RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Brighton City Clerk

THIS SPACE FOR RECORDER'S USE ONLY

BRIGHTON CITY COUNCIL RESOLUTION

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT FINAL PLAT AND DEVELOPMENT AGREEMENT

RESOLUTION NO.: 2017-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THE BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT FINAL PLAT AND DEVELOPMENT AGREEMENT FOR APPROXIMATELY 2.93 ACRES OF PROPERTY, GENERALLY LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, 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.

WHEREAS, Brookfield Residential, L.L.C (the "Owner"), owns an approximately 2.93 acre property, generally located at the southeast corner of Baseline Road and North 50th Avenue, and more specifically described in **EXHIBIT A**, attached hereto (the "Property"); and

WHEREAS, Bryan Reid (the "Applicant"), on behalf of the Owner, has requested approval of the Brighton Crossing Filing No. 2, 4th Amendment, attached hereto as **EXHIBIT B** (the "Final Plat"); and

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

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

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

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

WHEREAS, the City Council conducted a public hearing, during its regular meeting, on September 5, 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 Brighton Crossing Filing No. 2, 4th Amendment final plat, attached hereto as **Exhibit B**, and that the Brighton Crossing Filing No. 2, 4th Amendment Development Agreement, attached hereto as **Exhibit C**, are hereby approved.

Section 2. That the Mayor is authorized to execute the Final Plat for the Brighton Crossing Filing No. 2, 4th Amendment and the Brighton Crossing Filing No. 2, 4th Amendment 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 19th day of September, 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

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2" ALUMINUM CAP (ILLEGIBLE);

THENCE N89°24'33"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 929.43 FEET;

THENCE DEPARTING SAID LINE S00°35'27"W, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF TRACT G, OF BRIGHTON CROSSING FILING NO.2, 3RD AMENDMENT AS RECORDED AT RECEPTION NO. C2015000094404 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SILVER MAPLE STREET S00°35'27"E, A DISTANCE OF 398.70 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 77°30'08", ALONG THE ARC A DISTANCE OF 31.11 FEET (SAID CURVE HAVING A CHORD BEARING S38°09'37"W AND DISTANCE 28.79 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT ;

THENCE ALONG SAID ARC TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 38°40'06", A DISTANCE OF 182.22 FEET (SAID CURVE HAVING A CHORD BEARING S57°34'39"W AND DISTANCE 178.78 FEET);

THENCE S38°14'36"W, A DISTANCE OF 407.55 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 88°47'49", ALONG THE ARC A DISTANCE OF 35.65 FEET (SAID CURVE HAVING A CHORD BEARING S82°38'30"W AND DISTANCE 32.18 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 19°36'30", ALONG THE ARC A DISTANCE OF 92.40 FEET (SAID CURVE HAVING A CHORD BEARING N62°45'50"W AND DISTANCE 91.95 FEET);

THENCE N72°34'05"W, A DISTANCE OF 83.81 FEET;

THENCE N00°35'27"W, A DISTANCE OF 115.68 FEET;

THENCE N72°34'05"W, A DISTANCE OF 164.38 FEET;

THENCE N38°14'36"W, A DISTANCE OF 561.56 FEET;

THENCE N00°35'27" W, A DISTANCE OF 265.60 FEET;

THENCE N89°24'33"W, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 127,729 SQUARE FEET OR 2.93 ACRES, MORE OR LESS.

EXHIBIT B
Final Plat

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT

A REPLAT OF TRACT G, BRIGHTON CROSSING FILING NO. 2 3RD AMENDMENT,
SITUATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

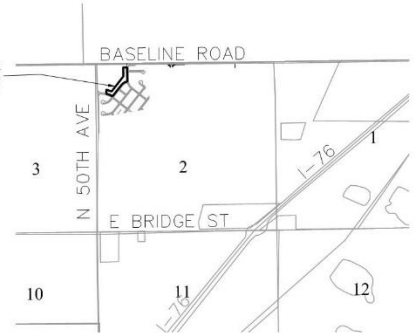
LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING
TRACT G,
BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. C2015000094404 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING 127,729 SQUARE FEET OR 2.93 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT** AND DO HEREBY GRANT TO THE CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE PUBLIC WAYS AND LANDS HEREON SHOWN, AND THE EASEMENTS AS SHOWN FOR DRAINAGE.



LEGAL DESCRIPTION (AS MEASURED)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2" ALUMINUM CAP (ILLEGIBLE);
THENCE N89°24'33"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 929.43 FEET;
THENCE DEPARTING SAID LINE S00°35'27"W, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF TRACT G, OF BRIGHTON CROSSING FILING NO.2, 3RD AMENDMENT AS RECORDED AT RECEPTION NO. C2015000094404 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SILVER MAPLE STREET S00°35'27"E, A DISTANCE OF 398.70 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 77°30'08", ALONG THE ARC A DISTANCE OF 31.11 FEET (SAID CURVE HAVING A CHORD BEARING S38°09'37"W AND DISTANCE 28.79 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT ;
THENCE ALONG SAID ARC TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 38°40'06", A DISTANCE OF 182.22 FEET (SAID CURVE HAVING A CHORD BEARING S57°34'39"W AND DISTANCE 178.78 FEET);
THENCE S38°14'36"W, A DISTANCE OF 407.55 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 88°47'49", ALONG THE ARC A DISTANCE OF 35.65 FEET (SAID CURVE HAVING A CHORD BEARING S82°38'30"W AND DISTANCE 32.18 FEET) TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 19°36'30", ALONG THE ARC A DISTANCE OF 92.40 FEET (SAID CURVE HAVING A CHORD BEARING N62°45'50"W AND DISTANCE 91.95 FEET);
THENCE N72°34'05"W, A DISTANCE OF 63.81 FEET;
THENCE N00°35'27"W, A DISTANCE OF 115.68 FEET;
THENCE N72°34'05"W, A DISTANCE OF 164.38 FEET;
THENCE N38°14'36"W, A DISTANCE OF 561.56 FEET;
THENCE N00°35'27""W, A DISTANCE OF 265.60 FEET;
THENCE N89°24'33"W, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 127,729 SQUARE FEET OR 2.93 ACRES, MORE OR LESS.

