Brighton Crossing Filing No. 2 Development Agreen	nent, 5 th Amendment	
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Brighton City Clerk		

THIS SPACE FOR RECORDER'S USE ONLY

BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT, FIFTH (5th) AMENDMENT

THIS FIFTH AMENDMENT (this "Amendment") is made and entered into this ____day of ______ by and among the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (hereinafter called the "City"), and BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company, authorized to conduct business in the State of Colorado (hereinafter referred to as "Developer"), and BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4, a metropolitan district established under the laws of the State of Colorado (hereinafter called "District No. 4"), BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 7, a metropolitan district established under the laws of the State of Colorado (hereinafter called "District No. 7"), and the BRIGHTON CROSSING OPERATIONS BOARD, an independent intergovernmental entity established under the law of the State of Colorado (hereinafter called "BCOB").

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

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

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

WHEREAS, on March 6, 2018, Developer and District No. 4 further amended the Agreement with the City (the "Second Amendment", and together with the Original Agreement and the First Amendment, the "Agreement") for the Development, which was approved by City Council Resolution No. 2018-20, and which Second Amendment was recorded in the real property

records of the Clerk and Recorder of Adams County on May 15, 2018, at Reception No. 2018000039337; and

WHEREAS, on March 6, 2018, Developer and District No. 4 further amended the Agreement with the City (the "Third Amendment", and together with the Original Agreement, the First Amendment and the Second Amendment, the "Agreement") for the Development, which was approved by City Council Resolution No. 2018-21, and which Third Amendment was recorded in the real property records of the Clerk and Recorder of Adams County on May 15, 2018, at Reception No. 2018000039338; and

WHEREAS, in 2017, Developer and District No. 4 amended the Agreement with the City (the "Fourth Amendment," and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the "Agreement") for the Development, and which Fourth Amendment was recorded in the real property records of the Clerk and Recorder of Adams County on October 13, 2017, at Reception No. 2017000089856; and

WHEREAS, Developer currently owns the sum total of Phases 18-19 of the Development (as such Phases are described pursuant to the Phasing Plan attached to the Agreement as Exhibit B-2); and

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

WHEREAS, an amendment to the Plat relative to certain lots and other property within what was, under the original Agreement, designated as Phases 18-19 of the Development, titled Brighton Crossing Filing No. 2, 8th Amendment (the "Plat Amendment"), as described more fully in **Exhibit A**, has been submitted to the City for review and said plat amendment (which amendment redesignates Phases 18-19 as Phase 13 for the Development) requires approval by the City Council and necessitates an amendment to the Agreement; and

WHEREAS, Phases 1-12 of the Development have been completed or are currently under construction and Phase 13 is addressed hereby; and

WHEREAS, because the Developer is concurrently herewith amending the Plat pursuant to the Plat Amendment, the Developer, District No. 4, District No. 7, the BCOB and the City are entering into this Amendment to set forth their understandings and agreements regarding the improvements to be constructed by or on behalf of Developer, the BCOB and/or a new Title 32 metropolitan district formed for the purpose of constructing said improvements within what was previously Phases 18-19 of the Development, which phases are now being redesignated as Phase 13 ("Phase 13").

WHEREAS, the Developer, District No. 4 and the City desire to add District No. 7 and the BCOB as parties to this agreement based upon ownership and authority for improvements that has changed as the Development has occurred and District No. 7 and the BCOB wish to join the agreement as Parties; and

WHEREAS, the Developer has submitted a revised Schedule of Public Improvements for the Phase 13 Improvements (defined below); and

WHEREAS, the terms of the original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment remain in full force and effect except as specifically modified herein with the addition of District No. 7 and the BCOB as parties to the Agreement; and

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

NOW, THEREFORE, in consideration of the Agreement and the foregoing recitals, which are a substantive and enforceable part of this Fifth Amendment, and for the mutual promises and covenants set forth herein, and for other good and valuable consideration, the City, District No. 4, District No. 7, the BCOB, and the Developer (the "Parties") hereto promise, covenant, and agree to the following amendments:

- The existing Schedule of Improvements attached as Exhibit B1 of the Brighton A. Crossing Filing No. 2 Development Agreement, dated December 17, 2002, is hereby amended to include the Schedule of Improvements attached hereto as Exhibit B-1d ("Phase 13 Improvements"). Notwithstanding said substitution, it is agreed by the parties hereto that the new Schedule of Improvements shall only have the effect of modifying the Phase 13 Improvements (it being specifically acknowledged that improvements for Phases 1-12 remain subject to the Agreement, and any subsequent amendments as they apply. To the extent of any conflict between the Schedule of Improvements attached to the Brighton Crossing Filing No. 2 Development Agreement, dated December 17, 2002, and Exhibit B-1d, as pertains solely to the Phase 13 Improvements, **Exhibit B-1d** shall control. Notwithstanding the foregoing, it is the intention of the Schedule of Public Improvements to outline the estimated costs for all public improvements, and other improvements that are public in nature, that the City will secure with a financial guarantee to ensure the successful installation and acceptance of the developer's requirements during development. Thereby, the City reserves the right to request an updated Schedule of Improvements prior to the commencement of construction, which shall include relative estimated costs, if any improvements required of the developer are inadvertently omitted from this Schedule at the time of acceptance and approval of the Development Agreement.
- B. The existing Phasing Plan shown in Exhibit B-2 of the original Agreement is hereby amended to include the Phasing Plan for the Development attached hereto as **Exhibit B-2d**. Notwithstanding said substitution, it is agreed by the parties hereto that the new Phasing Plan (Exhibit B-2d) shall only have the effect of redesignating what was previously referred to as Phases 18-19 as Phase 13 of the Development. Developer may not deviate from the Phasing Plan (Exhibit B-2d) except by formal approval by the Community Development Director.
- C. In addition to the requirements of Exhibit F Special Provisions of the original Agreement, the following special provisions shall apply:
 - **18.** <u>Timing and Maintenance of Drainage Facility</u>. The timing and long-term maintenance of the drainage facilities will be pursuant to the

