RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Brighton City Clerk	
THIS SPACE FOR RECORDER'S USE	

SECOND AMENDMENT TO THE BRIGHTON CROSSING FILING NO. 7 SUBDIVISION

DEVELOPMENT AGREEMENT

ONLY

THIS SECOND AMENDMENT TO THE BRIGHTON CROSSING FILING NO. 7 SUBDIVISION DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into this ____ day of _____ 2025 (the "Effective Date"), by and between the CITY OF BRIGHTON, a Colorado home rule municipality of the County of Adams, State of Colorado (the "City"), and BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company ("Developer"). City and Developer are individually referred to herein as a "Party" and, collectively, as the "Parties".

Recitals:

WHEREAS, Developer and the City previously entered into that certain Brighton Crossing Filing No. 7 Subdivision Development Agreement dated September 18, 2020, and recorded in the real property records of the Adams County Clerk and Recorder on October 9, 2020 at Reception No. 2020000103326 (the "Agreement"), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 137.707 acres, and generally known as "Brighton Crossing Filing No. 7" (the "Development"), as more particularly described in Exhibit A, attached hereto; and

WHEREAS, pursuant to the Agreement, the Development contains seven discrete, albeit related, phases of construction and development, referred to as Brighton Crossing Filing No. 7 Phases I, II, III, IV, V, VI and VII (the "**Phasing Plan**"); and

WHEREAS, the Agreement was administratively amended under that certain Phasing Agreement Amendment recorded in the real property records of the Adams County Clerk and Recorder on April 9, 2021, at Reception No. 2021000043483 ("**Phasing Amendment No. 1**") for the primary purpose of modifying the timing of construction of a minor Public Improvement in Phase I, in accordance with Section 2.16 of the Agreement; and

WHEREAS, the Agreement was further amended under that certain First Amendment recorded in the real property records of the Adams County Clerk and Recorder on October 6, 2023, at Reception No. 2023000057070 (the "First Amendment") for the purpose of adding new right-of-way dedication, and Public Improvements, which resulted in two additional phases referred to as Brighton Crossing Filing No. 7, First Amendment Phases VIII and IX ("Phasing Amendment No. 2"); and

WHEREAS, the real property described in <u>Exhibit B</u>, attached hereto and incorporated herein, was previously platted in the Final Plat for the Development, recorded in the real property records of the Adams County Clerk and Recorder on October 9, 2020, at Reception No. 2020000103327 (the "**Final Plat**"), but not included in the Phasing Plan; and

WHEREAS, a small portion of the real property described in <u>Exhibit B</u>, was replatted with the First Amendment Final Plat for the Development, recorded in the real property records of the Adams County Clerk and Recorder on December 8, 2023, at Reception No. 2023000068099 (the "First Amendment Final Plat"); and

WHEREAS, the Developer desires to develop one additional phase in the Development, identified as Phase X, and more particularly described in Exhibit B and depicted in Exhibit B and depicted in Exhibit C (the "Additional Phase"), attached hereto and incorporated herein, and as depicted in the Brighton Crossing Filing No. 7, Second Amendment Final Plat attached hereto and incorporated herein as Exhibit D (the "Second Amendment Final Plat"); and

WHEREAS, the private improvements and Public Improvements associated with the Additional Phase refers to the Brighton Crossing 7, Second Amendment Construction Plans dated ______, with a project number of 1587815, which have been reviewed and approved by the City of Brighton (the "Construction Plans"), which Construction Plans expire three years after approval by the City; and

WHEREAS, the Parties desire to amend the Agreement to include the Additional Phase.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Incorporation</u>. The foregoing Recitals are incorporated as if fully set forth herein.
- 2. <u>Additional Phase</u>. The Phasing Plan is hereby amended to include the Additional Phase as outlined in Exhibit C.
- 3. <u>Public Improvements</u>. In addition to any and all requirements set forth in the Agreement, Final Plat, Phasing Amendment No. 1, and First Amendment, the Developer, at its sole cost and expense shall construct all Public Improvements in the Additional Phase as generally outlined in <u>Exhibit D</u> and more particularly included in the Construction Plans. No residential building permits shall be issued until the Public Improvements have received Initial Acceptance by the City.
- 4. <u>Amendment to Special Provisions.</u> Exhibit D, "Special Provisions," of the Agreement is hereby amended by the addition of subsection 26 as follows:
 - **26.** Phase X. Developer shall design and construct two new access points, one along Singletree Lane and one along Mt. Bierstadt Street. The Developer shall design and construct all roadways and sidewalk connections in Phase X, as well as and including, without limitation, the sidewalk connections in Tracts A, B, C, D, P and W in accordance with the Construction Plans. Although included as part of the Construction Plans, Tracts P and W were previously platted and are not part of the Second Amendment Final Plat.
- 5. <u>Dedication of Right-of-Way</u>. The Developer shall dedicate all roadways shown in <u>Exhibit D</u> as public rights-of-way. The Developer, at its sole cost and expense, shall construct the roadways in accordance with the Construction Plans.

