUS OF 1137.35', A DELTA ANGLE OF 07° 45' 53", A CHORD BEARING OF SOUTH 05° 57' 57" WEST AND A CHORD DISTANCE OF 154.02 FEET, AN ARC LENGTH OF 151.13 FEET;
3. ALONG A NON-TANGENT ARC TO THE RIGHT, HAVING A RADIUS OF 1029.34, A DELTA ANGLE OF 02° 33' 01", A CHORD BEARING OF SOUTH 08° 34' 24" WEST AND A CHORD DISTANCE OF 45.81 FEET, AN ARC LENGTH OF 45.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 196,300 SQ. FT. OR 5.06 ACRES, MORE OR LESS.

HAS LAID OUT AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS UNDER THE NAME AND STYLE OF THE CHRISTINE PLACE SUBDIVISION CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO AND DO HEREBY GRANT TO THE CITY OF BRIGHTON, THE PUBLIC LANDS, UTILITY EASEMENTS, RIGHT-OF-WAY SHOWN AS DEPICTED HEREIN

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EXHIBIT B  
Final Plat

CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF  
THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

LEGAL DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER  
OF CERTAIN LAND IN ADAMS COUNTY, STATE OF COLORADO, HAS LAD OUT,  
PLATTED AND SUBDIVIDED AS SHOWN ON THIS MAP, THE LAND DESCRIBED AS

A PARCEL OF GROUND SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP  
ONE SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS,  
STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;  
THENCE SOUTH 00° 01' 08" WEST ALONG SAID WEST LINE THE DISTANCE OF 1433.05  
FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 89° 58' 52" EAST ALONG SAID NORTH LINE A DISTANCE OF 47.23 FEET  
TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 52" EAST A DISTANCE OF 730.29 FEET TO A POINT ON THE  
CENTERLINE OF THE FULTON DITCH;  
THENCE NORTHERLY ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 45° 18' 45" WEST A DISTANCE OF 178.89 FEET;  
2. NORTH 10° 14' 45" WEST A DISTANCE OF 12.80 FEET;  
3. NORTH 20° 20' 25" EAST A DISTANCE OF 95.27 FEET TO A POINT ON THE SOUTH  
LINE OF OVERLAND HILLS, A SUBDIVISION RECORDED IN FILE 17, AT MAP NO. 299, IN  
THE RECORDS OF ADAMS COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE (3)  
COURSES:

1. NORTH 89° 58' 52" WEST A DISTANCE OF 192.85 FEET;  
2. SOUTH 05° 57' 45" WEST A DISTANCE OF 14.08 FEET;  
3. NORTH 89° 58' 52" WEST A DISTANCE OF 433.57 FEET TO A POINT ON A LINE THAT  
LIES 70' EAST OF AND PARALLEL WITH THE SAID WEST LINE OF THE NE 1/4;  
THENCE ALONG THE EAST LINE OF THE NORTH 19TH AVE. RIGHT-OF-WAY THE FOLLOWING  
THREE (3) COURSES:

1. SOUTH 00° 01' 08" WEST A DISTANCE 121.91 FEET;  
2. SOUTH 89° 58' 52" WEST ALONG THE SOUTH LINE OF THE SAID NORTH 19TH AVE. RIGHT-OF-WAY  
A RADIUS OF 1132.35', A DELTA  
ANGLE OF 07° 45' 53" CHORD BEARING OF SOUTH 05° 57' 57" WEST AND A  
CHORD DISTANCE OF 154.02 FEET, AN ARC LENGTH OF 151.13 FEET;  
3. ALONG A NON-TANGENT ARC TO THE RIGHT, HAVING A RADIUS OF 1029.34', A DELTA  
ANGLE OF 07° 45' 53" CHORD BEARING OF SOUTH 05° 57' 57" WEST AND A  
CHORD DISTANCE OF 154.02 FEET, AN ARC LENGTH OF 151.13 FEET TO THE POINT OF  
BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 194,500 SQ. FT. OR 5.06 ACRES, MORE OR  
LESS, ACCORDING TO THE SURVEY HEREON.

BY: \_\_\_\_\_  
NAME: JILL TEATER, TRUSTEE

THE WILLIAM E. TEATER 2012 IRREVOCABLE TRUST  
DATED DECEMBER 12, 2012

COUNTY OF ADAMS )  
STATE OF COLORADO ) SS

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2017 BY JILL TEATER, TRUSTEE THE WILLIAM E. TEATER 2012 IRREVOCABLE TRUST,  
WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC



Sonder, Miller & Associates  
Engineering • Environmental • Surveying  
8000 West Fourteenth Avenue  
Lakewood, CO 80214  
Phone: (303) 234-0111 Telefax: (877) 294-9442 Fax: (303) 234-0745  
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SHEET 1 OF 3

SITE  
VICINITY MAP - N.T.S.



GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.A.S. 13-80-109(3)(c)
2. BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST 1/4 BEING S 07°01'08" W BETWEEN FOUND MONUMENTS SHOWN HEREON.
3. UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF BRIGHTON FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELEPHONE LINES. THESE UTILITY EASEMENTS INCLUDE EASEMENTS FOR THE SUBDIVISION, PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED IN WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL OF ANY OBJECTS OR COST TO SUCH GRANTEE, INCLUDING WITHOUT LIMITATION, REGULATION, PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
4. OPEN SPACE TRACT DEDICATION SHOWN ON THIS PLAT PER RESIDENTIAL DESIGN STANDARDS 17-44-100-(c)-(1)-(b).

CERTIFICATE OF SURVEY

I, DANE MATTHEW COURVILLE, A LAND SURVEYOR LICENSED IN THE  
STATE OF COLORADO, HEREBY CERTIFY THAT THERE ARE NO  
EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS  
THE PARCELS DESCRIBED HEREON. I HAVE REVIEWED THIS PROPERTY AND THAT  
THE CERTIFICATE THAT I HAVE SURVEYED THIS PROPERTY AND THAT  
THIS PLAT ACCURATELY AND PROPERLY SHOWS SAID PROPERTY, AND  
THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THIS LAND SURVEY  
PLAT COMPLETES WITH SECTION 38-51-106, COLORADO REVISED  
STATUTES.