OWNER:
BROOKFIELD RESIDENTIAL (COLORADO) LLC, A NEVADA LIMITED LIABILITY COMPANY

BY:_____ AS:_____
NAME TITLE

BY:_____ AS:_____
NAME TITLE

STATE _____)
) SS
CITY, COUNTY _____)

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF _____, 20___ BY _____

AS _____ AND BY _____

AS _____ OF BROOKFIELD RESIDENTIAL (COLORADO) LLC, A NEVADA LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____.

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, LEE G. HOOPER, A DULY REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON MAY 05, 2016, AND THAT ALL THE MONUMENTS EXISTED AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER) AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND.

LEE G. HOOPER
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, NO. 38214

ATTORNEY'S CERTIFICATE:

I _____, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL OF THE LAND PLATTED HEREON, AND THAT TITLE TO ALL SUCH LANDS IS IN THE OWNER, FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, SUBJECT ONLY TO ALL MATTERS OF RECORDED IDENTIFIED IN TITLE COMMITMENT #NO. ABC 70442273 DATED JUNE 10, 2015, ISSUED BY LAND TITLE GUARANTEE COMPANY REPRESENTING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND THAT THE UTILITY AND OTHER EASEMENTS HEREBY PLATTED AND DEDICATED TO THE CITY OF BRIGHTON, ARE FREE AND CLEAR OF ANY ENCUMBRANCE THAT MAY INTERFERE WITH THE INTENDED USE AND PURPOSE OF SUCH EASEMENTS.

_____ _____ _____
ATTORNEY AT LAW DATE

REGISTRATION NO. _____

CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AMENDMENT 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

CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____M. ON THE _____ DAY OF _____, 20___

_____
COUNTY CLERK AND RECORDER

BY DEPUTY: _____

INDEX OF SHEETS:

SHEET 1 - COVER
SHEET 2 - NOTES/OVERALL PLAN

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

TRACT INFORMATION					
TRACT	SQUARE FEET	ACRES	OWNER	MAINTENANCE RESPONSIBILITY	LAND USE
G	17,730	0.41	BRIGHTON CROSSING DISTRICT NO. 4	BRIGHTON CROSSING DISTRICT NO. 4	OPEN SPACE
GG	44,941	1.03	BRIGHTON CROSSING DISTRICT NO. 4	BRIGHTON CROSSING DISTRICT NO. 4	OPEN SPACE

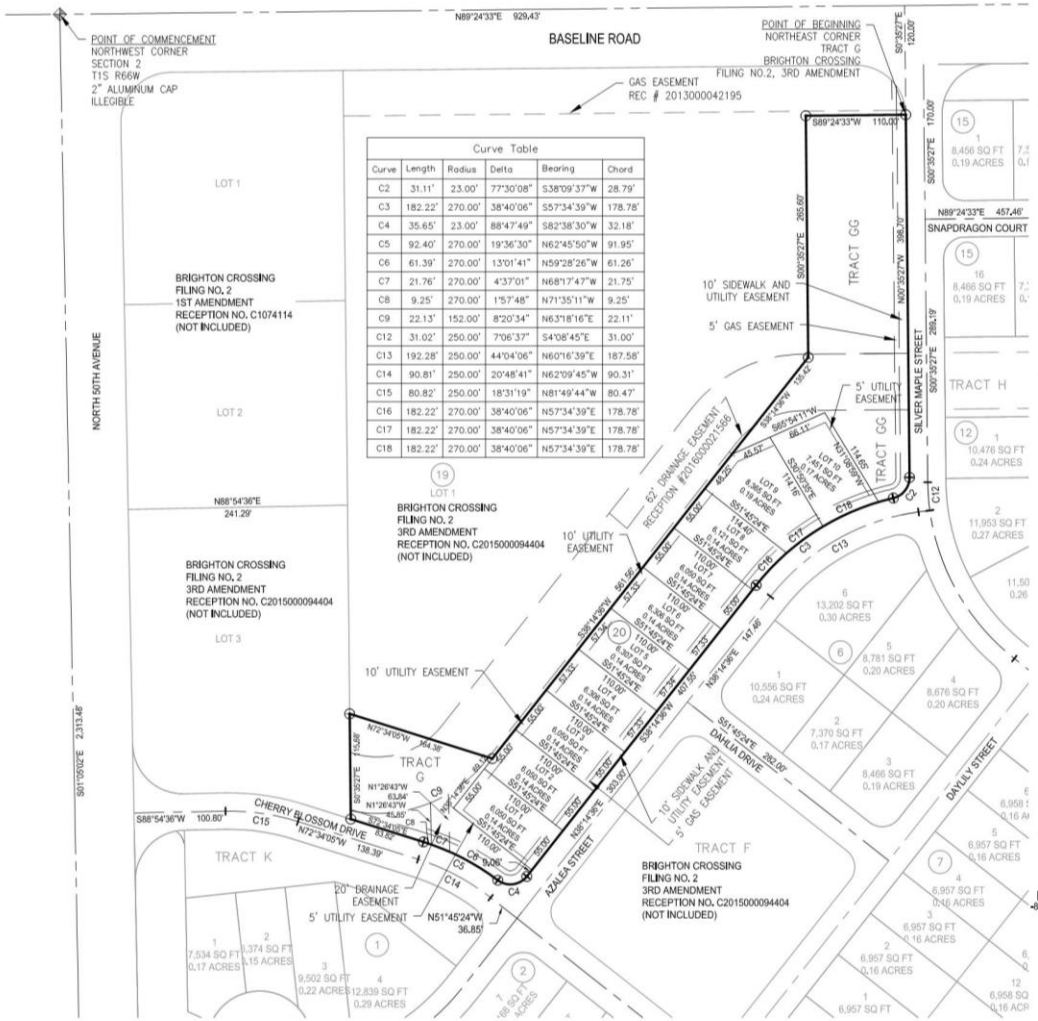
DATE OF PREPARATION: 05/11/2016 DATE OF LAST REVISION: 07/1/2016