- 6. <u>Estimated Construction Costs</u>. The current estimated cost of engineering, design, and construction of all Public Improvements required for the Additional Phase, and all Public Improvements required by the Second Amendment Final Plat is set forth in <u>Exhibit E</u>, attached hereto (the "**Estimated Construction Costs**").
- 7. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 8. All other provisions of the Agreement and First Amendment not expressly modified or amended herein remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Second Amendment to the Brighton Crossing Filing No. 7 Subdivision Development Agreement as of the Effective Date.

CITY OF BRIGHTON, COLORADO

	GREGORY MILLS, Mayor
ATTEST:	
Natalie Hoel, City Clerk	_
APPROVED AS TO FORM:	
Yasmina Gibbons, Deputy City Attorney	-
	BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company
	By:(NAME)
STATE OF)	
) ss. COUNTY OF)	
The foregoing instrument was ackno 2025 by Brookfield Residential (Colorado), LLC, a No	owledged before me this day of, in his or her capacity asof evada limited liability company.
Witness my hand and official seal:	
My cor	Notary Public mmission expires:

EXHIBIT A Legal Description of the Development

LEGAL DESCRIPTION OF SITE:

THAT CERTAIN PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT THE SOUTHEAST CORNER OF SECTION 3 AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER ASSUMED TO BEAR SOUTH 89°17'52" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

THENCE NORTH 01°05'38" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, A DISTANCE OF 2,637.44 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 3:

THENCE SOUTH 89°18'25" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF NORTH 50TH AVENUE, AS SHOWN ON BRIGHTON CROSSING FILING NO. 3, FILE 19, MAP 7, RECEPTION NO. C1271524 AS RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 01°05'38" EAST, A DISTANCE OF 1447.06 FEET TO THE NORTHERLY BOUNDARY OF PARCEL B SAID BRIGHTON CROSSING FILING NO. 3:

THENCE ALONG THE BOUNDARY OF SAID PARCEL B, THE FOLLOWING SIX (6) COURSES:

- SOUTH 88°54'22" WEST, A DISTANCE OF 280.00 FEET;
- SOUTH 01°05'38" EAST, A DISTANCE OF 268.00 FEET TO A NORTHERLY BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 3;
- 3) SOUTH 88°53'48" WEST, A DISTANCE OF 730.62 FEET:
- 4) THENCE SOUTH 00°41'46" EAST, A DISTANCE OF 850.35 FEET:
- 5) SOUTH 89°17'52" WEST, A DISTANCE OF 1469.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET:
- 6) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°45'30", AN ARC LENGTH OF 86.16 FEET TO THE EASTERLY RIGHT-OF-WAY OF NORTH 45TH AVENUE, RECORDED AT RECEPTION NO. 2014000028203, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°56'50" WEST, A DISTANCE OF 1918.82 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NORTH 45TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°18'01" WEST, A DISTANCE OF 35.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;

(The Legal Description contuines on the next page.)

THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES:

- NORTH 00°56'50" WEST, A DISTANCE OF 599.23 FEET:
- 2) NORTH 00°56'50" WEST, A DISTANCE OF 180.53 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF BRIGHTON EAST FARMS FILING NO. 2, RECORDED AT RECEPTION NO. C0893221, IN SAID RECORDS;

THENCE ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY BOUNDARY, NORTH 89°17'57" EAST, A DISTANCE OF 507.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 63.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89°35'22" EAST, AND TO THE SOUTHERLY RIGHT-OF-WAY OF LONGS PEAK STREET, RECORDED AT RECEPTION NO. 2014000028205, IN SAID RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 129°08'37", AN ARC LENGTH OF 142.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 65.00 FEET:
- THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°51'12", AN ARC LENGTH OF 44.08 FEET;
- 3) NORTH 89°17'57" EAST, A DISTANCE OF 1864.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°58'06" EAST, AND TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH 50TH AVENUE:

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°37'56",
 AN ARC LENGTH OF 86.04 FEET;
- SOUTH 01°05'38" EAST, A DISTANCE OF 91.49 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 137.707 ACRES, (5,998,528 SQUARE FEET), MORE OR LESS.