DANE MATTHEW COURVILLE, PLS 38548

DATE: March 29th, 2017



CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT WAS ACCEPTED AND APPROVED  
BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR: DICK M. MCLEAN

CITY CLERK: NATALIE HOEL

ATTORNEY'S CERTIFICATE

I, \_\_\_\_\_ AN ATTORNEY AT LAW DULY LICENSED TO  
PRACTICE BEFORE THE COURTS OF RECORD OF COLORADO, DO HEREBY  
CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE  
DESCRIBED AND THAT THE SAME ARE THE PROPERTY OF THE WILLIAM E. TEATER  
TRUST, THAT SUCH LAND IS THE DEDICATORS', FREE AND CLEAR OF ALL LIENS  
AND ENCUMBRANCES.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. SIGNED

ATTORNEY AT LAW \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_

CLERK AND RECORDER'S CERTIFICATE

I HAVE ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND  
RECORDER OF ADAMS COUNTY, COLORADO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

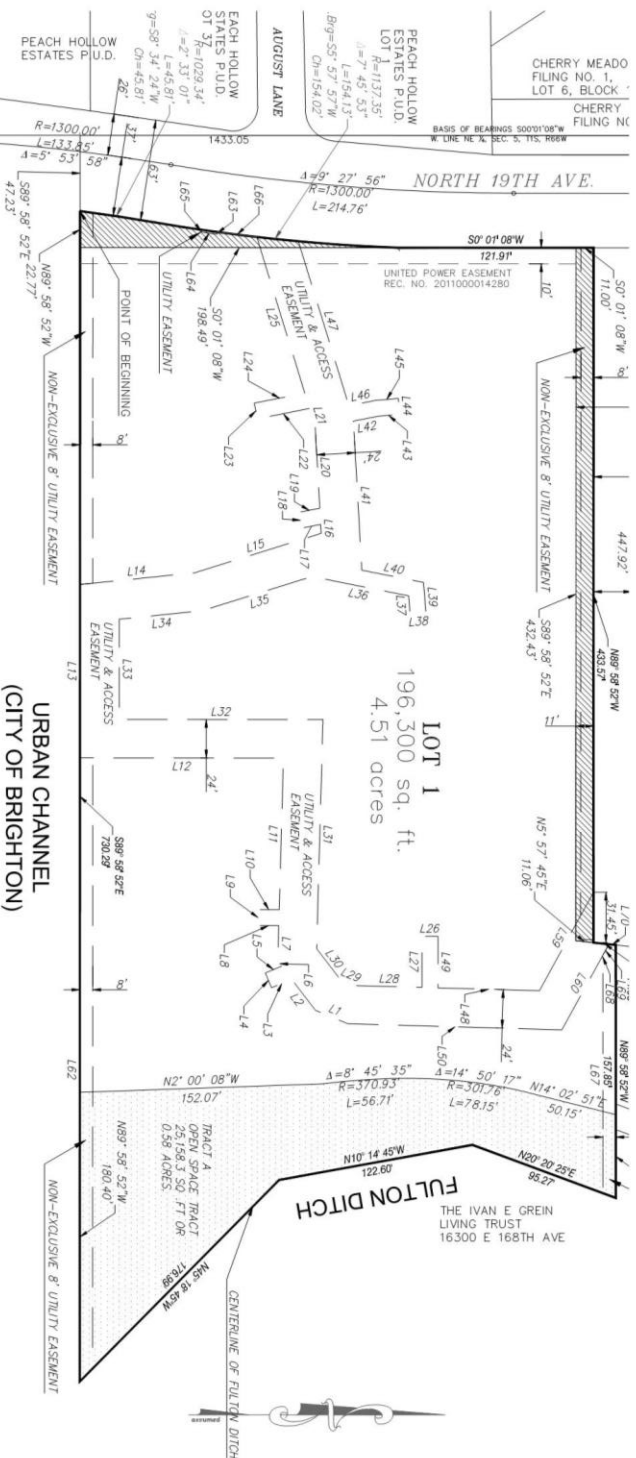
COUNTY CLERK AND RECORDER  
BY: \_\_\_\_\_  
DEPUTY

FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

# CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3



C 1/4 COR. SEC. 5  
T1S R66W 6TH PM  
RANGE 66W  
RANGE 66W

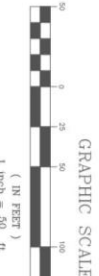


VACATED RIGHT-OF-WAY  
RECEPTION NO.



**Souder, Miller & Associates**  
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SHEET 2 OF 3



PREPARED FOR: THE WILLIAM E. TEATER 2012 IRREVOCABLE TRUST,  
DATED DECEMBER 21, 2012  
PREPARED BY: FOK/ARW CONSULTING, INC.  
DATE: March 28, 2017

# CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF  
THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3

LINE TABLE		
Line #	Bearing	Length
L1	N22° 30' 00"E	22.09'
L2	N52° 25' 48"E	24.32'
L3	N22° 30' 00"W	13.66'
L4	N67° 30' 00"E	10.00'
L5	S22° 30' 00"E	10.96'
L6	N52° 25' 48"E	3.88'
L7	S88° 24' 14"E	22.20'
L8	N07° 00' 00"E	12.96'
L9	N90° 00' 00"E	10.00'
L10	S07° 00' 00"E	13.14'
L11	S88° 24' 14"E	94.64'
L12	N07° 04' 00"E	126.98'
L13	S89° 58' 52"E	108.17'
L14	S5° 48' 42"E	71.81'
L15	S17° 18' 48"E	82.81'
L16	N66° 44' 11"E	5.59'
L17	N11° 15' 00"W	11.85'
L18	N78° 45' 00"E	10.00'
L19	S11° 15' 00"E	13.25'
L20	N66° 44' 11"E	50.94'
L21	N22° 53' 49"E	11.91'
L22	N11° 15' 00"W	33.17'
L23	N78° 45' 00"E	10.00'
L24	S11° 15' 00"E	32.15'
L25	N72° 53' 49"E	101.88'

LINE TABLE		
Line #	Bearing	Length
L26	N07° 00' 00"E	10.00'
L27	N90° 00' 00"W	31.87'
L28	N1° 35' 46"E	40.91'
L29	N22° 30' 00"E	11.25'
L30	N52° 25' 48"E	23.60'
L31	S88° 24' 14"E	142.96'
L32	N07° 04' 00"E	127.15'
L33	S89° 58' 52"E	62.56'
L34	S5° 48' 42"E	52.05'
L35	S17° 18' 48"E	71.63'
L36	S11° 15' 00"W	61.48'
L37	S85° 05' 08"W	11.45'
L38	S4° 54' 52"E	10.00'
L39	N65° 05' 08"E	18.96'
L40	N11° 15' 00"E	39.19'
L41	N66° 44' 11"E	93.12'
L42	S11° 15' 00"E	15.33'
L43	S5° 01' 16"E	13.94'
L44	N64° 58' 44"E	10.00'
L45	N5° 01' 16"W	14.49'
L46	N11° 15' 00"W	16.71'
L47	N72° 53' 49"E	107.32'
L48	N1° 35' 46"E	63.36'
L49	N90° 00' 00"E	32.15'
L50	N1° 35' 46"E	133.37'

LINE TABLE		
Line #	Bearing	Length
L59	N61° 15' 51"W	70.05'
L60	N61° 15' 51"W	60.87'
L62	S89° 58' 52"E	389.13'
L63	S81° 57' 09"E	1.44'
L64	S8° 02' 51"W	10.00'
L65	N81° 57' 09"W	1.44'
L66	S7° 10' 12"W	24.84'
L67	S89° 58' 52"E	147.68'
L68	N5° 57' 45"E	0.59'
L69	S61° 15' 51"E	8.68'
L70	S5° 57' 45"W	4.44'

ACCESS AND UTILITY EASEMENT LINE TABLES



**Soudter, Miller & Associates**  
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**EXHIBIT C**  
**Development Agreement**

**CHRISTINE PLACE 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 County of Adams, State of Colorado (the “City”) and The William E. Teater 2012 Irrevocable Trust, dated December 21, 2012, (a Colorado Trust) (the “Developer”).