SURVEY SYSTEMS
A Professional Land Surveying Company
P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123
Info@SurveySystems.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

SHEET NO. 1
1 OF 2

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT

A REPLAT OF TRACT G, BRIGHTON CROSSING FILING NO. 2 3RD AMENDMENT,
SITUATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



Curve Table					
Curve	Length	Radius	Delta	Bearing	Chord
C2	31.11'	23.00'	77°30'08"	S38°09'37"W	28.79'
C3	182.22'	270.00'	38°40'06"	S57°34'39"W	178.78'
C4	35.65'	23.00'	88°47'49"	S82°38'30"W	32.18'
C5	92.40'	270.00'	19°36'30"	N62°45'50"W	91.95'
C6	61.39'	270.00'	13°01'41"	N59°28'26"W	61.26'
C7	21.76'	270.00'	4°37'01"	N68°17'47"W	21.75'
C8	9.25'	270.00'	1°57'48"	N71°35'11"W	9.25'
C9	22.13'	152.00'	8°20'34"	N63°18'16"E	22.11'
C12	31.02'	250.00'	7°06'37"	S4°08'45"E	31.00'
C13	192.28'	250.00'	44°04'06"	N60°16'39"E	187.58'
C14	90.81'	250.00'	20°48'41"	N62°09'45"W	90.31'
C15	80.82'	250.00'	18°31'19"	N81°49'44"W	80.47'
C16	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'
C17	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'
C18	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'

GENERAL NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, SURVEY SYSTEMS INC. RELIED UPON PROPERTY INFORMATION BINDER, ORDER NO. ABC 70442273 ISSUED BY LAND TITLE GUARANTEE COMPANY REPRESENTING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF JUNE 10, 2015 AT 5:00 P.M.
2. 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 UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES AND PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PUSUANT TO STATE STATUE 18-4-508, C.R.S.
4. BASIS OF BEARINGS: THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, AS MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP "ILLEGIBLE" AND AT THE EAST END BY A 3 1/4" ALUMINUM CAP "ILLEGIBLE"
5. SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, MAP NUMBER 080001C0355H, DATED MARCH 5, 2007.
6. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
7. APPROVAL OF THIS DOCUMENT MAY CREATE A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED

RESIDENTIAL NOTES:
(THE FOLLOWING NOTES PERTAIN TO ALL TRACTS AND RESIDENTIAL LOTS)

1. NON-EXCLUSIVE TEN (10) FOOT WIDE EASEMENTS ARE HEREBY GRANTED FOR THE USE OF ELECTRIC, TELEPHONE, CABLE, TELEVISION, PEDESTRIAN SIDEWALKS, AND POSTAL FACILITIES. THESE EASEMENTS ARE LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO BOTH SIDES OF ALL PLATTED RIGHT-OF-WAYS. OTHER UTILITIES INCLUDING WATER SERVICE LINES, GASLINES, AND WATER METER PITS, SHALL HAVE THE RIGHT TO CROSS SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES BE ALLOWED IN THE ABOVE DESCRIBED AREAS. CONCRETE DRIVEWAYS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 32 FEET IN WIDTH. CITY FACILITIES SHALL BE ALLOWED IN THE EASEMENT. "10' SIDEWALK EASEMENT" DENOTES THIS EASEMENT.
2. NON-EXCLUSIVE FIVE (5) FOOT GAS EASEMENT LOCATED 10 FEET FROM THE RIGHT-OF-WAY LINE AS SHOWN HEREON. OTHER UTILITIES INCLUDING WATER SERVICE LINES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES, TREES OR SHRUBS BE ALLOWED IN THE ABOVE DESCRIBED AREA. CONCRETE DRIVEWAYS AND SIDEWALKS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 32 FEET IN WIDTH. "5' GAS EASEMENT" DENOTES THIS EASEMENT
3. FIVE (5) FOOT, AND TEN (10) FOOT, WIDE NON-EXCLUSIVE UTILITY EASEMENTS AS SHOWN IN THIS PLAT ARE FOR INSTALLATION AND MAINTENANCE OF FACILITIES. "UTILITY EASEMENT" DENOTES THIS UTILITY EASEMENT.