EXHIBIT B Legal Description of the Additional Phase

A PARCEL OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 1, BLOCK 32 AND LOT 1, BLOCK 33, BRIGHTON CROSSING FILING NO. 7, RECORDED 10/09/2020 AT RECEPTION NO. 2020000103327, AND TRACT X, BRIGHTON CROSSING FILING NO. 7, 1ST AMENDMENT, RECORDED 12/08/2023 AT RECEPTION NO. 2023000068099, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO.

TO BE KNOWN AS:

Phase X (20.905 acres):

Lots 1-31, Block 1;

Lots 1-53, Block 2;

Lots 1-20, Block 3;

Lots 1-22, Block 4;

And

Tract A (0.057 acres)

Tract B (0.046 acres)

Tract C (0.954 acres)

Tract D (1.286 acres)

Brighton Crossing Filing No. 7, Second Amendment City of Brighton County of Adams State of Colorado

EXHIBIT C
Additional Phase

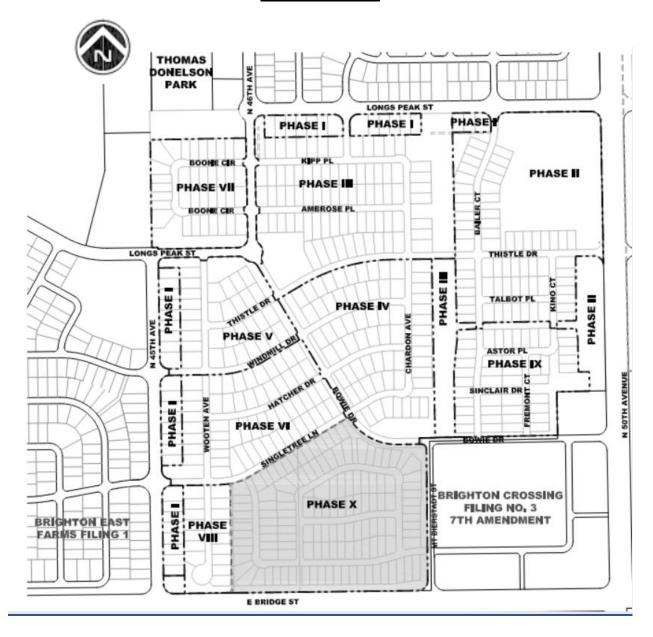
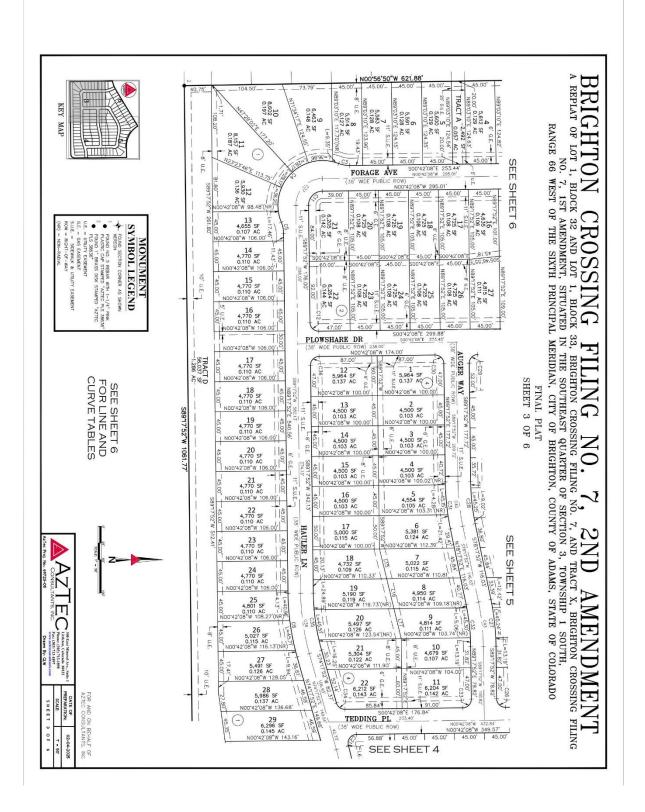
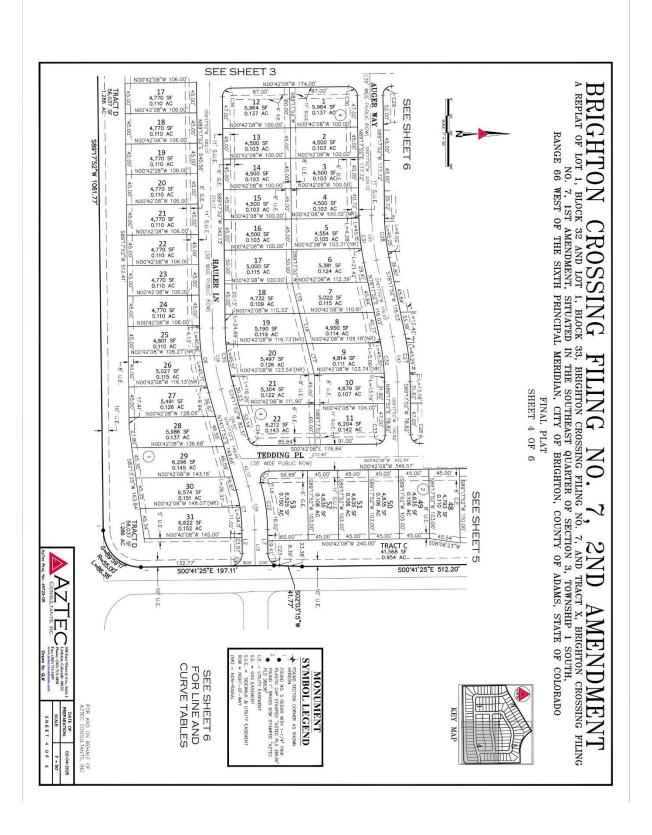


