

BRIGHTON CITY COUNCIL RESOLUTION
BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT PLAT AMENDMENT
AND
BRIGHTON CROSSING FILING NO. 2
DEVELOPMENT AGREEMENT, 3RD AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, GRANTING CONDITIONAL APPROVAL OF THE BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT PLAT AMENDMENT AND THE BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT, 3RD AMENDMENT FOR APPROXIMATELY 74.776 ACRES OF PROPERTY, GENERALLY LOCATED WITHIN THE EAST HALF OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO; SETTING FORTH SAID CONDITIONS OF APPROVAL; AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT AMENDMENT; AND SETTING FORTH OTHER DETAILS RELATED THERETO.

RESOLUTION NO.: 2018-21

WHEREAS, Brookfield Residential, L.L.C., (the “Owner”), owns an approximately 74.776 acres of property in the Brighton Crossing Filing No. 2 Subdivision, generally located east of N. 50th Avenue and north of Bridge Street, and more specifically described in **EXHIBIT A**, attached hereto (the “Property”); and

WHEREAS, J3 Engineering (the “Applicant”), on behalf of the Owner, has requested an application for approval of the Brighton Crossing Filing No. 2, 6th Amendment, attached hereto as **EXHIBIT B** (the “Plat Amendment”); and

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

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

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

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

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

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

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

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

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

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

Section 1. That the Brighton Crossing Filing No. 2, 6th Amendment Plat Amendment, attached hereto as **Exhibit B**, and that the Brighton Crossing Filing No. 2 Development Agreement, 3rd Amendment, attached hereto as **Exhibit C**, are hereby approved, with the following condition:

- 1) The Owner/Developer shall address all of the comments on the application, as specifically set forth in the “Summary Letter of DRC Comments for Review #3” letter sent to the applicant on February 1, 2018, to City Staff’s satisfaction.
- 2) Satisfaction of the condition set forth in paragraphs 1) above is a condition precedent to the issuance of any building permits by the City for any development on the Property.

Section 2. That the Mayor is authorized to execute the Plat Amendment for the Brighton Crossing Filing No. 2, 6th Amendment and the Brighton Crossing Filing No. 2 Development Agreement, 3rd Amendment, and in furtherance thereof, that the City Manager and/or his designees are hereby authorized and directed to execute such additional documents, agreements and/or related instruments, and to take such acts as are reasonably necessary, to carry out the terms and provisions of the Agreement, for and on behalf of the City of Brighton.

RESOLVED, this 6th day of March, 2018.

CITY OF BRIGHTON, COLORADO

Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq., City Attorney

EXHIBIT A
Legal Description

THAT CERTAIN PARCEL OF LAND BEING LOTS 1 AND 2, BLOCK 29, LOTS 1-38, INCLUSIVE, BLOCK 38, LOTS 1-15 INCLUSIVE, BLOCK 39, LOTS 1-30, INCLUSIVE, BLOCK 40, LOTS 1-25, INCLUSIVE, BLOCK 41, LOTS 1-25, INCLUSIVE, BLOCK 42, LOTS 1-25, INCLUSIVE, BLOCK 43, LOTS 1-25 INCLUSIVE, BLOCK 44, LOTS 1-25, LOTS 1-26, INCLUSIVE, BLOCK 45, LOTS 1-24, INCLUSIVE, BLOCK 46, LOTS 1-7, INCLUSIVE, BLOCK 47, LOTS 1-8, INCLUSIVE, BLOCK 48, LOTS 1-5, INCLUSIVE, BLOCK 49, LOTS 1-20, INCLUSIVE, BLOCK 50, TRACTS T, U AND V, AND THE RIGHT-OF-WAY FOR LONGS PEAK STREET, WOODLAND COURT, VALERIAN STREET, ALP LILY PLACE, YUCCA STREET, WILLOWHERB STREET, CHICORY STREET, YARROW STREET, PURPLE MUSTARD STREET AND ROYAL PINE STREET, AND A PORTION OF THE RIGHT-OF-WAY FOR NORTH GOLDEN EAGLE PARKWAY, BRIGHTON CROSSING FILING NO. 2 RECORDED DECEMBER 31, 2002 AT RECEPTION NO. C1074039, AND TRACTS R AND RR, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT, RECORDED _____, 201__ AT RECEPTION NO. _____, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT RR, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TRACT RR THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 41°42'00" EAST, A DISTANCE OF 88.54 FEET;
- 2) SOUTH 58°51'54" EAST, A DISTANCE OF 126.91 FEET;
- 3) SOUTH 67°51'41" EAST, A DISTANCE OF 126.19 FEET;
- 4) SOUTH 80°19'33" EAST, A DISTANCE OF 115.12 FEET;
- 5) NORTH 89°19'58" EAST, A DISTANCE OF 511.44 FEET;
- 6) NORTH 57°51'01" EAST, A DISTANCE OF 34.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 230.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°12'34" WEST;
- 7) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'47", AN ARC LENGTH OF 28.69 FEET;
- 8) SOUTH 00°38'40" EAST, A DISTANCE OF 141.53 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY NORTH 89°21'20" EAST, A DISTANCE OF 40.00 FEET THE WESTERLY BOUNDARY OF SAID TRACT R, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID TRACT R THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 00°38'40" WEST, A DISTANCE OF 141.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET;

- 2) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'47", AN ARC LENGTH OF 33.68 FEET TO THE NORTHWEST CORNER OF SAID TRACT R, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;
- 3) NORTH 82°12'34" EAST, A DISTANCE OF 111.02 FEET;
- 4) SOUTH 07°14'03" EAST, A DISTANCE OF 45.07 FEET;
- 5) SOUTH 55°40'02" EAST, A DISTANCE OF 143.13 FEET;
- 6) NORTH 89°19'58" EAST, A DISTANCE OF 68.36 FEET TO THE EASTERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;

THENCE ALONG SAID EASTERLY BOUNDARY AND THE EASTERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 2, SOUTH 00°40'02" EAST, A DISTANCE OF 2,444.22 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 2 THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89°21'16" WEST, A DISTANCE OF 1,005.88 FEET;
- 2) SOUTH 34°53'38" WEST, A DISTANCE OF 73.28 FEET;
- 3) SOUTH 13°16'10" WEST, A DISTANCE OF 519.77 FEET TO THE SOUTHEAST CORNER OF SAID TRACT U, BRIGHTON CROSSING FILING NO. 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT U SOUTH 89°21'18" WEST, A DISTANCE OF 82.16 FEET TO THE WESTERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 2;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) NORTH 00°12'45" WEST, A DISTANCE OF 50.78 FEET;
- 2) NORTH 01°42'19" WEST, A DISTANCE OF 115.17 FEET;
- 3) NORTH 00°12'45" WEST, A DISTANCE OF 330.00 FEET;
- 4) NORTH 85°18'02" EAST, A DISTANCE OF 33.47 FEET;
- 5) NORTH 02°42'49" WEST, A DISTANCE OF 109.50 FEET;
- 6) NORTH 87°17'11" EAST, A DISTANCE OF 4.15 FEET;
- 7) NORTH 02°42'49" WEST, A DISTANCE OF 145.50 FEET;
- 8) SOUTH 87°17'11" WEST, A DISTANCE OF 16.40 FEET;
- 9) NORTH 00°12'45" WEST, A DISTANCE OF 427.60 FEET;
- 10) SOUTH 88°49'07" EAST, A DISTANCE OF 5.52 FEET;
- 11) NORTH 01°10'53" EAST, A DISTANCE OF 36.00 FEET;
- 12) NORTH 88°49'07" WEST, A DISTANCE OF 6.39 FEET;
- 13) NORTH 00°12'45" WEST, A DISTANCE OF 348.24 FEET;
- 14) NORTH 86°25'05" EAST, A DISTANCE OF 31.82 FEET;
- 15) NORTH 07°47'16" WEST, A DISTANCE OF 119.50 FEET;
- 16) NORTH 82°12'44" EAST, A DISTANCE OF 14.87 FEET;
- 17) NORTH 07°47'16" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LONGS PEAK STREET AS DEPICTED ON SAID BRIGHTON CROSSING FILING NO. 2;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 82°12'44" EAST, A DISTANCE OF 48.36 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH GOLDEN EAGLE PARKWAY AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES:

- 1) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°27'18", AN ARC LENGTH OF 58.92 FEET;

- 2) NORTH 14°14'34" WEST, A DISTANCE OF 57.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,585.00 FEET;
- 3) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'20", AN ARC LENGTH OF 43.03 FEET;
- 4) NORTH 15°47'54" WEST, A DISTANCE OF 180.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 520.00 FEET;
- 5) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'20", AN ARC LENGTH OF 186.10 FEET;
- 6) NORTH 04°42'26" EAST, A DISTANCE OF 320.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 317.00 FEET;
- 7) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°44'52", AN ARC LENGTH OF 197.78 FEET;
- 8) NORTH 31°02'26" WEST, A DISTANCE OF 109.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 352.00 FEET;
- 9) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°00'49", AN ARC LENGTH OF 251.97 FEET TO THE EASTERLY BOUNDARY OF BRIGHTON CROSSING FILING NO. 2, 3RD AMENDMENT RECORDED NOVEMBER 10, 2015 AT RECEPTION NO. 2015000094404 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 17°56'45" EAST, A DISTANCE OF 41.79 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT RR, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT RR THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 66°35'14" WEST, A DISTANCE OF 38.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET;
- 2) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°16'04", AN ARC LENGTH OF 33.19 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 22.50 FEET;
- 3) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 110°20'00", AN ARC LENGTH OF 43.33 FEET;
- 4) NORTH 52°00'49" EAST, A DISTANCE OF 170.09 FEET;
- 5) NORTH 42°26'57" EAST, A DISTANCE OF 30.09 FEET;
- 6) NORTH 52°00'49" EAST, A DISTANCE OF 73.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 270.00 FEET;
- 7) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°42'49", AN ARC LENGTH OF 17.50 FEET;
- 8) NORTH 48°18'00" EAST, A DISTANCE OF 34.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 74.776 ACRES, (3,257,221 SQUARE FEET), MORE OR LESS.

ON CROSSING FILING NO. 2, 6TH AMENDMENT
A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 11

LAST REVISED: FEBRUARY 09, 2018

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

[illegible]

BOSS OF BEARING: A PORTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 66 WEST, OF THE WEST 10 NORTHWEST CORNER OF SAO SECTION 2, TOWNSHIP 15 NORTH, RANGE 66 WEST OF THE SOUTH PRINCIPAL MERIDIAN BY A 7.3 DEGREE ALTIMETER CAP IN 22.230 FEET AND A 1.1 DEGREE BUD IN 1.1 FEET TO THE POINT OF BEGINNING, BEARING S 10° 15' 00" E, DISTANCE 10.000 FEET TO THE POINT OF BEGINNING AND ASSUMED TO BEAK NORTH 89° 24' 35" EAST A DISTANCE OF 11.2230 FEET.

REMARKS: AT THE MOST NORTHERLY CORNER OF SAO TRACT RR, BROUGHTON CROSSING PLING NO. 2, THERE ALONGS THE NORTHERLY AND EASTERLY BOUNDARY OF SAO TRACT RR THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 41°20'00" EAST A DISTANCE OF 86.34 FEET;
- 2) SOUTH 95°51'34" EAST A DISTANCE OF 136.61 FEET;
- 3) SOUTH 89°01'30" EAST A DISTANCE OF 115.12 FEET;
- 4) NORTH 80°19'35" EAST A DISTANCE OF 115.12 FEET;
- 5) NORTH 89°19'58" EAST A DISTANCE OF 511.44 FEET;
- 6) SOUTH 89°19'58" EAST A DISTANCE OF 511.44 FEET;
- 7) BEARING CONVEY WESTERN ALONG A RADIUS OF 220.00 FEET THE RADIAL POINT OF SAID CURVE BEARS S10°11'21"34" WEST;
- 8) 26.69 FEET;
- 9) BEARING CONVEY WESTERN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'43" AN ARC LENGTH OF 30.00 FEET;
- 10) SOUTH 00°38'40" EAST A DISTANCE OF 141.53 FEET;

[illegible]

- 1) SOUTH 89°16' WEST, A DISTANCE OF 1,005.88 FEET;
- 2) SOUTH 34°53'18" WEST, A DISTANCE OF 13.58 FEET;
- 3) SOUTH 13°16'10" WEST, A DISTANCE OF 519.77 FEET TO THE SOUTHEAST CORNER OF SADD TRACT U, BRIGHTON CROSSING PLING NO. 2.

EVIDENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT U SOUTH 89°16' WEST, A DISTANCE OF 82.12 FEET TO THE WESTERLY BOUNDARY OF SAID BRIGHTON CROSSING PLING NO. 2.

EVIDENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) NORTH 07°12'45" WEST, A DISTANCE OF 50.78 FEET;
- 2) NORTH 01°42'19" WEST, A DISTANCE OF 151.17 FEET;
- 3) NORTH 88°10'07" EAST, A DISTANCE OF 113.87 FEET;
- 4) NORTH 88°10'07" EAST, A DISTANCE OF 31.87 FEET;
- 5) NORTH 02°42'49" WEST, A DISTANCE OF 109.50 FEET;
- 6) NORTH 87°17'11" EAST, A DISTANCE OF 9.15 FEET;
- 7) NORTH 02°42'49" WEST, A DISTANCE OF 143.50 FEET;
- 8) NORTH 07°12'45" WEST, A DISTANCE OF 42.67 FEET;
- 9) NORTH 88°10'07" EAST, A DISTANCE OF 42.67 FEET;
- 10) SOUTH 88°10'07" EAST, A DISTANCE OF 58.55 FEET;
- 11) NORTH 01°10'53" EAST, A DISTANCE OF 58.40 FEET;
- 12) NORTH 07°12'45" WEST, A DISTANCE OF 144.24 FEET;
- 13) NORTH 07°12'45" WEST, A DISTANCE OF 348.24 FEET;
- 14) NORTH 88°10'07" EAST, A DISTANCE OF 31.82 FEET;
- 15) NORTH 07°41'16" WEST, A DISTANCE OF 119.50 FEET;
- 16) NORTH 87°17'11" EAST, A DISTANCE OF 9.15 FEET;

TO THE NORTHERLY RIGHT OF & MAY BE
LOCUS EAK STREET HAS DELETED ON SAID BIRMINGHAM CROSSING PLAIN NO. 2.



THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES:

[illegible]

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 17°56'45" EAST, A DISTANCE OF 41.79 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT RR, BRIGHTON CROSSING FILING NO. 2, 5TH AMENDMENT;

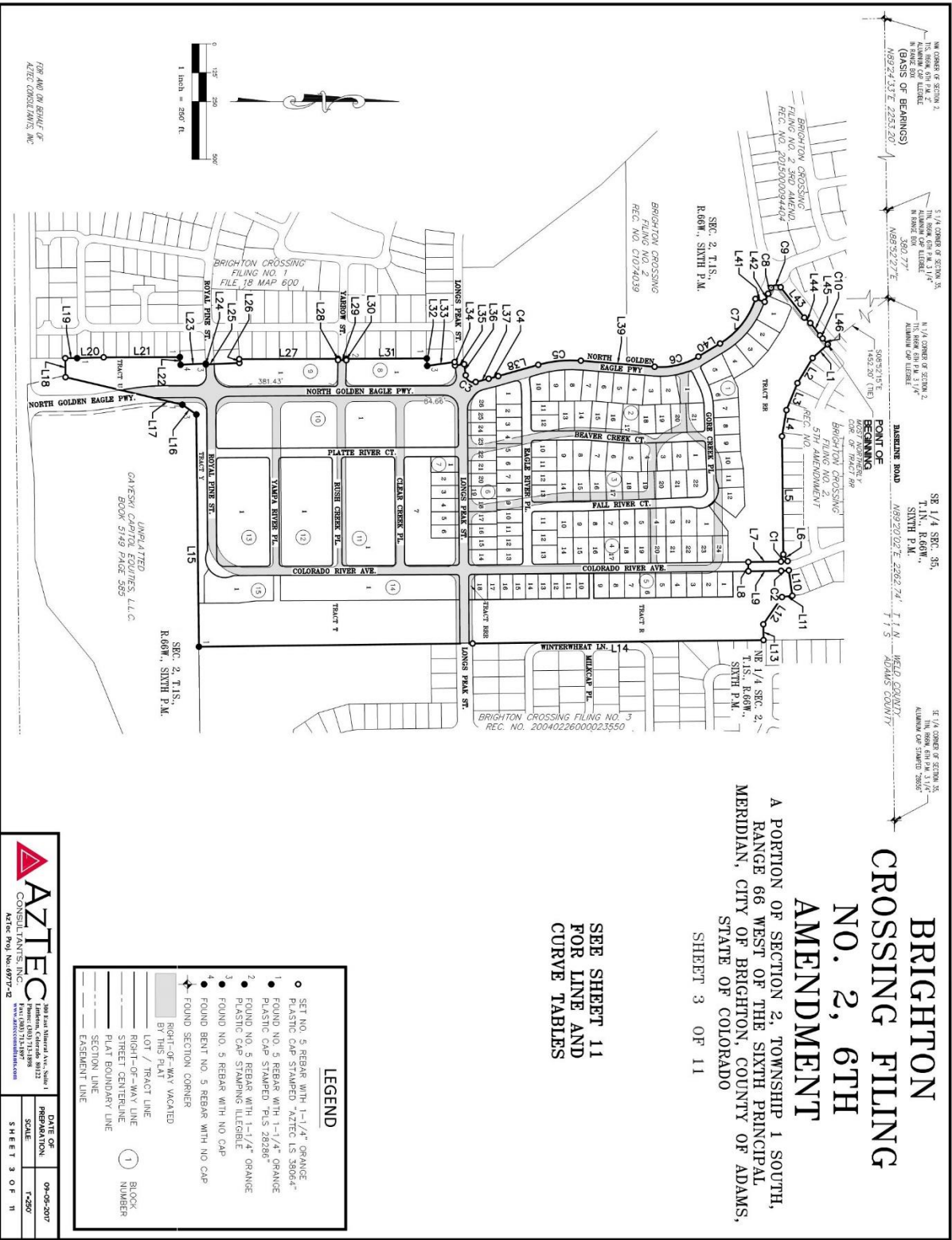
THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT RR THE FOLLOWING EIGHT (8) COURSES:

[illegible]

SUBDIVISION DATA TABLE		
DESCRIPTION	NUMBER	ACRES
LOTS	138	43,720 ACRES
TRACTS	6	18,199 ACRES
RIGHT-OF-WAY		11,850 ACRES
TOTAL		74,769 ACRES


AZTEC
 CONSULTANTS, INC.
 300 East Winstead Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1497
www.aztecconsultants.com

DATE OF PREPARATION	09-05-2007
SCALE	N/A
SHEET 2 OF 11	



**BRIGHTON
CROSSING FILING
NO. 2, 6TH
AMENDMENT**

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

SHEET 3 OF 11

SEE SHEET 11
FOR LINE AND
CURVE TABLES

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 35064"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 28286"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPING ILLEGIBLE
- FOUND NO. 5 REBAR WITH NO CAP
- FOUND BENT NO. 5 REBAR WITH NO CAP
- FOUND SECTION CORNER
- RIGHT-OF-WAY VACATED BY THIS PLAT
- LOT / TRACT LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PLAT BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE

① BLOCK NUMBER

AZTEC
CONSULTANTS, INC.

388 East Harvard Ave., Suite 1
Littleton, Colorado 80120
Phone (303) 713-8970
Fax (303) 713-8971
www.aztecconsultants.com

Aztec Proj. No. 0977-02

DATE OF PREPARATION: 07-09-2017

SCALE: 1"=250'

SHEET 3 OF 11

BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

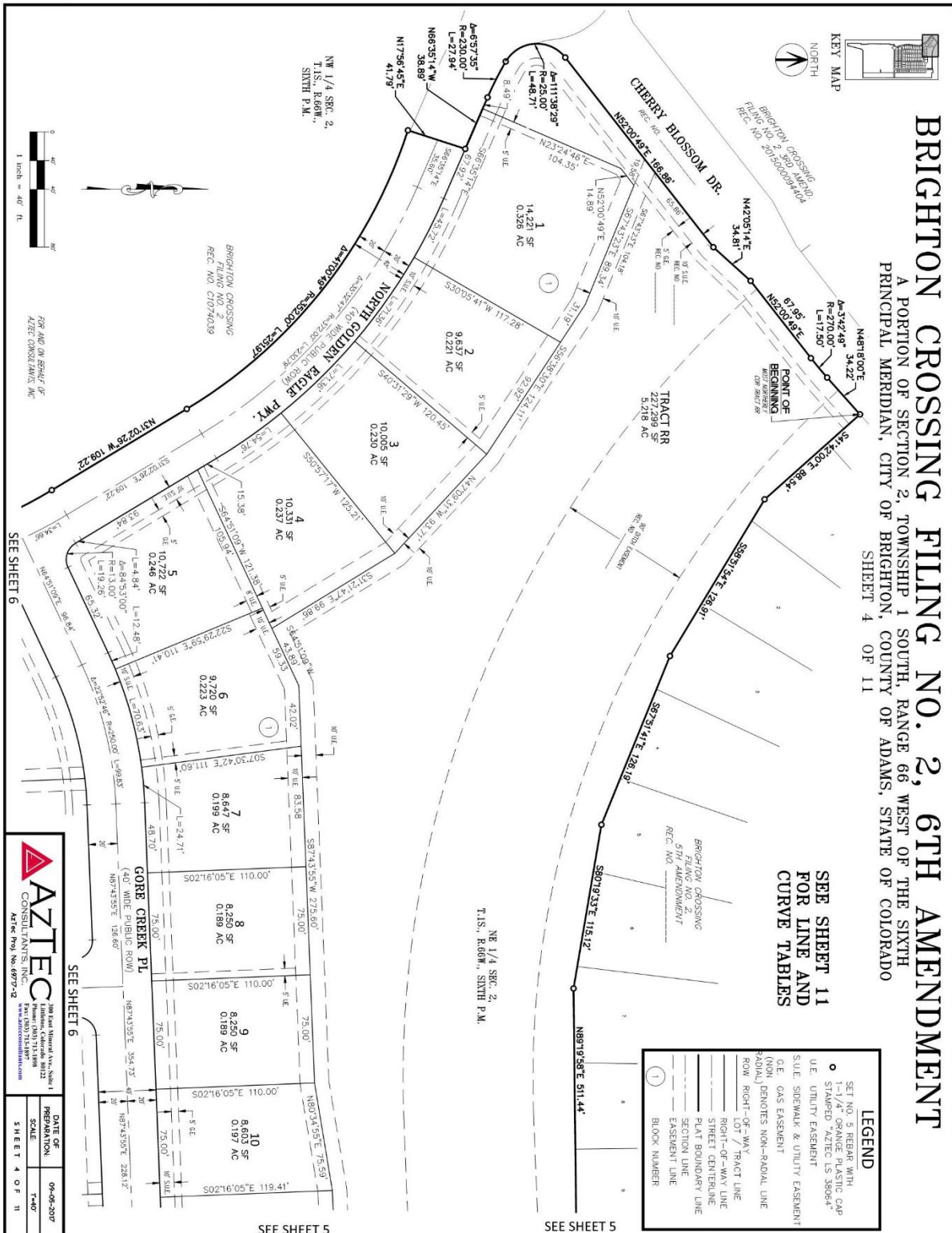
SHEET 4 OF 11



SEE SHEET 11
FOR LINE AND
CURVE TABLES

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP
- STAMPED "AZTEC LS 38064"
- UTILITY EASEMENT
- SIDEWALK & UTILITY EASEMENT
- GAS EASEMENT
- (NON) DENOTES NON-RADIAL LINE
- ROW RIGHT-OF-WAY
- LOT / TRACT LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PLAT BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- BLOCK NUMBER



AZTEC
CONSULTANTS, INC.