DATE OF PREPARATION: 05/11/2016 DATE OF LAST REVISION: 07/01/2016

SURVEY SYSTEMS
A Professional Land Surveying Company
P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123
Info@SurveySystems.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

SHEET NO. 2
2 OF 2

EXHIBIT C
Development Agreement

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement" or this "Development 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 BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company, authorized to conduct business in the State of Colorado (the "Developer"), and BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4, a metropolitan district established under the laws of the State of Colorado (the "District").

WHEREAS, the Developer, District and City are parties to that certain Brighton Crossing Filing No. 2 Development Agreement dated December 17, 2002, and recorded in the real estate records of Adams County (the "Filing No. 2 Agreement") and to that certain First (1st) Amendment to the Brighton Crossing Filing No. 2 Development Agreement, dated October 20, 2015, and recorded in the real estate records of Adams County on November 10, 2015 at Reception No. 2015000094403 (the "1st Amendment Agreement", and together with the Filing No. 2 Agreement, the "Original Development Agreement"); and

WHEREAS, the Developer has submitted a Final Plat (the "Plat"), Brighton Crossing Filing No. 2, 4th Amendment, amending the existing plat for Brighton Crossing Filing No. 2 (the "Development" or "Property"), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Developer is the owner of a 2.93 acre parcel of land, more particularly described in **Exhibit A.1** attached hereto and by this reference made a part hereof (the "Added Parcels"); and

WHEREAS, said Plat adds the Added Parcels (ten [10] lots) to the Development; and

WHEREAS, said Plat has been reviewed and approved by the City Council of the City of Brighton; and

WHEREAS, because this Amendment #4 does not add any new public infrastructure to the Development for which the Developer or District would have a construction obligation, there is no requirement that a Public Improvements Exhibit "B" be prepared or attached to this Agreement; and

WHEREAS, the Developer, the District, and the City are desirous of clarifying their respective ownership, construction, and maintenance obligations for the various Tracts of land designated on the Plat; and

WHEREAS, said agreed upon obligations are more particularly set forth in **Exhibit G-1** attached hereto and by this reference made a part hereof; and

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

WHEREAS, while the Original Development Agreement addresses improvements to the Development, the City's development regulations require the Developer to execute a development agreement with the City relative to improvements related to the Added Parcels;

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, to the extent the City is intended to have rights therein, can fully occupy or utilize the work for the purpose for which it is intended.

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

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

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

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

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

SECTION 2
GENERAL CONDITIONS

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

2.2 **Development Impact Fees and Other Fees.** Developer shall pay all fees related to development of the Added Parcels at the time of issuance of a building permit for any or all portions of the Added Parcels. 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 to be constructed within the Added Parcels, the design, construction, installation, and phasing of which is the sole responsibility of the Developer. The parties hereto acknowledge and agree that the Original Development Agreement shall continue to govern the construction and installation of all other public improvements within the Development; provided, however, that in the event of a conflict between the Original Development Agreement and

this Agreement, this Agreement shall control. 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 Added Parcels 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 Added Parcels, 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 the Added Parcels, as defined in Section 1.16 below, and obtain approval of the plans for such Improvements prior to commencing any construction work thereon. The City shall issue its written approval or disapproval of said plan as expeditiously as reasonably possible. Said approval or disapproval shall be based upon standards and criteria for public improvements as established and approved by the City, and the City shall notify Developer of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the City prior to construction.

2.8 **Construction Acceptance and Warranty.**

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, 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 for which such final acceptance is sought, 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.** If Developer fails to complete construction, repairs, replacements, testing, maintenance or other work, all as may be required pursuant to Sections 2.8, 2.9 or 2.10 of this Agreement, then 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 the Added Parcels, 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 of the Added Parcels 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 on the Added Parcels 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 **District Discretion.** The parties hereto acknowledge and agree that the District may, in its sole discretion, elect to construct all or any of the Improvements and/or undertake any of the other obligations of Developer under this Agreement, and that such election and construction shall not absolve or otherwise waive the obligations of the Developer under this Agreement.

SECTION 3
CONSTRUCTION OF IMPROVEMENTS

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

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

2.3 **Utility Coordination and Installation.** In addition to the Improvements described in **Exhibit B**, Developer shall also be responsible for coordination of, and payment for, and the installation of on-site and off-site electric, street lights, natural gas, telephone, and other

utilities. All utilities shall be placed underground, to the extent required by City Code or other applicable law.

2.4 **Reimbursement.** 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.

2.5 **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, it's successor or assign will forfeit all rights to reimbursement from the owner and/or developer of the specified property.

2.6 **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

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

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

3.3 **Streets.** All internal and external streets on or serving the Added Parcels 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 and City acknowledge and agree that no public land dedications are contemplated as part of the development of the Added Parcel.

5.2 Intentionally Omitted.

SECTION 6
WATER

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

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

SECTION 7
SEWER LINES

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

SECTION 8
OTHER IMPROVEMENTS

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

7.2 Drainage and Stormwater Improvements.

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 Added Parcels 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 Chapter 14, *Storm Drainage,* BMC, all applicable state and federal stormwater regulations, as additionally described in **Exhibit H,** all **C**ity-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.

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

7.4 **Post-Construction Stormwater Management.** Post construction stormwater management by the Developer shall comply with Chapter 14-8 Storm Drainage BMC. 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 Added Parcels are described in **Exhibit G** of this Agreement, attached hereto and incorporated herein by this reference.