- "Infrastructure Improvements Agreement", recorded with the Adams County Clerk and Recorder's Office at Reception number 2024000039315 and the document titled "Memorandum of understanding to allow for Improvements and Expansion of Regional Detention Pond 308" between the City of Brighton and Adams County dated June 18, 2024. No residential building permits for Phase 13 shall be submitted or issued until Pond 308 has received initial construction acceptance.
- 19. N. Golden Eagle Parkway. The Developer, District No. 4, District No. 7 and/or the BCOB, at its sole cost and expense, shall construct, or cause to be constructed, the remainder of N. Golden Eagle Parkway from its intersection with E. Bridge Street to Longs Peak Street. Furthermore, the Developer, District No. 4, District No. 7 and/or BCOB, have obtained permission from Adams County to receive construction review and approval from City of Brighton in anticipation of annexation of N. Golden Eagle Parkway into the City of Brighton, and to construct the un-annexed portion of N. Golden Eagle Parkway as a condition of the issuance of a development permit for the Phase 13 Improvements. N. Golden Eagle Parkway will be constructed contemporaneously with all other Phase 13 Improvements. Notwithstanding the foregoing, the parties will continue to collaborate with Adams County regarding necessary approvals and permissions.
- **20.** Annexation of N. Golden Eagle Parkway. The Developer, District No.4, District No. 7 and/or the BCOB shall cause the annexation of the un-annexed portion of N. Golden Eagle Parkway as a condition of final acceptance of the Phase 13 Improvements.
- 21. Submittal of Sequential Documents. Following the approval of the Final Plat, the Developer, District No. 4, District No. 7 and/or the BCOB shall submit a change order to the City detailing the design for the un-annexed portion of N. Golden Eagle Parkway and its associated infrastructure, including but not limited to, a crossing over the Speer Canal and a trail connection to E. Bridge Street. Said change order shall be approvable by the City prior to the issuance of a development permit for Phase 13 (but the City acknowledges it may still be pending approval by third-party referral agencies, which shall not delay issuance of a development permit). The Developer, District No. 4, District No. 7 and/or the BCOB acknowledge that receiving a development permit prior to approvals from certain third-party referral agencies will be at their own risk. Any change required from a third-party referral agency shall be reflected in a change order to the approved civil plans and the approved development permit.
- **22.** Community Mailboxes. The Developer, District No. 4, District No. 7 and/or the BCOB, at its sole cost and expense, shall construct a community mailbox(es) at a location(s) and design(s) approved by the US Postal Service within the Development for use by all residents living in Phase 13 of the Development. The community mailbox(es) serving a particular phase shall be installed prior to the City's issuance of residential building permits for such phase.

- 23. Trail and Sidewalk Improvements. Developer, District No. 4, District No. 7 and/or the BCOB, at its sole cost and expense, shall construct, or cause to be constructed, all sidewalk and trail improvements in connection with the applicable development Phase in accordance with the approved Civil Engineering Documents. The maintenance, repair, and replacement of the trail and sidewalk improvements shall be the sole responsibility of District No. 4, or the adjacent property owner, in perpetuity.
- 24. Water Dedication. The Developer, at its sole cost and expense, shall satisfy the water dedication requirements for Phase 13 of the Development by providing a fee in lieu of water dedication as allowed by the Original Agreement. Fee in lieu of water dedication for the irrigation of public areas and landscape tracts shall be provided to the City at the time of development permit. All remaining fee in lieu required for domestic use shall be required at the time of individual building permits. All Fee in Lieu payments shall be the fee in effect at the time of such payment.
- **25.** Water Taps. The Developer, District No. 4, District No. 7 and/or the BCOB, at the applicable Party's sole cost and expense, shall be responsible for paying for the Water Taps required in each of the Tracts outlined in the Tract Summary attached hereto as **Exhibit C**. The cost for the Water Taps shall be the price in effect at the time of permit issuance.
- **26.** <u>Tract Maintenance</u>. The Developer, District No. 4, District No. 7 and/or the BCOB, shall be responsible for the maintenance of all other Tracts upon their completion and acceptance consistent with the Tract Summary attached hereto as <u>Exhibit C</u>.
- **27.** Future Development Signs. Prior to the issuance of any residential building permits in Phase 13, the Developer, District No. 4, District No. 7 and/or the BCOB, at its sole cost and expense, shall erect a future development sign at the dead end of Colorado River Avenue, just south of its intersection with Royal Pine Street. The sign shall notify residents that the street will be extended in the future in connection with future development.
- **28.** <u>Timing of Public Improvements</u>. All Phase 13 Improvements shall be constructed and receive initial construction acceptance prior to the submittal and issuance of residential building permits for Phase 13.
- 29. Capital Facility Fee Foundation. The Developer is aware of the School District Capital Facility Fee Foundation, whose purpose is to administer the collection from various development entities of a "Capital Facility Fee" for disbursal to School District 27J to fund a portion of the cost 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.

- D. Section 6.2 of the Agreement is hereby deleted in its entirety. Inspection fees are subject to the adopted City's Fee Resolution in effect at the time of inspection.
- E Notices to Developer pursuant to the Agreement shall be sent to:

Brookfield Residential (Colorado), LLC

Attn: Sandi Thomas

6465 S. Greenwood Plaza Blvd, Suite 700

Centennial, CO 80111

Email: Sandi. Thomas@brookfieldpropertiesdevelopment.com

With a copy to:

Foster Graham Milstein & Calisher, LLP

Attn: Erik Carlson

360 S. Garfield St. #600

Denver, Colorado 80209

Email: ecarlson@fostergraham.com

F. Notices to the District No. 4, District No. 7 or the BCOB pursuant to the Agreement shall be sent to:

Brighton Crossing Metropolitan District No. 4

c/o Pinnacle Consulting Group, Inc.