**WHEREAS**, The William E. Teater 2012 Irrevocable Trust (the “Teater Trust”) is the owner of a 4.51-acre parcel of land, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof; and

**WHEREAS**, as the Developer, the Teater Trust has submitted a Final Plat (the “Plat”), Christine Place Subdivision (the “Development”), 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**, the City’s development regulations require the Developer to execute a development agreement with the City relative to the improvements related to the Development;

**WHEREAS**, the City’s development regulations require that the Developer’s obligations for the construction of public improvement associated with the Development be clearly set forth in said development agreement and be guaranteed in a form acceptable to the City; and

**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.

“**Project**” means Christine Place Subdivision as approved by the City of Brighton on \_\_\_\_\_, 2016.



## 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 and best practices for protecting public health and safety 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.**

**2.8.1** 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.

**2.8.2** 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.

**2.8.3** Developer shall provide “as built” drawings and a certified statement of construction costs no later than thirty (30) days after an Improvement is completed, or prior to a reduction in the Improvement Guarantee (see Section 2.13 below), whichever occurs earlier.

**2.8.4** 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.

**2.8.5** If the Improvements completed by Developer are satisfactory and accurate “as built” documents have been provided, 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:

**2.8.6** 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, 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.**

**2.13.1** 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%
- C. After Final Acceptance – 0%

**2.13.2** 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 extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee, or fails to otherwise comply with the 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.

**2.13.3** 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, and construction or final acceptance, or certificates of occupancy or completion.

**2.14 Indemnification and Release of Liability.**

**2.14.1** 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.

**2.14.2** 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.

**2.15 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).

**2.16 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.

### **SECTION 3 CONSTRUCTION OF IMPROVEMENTS**

**3.1 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.

- 3.2 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.
- 3.3 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.
- 3.4 Reimbursement.** To the extent that roads, water lines, sewer lines, drainage channels, trails, crossings and other Public Improvements specified in Exhibit B are constructed by Developer, that will benefit landowners, developers, and persons other than the Developer ("Benefited Landowner"), the City, for a period of fifteen (15) years following the completion of construction of such Improvements, will withhold approval and recording of final plats of other benefited landowners, developers, and pending reimbursements payment or reimbursement agreement for a pro rata reimbursement to the Developer. The actual costs of these off-site Improvements shall be submitted to the City after the Improvements are constructed by the Developer and Final Acceptance is issued by the City. 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 directly to the Developer before a final plat for any portion of their property is approved or recorded. The City agrees not to approve or record said Final plat until the payments are made, but assumes no responsibility for and hereby assigns to developer the right, if any, for collecting the reimbursements from the affected property owners.
- 3.5 Reimbursement-City.** To the extent that Public Improvements are constructed by the 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 final plats of other benefited landowners, developers, and persons pending reimbursement payment or reimbursement agreement for a pro rata reimbursement to the Developer as provided in Section 3.4 of this Agreement. 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 pursuant to Sections 3.5 and 3.6, Shared Improvements. 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 county 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, 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 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 with the City 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. . 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 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, then the City shall be authorized to approve the application for approval of the 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, its successor or assign will forfeit all rights to reimbursement from the owner and/or developer of the specified property.

**3.6 Reimbursement - Shared Improvements.** 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 proportionate share of Developer's costs to extend improvements which benefit such benefitted 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 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

- 4.1 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.
- 4.2 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.
- 4.3 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.**

**5.1.1** Developer shall convey to the City all lands for public use as shown in the Final Plat(s), such as those listed in **Exhibit D**. Such conveyance of lands for public use shall be completed after the Final Plat for all or any portion of the Development is approved by the City and as a condition precedent to the recording of any such Final Plat. 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.

**5.1.2** 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**

- 6.1** **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.
- 6.2** **Water Dedications.** Developer shall comply with all requirements associated with the dedication of water for the development, as applicable [See **Exhibits E, F & G** attached hereto.]

## SECTION 7 SEWER LINES

- 7.1 **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

- 8.1 **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.
- 8.2 **Drainage and Stormwater Improvements.**
- 8.2.1 Developer shall construct drainage and stormwater improvements and facilities, both on-site and off-site, as required to provide for, and to reasonably regulate, 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. Such drainage and stormwater improvements and facilities shall comply with the approved plans submitted by the developer and approved by the City and with Chapter 14, *Storm Drainage*, BMC, all applicable state and federal stormwater regulations, as additionally described in **Exhibit H**, all City-approved plans and specifications, and the Schedule of Improvements, attached hereto as **Exhibit B**.
- 8.2.2 Developer shall initiate no overlot grading until the City approves the required 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.
- 8.3 **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

10.1 **Breach of Agreement.**

**10.1.1** 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.

**10.1.2** In the event that no Improvement Guarantee has been posted, or the Improvement Guarantee has been exhausted or is insufficient, then the City has the right to begin work on the Improvements at the expense of the Developer.

**10.1.3** 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.

**10.1.4** 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.

**10.1.5** 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.

**10.1.6** 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.

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

- 10.3 **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.

- 10.4 **Assignment, Delegation and Notice.** Developer shall provide to the City, for approval, written notice of any proposed transfer or assignment 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 or assignment of title and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement.

**10.5 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.

**10.6 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 4<sup>th</sup> Avenue  
Brighton, CO 80601

Developers:

The William E. Teater 2012  
Irrevocable Trust, dated December  
21, 2012  
15864 Delta Court  
Brighton, CO 80601

With a copy to:

Margaret R. Brubaker, Esq.  
Mehaffy Brubaker & Ernst, LLC  
City Attorney  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

With a copy to:

Jack E. Reutzell, Esq.  
Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202

**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.**

**10.7 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.

**10.8 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.

**10.9 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.

**10.10 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

**10.11 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.

**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.

**DEVELOPER:**

---

---

[illegible]

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

## Christine Place Subdivision Final Plat

### CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF  
THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 3

#### LEGAL DESCRIPTION AND DEDICATION

A PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE NORTH LINE OF THE URBAN CHANNEL, THENCE S01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.

THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE THENCE N01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.

THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE THENCE N01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.

THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE THENCE N01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.

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THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE THENCE N01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.

THENCE S01°00'00" E 143.00 FEET TO A POINT ON THE THENCE N01°00'00" E 143.00 FEET TO THE POINT OF BEGINNING.