100 East Vineyard Ave., Suite 1
Brighton, Colorado 80601
Phone: (303) 713-1800
Fax: (303) 713-1800
aztecinc.com

Attn: Proj. No. 6977-2

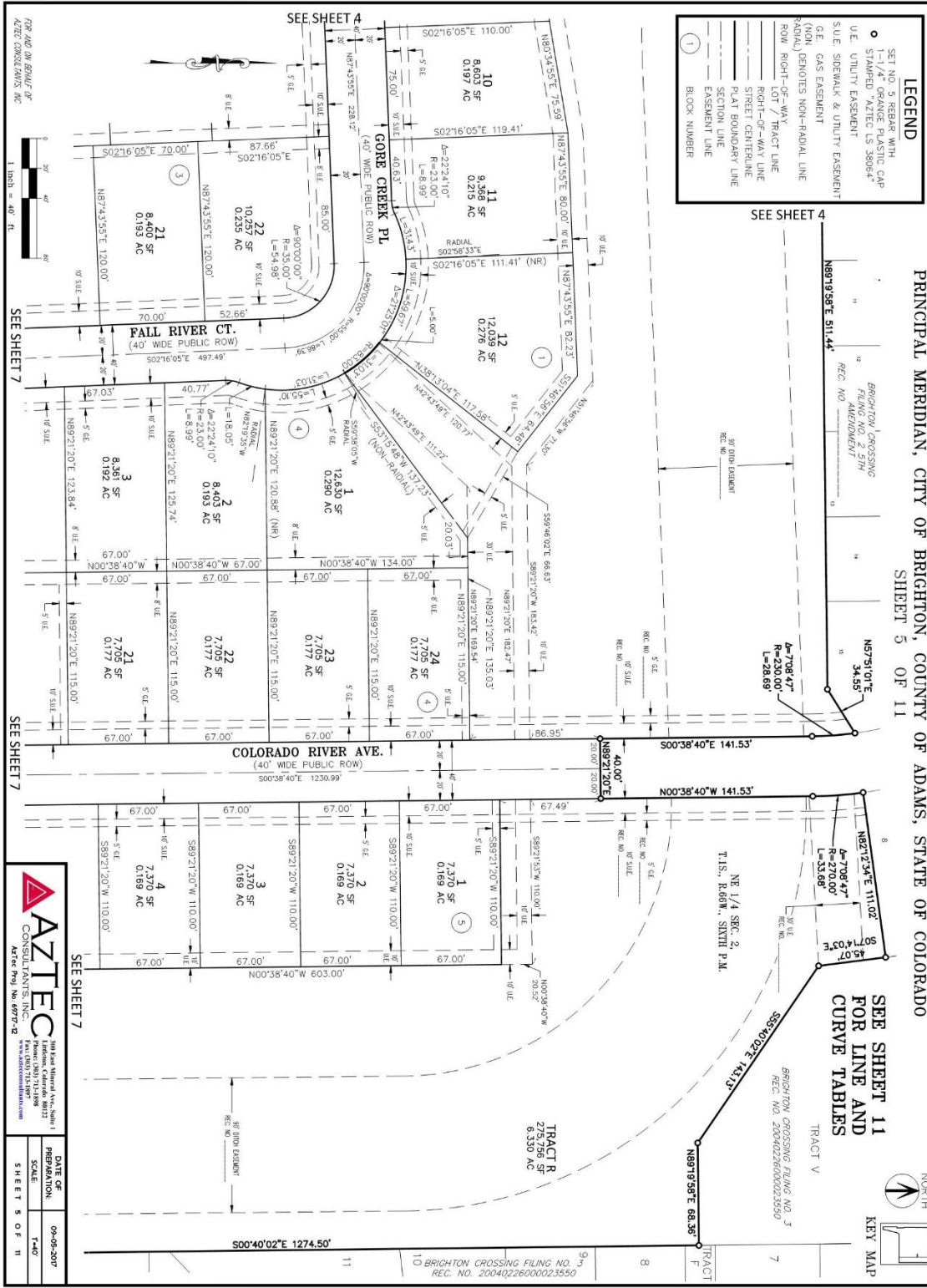
DATE OF PREPARATION	04-06-2007
SCALE	T=40'
SHEET	4 OF 11

BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP
- STAMPED "AZTEC LS 38064"
- UTILITY EASEMENT
- SIDEWALK & UTILITY EASEMENT
- CE GAS EASEMENT
- (NON) RADIAL DENOTES NON-RADIAL LINE
- ROW RIGHT-OF-WAY
- LOT / TRACT LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PLAT BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- BLOCK NUMBER



AZTEC
CONSULTANTS, INC.
AZTEC PROJ. NO. 0977-02

DATE OF PREPARATION: 09-05-2007
SCALE: 1"=40'
SHEET 5 OF 11

BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

GORE CREEK PL

SHEET 6 OF 11

SEE SHEET 4

SEE SHEET 4



LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- UTILITY EASEMENT
- SIDEWALK & UTILITY EASEMENT
- G.E. GAS EASEMENT
- (NON-RADIAL) DENOTES NON-RADIAL LINE
- ROW RIGHT-OF-WAY
- LOT / TRACT LINE
- STREET CENTRINE
- PLAT BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- BLOCK NUMBER

SEE SHEET 11
FOR LINE AND
CURVE TABLES

SEE SHEET 7



AZTEC
CONSULTANTS, INC.
Active Proj. No. 6977-2

3800 East Wadsworth Ave., Suite 1
Littleton, Colorado 80122
Phone (303) 734-1997
www.aztecconsultants.com

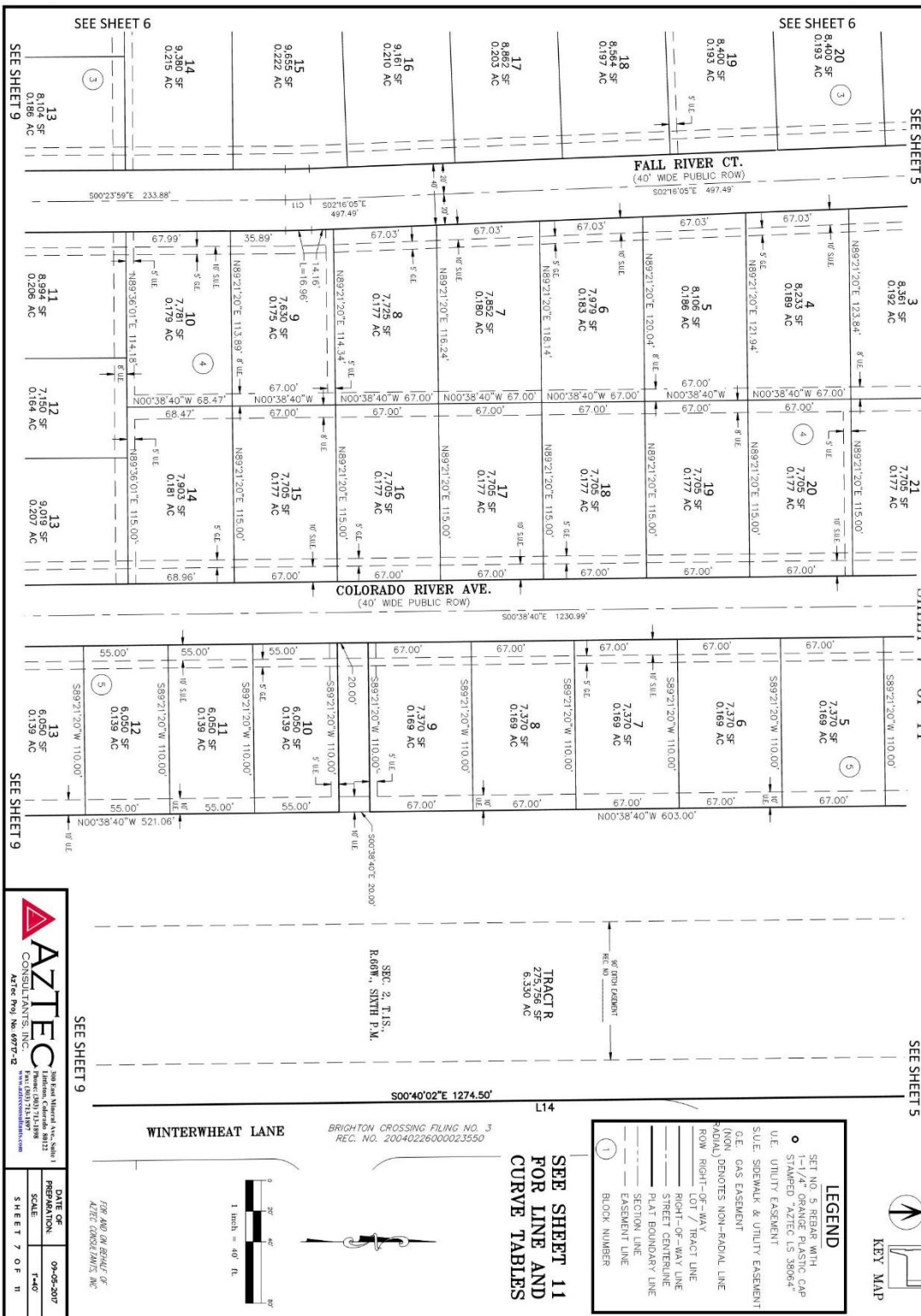
DATE OF PREPARATION	09-06-2007
SCALE	T=40'
SHEET	6 OF 11

DR. AND R. B. BULLIS, JR.
AZTEC CONSULTANTS, INC.

BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

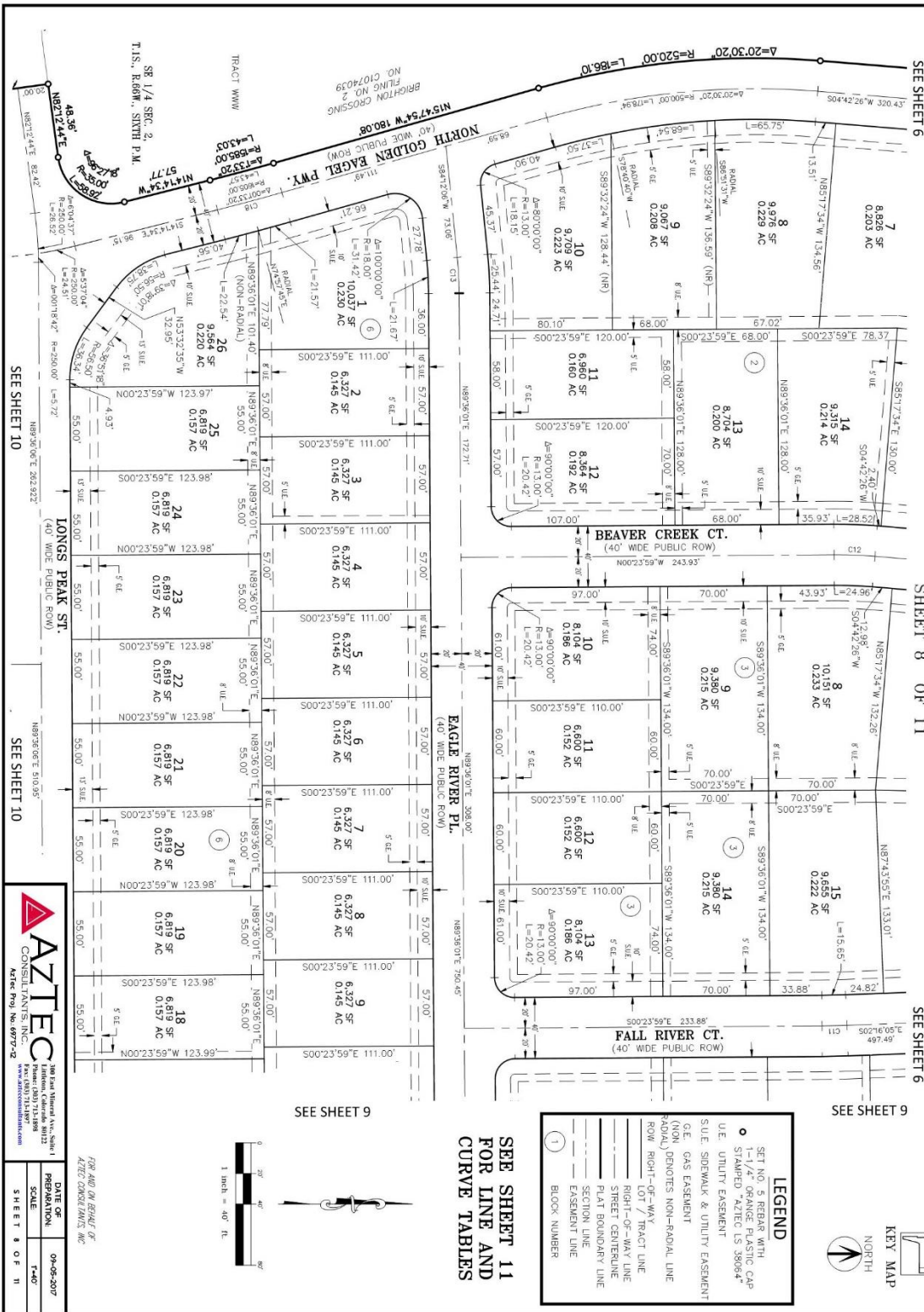
A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66, WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 7 OF 11



BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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



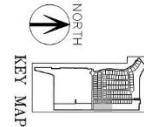
BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