SECTION 10
MISCELLANEOUS TERMS

9.1 **Breach of Agreement.**

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 in equity, which may be appropriate under City, state, or federal law. Failure to timely complete construction of Improvements, which is solely due to inclement weather or other force majeure condition as described in Section 10.7 below, shall not be considered a breach of this Agreement. All costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer, shall be the responsibility of the Developer. The City may deduct these costs from the Improvement Guarantee and seek indemnification and reimbursement from the Developer if the Improvements Guarantee does not cover the same.

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

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

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

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

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

City:

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

Developer: Brookfield Residential (Colorado) LLC
Attn: Ashley Tarufelli
6465 S. Greenwood Plaza Blvd.
Suite 700
Englewood, CO 80112

With a copy to:
Margaret R. Brubaker, Esq.
Mehaffy Brubaker & Ernst, LLC
City Attorney
500 South 4th Avenue
Brighton, CO 80601

With a copy to:
Mark E. Baker, Esq.
Greenberg Traurig, LLP
1200 Seventeenth Street, Suite 2400
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.

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

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

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

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

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

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

[Signatures begin on the next 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

_____
By: _____
Name: _____
Its: _____

-and-

_____
By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Brookfield Residential (Colorado) LLC, and by _____, as _____ of Brookfield Residential (Colorado) LLC.

WITNESS my hand and official seal:

_____
Notary Public

My commission expires: _____

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.

CITY OF BRIGHTON, COLORADO

_____

By: Richard N. McLean, Mayor

ATTEST:

_____

Natalie Hoel, City Clerk

Approved as to Form:

_____

Margaret R. Brubaker, Esq., City Attorney

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.

BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4

_____

By: _____

EXHIBIT A
Brighton Crossing Filing No. 2, 4th Amendment Final Plat

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT

A REPLAT OF TRACT G, BRIGHTON CROSSING FILING NO. 2 3RD AMENDMENT,
SITUATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING TRACT G, BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. C2015000094404 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING 127,729 SQUARE FEET OR 2.93 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT** AND DO HEREBY GRANT TO THE CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC FOREVER, ALL STREETS AND LANDS HEREON SHOWN, AND THE EASEMENTS AS SHOWN FOR DRAINAGE.

LEGAL DESCRIPTION (AS MEASURED)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2" ALUMINUM CAP, ILLEGIBLE;
THENCE N89°24'33"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 928.43 FEET;
THENCE DEPARTING SAID LINE S00°35'27"W, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF TRACT G OF BRIGHTON CROSSING FILING NO.2 3RD AMENDMENT AS RECORDED AT RECEPTION NO. C2015000094404 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SILVER MAPLE STREET S00°35'27"E, A DISTANCE OF 398.70 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 77°39'08", ALONG THE ARC A DISTANCE OF 31.11 FEET (SAID CURVE HAVING A CHORD BEARING S37°54'39"W AND DISTANCE OF 28.80 FEET) TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 39°40'06", A DISTANCE OF 182.22 FEET (SAID CURVE HAVING A CHORD BEARING S57°34'39"W AND DISTANCE 178.78 FEET);
THENCE S38°14'36"W, A DISTANCE OF 407.55 FEET TO A POINT OF NON-TANGENT CURVATURE, CENTRAL ANGLE OF 88°47'48", ALONG THE ARC A DISTANCE OF 35.65 FEET (SAID CURVE HAVING A CHORD BEARING S82°38'30"W AND DISTANCE 32.18 FEET) TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 19°58'42", ALONG THE ARC A DISTANCE OF 94.14 FEET (SAID CURVE HAVING A CHORD BEARING N62°45'51"W AND DISTANCE 91.95 FEET);
THENCE N72°34'05"W, A DISTANCE OF 89.81 FEET;
THENCE N17°25'55"E, A DISTANCE OF 115.68 FEET;
THENCE N38°14'36"E, A DISTANCE OF 407.55 FEET;
THENCE N38°14'36"E, A DISTANCE OF 561.49 FEET;
THENCE N00°35'27"W, A DISTANCE OF 265.60 FEET;
THENCE N89°24'33"W, A DISTANCE OF 116.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 127,729 SQUARE FEET OR 2.93 ACRES, MORE OR LESS.

TRACT INFORMATION				
TRACT	SQUARE FEET	ACRES	OWNER	MAINTENANCE RESPONSIBILITY	LAND USE
G	17,730	0.41	BRIGHTON CROSSING DISTRICT NO. 4	BRIGHTON CROSSING DISTRICT NO. 4	OPEN SPACE
GG	44,941	1.03	BRIGHTON CROSSING DISTRICT NO. 4	BRIGHTON CROSSING DISTRICT NO. 4	OPEN SPACE

OWNER:
BROOMFIELD RESIDENTIAL (COLORADO) LLC, A NEVADA LIMITED LIABILITY COMPANY

BY:_____ AS: _____
NAME TITLE

BY:_____ AS: _____
NAME TITLE

STATE OF)
) SS
CITY / COUNTY)

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20__ BY _____ AS _____ AND BY _____ AS _____ OF BROOMFIELD RESIDENTIAL (COLORADO) LLC, A NEVADA LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, LEE G. HOOPER, A DULY REGISTERED, LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY RESPONSIBLE SUPERVISION, AND THAT ALL MONUMENTS EXISTED AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000 (SECOND ORDER) AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND.