Attn: Jason Woolard

550 West Eisenhower Boulevard

Loveland, CO 80537

Email: jasonw@pcgi.com

With a copy to:

White Bear Ankele Tanaka & Waldron

Attn: Blair M. Dickhoner

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

Email:

bdickhoner@wbapc.com

G. This Amendment shall run with the land and the obligations of the Developer hereunder shall be binding upon Developer's successors and assigns. Upon execution hereof, the City shall cause the same to be recorded at Developer's expense in the office of the Clerk and Recorder of Adams County, Colorado.

Subject to the amendments herein contained, the Agreement remains in full force and effect.

H For clarity, the Parties hereto recognize that, notwithstanding the specification of any undertaking or obligation hereunder or in the Agreement as the responsibility of District No. 4's, District No. 7's or the BCOB's obligations and undertakings with respect to the Phase 13 Improvements may be assigned and/or assumed by a

[Signatures on following page]

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.

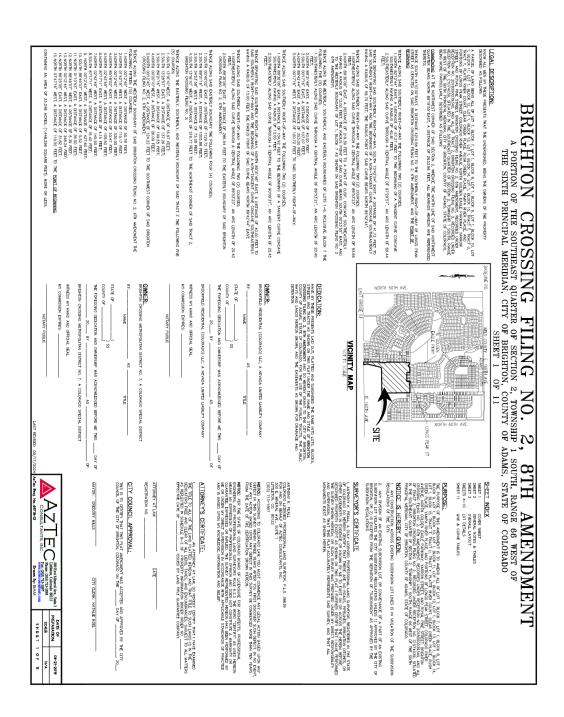
DEVELOPER:

Brookfield Residential (Colorado) LLC, A Nevada Limited Liability Company
By:_ Sandi Thomas, Senior Vice President
By:_ Peter Lauener, President
STATE OF COLORADO)) ss. COUNTY OF)
The foregoing instrument was acknowledged before me this day of, 20 by Sandi Thomas, Senior Vice President of Brookfield Residential (Colorado), LLC and by Peter Lauener, President of Brookfield Residential (Colorado), LLC.
WITNESS my hand and official seal:
Notary Public
My commission expires:

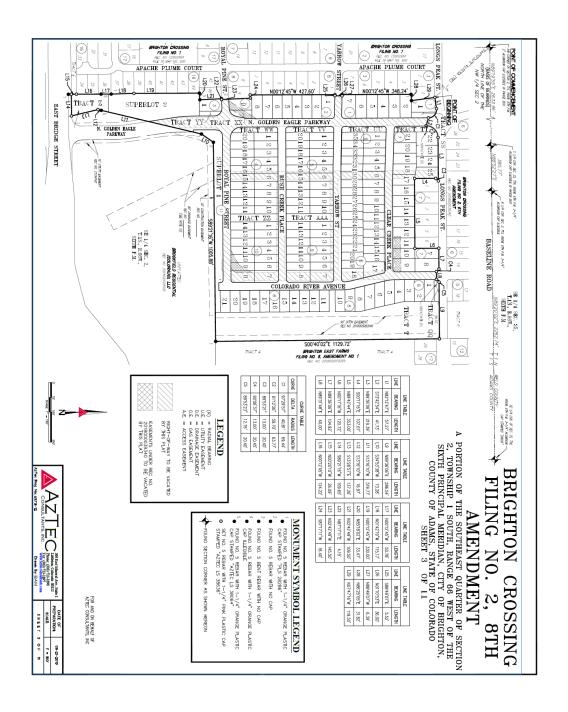
Brighton Crossings Operations	Board	
By:		
Name:		
Title:		
STATE OF COLORADO)) s COUNTY OF)		
The foregoing instrument was ac 20byOperations Board.	knowledged before me thisof th	day of, ne Brighton Crossings
WITNESS my hand and official	seal:	
Notary Public		
My commission expires:		
Brighton Crossings Metropolit	nn District No. 4	
By:Name:Title:		
STATE OF COLORADO)) s COUNTY OF)		
The foregoing instrument was ac		
20by Operations Board.	asof the	e Brighton Crossings
WITNESS my hand and official	eeal:	
Notary Public		
My commission expires:		