SEE SHEET 7

SHEET 9 OF 11

SEE SHEET 7

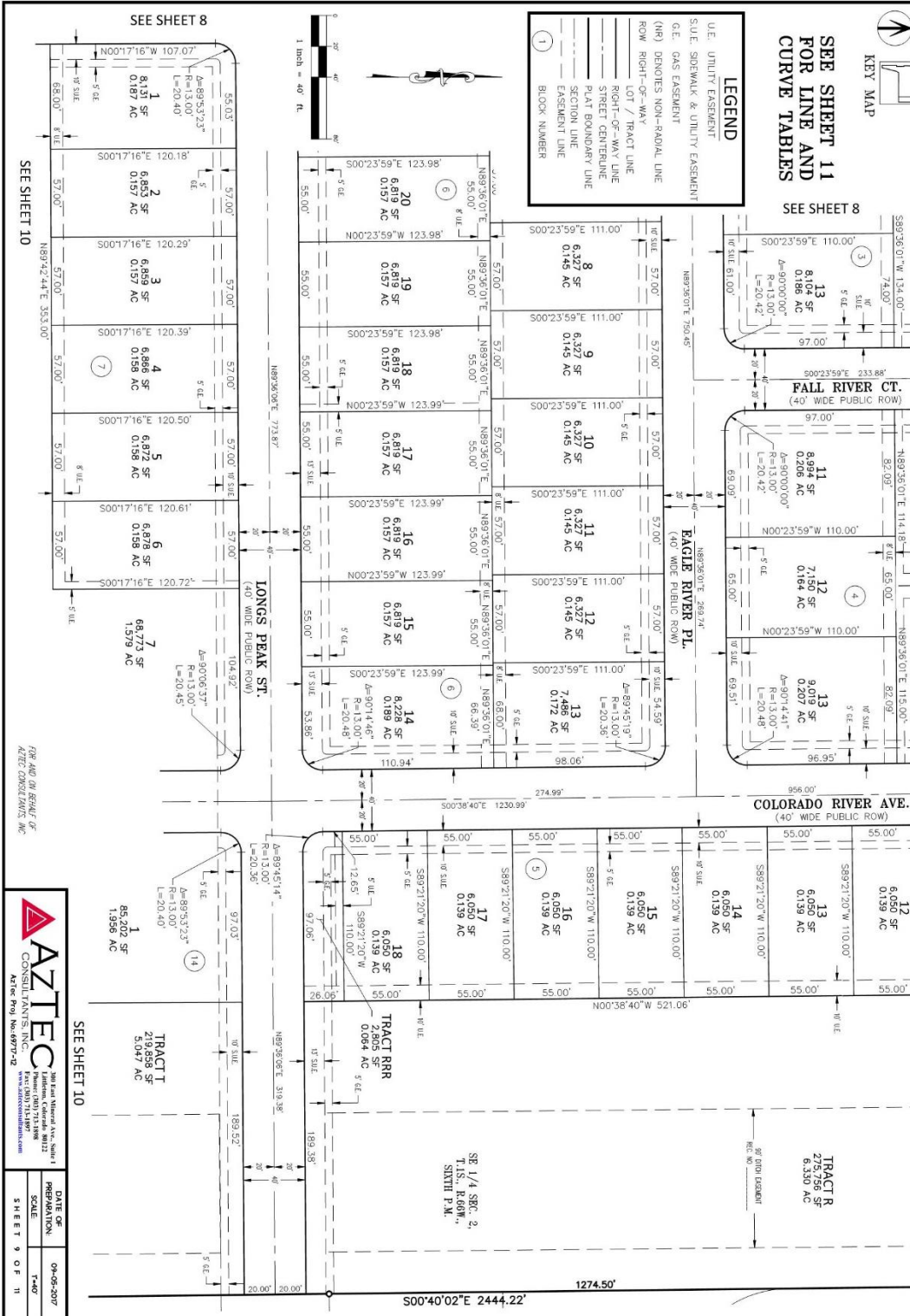


SEE SHEET 11
FOR LINE AND
CURVE TABLES

SEE SHEET 8

LEGEND

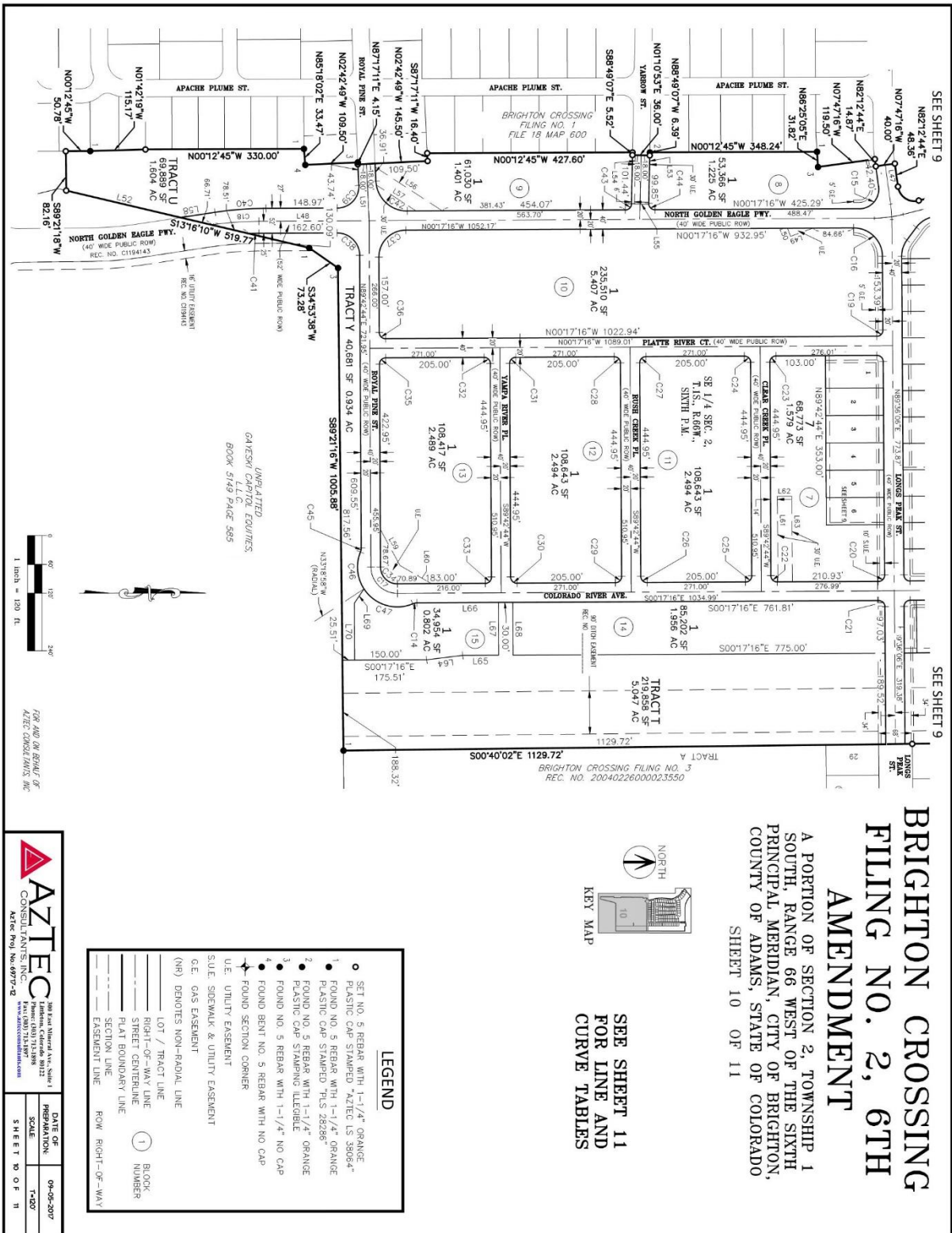
- U.E. UTILITY EASEMENT
- S.U.E. SIDEWALK & UTILITY EASEMENT
- G.E. GAS EASEMENT
- (NR) DENOTES NON-RADIAL LINE
- ROW RIGHT-OF-WAY
- LOT / TRACT LINE
- RIGHT-OF-WAY LINE
- STREET CENTRELINE
- PLAT BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- BLOCK NUMBER



PREPARED BY
AZTEC CONSULTANTS, INC.



DATE OF
PREPARATION: 09-05-2017
SCALE: 1"=40'
SHEET 9 OF 11



BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

LINE	BEARING	LENGTH
L1	S41°42'00"E	88.54'
L2	S68°51'54"E	126.91'
L3	S67°51'41"E	126.19'
L4	S801°9'33"E	115.12'
L5	N89°19'58"E	511.44'
L6	N57°51'01"E	34.55'
L7	S00°28'40"E	141.53'
L8	N89°21'20"E	40.00'
L9	N00°28'40"W	141.53'
L10	N82°12'34"E	111.02'
L11	S07°14'03"E	45.07'
L12	S85°40'02"E	143.13'
L13	N89°19'58"E	68.36'
L14	S00°40'02"E	2444.22'
L15	S89°21'16"W	1005.88'
L16	S34°53'38"W	73.28'
L17	S13°16'10"W	519.77'
L18	S89°21'18"W	82.16'
L19	N00°12'45"W	50.78'
L20	N01°42'19"W	115.17'
L21	N00°12'45"W	330.00'
L22	N85°18'02"E	33.47'
L23	N02°42'49"W	109.50'
L24	N87°17'11"E	4.15'

LINE	BEARING	LENGTH
L25	N02°42'49"W	145.50'
L26	S87°17'11"W	16.40'
L27	N00°12'45"W	422.60'
L28	S88°49'07"E	5.52'
L29	N01°10'53"E	36.00'
L30	N88°49'07"W	6.39'
L31	N00°12'45"W	348.24'
L32	N86°25'05"E	31.62'
L33	N07°47'16"W	119.50'
L34	N82°12'44"E	14.87'
L35	N07°47'16"W	40.00'
L36	N82°12'44"E	48.36'
L37	N14°14'34"W	57.77'
L38	N15°47'54"W	180.08'
L39	N04°42'26"E	320.43'
L40	N31°02'26"W	109.22'
L41	N17°56'45"E	41.79'
L42	N66°35'14"W	38.89'
L43	N52°00'44"E	166.86'
L44	N42°03'14"E	34.81'
L45	N52°00'49"E	67.95'
L46	N48°18'00"E	34.22'
L47	N82°12'44"E	82.42'
L48	N00°17'16"W	229.60'

LINE	BEARING	LENGTH
L49	S20°18'32"E	49.63'
L50	S69°41'28"W	18.16'
L51	N87°17'11"E	118.47'
L52	S13°16'10"W	244.46'
L53	S88°49'07"E	101.68'
L54	S88°49'07"E	101.68'
L55	S01°10'53"W	30.00'
L56	N33°11'23"E	166.44'
L57	N33°11'23"E	98.73'
L58	S08°38'42"E	72.94'
L59	N61°29'38"E	85.94'
L60	N29°53'37"E	75.49'
L61	S89°21'55"W	178.15'
L62	S00°38'05"E	30.00'
L63	S89°21'55"W	178.33'
L64	S06°53'15"E	75.50'
L65	S00°17'16"E	75.00'
L66	S00°17'16"E	169.84'
L67	N89°42'44"E	110.00'
L68	N89°42'44"W	110.00'
L69	N56°09'26"W	35.95'
L70	S89°42'44"W	118.68'

CURVE	DELTA	RADIUS	LENGTH
C1	7°08'43"	230.00'	28.66'
C2	7°08'43"	270.00'	33.68'
C3	9°02'18"	35.00'	58.92'
C4	1°33'20"	1586.00'	43.03'
C5	2°30'20"	520.00'	186.10'
C6	35°44'52"	317.00'	197.78'
C7	41°00'49"	352.00'	251.97'
C8	6°57'35"	230.00'	27.94'
C9	3°42'48"	270.00'	17.50'
C10	1°52'06"	500.00'	16.30'
C11	5°06'25"	300.00'	26.74'
C12	5°23'55"	250.00'	23.56'
C13	22°24'10"	23.00'	8.99'
C14	97°29'57"	40.81'	69.44'
C15	89°53'23"	59.70'	93.66'
C16	90°00'00"	55.00'	86.39'
C17	8°05'07"	700.00'	98.78'
C18	90°06'37"	13.00'	20.45'
C19	90°06'37"	13.00'	20.45'
C20	8°21'25"	727.00'	106.04'
C21	1°52'43"	675.00'	22.13'

CURVE	DELTA	RADIUS	LENGTH
C22	90°00'00"	13.00'	20.42'
C23	90°00'00"	13.00'	20.42'
C24	90°00'00"	13.00'	20.42'
C25	90°00'00"	13.00'	20.42'
C26	90°00'00"	13.00'	20.42'
C27	90°00'00"	13.00'	20.42'
C28	90°00'00"	13.00'	20.42'
C29	90°00'00"	13.00'	20.42'
C30	90°00'00"	13.00'	20.42'
C31	90°00'00"	13.00'	20.42'
C32	90°00'00"	13.00'	20.42'
C33	90°00'00"	13.00'	20.42'
C34	90°00'00"	35.00'	54.98'
C35	90°00'00"	13.00'	20.42'
C36	90°00'00"	13.00'	20.42'
C37	90°00'00"	56.00'	87.96'
C38	90°00'00"	47.00'	73.83'
C39	92°25'33"	45.00'	72.59'
C40	8°21'25"	727.00'	106.04'
C41	1°52'43"	675.00'	22.13'