#### GENERAL NOTES

1. THE PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

2. THE PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

3. THE PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

4. THE PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### CERTIFICATE OF SURVEY

I, DANE MATTHEW COOPER, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THERE ARE NO EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS KNOWN TO ME, OR ANY OTHER PERSON, THAT AFFECT THE SURVEY OF THE PARCEL OF GRASSLAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DANE MATTHEW COOPER, PLS 38548  
March 28th, 2017



#### CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THE CITY OF BRIGHTON, COLORADO, HAS ADOPTED AND APPROVED THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR: DICK M. MCLEAN

CITY CLERK: NATALIE HOEL

#### ATTORNEY'S CERTIFICATE

I, \_\_\_\_\_, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE DEDICATED AND SHOWN UPON THE WITHIN PLAT AS FEE SIMPLE AND THAT THE DEDICATION IS THE DEDICATION'S, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. SIGNED \_\_\_\_\_

ATTORNEY AT LAW \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_

#### CLERK AND RECORDER'S CERTIFICATE

I, \_\_\_\_\_, CLERK AND RECORDER OF ADAMS COUNTY, AT BRIGHTON, COLORADO, ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

COUNTY CLERK AND RECORDER \_\_\_\_\_

BY: \_\_\_\_\_ DEPUTY

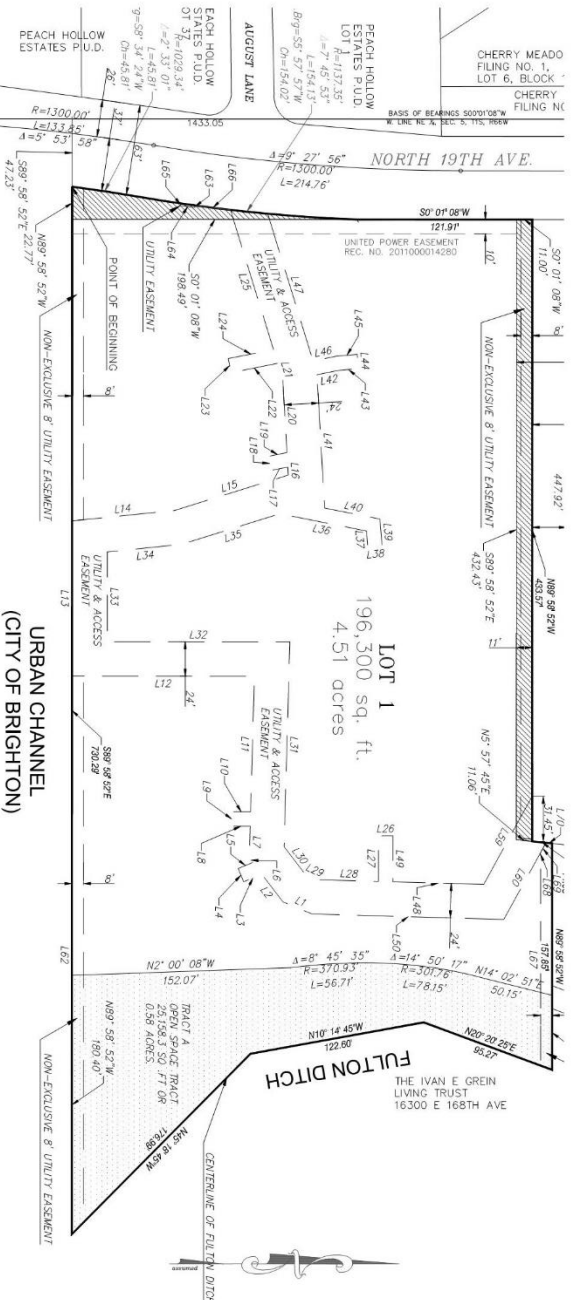
FILE NO. \_\_\_\_\_  
MAP NO. \_\_\_\_\_  
RECEPTION NO. \_\_\_\_\_

**SM**  
Sonder, Miller & Associates  
Engineering • Environmental • Surveying  
8000 West Fourteenth Avenue  
Lakewood, CO 80214  
Phone: (303) 534-0111 Fax: (303) 534-0115  
www.sondermiller.com  
Serving the Southwest & Rocky Mountains

# CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3



1. 1/4 SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

VACATED RIGHT-OF-WAY  
RECEPTION NO. \_\_\_\_\_

TRACT A SUMMARY CHART  
TRACT A - OPEN SPACE TRACT  
OWNER: CITY OF BRIGHTON, COLORADO  
SUBDIVISION: CHRISTINE PLACE SUBDIVISION  
ACREAGE: 0.58 ACRES

**SMA**  
Sonder, Miller & Associates  
Engineering • Environmental • Surveying  
8000 West Fourteenth Avenue  
Lakewood, CO 80214  
Phone (303) 238-0611 Toll-free (877) 282-0912 Fax (303) 238-0745  
Serving the Southwest & Rocky Mountains

SHEET 2 OF 3



PREPARED FOR: THE WILLIAM E. TEATRE 2012 IRREVOCABLE TRUST,  
DATED DECEMBER 21, 2012  
PREPARED BY: FCK/ARW CONSULTING, INC.  
DATE: March 28, 2017

# CHRISTINE PLACE SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF  
THE 6TH P.M. CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 3 OF 3

LINE TABLE

Line #	Bearing	Length
L1	N22° 30' 00"E	22.04'
L2	N52° 25' 48"E	24.32'
L3	N22° 30' 00"W	13.66'
L4	N67° 30' 00"E	10.00'
L5	S22° 30' 00"E	10.96'
L6	N52° 25' 48"E	3.89'
L7	S88° 24' 14"E	22.20'
L8	N07° 00' 00"E	12.86'
L9	N00° 00' 00"E	10.00'
L10	S07° 00' 00"E	13.14'
L11	S88° 24' 14"E	94.64'
L12	N07° 04' 00"E	126.98'
L13	S89° 58' 52"E	108.17'
L14	S5° 48' 42"E	71.81'
L15	S17° 18' 48"E	82.81'
L16	N66° 44' 11"E	5.59'
L17	N11° 15' 00"W	11.85'
L18	N78° 45' 00"E	10.00'
L19	S11° 15' 00"E	13.25'
L20	N66° 44' 11"E	50.94'
L21	N72° 53' 49"E	11.91'
L22	N11° 15' 00"W	33.17'
L23	N78° 45' 00"E	10.00'
L24	S11° 15' 00"E	32.15'
L25	N72° 53' 49"E	101.88'

LINE TABLE

Line #	Bearing	Length
L26	N07° 00' 00"E	10.00'
L27	N90° 00' 00"W	31.87'
L28	N1° 35' 46"E	40.91'
L29	N22° 30' 00"E	11.25'
L30	N52° 25' 48"E	23.60'
L31	S88° 24' 14"E	142.96'
L32	N07° 04' 00"E	123.15'
L33	S89° 58' 52"E	62.56'
L34	S5° 48' 42"E	52.05'
L35	S17° 18' 48"E	71.63'
L36	S11° 15' 00"W	61.48'
L37	S85° 05' 08"W	11.45'
L38	S4° 54' 52"E	10.00'
L39	N85° 05' 08"E	18.96'
L40	N11° 15' 00"E	39.19'
L41	N66° 44' 11"E	93.12'
L42	S11° 15' 00"E	15.33'
L43	S5° 01' 18"E	13.94'
L44	N84° 58' 44"E	10.00'
L45	N5° 01' 16"W	14.49'
L46	N11° 15' 00"W	16.71'
L47	N72° 53' 49"E	107.32'
L48	N1° 35' 46"E	63.36'
L49	N90° 00' 00"E	32.15'
L50	N1° 35' 46"E	133.37'