LEE G. HOOPER
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, NO. 38214

ATTORNEY'S CERTIFICATE:

I, _____, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL OF THE LAND PLATTED HEREON, AND THAT TITLE TO ALL SUCH LANDS IS IN THE OWNER, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, SUBJECT ONLY TO ALL MATTERS OF RECORDED IDENTIFIED IN TITLE COMMITMENT #NCS-706427-3 DATED JUNE 10, 2015 ISSUED BY LAND TITLE GUARANTEE COMPANY, REPRESENTING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND THAT LAND TITLE GUARANTEE COMPANY HAS CERTIFIED THAT THE PLAT IS FREE AND CLEAR OF ANY ENCUMBRANCE THAT MAY INTERFERE WITH THE INTENDED USE AND PURPOSE OF SUCH EASEMENTS.

_____ _____
ATTORNEY AT LAW DATE
REGISTRATION NO._____

CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THE PLAT AMENDMENT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO ON THE ____ DAY OF _____, 20__.

MAYOR, BRIAN K. MCLEAN

_____
CITY CLERK, NATALIE HOEL

CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ M. ON THE ____ DAY OF _____, 20__.

_____
BY DEPUTY COUNTY CLERK AND RECORDER

INDEX OF SHEETS:

SHEET 1 - COVER
SHEET 2 - NOTES/OVERALL PLAN

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

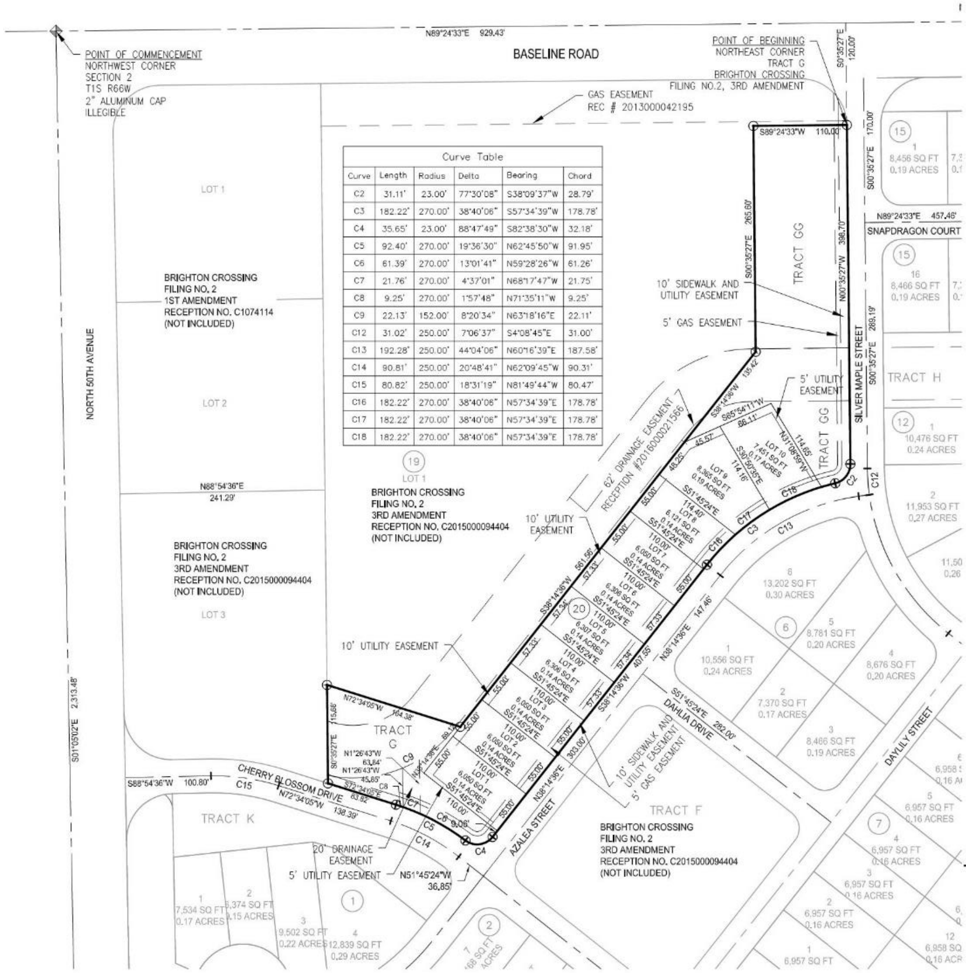
DATE OF PREPARATION: 05/11/2016 DATE OF LAST REVISION: 07/1/2016

SURVEY SYSTEMS
A Professional Land Surveying Company
P.O. Box 1188 - Evergreen, CO 80437 Tel: 303.670.0122 - Fax: 303.670.0123
lee@SurveySystemsInc.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SDB

SHEET NO. 1 OF 2

BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT

A REPLAT OF TRACT G, BRIGHTON CROSSING FILING NO. 2 3RD AMENDMENT,
SITUATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