CURVE	DELTA	RADIUS	LENGTH
C42	87°34'27"	65.00'	99.35'
C43	88°31'50"	13.00'	20.09'
C44	91°28'10"	13.00'	20.75'
C45	22°24'10"	23.00'	8.99'
C46	55°25'52"	83.00'	80.30'
C47	7°9'22'28"	83.00'	114.98'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



AZTEC
CONSULTANTS, INC.
Aztec Proj. No. 0977-05

2024 E. Townsend Ave., Suite 110
Littleton, Colorado 80120
Phone: (303) 713-1898
www.aztecconsultants.com

DATE OF PREPARATION: 09-05-2007

SCALE: N/A

SHEET 11 OF 11

EXHIBIT C
Development Agreement Amendment

**BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT,
THIRD (3rd) AMENDMENT**

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

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

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

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

WHEREAS, on February __, 2018, Developer and the Existing District further amended the Agreement with the City (the “Second Amendment”, and together with the Original Agreement and the First Amendment, the “Agreement”), which was approved by City Council Resolution No. 2018-____, and which Second Amendment was or will be recorded in the real property records of the Clerk and Recorder of Adams County; and

WHEREAS, Developer currently owns the sum total of Phases 15-19 of the Development (as such Phases are described pursuant to the Phasing Plan attached to the Agreement as Exhibit B-2); and

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

WHEREAS, a plat amendment to the Plat relative to certain lots and other property within what was, under the original Agreement, designated as Phases 15-17 of the Development, titled Brighton Crossing Filing No. 2, 6th Amendment (the “Plat Amendment”), as described more fully in Exhibit A, has been submitted to the City for review and said plat amendment (which amendment redesignates Phases 15-17 as Phase 12 for the Development) requires approval by the City Council and necessitates an amendment to the Agreement; and

WHEREAS, Phases 1-9 of the Development have been completed or are currently under construction, Phase 10-11 of the Development is addressed by the Second Amendment, Phase 12 is addressed hereby, and the remaining phases (17-19) remain to be completed; and

WHEREAS, because the Developer is concurrently herewith amending the Plat pursuant to the Plat Amendment, the Developer, District No. 4 and the City are entering into this Amendment to set forth their understandings and agreements regarding the improvements to be constructed by or on behalf of Developer, District No. 4 and/or a new Title 32 metropolitan district formed for the purpose of constructing said improvements (together with the Existing District, the “Districts”) within what was previously Phases 15-17 of the Development, which phases are now being redesignated as Phase 12 (the “Phase 12 Improvements”).

WHEREAS, the Developer has submitted a revised Schedule of Public Improvements for the Phase 12 Improvements; and

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

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

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

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

- A. The existing Schedule of Improvements attached as Exhibit B1 of the Brighton Crossing Filing No. 2 Development Agreement, dated December 17, 2002, is hereby amended to include the Schedule of Improvements attached hereto as Exhibit B-1c. Notwithstanding said substitution, it is agreed by the parties hereto that the new Schedule of Improvements shall only have the effect of modifying the Phase 12 Improvements (it being specifically acknowledged that improvements for Phases 1-11 remain subject to the Agreement, and that improvements for Phases 18-19 remain subject to the Agreement). To the extent of any conflict between the

Schedule of Improvements attached to the Agreement, and **Exhibit B-1c**, as pertains solely to the Phase 12 Improvements, **Exhibit B-1c** shall control.

- B. The existing Phasing Plan shown in Exhibit B-2 of the original Agreement is hereby amended to include the Phasing Plan for the Development attached hereto as **Exhibit B-2c**. Notwithstanding said substitution, it is agreed by the parties hereto that the new Phasing Plan (Exhibit B-2c) shall only have the effect of redesignating what was previously referred to as Phases 15-17 as Phase 12 of the Development. Developer may not deviate from the Phasing Plan (Exhibit B-2c) except by formal approval by the Community Development Director.
- C. In addition to the requirements of Exhibit F Special Provisions, the following special provisions shall apply:

18. Timing of Infrastructure Construction. Developer and/or one of the Districts shall construct the improvements for all common area infrastructure shown in the Construction Documents that accompanied the Plat Amendment before any building permits will be issued by the City for residential improvements within Phase 12.

19. Community Mailboxes. Before the City will issue any building permits for Phase 12, the Developer and/or one of the Districts, at the applicable Party's sole cost and expense, shall construct a community mailbox at a location and design approved by the US Postal Service within the Development for use by within Phase 12 of the Development.

20. Future Development Signs. Prior to the issuance of any building permits for residential improvements within Phase 12, the Developer and/or one of the Districts, at the applicable Party's sole cost and expense, shall erect a sign at each point along each street that will cross from Phase 12 into either of Phase 18 or Phase 19 of the Development, notifying residents that the street will be extended in the future in connection with the development of said Phases 18-19; provided, however, that none of Developer nor any District shall have any obligation to provide any notice about or otherwise speak to future roadway construction beyond that required of Developer in connection with the development of Phases 18-19 (including, without limitation, any such construction required in connection with the balance of the Development and/or any adjacent development). In the event that a site improvement permit has been issued and roadway improvements for future Phases 18 and 19 are in progress at the time of building permit issuance for Phase 12, no signs shall be required.

22. Trail. Developer and the Districts covenant and agree, at no material cost to said Parties, to assist the City in procuring a public access easement from the Farmers Reservoir and Irrigation Company permitting establishment of a trail adjacent to the Speer Canal. Upon the procurement of said public access easement, the Developer and/or Districts shall, at their own cost and expense,

construct 10' trail adjacent to the Speer Canal for the length of the canal within the Brighton Crossing Filing No. 2 subdivision. The timeline and scope for construction shall be determined by the City following the procurement of the public access easement.

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

23. Tract Maintenance. The Developer or one or more of the Districts shall be responsible for the maintenance of all other Tracts upon their completion and acceptance consistent with the Tract Summary attached hereto as **Exhibit C.**

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

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

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

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

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

I. This Amendment shall run with the land and the obligations of the Developer hereunder shall be binding upon Developer's successors and assigns. Upon execution hereof, the City shall cause the same to be recorded at Developer's

expense in the office of the Clerk and Recorder of Adams County, Colorado. Subject to the amendments herein contained, the Agreement remains in full force and effect.

- G. For clarity, the Parties hereto recognize that, notwithstanding the specification of any undertaking or obligation hereunder or in the Agreement as the responsibility of District No. 4, District No. 4's obligations and undertakings with respect to the Phase 12 Improvements may be assigned and/or assumed by a new Title 32 metropolitan district formed for such purpose.
- H. Exhibit G of the of the Agreement is hereby added:

EXHIBIT G

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

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

RECITALS

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

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

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

COVENANTS

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

Section 1. Subject Property

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

Section 2. Facilities

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

Section 3. Site Specific Maintenance Plan

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

Section 4. Obligations of Owner and/or Responsible Party

The Owner and the Responsible Party agree to the following:

- A) All Facilities on the Property shall be maintained to meet erosion control, groundwater recharge, and stormwater runoff quantity and quality standards of Chapter 14, Storm Drainage, the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual Volume 3, and the City of Brighton Standards and Specifications Manual, Chapter 3, Drainage and Flood Control, as the same may be amended from time to time.
- B) To operate, maintain, repair, and replace as necessary all facilities, including routine and non-routine maintenance, as the same may be required by this Agreement, the ordinances, rules and regulations of the City as they may be amended from time to time. Preventative and corrective maintenance repair and replacement shall be performed to maintain the function and integrity of the Facilities.
- C) To keep the Facilities in good condition and repair, free of trash, debris, algae, standing water and other conditions that would constitute a nuisance. Such maintenance shall include, but not limited to slope stabilization, bank grading, sediment removal, mowing, repairs of mechanical and structural components,

installation and maintenance of adequate landscaping as well as adequate provision for weed control and replacement of dead plant material. In the event that any detention or retention area within the Property contains standing water for more than ninety-six (96) continuous hours, the Owner and/or Responsible Party shall install an aeration or other appropriate mitigation system acceptable to the City, in order to minimize or prevent algae blooms, mosquitoes, and any other conditions that may constitute a nuisance or otherwise adversely affect the public health, safety and welfare.

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

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

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

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

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

Section 5. City Access to Property

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

Section 6. Remediation

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

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

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

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

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

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

Section 8. Notice

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

If Owner:

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

With a copy to:

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

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

If City:

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

With Copy To:

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

Section 9. Definitions

- A) **“Director”** means the Director of Utilities of the City of Brighton, or his or her designee.
- B) **“Routine”** maintenance procedures includes, but are not limited to, inspections, debris and litter control; mechanical components maintenance, repair, and replacement; vegetation management; and, other routine tasks.
- C) **“Non-routine procedures”** include, but are not limited to, those associated with removing accumulated sediments from stormwater quality facilities, restoration of eroded areas, snow and ice removal, fence repair or replacement, restoration of vegetation and long term structural repair, maintenance and replacement.
- D) **“Owner”** means the legal or beneficial owner of the subject, including those persons holding the right to purchase or lease the Property or any other person holding proprietary rights in the Property as identified in **Exhibit G2**, including their agents, representatives, successors and assigns.

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

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

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

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

Section 10. Miscellaneous

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

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

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

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

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

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

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

[Signatures begin on the next page]

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

CITY OF BRIGHTON, COLORADO

By: _____
Curtis Bauers, Director of Utilities

Attest:

By: _____
Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

OWNER:

RESPONSIBLE PARTY:

By: _____
[Name and Title]

By: _____
[Name and Title]

EXHIBIT G1
Property Description

Tract R, RR, RRR, T

EXHIBIT G2
Owner/Responsible Party Contact Information

EXHIBIT G3
Facilities Description and Location Map

1) Pond: N/A

2) Swales: Tract RR, R, RRR, T

3) Storm sewer inlet pipes, boxes and Manholes, etc.: N/A

4) Emergency Spillways:N/A

5) Manifold under Brighton Lateral:N/A

6) Evacuation Pond System:N/A

EXHIBIT G4
Site Specific Maintenance Plan
(Use UDFCD Recommendation)

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

1) Retention/Detention Ponds:

Responsibilities:

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

Inspection

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

Debris and Litter Removal

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

Aquatic Plant Harvesting

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

Mosquito Control

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

Sediment Removal from the Forebay

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

Sediment Removal from the Pond Bottom

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

Sediment Removal from the Trickle Channel, and Micropool

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

Erosion and Structural Repairs

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

2) Swales:

Responsibilities

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

Inspection

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

Debris and Litter Removal

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

Aeration

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

Mowing

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

Irrigation Scheduling and Maintenance

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

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

Fertilizer, Herbicide, and Pesticide Application

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

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

Sediment Removal

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

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

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

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

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

3) Storm sewer inlet pipes, boxes and manholes:

Responsibilities

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

Inspection

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

Debris and Litter removal

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

Erosion and Structural Repairs

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

4) Emergency Spillways:

Responsibilities

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

Inspection

Inspect annually.

Erosion and Structural Repairs

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

[Signatures on following page]

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

CITY OF BRIGHTON, COLORADO:

Kenneth J. Kreutzer, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq., City Attorney

DEVELOPER:

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

By:
Name:
Its:

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

By:
Name:
Its:

A PORTION OF SECTION 2

SHEET 2 OF 11

THE STATE OF CALIFORNIA, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER COUNTY OF SANTA CRUZ, COUNTY OF SANTA CRUZ, HAS BEEN RECORDED FOR THE PURPOSES OF THE PUBLIC RECORDS, CITY OF GILROY, SAN JOSE COUNTY AND STATE WERE PARTICULARLY ACCORDING AS FOLLOWS:

BEING, AT THE MOST NORTHERLY CORNER OF SAID TRACT RE. BRIDGTON CROSSING PLANE NO. 2, AN INCORPORATED:

THE NORTHWESTLY AND EASTERLY BOUNDARY OF SAID TRACT FOR THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 41°30'07" EAST A DISTANCE OF 86.54 FEET;
 - 2) SOUTH 93°51'44" EAST A DISTANCE OF 126.26 FEET;
 - 3) SOUTH 12°51'07" WEST A DISTANCE OF 12.51 FEET;
 - 4) SOUTH 80°19'37" EAST A DISTANCE OF 115.12 FEET;
 - 5) NORTH 89°19'58" EAST A DISTANCE OF 511.14 FEET;
 - 6) NORTH 89°19'58" EAST A DISTANCE OF 511.14 FEET;
- CURVE CONCAVE WESTWARD WITH A RADIUS OF 230.00 FEET, THE RADIOS POINT OF SUDO CURVE BEARS SOUTH 87°12'47" WEST.
- RANSDON ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 075°38'47". AN ARC LENGTH OF 26.69 FEET.
- SOUTH 00°38'40" EAST, A DISTANCE OF 144.52 FEET,

THESE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID TRACT R THE FOLLOWING SIX (6) COURSES:

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 82.12 44' EAST, A DISTANCE OF 46.35 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH GOLDEN EAGLE PARKWAY AND THE BEGINNING OF A TANGENT CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET.