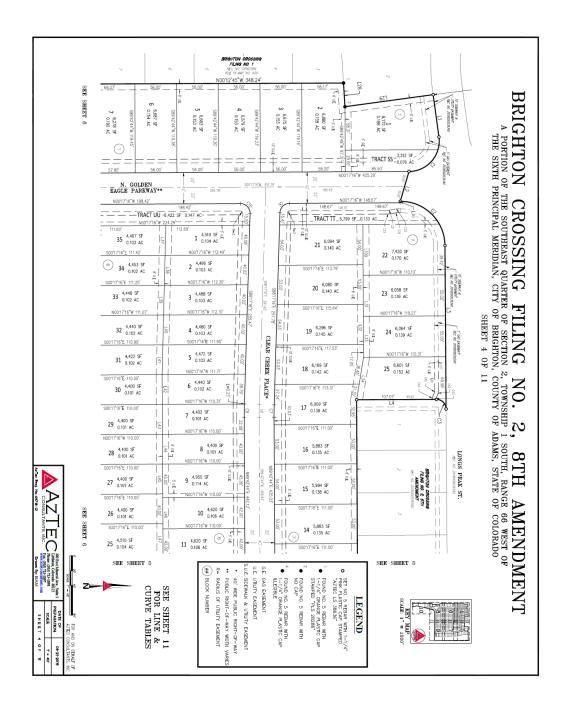
Brighton Crossings Metropolitan Dis	strict No. 7
By:	
Name:	
Title:	
STATE OF COLORADO)) ss. COUNTY OF)	
(COUNTY OF	
The foregoing instrument was acknowled	ledged before me thisday of
20 by as	sof the Brighton Crossings
operations Board.	
WITNESS my hand and official seal:	
Notary Public	
My commission expires:	
wiy commission expires.	
	CITY OF BRIGHTON, COLORADO
	By: Gregory Mills, Mayor
	ATTEST:
	Natalie Hoel, City Clerk
	Approved as to Form:
	Alicia Calderon, City Attorney