LINE TABLE

Line #	Bearing	Length
L59	N61° 15' 51"W	70.05'
L60	N61° 15' 51"W	60.87'
L62	S89° 58' 52"E	389.13'
L63	S81° 57' 09"E	1.44'
L64	S8° 02' 51"W	10.00'
L65	N81° 57' 09"W	1.44'
L66	S7° 10' 12"W	24.84'
L67	S89° 58' 52"E	147.68'
L68	N5° 57' 45"E	0.59'
L69	S61° 15' 51"E	8.68'
L70	S5° 57' 45"W	4.44'

ACCESS AND UTILITY EASEMENT LINE TABLES



**Soudier, Miller & Associates**  
Engineering • Environmental • Surveying  
8000 West Fourteenth Avenue  
Lakewood, CO 80214  
Phone (303) 239-9011 Tele-Fax (377) 239-0942 Fax (303) 239-0745  
www.soudiermla.com  
Serving the Southwest & Rocky Mountains

SHEET 3 OF 3

## EXHIBIT B

### SCHEDULE OF PUBLIC IMPROVEMENTS



**JVA, Incorporated**  
1319 Spruce Street  
Boulder, CO 80302  
Ph: 303.444.1951  
Fax: 303.444.1957

Job Name: CK Village Apartments  
Job Number: 2139c  
Date: 04/06/2016  
By: JMM  
Phase: City Planning

**Opinion of Probable Costs  
for  
Christine Apartments  
Brighton, Colorado**

	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing Curb & Gutter	500	LF	\$3.00	\$1,500.00
Demo Existing Sidewalk	500	SF	\$1.80	\$900.00
Demo Existing Asphalt	13,450	SF	\$1.25	\$16,812.50
Sawcut - Asphalt	1,062	LF	\$1.00	\$1,062.00
Stripping and Stockpile topsoil	4.1	AC	\$750.00	\$3,060.00
Pavement Subgrade Prep - 12" Scarify,Recompact	500	CY	\$2.00	\$1,000.00
Import and place topsoil	50	CY	\$50.00	\$2,500.00
Cut, Fill and Compact Onsite Material	3,000	CY	\$2.50	\$7,500.00
Seeding (20 lbs/AC)	1	AC	\$2,000.00	\$1,620.00
Sod	1,479	SF	\$2.00	\$2,958.00
Pipe Bollard (6" dia, conc filled)	4	EA	\$800.00	\$3,200.00
	General Sitework Subtotal			\$42,112.50
Pavements				
Asphalt T-Patch - assume 6" thick	2,124	SF	\$8.00	\$16,992.00
Asphalt Paving - 6"	2,792	TONS	\$70.00	\$195,457.50
Concrete - 4" (flatwork, fiber reinforced)	14,650	SF	\$3.50	\$51,275.00
Concrete - 8" (rebar reinforced)	100	SF	\$6.50	\$650.00
Retaining Walls - Reinforced Concrete	10	CY	\$400.00	\$4,000.00
Retaining Walls - Modular Block	568	FSF	\$22.00	\$12,496.00
Concrete - Mow Strip (8" x 8", no reinforcing)	941	LF	\$12.00	\$11,292.00
Concrete - Curb & Gutter - 6" Vertical, 2' Pan	947	LF	\$16.50	\$15,625.50
Concrete - Curb & Gutter - 6" Vertical, 1' Pan	2,162	LF	\$12.00	\$25,944.00
Concrete - Curb Ramps (with detectable warning)	7	EA	\$700.00	\$4,900.00
Concrete - 8' Pan (8" thick, reinforced)	53	LF	\$80.00	\$4,240.00
Striping (4" wide)	2,430	LF	\$0.25	\$607.50
Signage (small including post)	6	EA	\$250.00	\$1,500.00
Signage (large including post)	2	EA	\$400.00	\$800.00
Thermoplastic Striping	950	SF	\$16.00	\$15,200.00
Traffic Control Plan for Work in Street	1	LS	\$2,000.00	\$2,000.00
	Pavements Subtotal			\$362,979.50
Utility - Water				
Large Diameter Tapping Saddle on Main	2	EA	\$2,500.00	\$5,000.00
Meter - 1" , 3/4" Pit, 22" diameter	5	EA	\$500.00	\$2,500.00
Water Line - 3/4" Copper	73	LF	\$25.00	\$1,825.00
Water Line - 2" Copper	195	LF	\$45.00	\$8,775.00
Water Line - 4" PVC C900	195	LF	\$30.00	\$5,850.00
Water Line - 8" PVC C900	756	LF	\$40.00	\$30,240.00
Gate Valve - 4" w/ Box	4	EA	\$400.00	\$1,600.00
Gate Valve - 6" w/ Box	7	EA	\$600.00	\$4,200.00
Gate Valve - 8" w/ Box	9	EA	\$800.00	\$7,200.00