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES

- THESE ALONG THE SOUTHERLY BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, THE FOLLOWING:
- THREE (3) COURSES:
- 1) SOUTH 89°11'45" WEST, A DISTANCE OF 1,005.88 FEET;
 - 2) SOUTH 34°15'38" WEST, A DISTANCE OF 33.88 FEET;
 - 3) SOUTH 15°16'07" WEST, A DISTANCE OF 519.77 FEET TO THE SOUTH-EAST CORNER OF SAID BRIDGTON CROSSING PLING NO. 2.
- THENCE ALONG SAID SOUTHERLY BOUNDARY, OF SAID TRACT, TO SOUTH 89°17'45" WEST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2.
- THENCE ALONG SAID WESTERN BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES:
- 1) NORTH 82°47'45" EAST, A DISTANCE OF 11.02 FEET;
 - 2) NORTH 87°10'45" EAST, A DISTANCE OF 45.07 FEET;
 - 3) NORTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE EASTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 4) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 5) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 6) NORTH 89°19'38" EAST, A DISTANCE OF 66.36 FEET TO THE EASTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 7) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 8) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 9) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 10) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 11) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 12) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 13) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 14) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 15) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 16) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;
 - 17) SOUTH 89°17'45" EAST, A DISTANCE OF 519.77 FEET TO THE WESTERN BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, AN INTERSECTION OF SAID BOUNDARY OF SAID BRIDGTON CROSSING PLING NO. 2, SOUTH 09°40'07" EAST, A DISTANCE OF 2,444.22 FEET;

STATION: 41040, ROAD, EASTERN H

TO THE WESTERLY BOUNDARY OF SAID TRACT RR, BRIGION CROSSING FILING NO. 2, 5TH AMENDMENT;

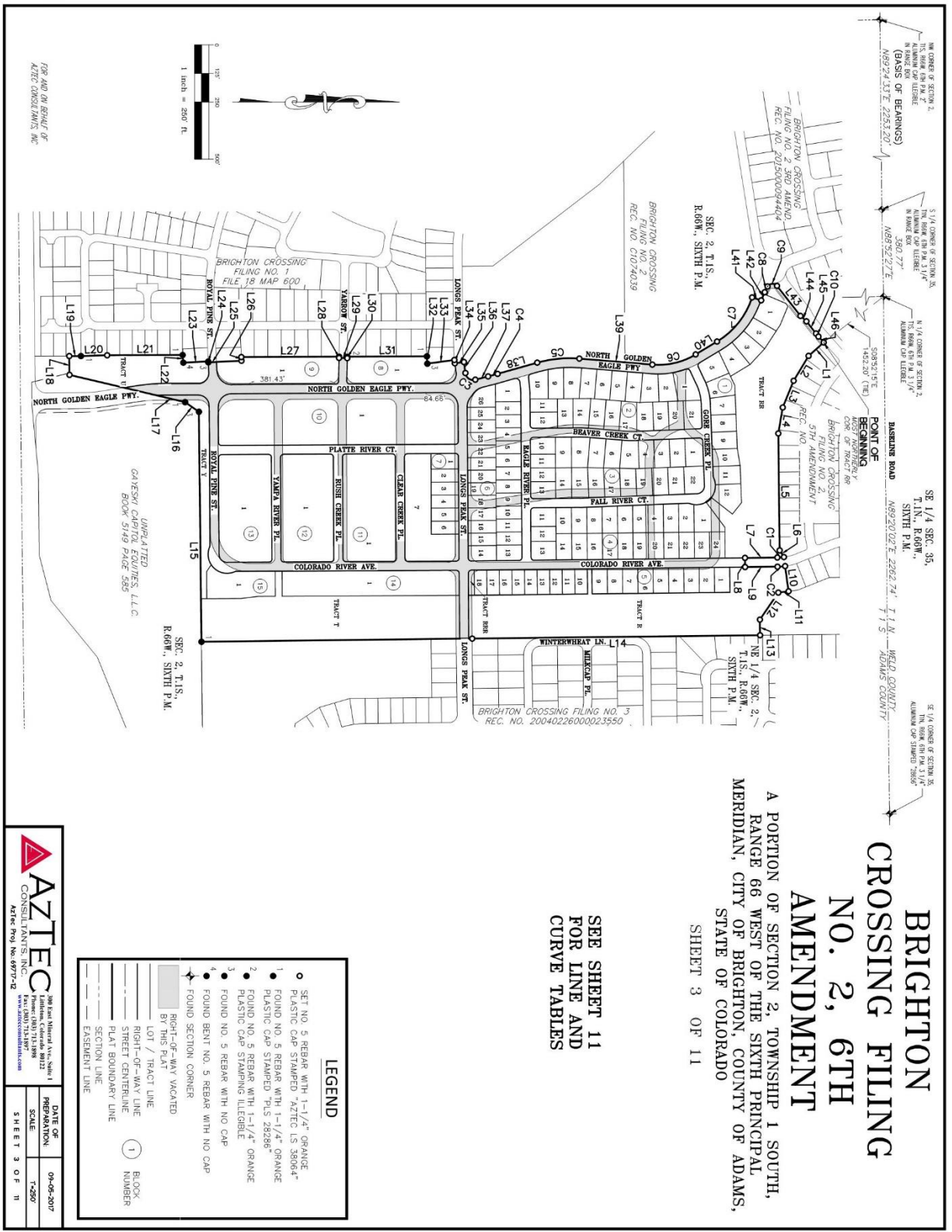
- 3) NORTH 00°45' WEST A DISTANCE OF 150.00 FEET;
- 4) NORTH 00°45' WEST A DISTANCE OF 109.50 FEET;
- 6) NORTH 87°17'11" EAST A DISTANCE OF 41.15 FEET;
- 7) NORTH 02°42'49" WEST A DISTANCE OF 145.50 FEET;
- 8) NORTH 00°12'45" WEST A DISTANCE OF 427.00 FEET;
- 9) SOUTH 88°49'07" EAST A DISTANCE OF 5.52 FEET;
- 10) SOUTH 00°12'45" WEST A DISTANCE OF 427.00 FEET;
- 11) NORTH 07°05'35" EAST A DISTANCE OF 56.30 FEET;
- 12) NORTH 00°12'45" WEST A DISTANCE OF 427.00 FEET;
- 13) NORTH 86°25'05" EAST A DISTANCE OF 91.82 FEET;
- 14) NORTH 00°12'45" WEST A DISTANCE OF 424.24 FEET;
- 15) NORTH 82°32'44" EAST A DISTANCE OF 148.97 FEET;
- 16) NORTH 07°47'16" WEST A DISTANCE OF 40.00 FEET TO THE NORTHELY POINT OF A MAY OF 1966 PLAK STAKE HAS IDENTIFIED ON SAID BOUNDARY CROSSING LINE; AND

TRACT SUMMARY TABLE

1 - BCDMD 0R TITLE 32 METRO DISTRICT SERVING THE BRIGHTON CROSSING DEVELOPMENT

SUBDIVISION DATA TABLE

AZTECO
CONSULTANTS, INC.



BRIGHTON CROSSING NO. 2, 6TH AMENDMENT

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

SHEET 3 OF 11

SEE SHEET 11 FOR LINE AND CURVE TABLES

LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC LS 38064"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 26286"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPING ILLEGIBLE
- FOUND NO. 5 REBAR WITH NO CAP
- FOUND BENT NO. 5 REBAR WITH NO CAP
- ✦ FOUND SECTION CORNER BY THIS PLAT
- RIGHT-OF-WAY VACATED BY THIS PLAT
- LOT / TRACT LINE
- RIGHT-OF-WAY LINE
- STREET CENTRELINE
- PLAT BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE



AZTEC
CONSULTANTS, INC.
Aztec Proj. No. 8977-C

DATE OF PREPARATION: 07-05-2017
SCALE: T-250'

SHEET 3 OF 11

KEY MAP

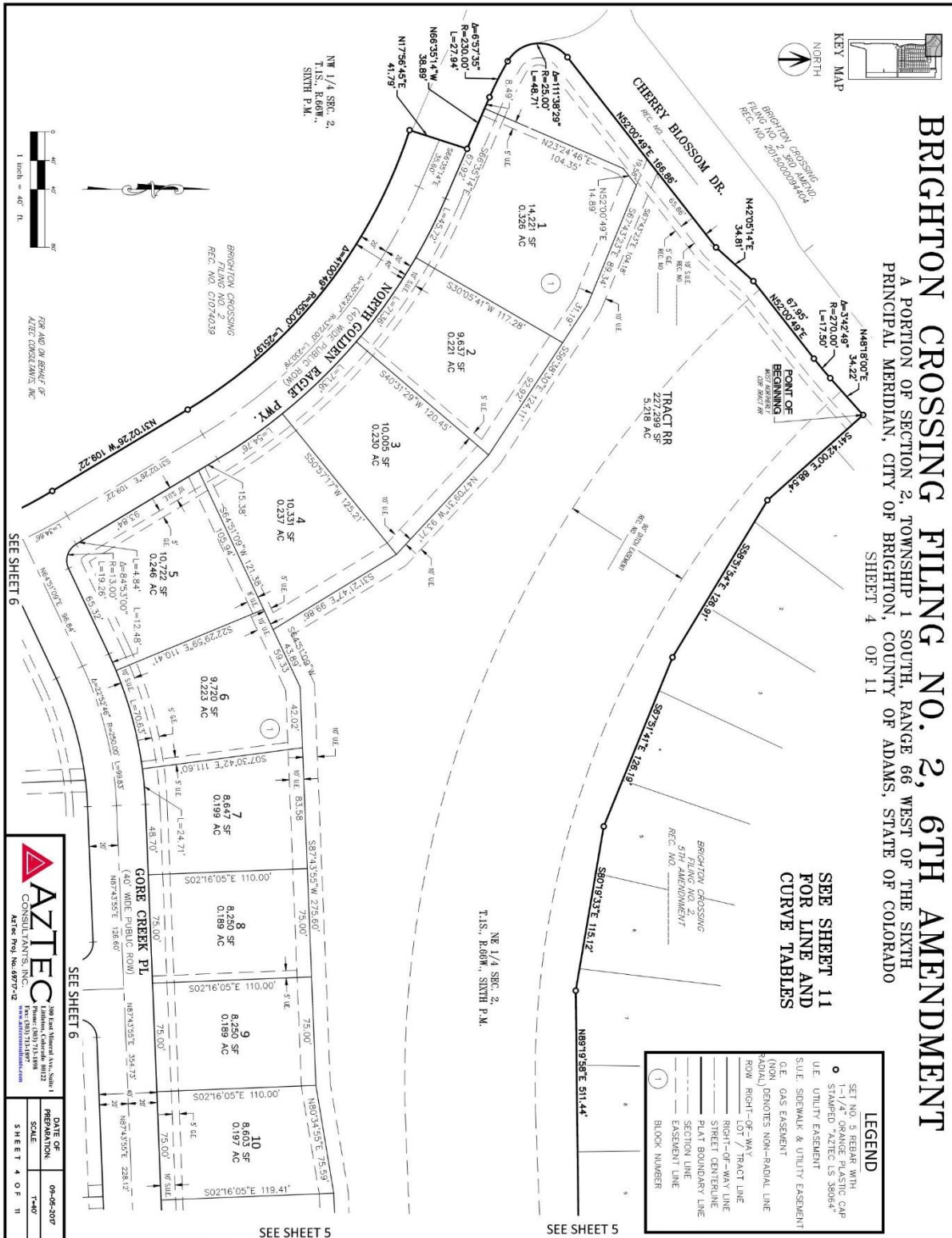
NORTH

KEY MAP
NORTH


SEE SHEET 11
FOR LINE AND
CURVE TABLES

LEGEND

- SET NO. 5 REBAR WITH
1-1/4" ORANGE PLASTIC CAP
STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
- S.U.E. SIDEWALK & UTILITY EASEMENT
- G.E. GAS EASEMENT
- (NON