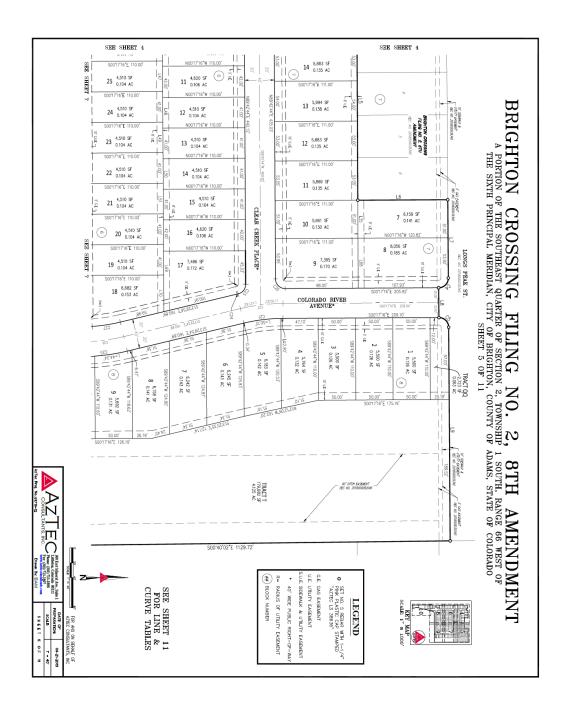
EXHIBIT A Plat

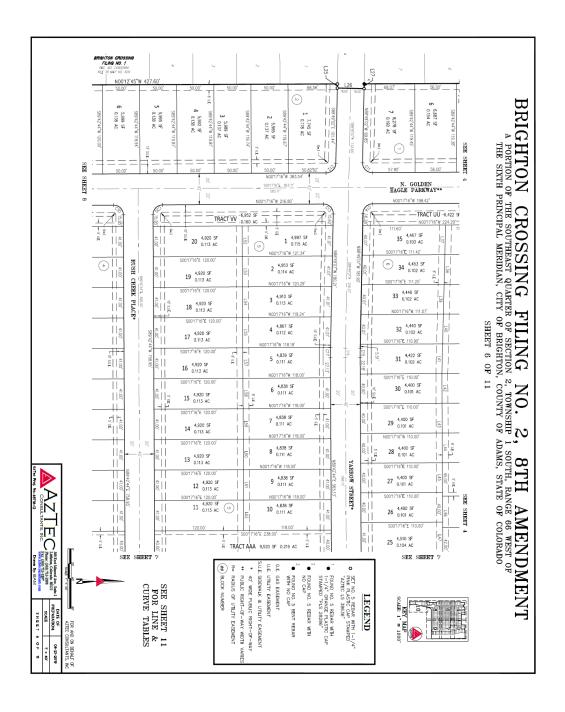


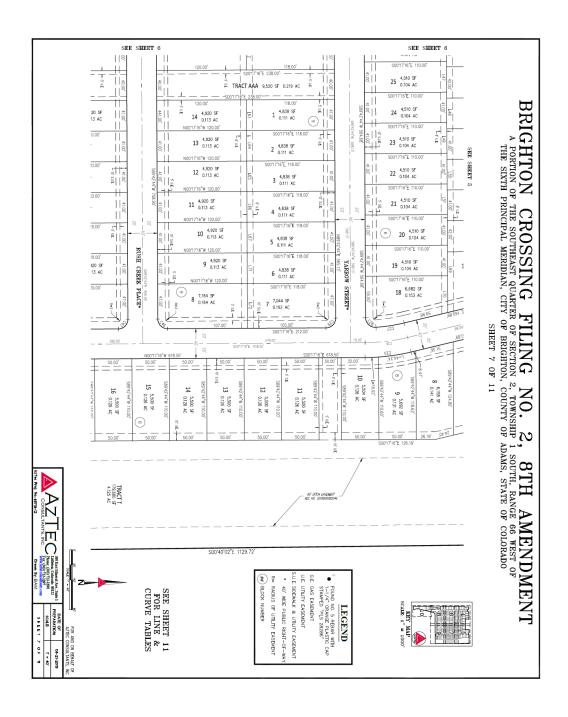
BRIGHTON ** ASODENIAM**, /** SNORE FAMILY NOTES: ** ASODENIAM**, /** ASODENIAM**, /** ** ASODENIAM**, /* ** ASODENIAM**, /** ** ASODE 12. THE DNAHAGE/ACCESS EASCHORT IS TOR PURPOSES OF INSPECTION AND ASSURANCE OF CONFILMACE TO THE CITY OF BRIGHTON MANUFAL COCE. MANITEMANCE REPARK, AND LONG TERM FUNCTION OF THE DRAHAGE FACILITIES WILL BE THE CHI-COMG RESPONSIBILITY OF THE PROPERTY OWNER. THIS PLAT IS SUBJECT TO THAT SEPPAGE EASEMENT AGREEMENT RECORDED UNDER RECEPTION NO. 2016000045409 IN SAID RECORDS. B. THIS FLAT IS SUBJECT TO THAT SPEER CAMAL EASSMENT RECORDED IN BOOK 87 AT PAGES 167 & 168 ALONG WITH THAT LOSS PPELINE RIGHT OF WAY UNDER THE SPEEN CAMAL AS DESCRIBED IN BOOK 352 AT PAGE 292 IN SAID RECORDS. 4. HE SURVEDS PROPERTY SHOWN HERBIN LESS WITHIN FOR HEAVES, FLOOD JOHE "X", AREAS GENERANDED TO BE OLITIBLE THE D.S. ANNIAL CHARLES FLOODY-LAW, BE EXECUTE DESCRIPCION MANAGEMENT ACROPS AND NEUGRANDE BAIE MAP (FROM NO. OBDITIONALS) WITH A REVISED DATE OF MARCH 5, 2007. DETERMINATION OF THOSE CAUSE ALCOHOLDER IS DEPOTION OF SOLED MAY DESCRIPT AND GOARDE TO EXPREND OUT. 2. This singly relies on 1400 till submitte comman representation du representation from the financial comman property representation energy for personal particulations and the commandation of the comman GENERAL NOTES: 1. ANY PRESON WHO KNOWNCHY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAUD SUPPEY MONUMENT OR ACCESSIONY COMMITS A CLASS TWO (2) MISTEREMONES WHEN ANY TO STATE STATUTE (B—4—508, C.R.S. THIS PLAT IS SUBJECT TO THAT MASTER UTILITY EASEMENT AGREEMENT RECORDED UNDER RECEPTION NO. 355284 N. SAID RECORDS. APPROVAL OF THIS DOCUMENT MAY CREATE A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE COLORADO REVISED STATUTES AS AMENIDED ALL ESPATIONS AND SAME SHARE THE STOT OF BENEFITS AND SAFETY TO BE TRUSH COMMISSA SECRETURES OF MA SAME AND ADMISSARIES AND ALL THE AMBIENTS THESTERS IN SHORECOMES HOSTIMACHES SECRETURED APRILL, 1989 IN 18000 ADD 14 FAME SHE NO MODERNES IN 1984 IN 18000 ADD FAME SHE NO MODERNES AND 1800 IN 18000 ADD 14 FAME SHE NO MODERNES IN 1984 IN 18000 ADD THIS PLAT SUPERCEDES AND REPLACES THE BRIGHTON CROSSING FILING NO. 2, 8TH AMENOMENT DIVISION PLAT FOR THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT. PER C.R.S. 38—51—06, "ALL INEAL UNITS DEPOTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY PEET. METER EDUALS 39.37/TO: U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF VIDARDS AND TECHNOLOGY." GHTON CROSSING FILING NO. 2, 8TH AMENDA A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2. TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO SHEET 2 OF 11 NO = SOUTH BEEBE DRAW METRO DISTRICT D7 = BRIGHTON CROSSING METRO DISTRICT NO. 7 BCMD7 OR TITLE 32 METRO DISTRICT SERVING THE BRIGHTON CROSSIN DATA TABLE AMENDMENT ORED 87 / MARTARED BY EXACT / PREPARATION 04-21-2019 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