Curve Table					
Curve	Length	Radius	Delta	Bearing	Chord
C2	31.11'	23.00'	77°30'08"	S38°09'37"W	28.79'
C3	182.22'	270.00'	38°40'06"	S57°34'39"W	178.78'
C4	35.65'	23.00'	88°47'49"	S82°38'30"W	32.18'
C5	92.40'	270.00'	19°36'30"	N62°45'50"W	91.95'
C6	61.39'	270.00'	13°01'41"	N59°28'26"W	61.26'
C7	21.76'	270.00'	4°37'01"	N68°17'47"W	21.75'
C8	9.25'	270.00'	1°57'48"	N71°35'11"W	9.25'
C9	22.13'	152.00'	8°20'34"	N63°18'16"E	22.11'
C12	31.02'	250.00'	7°06'37"	S4°08'45"E	31.00'
C13	192.28'	250.00'	44°04'06"	N60°16'39"E	187.58'
C14	90.81'	250.00'	20°48'41"	N62°09'45"W	90.31'
C15	80.82'	250.00'	18°31'19"	N81°49'44"W	80.47'
C16	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'
C17	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'
C18	182.22'	270.00'	38°40'06"	N57°34'39"E	178.78'

GENERAL NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEY SYSTEMS INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, SURVEY SYSTEMS INC. RELIED UPON PROPERTY INFORMATION BINDER, ORDER NO. ABC 70442273 ISSUED BY LAND TITLE GUARANTEE COMPANY REPRESENTING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF JUNE 10, 2015 AT 5:00 P.M.
2. 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 UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES AND PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PUSUANT TO STATE STATUE 18-4-508, C.R.S.
4. BASIS OF BEARINGS: THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, AS MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP "ILLEGIBLE" AND AT THE EAST END BY A 3 1/4" ALUMINUM CAP "ILLEGIBLE"
5. SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, MAP NUMBER 080001C0355H, DATED MARCH 5, 2007.
6. THE UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
7. APPROVAL OF THIS DOCUMENT MAY CREATE A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED STATUTES, AS AMENDED

RESIDENTIAL NOTES:
(THE FOLLOWING NOTES PERTAIN TO ALL TRACTS AND RESIDENTIAL LOTS)

1. NON-EXCLUSIVE TEN (10) FOOT WIDE EASEMENTS ARE HEREBY GRANTED FOR THE USE OF ELECTRIC, TELEPHONE, CABLE, TELEVISION, PEDESTRIAN SIDEWALKS, AND POSTAL FACILITIES. THESE EASEMENTS ARE LOCATED ON PRIVATE PROPERTY IMMEDIATELY ADJACENT TO BOTH SIDES OF ALL PLATTED RIGHT-OF-WAYS, OTHER UTILITIES INCLUDING WATER SERVICE LINES, GASLINES, AND WATER METER PITS, SHALL HAVE THE RIGHT TO CROSS SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES BE ALLOWED IN THE ABOVE DESCRIBED AREAS. CONCRETE DRIVEWAYS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 32 FEET IN WIDTH, CITY FACILITIES SHALL BE ALLOWED IN THE EASEMENT. "10' SIDEWALK EASEMENT" DENOTES THIS EASEMENT.
2. NON-EXCLUSIVE FIVE (5) FOOT GAS EASEMENT LOCATED 10 FEET FROM THE RIGHT-OF-WAY LINE AS SHOWN HEREON. OTHER UTILITIES INCLUDING WATER SERVICE LINES SHALL HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES, TREES OR SHRUBS BE ALLOWED IN THE ABOVE DESCRIBED AREA. CONCRETE DRIVEWAYS AND SIDEWALKS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 32 FEET IN WIDTH. "5' GAS EASEMENT" DENOTES THIS EASEMENT
3. FIVE (5) FOOT, AND TEN (10) FOOT, WIDE NON-EXCLUSIVE UTILITY EASEMENTS AS SHOWN IN THIS PLAT ARE FOR INSTALLATION AND MAINTENANCE OF FACILITIES, "UTILITY EASEMENT" DENOTES THIS UTILITY EASEMENT.

DATE OF PREPARATION: 05/11/2016 DATE OF LAST REVISION: 07/01/2016

SURVEY SYSTEMS
A Professional Land Surveying Company
P.O. Box 2168 - Evergreen, CO 80437 Tel: 303.679.8122 - Fax: 303.679.8123
Info@SurveySystems.net www.SurveySystemsInc.com
A Service-Disabled Veteran-Owned Small Business SDVOSB | SBE

SHEET NO. 2

2 OF 2

EXHIBIT B
Schedule of Public Improvements and Phasing Plan

[Not required for Brighton Crossing Filing No. 2, 4th Amendment]

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 4th Avenue
Brighton, CO 80601

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

Greetings:

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

Partial drawings are permitted.

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

Demands for payment by the City pursuant to this Letter of Credit shall be deemed timely if deposited in the U.S. mail prior to its date of expiration, affixed with first-class postage, and addressed to the above letterhead address.

This Letter of Credit shall have an initial term of one (1) year from its Date of Issue, but shall be deemed automatically extended without amendment or other action by either party for additional periods of one year from the present or any future expiration date hereof, unless we provide the City with written notice, by certified mail, return receipt requested, at least ninety (90) days prior to the expiration date, that we do not wish to extend this Letter of Credit for an additional period.

After receipt by the City of such notice, the City may draw hereunder, on or before the then-applicable expiration date, and for the then-remaining available amount by means of the City's sight draft, accompanied by a letter, on the City's letterhead, signed by the City Manager, stating the following:

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

We hereby agree with the City that:

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

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

[Not required for Brighton Crossing Filing No. 2, 4th Amendment]

No additional public land is required to be dedicated with this 4th Amendment. See Exhibit G-1 for ownership, construction and maintenance obligations.