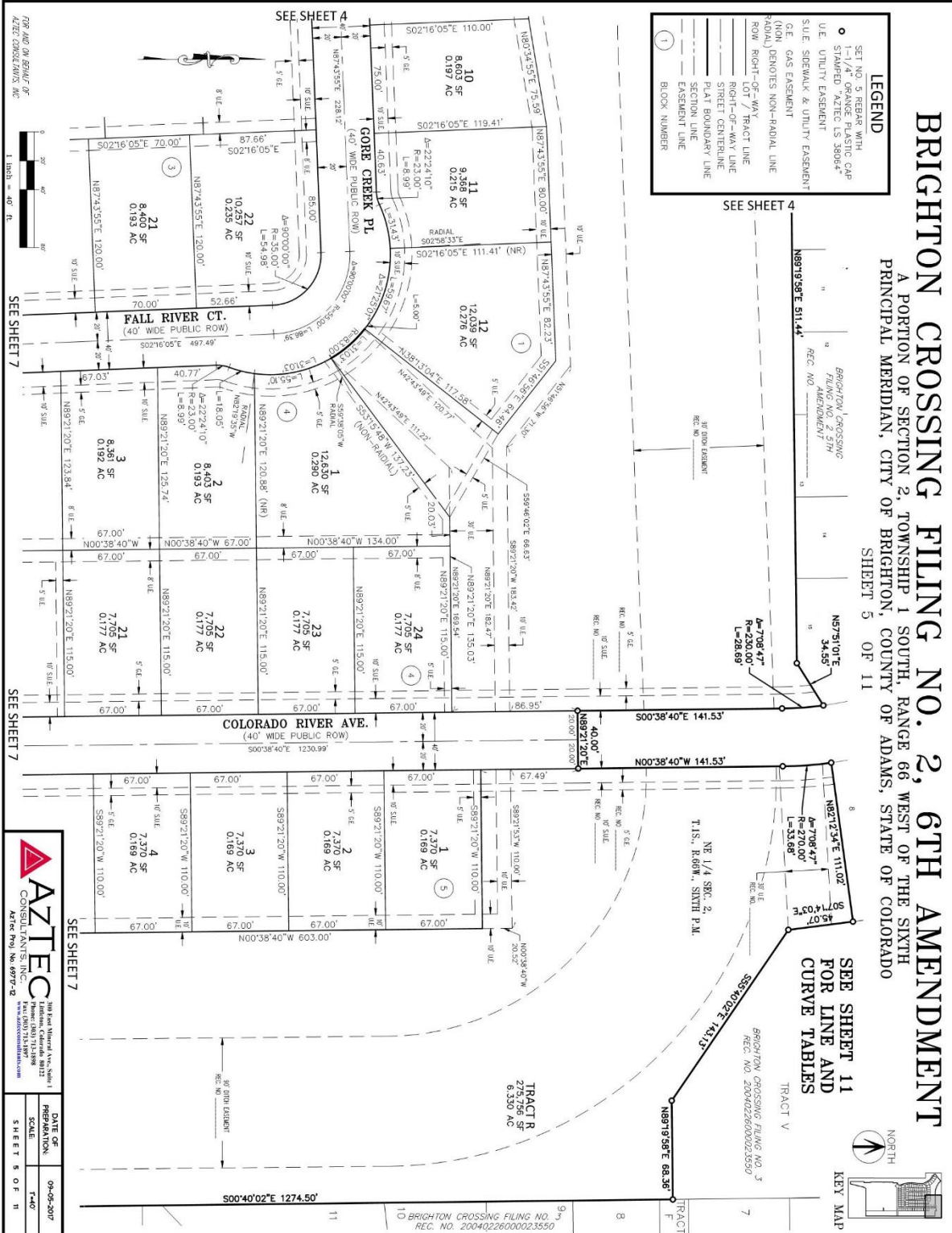


BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

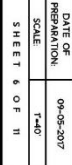
LEGEND

- SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP
- STAMPED "AZTEC LS 38064"
- UTILITY EASEMENT
- SUE SIDEWALK & UTILITY EASEMENT
- GAS EASEMENT
- (NON) RADIAL DENOTES NON-RADIAL LINE
- ROW RIGHT-OF-WAY
- LOT / TRACT LINE
- STREET CENTERLINE
- PLAT BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- BLOCK NUMBER



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

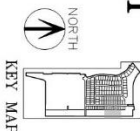
SHEET 6 OF 11



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

SHEET 7 OF 11

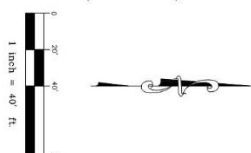
SEE SHEET 5



KEY MESSAGE

- LEGEND**
- SET NO. & REBAR WITH
● 1" DIA. REBAR
○ STAMPED "AZTEC LS 38064"
- U.E. UTILITY EASEMENT
S.U.E. SIDEWALK & UTILITY EASEMENT
G.E. GAS EASEMENT
N.E. NON-DEVELOPMENTS EASEMENT
(RADIAL) NON-DEVELOPS NON-RADIAL LINE
- ROW RIGHT-OF-WAY
RIGHT-OF-TRACT LINE
RIGHT-OF-TRAIL LINE
STREET CENTRELINE
PLAY BOUNDARY LINE
SECTION LINE
EASEMENT LINE
- ① BLOCK NUMBER

SEE SHEET 11
FOR LINE AND
CURVE TABLES



SEE SHEET 6



SEE SHEET 9

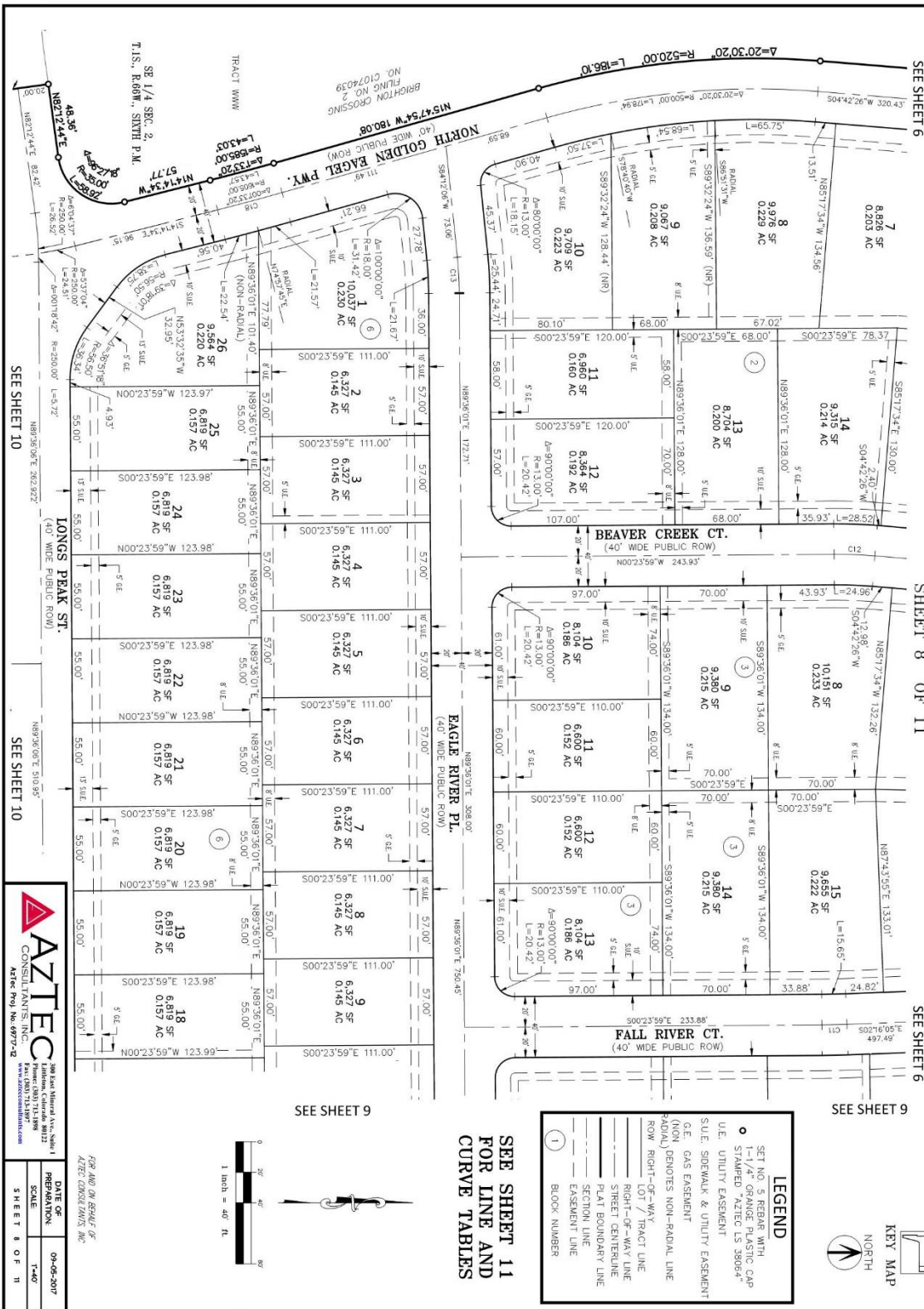
 **AZTEC**
CONSULTANTS, INC.
AZtec Proj. No. 6977-12

300 East Mineral Ave., Suite 110
Littleton, Colorado 80122
Phone: (303) 714-1998
Fax: (303) 714-1997
www.aztecconsultants.com

DATE OF PREPARATION	09-05-2017
SCALE	1"=40'
SHEET 7 OF 11	

BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

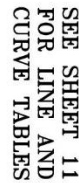
A PORTION OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 11



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

SHEET 9 OF 11

SEE SHEET 7



SEE SHEET 8

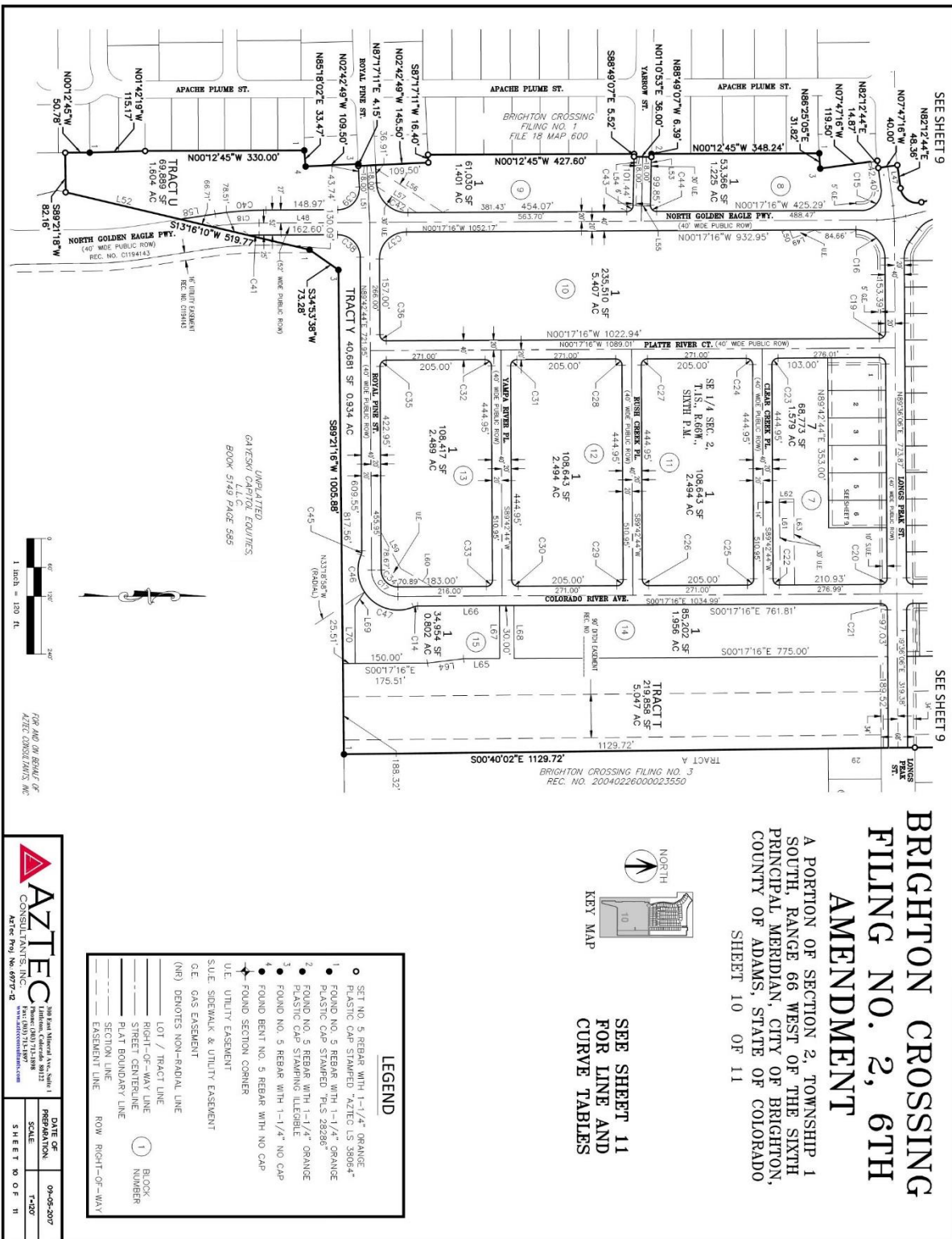
LEGEND

- SUE. SIDEWALK & UTILITY EASEMENT
 U.E. UTILITY EASEMENT
 G.E. GAS EASEMENT
 (NR) DENOTES NON-RADIAL LINE
 ROW RIGHT-OF-WAY
 LOT / TRACT LINE
 RIGHT-OF-WAY LINE
 STREET CENTRLINE
 PLAT BOUNDARY LINE
 SECTION LINE
 EASEMENT LINE
 BLOCK NUMBER