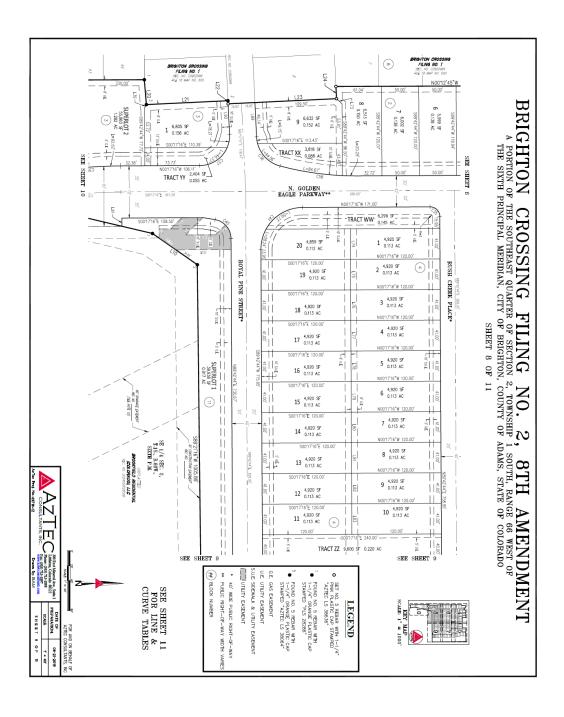


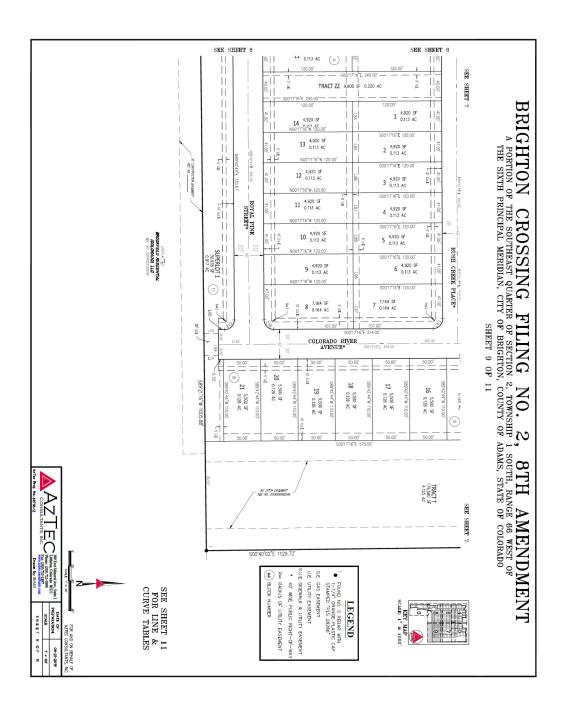


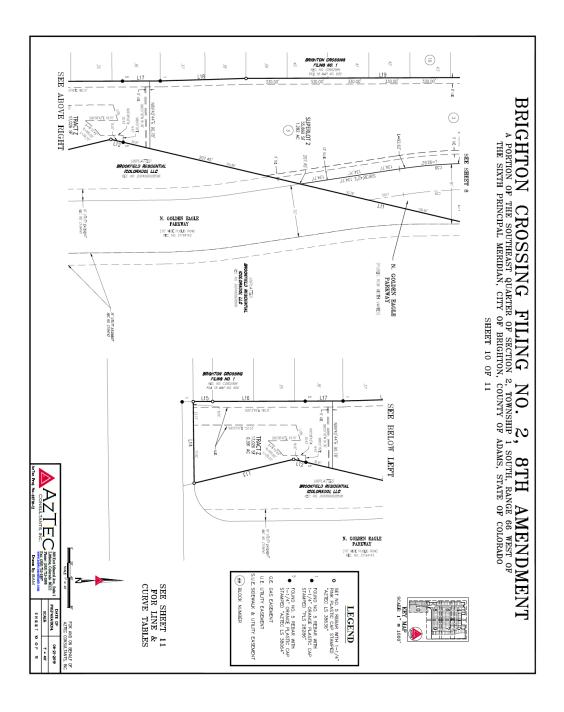












SHEET 11 OF	Fax: (303) 713-1397 www.lafeconsulfant.co Drawn By: BAM	CONSULTANTS, INC.						Г
DATE OF 08-21-2019 0122 PREPARATION 08-21-2019 SCALE N/A	300 East Mineral Ave., S Littleton, Colorado 801 Phone: (303) 713-1898	AZTEC Juithelma, Colorado 80122						
AZTEC CON								
FOR AND ON BEHALI								
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					L87 N89°42'44"E 41.00"	L57 N89"42"44"E 41.00"	L27 N88'49'07"W 6.39'	
					L86 N89'42'44"E 41.00"	L56 N89'36'06"E 38.02'		
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		C36 72"24"29" 42.50" 53.71"	C16 1'28'10" 500.00' 12.82"		L80 N89'42'44"E 41.00"	L50 N89'42'44"E 33.00'	L20 N85'18'02"E 33.47"	
		C35 90'00'00" 13.00' 20.42'	C15 1'28'10" 480.00' 12.31'			L49 N89"42"44"E 33.00"		
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				L92 N4517'16"W 21.22'	L62 N89'42'44"E 41.00"	L32 S89'42'44"W 37.95'	L2 S73'42'54"E 41.73'	_
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				UNE TABLE	UNE TABLE	LINE TABLE	LINE TABLE	
			OF 11	SHEET 11 OF 11				
	ADO	S, STATE OF COLOR	THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO	N, CITY OF BRIGHTO	INCIPAL MERIDIA	THE SIXTH PR		
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EXHIBIT B-1d Schedule of Improvements

Phase 13

Brighton Crossing Filing No. 2, 8th Amendment - Phase 13

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item#	Item Description	Estimated Quantity	Unit	Estimated Unit Cost		Total Cost	
Water Ma	in						
2	Connect to Existing Water Line	4	EA	\$	3,500.00	\$	14,000.00
1	Remove Existing Water Line	25	LF	\$	40.00	\$	989.00
4	Remove Existing Blow Off	7	EA.	\$	500.00	\$	3,500.00
5	8" Water Main (C900 PVC)	6137	LF.	\$	65.00	\$	398,907.00
6	8" Gate Valve with Box	35	EA.	\$	2,000.00	**	70,000.00
7	8" Bends With Thrust Block	7	EA.	\$	650.00	\$	4,550.00
	8"x 8" Tee With Thrust Block	7	EA	\$	1,200.00	\$	8,400.00
9	B*xB* Cross	1	EA	\$	675.00	\$	675.00
30	6" Water Main (Non-Potable)	1386	LF	\$	84.00	\$	116,407.00
11	6" Gate Valve with Box	4	EA	\$	2,550.00	\$	10,200.00
12	6" Bends With Thrust Block	7	EA.	\$	930.00	*	6,510.00
13	3/4" Water Service With Meter Pit	171	EA	\$	1,810.00	\$	309,510.00
34	8" Plug With Temp Blow Off	5	EA	\$	2,100.00	\$	10,500.00
15	e' no	11	CA	\$	9,200.00	\$	101,200.00
36	3/4" Irrigation Meter Vault	1	EA	\$	2,900.00	\$	2,900.00
17	3/4" Type K Copper	48	UF .	\$	38.00	\$	1,824.00
38	Water Line Lowerings	16	EA	\$	3,380.00	\$	54,080.00
19	Flush, Fill & Pressure Test	6137	LF	\$	1.50	\$	9,206.00