	Quantity	Units	Unit Cost	Total
Gate Valve - 12" w/ Box	2	EA	\$1,000.00	\$2,000.00
Tee - 8" x 4"	4	EA	\$500.00	\$2,000.00
Tee - 8" x 6"	10	EA	\$500.00	\$5,000.00
Tee - 8" x 8"	1	EA	\$500.00	\$500.00
Tee - 12" x 6"	1	EA	\$600.00	\$600.00
Tee - 12" x 8"	1	EA	\$600.00	\$600.00
Bend - 8" x 11.25 Degree	2	EA	\$447.00	\$894.00
Bend - 8" x 22.5 Degree	4	EA	\$448.00	\$1,792.00
Bend - 8" x 45 Degree	6	EA	\$449.00	\$2,694.00
Cut in 8" x 6" Tee	2	EA	\$3,500.00	\$7,000.00
Cut in 8" x 8" Tee	2	EA	\$3,500.00	\$7,000.00
Cut in 12" x 6" Tee	1	EA	\$3,500.00	\$3,500.00
Cut in 12" x 8" Tee	1	EA	\$3,500.00	\$3,500.00
Fire Hydrant Assembly - 6"	5	EA	\$3,500.00	\$17,500.00
Tracer Wire	30	LF	\$0.20	\$6.00
Tracer Wire Test Station	5	EA	\$100.00	\$500.00
	Utility - Water Subtotal			\$122,276.00
Utility - Sanitary Sewer				
Sewer Line - 4" PVC SDR 35	493	LF	\$28.00	\$13,804.00
Cleanout w/ conc collar	13	EA	\$800.00	\$10,400.00
Manhole - 4' diameter (6' depth)	3	EA	\$3,500.00	\$10,500.00
Wye - 8" x 4"	2	EA	\$1,500.00	\$3,000.00
	Utility - Sanitary Sewer Subtotal			\$37,704.00
Utility - Storm Drainage System				
Storm Line - 15" RCP	478	LF	\$30.00	\$14,340.00
Storm Line - 12" PVC SDR 35	16	LF	\$50.00	\$800.00
FES - 12" Concrete	4	EA	\$700.00	\$2,800.00
Underdrain - 6" PVC (perforated underdrain)	190	LF	\$16.00	\$3,040.00
Cleanout - Underdrain, Foundation Drain or Roof Drain	3	EA	\$700.00	\$2,100.00
Manhole - 4' (6.5' depth)	1	EA	\$3,000.00	\$3,000.00
Inlet - 15" Area Drain (Nyloplast)	1	EA	\$1,000.00	\$1,000.00
Inlet - Type 13 (3' depth)	1	EA	\$2,000.00	\$2,000.00
Inlet - Double Type 16 (5' depth)	1	EA	\$3,500.00	\$3,500.00
Inlet - 10' Type R (2' depth)	1	EA	\$5,500.00	\$5,500.00
Inlet - 10' Type R (6' depth)	1	EA	\$5,500.00	\$5,500.00
12" Sidewalk Chase	28	LF	\$300.00	\$8,400.00
Detention Pond Outlet - (Major & Minor Restrictions w/ WQ	2	EA	\$7,500.00	\$15,000.00
Riprap Type M	40	CY	\$90.00	\$3,640.00
	Utility - Storm Drainage System Subtotal			\$70,620.00
Erosion Control				
Silt Fence	1535	LF	\$2.50	\$3,837.50
Slope Protection Mat	957	SY	\$12.00	\$11,484.00
Inlet Protection	8	EA	\$250.00	\$2,000.00
Vehicle Tracking Control	2	EA	\$1,500.00	\$3,000.00
Erosion Control Maintenance (months)	6	EA	\$400.00	\$2,400.00
	Erosion Control Subtotal			\$22,721.50
	PROJECT TOTAL			\$658,413.50

## EXHIBIT C

### IRREVOCABLE LETTER OF CREDIT FORM

**This form serves as an example of Irrevocable Letter of Credit terms which the City of Brighton will accept. Although acceptable letters of credit terms may vary, the City will approve only letters of credit which comply with the requirements of the City's Development/Subdivision/Annexation Agreements. 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 4<sup>th</sup> 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 County, 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:  
COUNTY 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**

### **LEGAL DESCRIPTION OF PUBLIC USE LAND CONVEYANCE**

1. School Site Dedication. The Developer shall satisfy the required dedication of land for a school site will be satisfied by paying the fee-in-lieu of land dedication.
2. Community Park. Community Park land dedication is not required as this is an infill development.
3. Neighborhood Park. Neighborhood Park land dedication is not required as this in an infill development.
4. **Open Space Land Dedication.** The Developer shall dedicate .58 acres described in the Final Plat as Tract A. The remaining Open Space land dedication requirement shall be satisfied by paying fee-in-lieu of land dedication at time of the issuance of the first building permit for the Development.

**EXHIBIT E**

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

[Not required for Christine Place Subdivision]

## **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 WILLIAM E. TEATER IRREVOCABLE TRUST (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 dedicate water resources as more particularly set forth below.

**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 has transferred to the CITY, prior to approval of the Final Plat for the **Christine Place Subdivision**, in a form acceptable to the City Water Attorney and City Water Rights Engineer sufficient water for the full development of the Project as platted. City acknowledges receipt of the water.
2. The Developer will pay at building permit issuance the “With 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.
1. This Agreement shall be an attachment to the **Christine Place 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.

**DEVELOPER/OWNER:**

By: \_\_\_\_\_  
Name  
Title  
Company Name

COUNTY OF ADAMS       )  
  ) SS  
STATE OF COLORADO    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

WITNESS my hand and official seal.

By: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF BRIGHTON:**

By: \_\_\_\_\_  
Richard N. McLean, Mayor

ATTEST:

By: \_\_\_\_\_  
Natalie Hoel, City Clerk

**IN WITNESS WHEREOF**, Grantor has executed the foregoing on the date and year first  
above written.

**GRANTOR:**

By: \_\_\_\_\_  
Name  
Title  
Company Name

COUNTY OF ADAMS       )

STATE OF COLORADO       ) SS  
                                      )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

WITNESS my hand and official seal.

By: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT G**

### **SPECIAL PROVISIONS**

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN CHRISTINE PLACE SUBDIVISION DEVELOPMENT AGREEMENT, BETWEEN THE CITY OF BRIGHTON, COLORADO, AND THE WILLIAM E. TEATER 2012 IRREVOCABLE TRUST, dated DECEMBER 21, 2012. 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, RGPS shall mean Residential Growth Pacing System
2. **Phasing Plan.** The Parties acknowledges that at the present time there is no Phasing Plan being proposed by the Developer. The Developer reserves its right to propose a Phasing Plan for the Project at a future date. In such event the parties agree to amend this Agreement accordingly to effectuate the phasing plan of the Developer. No amendments or alterations to any approved 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, construction yard, and model homes. 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.
5. **School Fees.** Developer shall pay a fee in lieu of land dedication in the amount of \$25,727 to the Brighton School District. Said fee in lieu shall be paid to the School District within thirty (30) days following the date on which the Final Plat is recorded and before a building permit will be issued for the Development, as required in the Intergovernmental Agreement Concerning Fair Contributions for School Sites, and the Methodology to Determine Fair Contribution for Public School Sites, attached thereto dated February 16, 2002, as amended, the terms of which are incorporated herein by this reference.
6. **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 disbursement 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 as part of each residential building permit. After establishment and assessment of any school fees as aforesaid, as a condition of approval 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, prior to the release of a residential building permit.