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

DATE OF PREPARATION:	09-05-2017	
SCALE:	1"=40'	
SHEET	9 OF 11	



BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT

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

LINE	BEARING	LENGTH
L1	S41°42'00"E	88.54'
L2	S58°51'54"E	126.91'
L3	S67°51'41"E	126.19'
L4	S80°19'33"E	115.12'
L5	N89°19'58"E	511.44'
L6	N57°51'01"E	34.55'
L7	S00°38'40"E	141.53'
L8	N89°21'20"E	40.00'
L9	N00°38'40"W	141.53'
L10	N82°12'34"E	111.02'
L11	S07°14'03"E	45.07'
L12	S55°40'02"E	143.13'
L13	N89°19'58"E	68.36'
L14	S00°40'02"E	2444.22'
L15	S89°21'16"W	1005.88'
L16	S34°53'38"W	73.28'
L17	S13°16'10"W	519.77'
L18	S89°21'18"W	82.16'
L19	N00°12'45"W	50.78'
L20	N01°42'19"W	115.17'
L21	N00°12'45"W	330.00'
L22	N85°18'02"E	33.47'
L23	N02°42'49"W	109.50'
L24	N87°17'11"E	4.15'

LINE	BEARING	LENGTH
L25	N02°42'48"W	145.50'
L26	S87°17'11"W	16.40'
L27	N00°12'45"W	427.60'
L28	S88°49'07"E	5.52'
L29	N01°10'53"E	36.00'
L30	N88°49'07"W	6.39'
L31	N00°12'45"W	348.24'
L32	N86°23'05"E	31.82'
L33	N07°47'16"W	119.50'
L34	N82°12'44"E	14.87'
L35	N07°47'16"W	40.00'
L36	N82°12'44"E	48.36'
L37	N14°14'34"W	57.77'
L38	N15°47'54"W	180.08'
L39	N04°42'26"E	320.43'
L40	N31°02'26"W	109.22'
L41	N17°56'45"E	41.79'
L42	N66°35'14"W	38.89'
L43	N52°03'49"E	166.86'
L44	N42°05'14"E	34.81'
L45	N42°05'14"E	67.95'
L46	N48°18'00"E	34.22'
L47	N82°12'44"E	82.42'
L48	N00°17'16"W	229.60'

LINE	BEARING	LENGTH
L49	S20°18'32"E	49.83'
L50	S69°41'28"W	18.16'
L51	N87°17'11"E	118.47'
L52	S13°16'10"W	244.46'
L53	S88°49'07"E	101.68'
L54	S88°49'07"E	101.68'
L55	S01°10'53"W	30.00'
L56	N33°11'23"E	166.44'
L57	N33°11'23"E	98.73'
L58	S08°38'42"E	72.94'
L59	N61°29'38"E	85.94'
L60	N29°53'37"E	75.49'
L61	S89°21'55"W	178.15'
L62	S00°38'05"E	30.00'
L63	S89°21'55"W	178.33'
L64	S06°53'15"E	75.50'
L65	S00°17'16"E	75.00'
L66	S00°17'16"E	169.84'
L67	N89°42'44"E	110.00'
L68	S89°42'44"W	110.00'
L69	N56°09'26"W	35.95'
L70	S89°42'44"W	118.68'

CURVE	DELTA	RADIUS	LENGTH
C1	7°08.47"	230.00'	28.69'
C2	7°08.47"	270.00'	33.68'
C3	96°27'18"	35.00'	58.92'
C4	1°33'20"	1585.00'	43.03'
C5	20°30'20"	520.00'	166.10'
C6	35°44'52"	317.00'	197.78'
C7	41°00'49"	352.00'	251.97"
C8	6°57'35"	230.00'	27.94'
C10	3°42'49"	270.00'	17.50'
C11	1°52'06"	500.00'	16.30'
C12	5°06'25"	300.00'	26.74'
C13	5°23'55"	250.00'	23.56'
C14	22°24'10"	23.00'	8.99'
C15	97°29'57"	40.81'	69.44'
C16	89°53'23"	59.70'	93.66'
C17	90°00'00"	55.00'	86.39'
C18	8°05'07"	700.00'	98.78'
C19	90°06'37"	13.00'	20.45'
C20	90°06'37"	13.00'	20.45'
C21	89°53'23"	13.00'	20.40'

CURVE	DELTA	RADIUS	LENGTH
C22	90°00'00"	13.00'	20.42'
C23	90°00'00"	13.00'	20.42'
C24	90°00'00"	13.00'	20.42'
C25	90°00'00"	13.00'	20.42'
C26	90°00'00"	13.00'	20.42'
C27	90°00'00"	13.00'	20.42'
C28	90°00'00"	13.00'	20.42'
C29	90°00'00"	13.00'	20.42'
C30	90°00'00"	13.00'	20.42'
C31	90°00'00"	13.00'	20.42'
C32	90°00'00"	13.00'	20.42'
C33	90°00'00"	13.00'	20.42'
C34	90°00'00"	35.00'	54.98'
C35	90°00'00"	13.00'	20.42'
C36	90°00'00"	13.00'	20.42'
C37	90°00'00"	56.00'	87.86'
C38	90°00'00"	47.00'	73.83'
C39	92°25'33"	45.00'	72.59'
C40	8°21'25"	727.00'	106.04'
C41	1°52'43"	675.00'	22.13'

CURVE	DELTA	RADIUS	LENGTH
C42	87°34'27"	65.00'	99.36'
C43	88°31'50"	13.00'	20.09'
C44	91°28'10"	13.00'	20.75'
C45	22°24'10"	23.00'	8.99'
C46	55°25'52"	83.00'	80.30'
C47	79°22'28"	83.00'	114.98'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



DATE OF PREPARATION: 06-05-2017
SCALE: N/A
SHEET 11 OF 11

EXHIBIT B-1b
Schedule of Improvements

Brighton Crossing Filing 2 - 6th Amendment, Phase 12

Type of Improvements	Quantity / Length	Unit Cost	Total Estimate by Line Item	Total Actual Cost at Construction Acceptance
Streets	24394 SY	\$ 27.10	\$ 661,075.00	\$ -
Alleys	-	-	\$ -	\$ -
Curb/Gutter/Sidewalks	12351 LF	\$ 38.31	\$ 473,163.00	\$ -
Medians and Landscaping	-	-	\$ -	\$ -
Bridges/Crossings/Culverts	-	-	\$ -	\$ -
Guard Rails	-	-	\$ -	\$ -
Street Lights	21 EA	\$ 1,800.00	\$ 37,800.00	\$ -
Traffic Signal Lights	-	-	\$ -	\$ -
Park Landscaping	-	-	\$ -	\$ -
Park Amenities (play equipment & services)	-	-	\$ -	\$ -
Trails/Paths	647 SY	\$ 25.20	\$ 16,298.00	\$ -
Fencing	-	-	\$ -	\$ -
Retaining Walls	211 SF	\$ 27.00	\$ 5,697.00	\$ -
Public Parking Lots	-	-	\$ -	\$ -
Fire Hydrants	14 EA	\$ 5,900.00	\$ 82,600.00	\$ -
Potable Water Lines	7276 LF	\$ 60.20	\$ 438,002.00	\$ -
Non-Potable Water Lines	-	-	\$ -	\$ -
Irrigation Systems	-	-	\$ -	\$ -
Sanitary Sewer Lines	6072 LF	\$ 85.86	\$ 521,320.00	\$ -
Storm Sewer Lines	1476 LF	\$ 235.19	\$ 347,145.00	\$ -
Retention and Detention	-	-	\$ -	\$ -
Public Landscaping	-	-	\$ -	\$ -
Other:	-	-	\$ -	\$ -

Total \$ 2,583,100.00

202001PLAN SETS/CONSPECH/PHOTO+PAZZANG 850017 100 PW/LOUISVILLE PRINTER

Phasing Plan

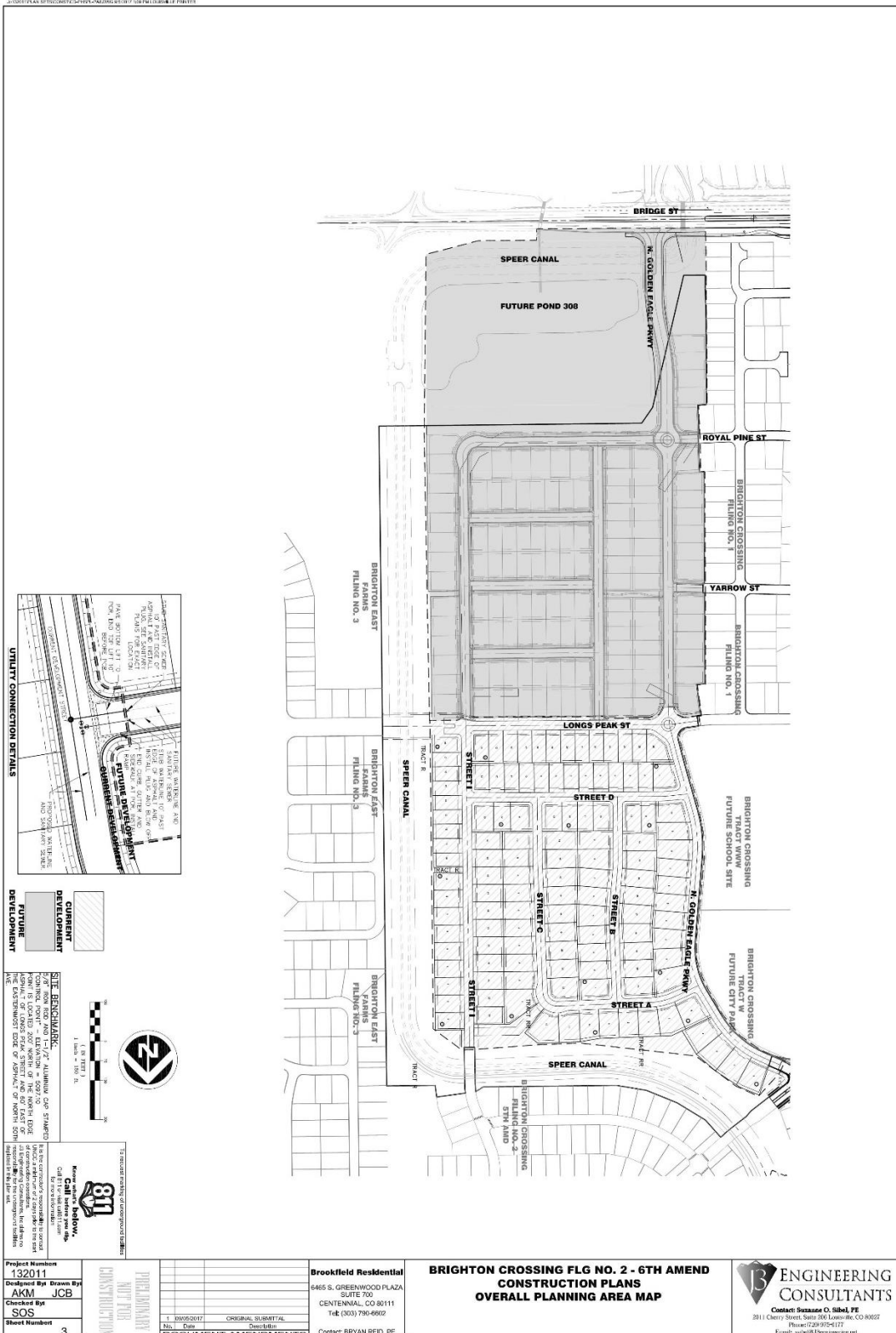


EXHIBIT C
Tract Summary¹

Tracts	Plat Amendment	Owner	Design	Construction	L,I, & Site Installation	L,I, & Site Maintenance	Payment of Water Taps	Payment of Water Charges	Payment of Electric Charges
<i>Round-a-bouts, Medians, Greenbelts</i>		City	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4 ²	District No. 4	District No. 4
<i>Drainage Ways</i>		District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>R</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>RR</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>RRR</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4
<i>T</i>	5	District No. 4	Developer or District No. 4	Developer or District No. 4	Developer or District No. 4	District No. 4	Developer or District No. 4	District No. 4	District No. 4

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

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