EXHIBIT E

Restrictive Dry-Up Covenant; Grant of Easement;
Warranty of First Right to Dry-Up Credit;
and Agreement to Assist

[Not required for Brighton Crossing Filing No. 2, 4th Amendment]

EXHIBIT F
Water Dedication Agreement

THIS DEVELOPMENT AGREEMENT (the "Agreement" or this "Development 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 BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company, authorized to conduct business in the State of Colorado (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 Final Plat for the Property, DEVELPER will execute a Development Agreement; and

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

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

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

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

2. This Agreement shall be an attachment to the Brighton Crossing Filing No. 2, 4th Amendment Development Agreement and incorporated therein by references.

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

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

[Signatures begin on the next page]

DEVELOPER:

BROOKFIELD RESIDENTIAL (COLORADO) LLC

_____
By: _____
Name: _____
Its: _____

-and-

_____
By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Brookfield Residential (Colorado) LLC, and by _____, as _____ of Brookfield Residential (Colorado) LLC.

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 G
Special Provisions

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN BRIGHTON CROSSING FILING NO. 2, 4TH AMENDMENT DEVELOPMENT AGREEMENT, BETWEEN THE CITY OF BRIGHTON, COLORADO, THE DEVELOPER AND THE DISTRICT. 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. **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. Model homes are allowed to be constructed on the site with an approved residential building permit that has been approved by the City's Chief Building Official.

2. **City Regulations.** Developer agrees to develop the Property in conformance with any and all City Regulations and/or Ordinances, as the same may be subsequently amended from time to time, including, but not limited to: Need to cite applicable provisions on the Land Use Provisions of the Municipal Code, not ordinance numbers

3. **Brighton School District Capital Facility Fee.** The Developer is aware of the School District Capital Facility Fee Foundation, whose purpose is to administer the collection from various Development Entities of a "Capital Facility Fee" for disbursal to School District 27J to fund a portion of the costs of providing additional capital facilities to service new growth, and has voluntarily agreed to be a participating Development Entity in that process and, accordingly, enter into a Participant Agreement with the School District. Fees payable to the Foundation shall be paid directly to the School District as part of the 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.

4. **Clarification of Responsibilities.** The City, the Developer, and the District agree that the Table, attached hereto as Exhibit G-1 and incorporated herein by this reference, clarifies and designates the ownership, construction, and maintenance obligations for the various parcels within Brighton Crossing Filing No. 2.

5. **Medians; Post-Acceptance Maintenance.** For clarification, District shall be responsible for: (i) maintaining all medians listed on Exhibit G-1, which includes the medians in Baseline Road, N. 50th Avenue, and Bridge Street adjacent to Brighton Crossing Filing No. 2, until such time as the same are finally accepted by the City in accordance with applicable City requirements; and (ii) performing any required irrigation blow-out and winterization in the fall season of the year in which final acceptance occurs. In connection with any such blow-out and winterization, District personnel will train the City's designated personnel as to procedures for blow-out, winterization and charging of systems for the following spring season. Notwithstanding any provision hereof to the contrary, following final acceptance

by the City of the median(s) constructed in Bridge Street and in North 50th Avenue pursuant to the Filing No. 2 Development Agreement, the District shall nonetheless retain responsibility for maintenance of any ornamental grasses installed within said median(s) at all times prior to the earlier of: (a) removal of such medians by or at the direction of the City; or (b) an agreement between the District and the City to remove said ornamental grasses. In addition, if at any time the District believes in its reasonable discretion, that the City's maintenance of the medians does not satisfy the District's standard for maintenance, the District, after receiving written approval from the City, shall have the right to enter upon the medians and perform such additional maintenance as the District shall require in order to satisfy such standard. Should any maintenance be done by the District that is the responsibility of the City, no compensation for said maintenance may be collected from the City for the work performed.

6. **Exhibit B Schedule of Improvements.** Because this Amendment #4 does not add any new public infrastructure to the Development for which the Developer or District would have a construction obligation, there is no requirement that a Public Improvements Exhibit "B" be prepared or attached to this Agreement, and none is attached.

EXHIBIT G-1

Tracts	Plat Amendment	Owner	Design	Construction	L,I, & Site Installation	L,I, & Site Maintenance	Payment of Water Taps	Payment of Water Charges	Payment of Electric Charges
Round-a-bouts, Medians, Greenbelts		City	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4[2]	District No. 4	District No. 4
Drainage Ways		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
C		City	Developer or District No. 4	Developer or District No. 4[1]	Developer or District No. 4	District No. 4	Developer or District No. 4[2]	District No. 4	District No. 4
E		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
F	3	City	Developer or District No. 4	Developer or District No. 4[1]	Developer or District No. 4	District No. 4	Developer or District No. 4[2]	District No. 4	District No. 4
G	4	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
GG	4	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
H	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
J	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
JJ	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
K	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
L	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
M	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
N	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
NN	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
P	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4

Q		City	Developer or District No. 4	Developer or District No. 4[1]	Developer or District No. 4	District No. 4 (Pre-construction); City (Post-construction)	Developer or District No. 4[2]	City	City
R		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
S		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
T		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
U		Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer
V	3	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
VV	3	Developer	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
W		City	Developer or District No. 4	Developer or District No. 4[1]	Developer or District No. 4	District No. 4 (Pre); City (Post)	Developer or District No. 4[2]	City	City
WWW		School District	School District	School District	School District	School District	School District	School District	School District
X		Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer
Y		Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer
Z		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4

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

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