7. **Water Resources.** Notwithstanding anything herein to the contrary, the City acknowledges that Developer has dedicated sufficient water for the Development and no further water dedication is required by Developer. Therefore, the Developer shall pay With Water Rights fee at the time of building permit issuance, in the amount in effect at the time payment is made.
8. **Construction of North 19<sup>th</sup> Avenue and Jennifer Court.**
  - A. The Developer shall, at its sole cost and expense, design and reconstruct the street section for North 19<sup>th</sup> Avenue to the standard City 'collector' street section, from the south property line to the north property line, in accordance with the City approved Final Plats, Construction Plans submitted by Developer and approved by the City, and other applicable City specifications in effect at the time of construction. No building permits shall be issued until such time as the construction of this portion of 19<sup>th</sup> Avenue is completed, approved, and construction accepted by the City.
  - B. The Developer shall, at its sole cost and expense, design and reconstruct the street section for Jennifer Court to a 'local' street section, from North 19<sup>th</sup> Avenue to the dead end terminus of Jennifer Court, in accordance with the City approved Final Plats, Construction Plans submitted by the Developer and approved by the City, and other applicable City specifications in effect at the time of construction. No building permits shall be issued for the Development until such time as the construction of this portion of Jennifer Court is completed, approved, and construction accepted by the City.
9. **Parks and Open Space Dedication/Park Impact Fees.**
  - A. Notwithstanding anything to the contrary in this Agreement, Developer is not subject to the neighborhood park and community park land dedication requirements, as this Development is an infill development.
  - B. The open space dedication requirement for the Development is 4.25 acres. Developer shall satisfy the open space dedication requirement by dedicating a .57 acre tract (Tract A on the Final Plat) and paying a fee in lieu of dedication of \$106,720 (\$29,000/acre for the remaining 3.68 acres). Said fee in lieu shall be paid by the Developer in immediately-available funds prior to, and as a condition precedent to, the issuance of the first construction permit for the Development.
  - C. The Developer shall pay a Neighborhood Park Impact Fee per residential unit and a Community Park Impact Fee per residential unit. The Neighborhood Park Impact Fees and the Community Park Impact Fees shall be paid in full at time of building permit issuance, and shall be in the amount in effect at the time of permit issuance for park fees without land park land dedication.
10. **Water and Sewer Plant Investment Fee Reduction.**

In documentation provided to the City, attached hereto as Exhibit G-1 and incorporated herein by this reference, the Developer represents that by incorporating certain specified water saving technologies into the Development, (i) indoor (domestic) water consumption will be reduced by 34%; and (ii) the volumetric sewer generation will be reduced by 34%, with no reduction in loading.

  - A. The Developer agrees to construct and maintain within the Development, the specific water saving technologies indicated in the attached Exhibit G-3, and further guarantees that said specific water saving technologies will be required and maintained throughout the life of the Development (repaired, replaced, restored).
  - B. In reliance on the representations and agreements of the Developer, and also on the condition that the post-construction monitoring of the water usage as more particularly set

forth in Section 12 hereof continues to support such reductions, the City agrees to

- a. Reduce the amount of the Water Connection System Fee due and owing by the Developer for the Development by 34%; said reduction shall be applied to the amount of the Fee in effect at the time payment is made; and
- b. Reduce the amount of the Sewer Connection Fee due and owing by the Developer for the Development by 34%; said reduction shall be applied to the amount of the Fee in effect at the time payment is made. Developer acknowledges and agrees that the Metro Wastewater Reclamation District fees are not subject to any reduction and are payable in full at the then-applicable rate.
- c. See Exhibit G-2 attached hereto and by this reference made a part hereof, for the estimates fee reductions.

11. **Post Construction Monitoring of Water and Sewer Usage.** Developer has agreed to install, at its sole cost and expense, separate metering for domestic and irrigation water consumption within the Development in order to facilitate the monitoring of the purported savings in water consumption (both domestic and irrigation) and sewer generation. To that end, the Developer shall install a separate domestic meter at each building in the Development to monitor domestic water usage and separate irrigation meters as approved in the Final Development Plan ("FDP") civil plan sets to monitor irrigation water usage. Said meters shall be placed in separate pits that are easily accessible for meter reading. These meters shall be installed with remote read equipment, collector, and repeater that are compatible with the City's then existing meter reading systems at the time of installation of the meters. The City shall own and operate all meters and remote read equipment and collectors after installation approval and shall be granted ingress/egress access to those meters and associated appurtenances for the purposes of maintenance, operation, repair, replacement, and reading. All meter installations must be approved through appropriate City channels in effect at time of installation. Installation of remote read equipment and collectors shall be coordinated with the Utilities Department and the Information Technology Department to ensure compatibility of the installation with the City's water and infrastructure. Developer may not install meters outside of the appropriate City channels in effect at time of installation. The Developer shall dedicate on the Final Plat all necessary easements for City access to all meters.

- **Wastewater (Sewer) Surcharge.** In reliance on the Developer's representation that wastewater volumetric discharge from the Development will be reduced by 27%, and the Developer's agreement to cooperate with the City in regard to monitoring water usage and related wastewater for the Development, the Developer and City agree on the following:

- i) If domestic water usage in a given month is greater than that shown in Table 1 of this Agreement, the entity responsible for payment of the utility service shall be charged a Wastewater Surcharge. This Surcharge will be applied in addition to all other applicable fees and charges and will be calculated as the domestic overage above the value shown in Table 1 on a monthly basis times the then applicable commercial volumetric sewer service rate times ten percent.

$$\text{Wastewater Surcharge} = (\text{Actual Billed Usage} - \text{Table 1 Usage}) * \text{Commercial Sewer Rate} * 10\%$$

- ii) The evaluation of the applicability of assessment of a Wastewater Surcharge shall continue on a monthly basis for the life of the Development. Said



Surcharge shall be implemented in any month for which usage meets the criterion set forth in subsection 10.A.i) above.

iii) The Surcharge shall be subject to the same collection procedures used by the City to collect other delinquent utility charges, including, but not limited to, placement of a lien on the property, curtailing or terminating service, and certification to the treasurer as delinquent taxes.

- **Water Usage/Monitoring/Surcharge.** In reliance on the Developer's representation that the total annual water usage within the Development will be reduced as noted in Paragraph 8 and the Developer's agreement to cooperate with the City in regard to the installation of separate meters and the monitoring of said water usage, the Developer and City agree on the following:
  - i) Domestic Surcharge. The City will begin surcharging for domestic usage overages for the purpose of verifying compliance with the proposed domestic usage immediately upon installation of appropriate water meters. The Developer's Design Scenario (see Table 1 below) for domestic water usage, as represented in documentation provided to the City by the Developer is 4,767,192 gallons/year. This represents a 34% saving compared to the baseline domestic usage of 7,284,816 gallons/year.

*Table 1: Allowed Monthly Domestic Usage*

January	February	March	April	May	June
397,266	397,266	397,266	397,266	397,266	397,266
July	August	September	October	November	December
397,266	397,266	397,266	397,266	397,266	397,266

- **Excess Usage Calculations.**

- (i) Domestic water usages shall be billed on a standard billing cycle and shall be charged at the then applicable water rates.
- (ii) If the domestic water usage, as a whole in a given month, is greater than the amount shown in Table 1, then a surcharge shall be applied for that month. This surcharge will be applied in addition to all other applicable fees and charges and will be calculated as the domestic overage above the value shown in Table 1 on a monthly billed basis times the then applicable volumetric indoor commercial water service rate times ten percent.

$$\begin{aligned} &\text{Domestic Water Surcharge} = \\ &(\text{Actual Billed Usage} - \text{Table 1 Usage}) * \text{Commercial Water Rate} * 10\% \end{aligned}$$

12. **Development Impact Fees Reductions.** Developer has conducted an analysis and provided documentation to the City to support and justify its request that the City approve certain reductions in the applicable Development Impact Fees and other fees associated with the development of the Project. The City has reviewed said request and determined the following reductions are justified: (i) a 50% reduction of the ***Building Permit Fee*** and (ii) a 95% reduction in the ***Plan Check Fee***. See Exhibit G-2 attached hereto and by this reference made a part hereof.