SUBTOTAL: \$ 1,123,358.00

Sanitary:	Sewer					
20	Connect to Existing Sanitary Line	4	EA.	\$ 2,500.00	44	10,000.00
21	Remove Existing 8" PVC	125	LF.	\$ 100.00	\$	12,529.00
22	Remove Existing 21" PVC	1282	T.	\$ 100.00	\$	128,227.00
23	Remove Existing 5' Manhole	5	EA	\$ 1,000.00	\$	5,000.00
24	I* PVC	2961	LF	\$ 50.00	\$	148,066.00
25	10° PVC	315	LF.	\$ 50.00	**	15,750.00
26	12" PVC	606	LF	\$ 75.00	\$	45,413.00
27	21° PVC	1064	LF.	\$ 94.00	\$	99,996.00
28	4' Diameter Manhole (12'-18' Depth)	14	EA.	\$ 6,000.00	\$	84,000.00
29	5" Diameter Manhole (12'-18' Depth)	8	EA	\$ 6,000.00	\$	48,000.00
30	4* Sanitary Sewer Service	170	EA.	\$ 1,600.00	\$	272,000.00
31	Air Test, Jet & Camera Sewer	4946	LF.	\$ 3.00	44	14,837.00

SUBTOTAL: \$ 883,818.00

Storm Dra	inage Lines				
32	Connect to Existing	4	EA	\$ 2,058.00	\$ 8,232.00
33	Remove Existing 18" FES	1	EA	\$ 650.00	\$ 650.00
34	Remove Existing 42° FES	1	EA	\$ 650.00	\$ 650.00
35	Remove Existing 48° FES	2	EA	\$ 850.00	\$ 1,700.00
36	Remove Existing Manhole	1	EA	\$ 970.00	\$ 970.00
37	Remove Drixting Riprap	213	SY	\$ 60.00	\$ 12,764.00
38	Remove Existing 42" RCP	196	5	\$ 60.00	\$ 11,760.00
39	Remove Existing 48" RCP	249	UF	\$ 60.00	\$ 14,954.00

Brighton Crossing Filing No. 2, 8th Amendment - Phase 13

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item#	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
40	15" RCP (Class III)	45	LF	\$ 65.00	\$ 2,925.00
41	18° RCP (Class III)	1365	UF	\$ 65.00	\$ 75,719.00
42	24° RCP (Class III)	402	UF	\$ 80.00	\$ 32,136.00
43	30" RCP (Class III)	346	UF	\$ 105.00	\$ 36,278.00
44	36° RCP (Class III)	45	UF	\$ 150.00	\$ 6,675.00
45	42° RCP(Class III)	1152	UF	\$ 180.00	\$ 207,414.00
46	48° RCP(Class III)	1294	UF	\$ 225.00	\$ 291,150.00
47	54° RCP(Class III)	598	LF	\$ 285.00	\$ 170,373.00
48	60° RCP(Class III)	837	LF	\$ 307.00	\$ 257,021.00
49	5' Type "R" inlet (6'-12' Depth)	13	EA	\$ 7,000.00	\$ 91,000.00
50	10" Type "R" Inlet (6'-12' Depth)	10	EA	\$ 10,219.79	\$ 102,198.00
51	15" Type "R" Inlet (6'-12' Depth)	3	EA	\$ 15,000.00	\$ 45,000.00
52	Type C Inlet (6'-12' Depth)	1	EA	\$ 9,600.00	\$ 28,800.00
53	5' Dia Manhole (6'-12' Depth)	5	EA	\$ 5,100.00	\$ 25,500.00
54	6' Dia Manhole (6'-12' Depth)	1	EA	\$ 6,300.00	\$ 6,300.00
55	48" Type "P" Manhole (6'-12' Depth)	1	EA	\$ 15,000.00	\$ 15,000.00
56	54" Type "P" Manhole (6'-12' Depth)	3	EA	\$ 15,000.00	\$ 45,000.00
57	60" Type "P" Manhole (6'-12' Depth)	4	EA	\$ 15,000.00	\$ 60,000.00
58	7'2" x 5'4" Box Base Manhole	4	EA	\$ 14,000.00	\$ 56,000.00
59	7'2" x 6'0" Box Base Manhole	4	EA	\$ 14,000.00	\$ 56,000.00
60	7-10 1/2" x 7'2" Box Base Manhole	2	EA	\$ 14,000.00	\$ 28,000.00
61	8'4" x 5'4" Box Base Manhole	1	DA	\$ 23,900.00	\$ 23,900.00
62	18" Reinforced Concrete FES	2	EA	\$ 1,875.00	\$ 3,750.00
63	48" Reinforced Concrete FES	1	EA	\$ 4,500.00	\$ 4,500.00
64	54° Reinforced Concrete FES	1	EA	\$ 5,500.00	\$ 5,500.00
65	60° Reinforced Concrete FES	2	EA	\$ 6,200.00	\$ 12,400.00

SUBTOTAL: \$ 1,740,219.00

Lighting						
66	Site Light-70W Ornamental Light on Fiberglass Pole	36	ă	44	1,800.00	\$ 28,800.00

SUBTOTAL: \$ 28,800.00

Concrete	e - Curb/ Gutter/ Sidewalk/ Median					
67	Remove Existing Curb and Gutter	227	UF	\$ 3.00	\$	682.00
68	Remove Existing Walk	181	55	\$ 2.00	**	353.00
69	6" Mountable Curb	10093	LF	\$ 22.00	\$	239,654.00
71	Vertical Curb w/ 2' Pan	3634	LF	\$ 18.20	\$	29,374.00
70	6" Median Concrete	3007	55	\$ 6.50	**	6,547.00
71	Concrete Subgrade Prep	57578	9	\$ 0.75	44	43,184.00
72	Backfill Curb/Gutter & Sidewalk	12595	LF	\$ 0.75	*	24,447.00
73	6' Curb Ramp - Type 38 w/ Truncated Domes	35	EA	\$ 1,900.00	5	66,500.00
74	8' Curb Ramp - Type 38 w/ Truncated Domes	5	EA	\$ 2,700.00	\$	13,500.00
75	6' Concrete Cross Pan	5	EA	\$ 6,500.00	*	32,500.00
76	If Concrete Cross Pan	298	57	\$ 95.00	ş	28,277.00
77	Trickle Channel (Tract)	400	LF	\$ 32.00	**	12,798.00

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11/15/2024

Brighton Crossing Filing No. 2, 8th Amendment - Phase 13

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item #	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
78	Roundabout Apron	3081	55	\$ 6.50	\$ 7,025.00
79	Roundabout Apron Curb & Gutter	456	LF.	\$ 28.50	\$ 13,005.00
80	Il Trail (6" Depth) w/ fiberous reinforcement	10058	SF	\$ 6.50	\$ 70,579.00
81	5' Wilde Sidewalk	43432	58	\$ 6.50	\$ 282,310.00

Vertical curb? SUBTOTAL: \$ 870,745.00

Streets - A	usphalt						
82	Remove Existing Asphalt	1142	5Y	44	7.00	\$	7,995.00
83	Sawcut Existing Asphalt	8.75	UF	**	1.50	\$	1,312.00
84	Mill and Overlay	1142	SY	5	10.00	\$	11,421.00
85	Auphalt Pavement- 4.5" Bottom Lift HBP	23473	234	\$	16.00	\$	375,568.00
86	Asphalt Pavement- 2.5" Top Lift HBP	23473	SY	5	12.00	\$	281,676.00
87	Reset Water Line Valve	46	DA	\$	200.00	\$	9,200.00
	Reset Manhole Ud	34	DA	44	560.00	5	7,840.00
89	Recompact -Asphalt Subgrade	23473	57	\$	10.00	ş	234,730.00

SUBTOTAL: \$ 929,742.00

90 Retaining Wall, Modular Block 7550 SF \$ 40.00 \$ 301,997.00	Retaining '	Walls				
	90		7550	SF	\$ 40.00	\$ 301,997.00

SUBTOTAL: \$ 301,997.00

Signage:	and Striping						
90	R1-1 Stop Sign	38	DA.	15	500.00	ų,	9,000.00
91	W11A-2 Pedestrian Crossing Sign	5	DA.	5	175.00	44	875.00
92	Striping-4" Solid White, Painted	1323	LF	\$	1.75	9	2,316.00
93	Striping-Broken White, Painted	114	LF	\$	1.15	\$	132.00
94	Thermonisetic	324	LF	5	11.50	\$	3,726.00
95	Bike Lane Marking Symbol-Thermoplastic		DA.	\$	375.00	44	3,000.00

SUBTOTAL: \$ 19,049.00

PUBLIC TOTAL \$ 5,897,728.00 15% contingency \$ 884,660.00

PUBLIC TOTAL (inc. contg) \$ 6,782,388.00

EXHIBIT B-2d Phasing Plan

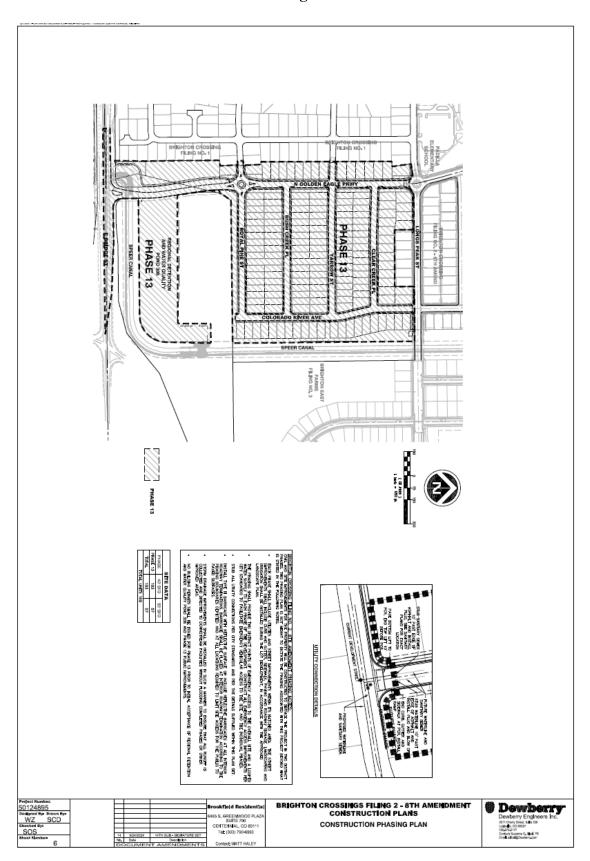


EXHIBIT C

Tract Summary

TRACT SUMMARY TABLE						
TRACT	AREA (SQ.FT)	AREA (AC ±)	USE	OWNED BY / MAINTAINED BY		
TRACT QQ	2,723	0.063	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT SS	3,312	0.076	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT TT	5,799	0.133	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT UU	6,422	0.147	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT VV	6,952	0.160	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT WW	6,299	0.145	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT XX	3,818	0.088	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT YY	2,404	0.055	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT ZZ	9,600	0.220	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT AAA	9,520	0.219	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹		
TRACT T	179,680	4.125	OPEN SPACE	BCMD7 ¹ / BCMD7 ¹ & SBDMD		
TRACT Z	17,026	0.391	OPEN SPACE	BROOKFIELD RESIDENTIAL		
TOTAL	253,555	5.822				

SBDMD = SOUTH BEEBE DRAW METRO DISTRICT
BCMD7 = BRIGHTON CROSSING METRO DISTRICT NO. 7
1 - BCMD7 OR TITLE 32 METRO DISTRICT SERVING THE BRIGHTON CROSSING DEVELOPMENT.