**EXHIBIT G-1**  
**Developer's Water/Sewer Usage Analysis**

<b>Project Name:</b>				
Christine Place Apartments				
<b>Interior Fixture Usage</b>				
<b>Baseline Scenario</b>				
<b>Fixture/End Use</b>	<b>Flow Rates (EPA Req.)</b>	<b>% of Total Water Usage</b>	<b>Average Use* in Gallons</b>	
Toilet	1.60 gpf	26.7%	18.50	
Clothes washer	12.00 gpcf	21.7%	15.00	
Shower	2.50 gpm	16.8%	11.60	
Faucet	2.50 gpm	15.7%	10.90	
Dishwasher	8.00 gpc	1.4%	1.00	
Baths	15.00 gpm	1.7%	1.20	
Other Domestic Uses	N/A	2.2%	1.60	
Leak Rate	N/A	13.7%	9.50	
<b>Avg. gallons per capita per day*</b>			<b>69.30</b>	
<b>Design Scenario</b>				
<b>Fixture/End Use</b>	<b>Flow Rates - Proposed</b>	<b>% Reduction from EPA Standard</b>	<b>Average Use Based on Proposed Flow Rates</b>	
Toilet	1.28 gpf	20.00%	14.80	
Clothes washer	7.40 gpcf	38.33%	9.25	
Shower	1.50 gpm	40.00%	6.96	
Faucet	0.50 gpm	80.00%	2.18	
Dishwasher	4.00 gpc	50.00%	0.50	
Baths	7.00 gpm	53.33%	0.56	
Other Domestic Uses	N/A	0.00%	1.60	
Leak Rate	N/A	0.00%	9.50	
<b>Avg. gallons per capita per day*</b>			<b>45.35</b>	
<b>Anticipated Project Usage</b>				
<b>Baseline Scenario</b>				

	<b>Avg. gallons per capita per day*</b>	<b># of Units</b>	<b>Total Usage Per Day</b>	<b>Total Usage Per Year (2 persons per bedroom)</b>
Total Domestic Use	69.30	144	9,979	7,284,816
<b>Design Scenario</b>				
	<b>Avg. gallons per capita per day*</b>	<b># of Units</b>	<b>Total Usage Per Day</b>	<b>Total Usage Per Year (2 persons per bedroom)</b>
Residential Use	45.35	144	4,354	4,767,192
<b>Water Savings (Design Scenario)</b>				<b>2,517,624</b>
<b>% Water Savings (Design Scenario)</b>			<b>34%</b>	<b>34%</b>
<b>*Average Use information provided by "Residential Water Use Summary", Aquacraft, Inc. and American Water</b>				

**EXHIBIT G-2**

**Estimated Fee Reductions for Sustainability Practices**

	Building Totals	Developer	City (Reductions)
<b>Building Permit Fees</b>			
Building Permit	\$24,509	\$12,254	50%
Plan Review	\$15,931	\$797	95%
<b>Water/Sewer Plant Investment Fee</b>			
Water Plant Investment Fee	\$629,888	\$415,726	34%
Sewer Plant Investment Fee – City of Brighton	\$138,604	\$91,478.64	34%
<b>Total Estimated Fee Reduction</b>		<b>\$288,676.36</b>	

\* All fees and associated reductions shown in Exhibit G-2 are estimates. Final fee totals will be based on the final approved plans and valuation for the project.

### **EXHIBIT G-3**

Sustainable Techniques to be implanted for Christine Place:

- Solar panels installed for exterior pole lights
- Wiring for future Solar panels
- Energy Star appliances
- Micro-irrigation systems
- Irrigation rain shut-offs and weather-based evaporation systems
- Xeric landscaping
- Recycled materials in landscape furniture and materials
- Low-e Dual-glazed and argon filled windows and sliding doors
- Recycled blown cellulose wall and attic insulation

Separate metering for domestic and irrigation taps:

- Each building will have its own meter
- Any water and wastewater usage that exceeds the agreed upon rate will pay a surcharge

**EXHIBIT H**

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

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the “Owner,” and the City of Brighton, a Colorado municipal corporation, 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 H1**, by the Owner and/or other Responsible Party as identified in **Exhibit H2**; 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. 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.

**Section 2. 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 and the City of Brighton Standards and Specifications Manuals 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 infiltration area within the Property contains standing water for more than seventy-two (72) hours after the end of a 5-year or less storm event or contains standing water for more than one hundred twenty hours after the end of a storm greater than the 5-year return period.

D) The Owner and/or Responsible Party shall perform regular inspections and maintenance in accordance with the Urban Storm Drainage Criteria Manual, City of Brighton Standards and Chapter 14 of the Municipal Code on all required Facilities and document maintenance, repair, and replacement needs to ensure compliance with the requirements of this Agreement. If maintenance practices for structures on the property cannot be located in the above referenced documents, the responsible party shall contact the City to ensure that proper maintenance is being addressed.

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 3. 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 4. Remediation**

A) If the Director 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 5. 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. 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 6. 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:*

*If Responsible Party:*

To Owner or Responsible Party as stated on **Exhibit H2.**

*If City:*

*With Copy To:*

Director of Utilities

City Manager

City of Brighton  
500 South 4th Avenue  
Brighton, CO 80601  
303.655.2033

City of Brighton  
500 South 4th Avenue  
Brighton, CO 80601  
303.655.2001

## Section 7. Definitions

- **“Director”** means the Director of Utilities of the City of Brighton, or his or her designee.
- **“Facilities”** see stormwater treatment and drainage facilities.

C) **“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.

D) **“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.

E) **“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 H2**, including their agents, representatives, successors and assigns.

F) **“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 H2** 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.

G) **“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 the Urban Storm Drainage Criteria Manual, Chapter 14 of Brighton Municipal Code, and City of Brighton standards. .

H) **“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.

I) **“Urban Drainage and Flood Control District”** means the district formed by Colorado legislature to assist local governments with flood control and drainage issues.

J) **“Urban Storm Drainage Criteria Manual”** means the most current standards and specifications document written and revised by the Urban Drainage and Flood Control District.

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

## **Section 8. 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.

[Signatures begin on the next page]

BRIGHTON:

CITY OF BRIGHTON, a Colorado municipal corporation

By: \_\_\_\_\_  
Director of Utilities

Attest:

By: \_\_\_\_\_  
Natalie Hoel, City Clerk

Approved as to Form:

\_\_\_\_\_  
Margaret R. Brubaker, Esq.  
City Attorney

OWNER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RESPONSIBLE PARTY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT H1**  
**Property Description**

Lot 1, Christine Place Subdivision, City of Brighton, County of Adams, State of Colorado

**EXHIBIT H2**  
**Owner/Responsible Party Contact Information**

Responsible Party:  
Jeffrey E Teater  
15846 Delta Ct.  
Brighton, CO 80603  
(303) 941-2453