EXHIBIT D Second Amendment Final Plat

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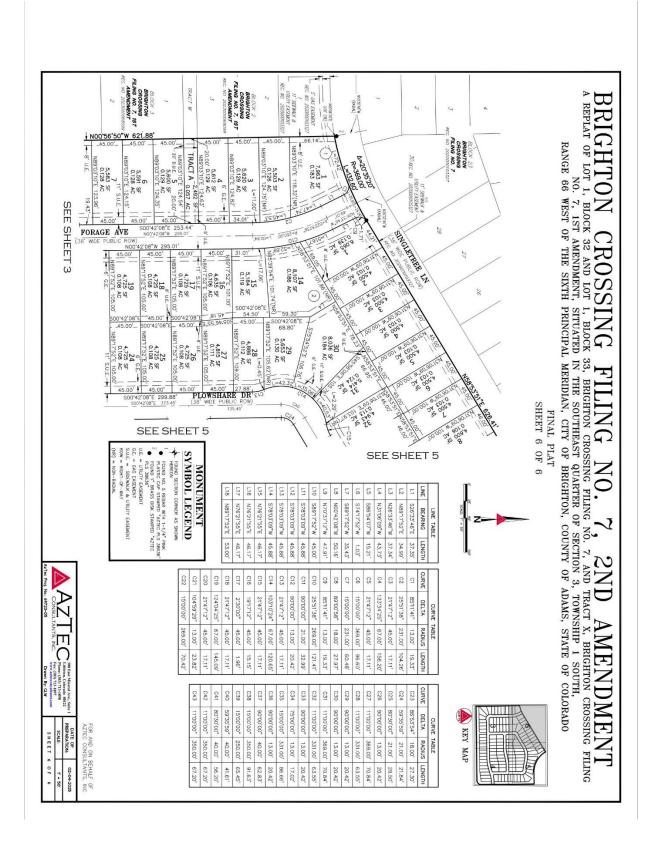


EXHIBIT E Estimated Construction Cost

Brighton Crossing Filing 7 - 2nd Amendment

Date:	5/20/2025					
Item#	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	1-112	Total Cost
Nater M	ain		4			
1	Connect to Existing Water Line	2	EA	\$ 3,100.00	\$	6,200
2	8" Water Main (C900 PVC)	3623	LF	\$ 68.00	\$	246,364
3	8" Gate Valve with Box	23	EA	\$ 2,800.00	\$	64,400
4	8" Bends With Thrust Block	16	EA	\$ 700.00	\$	11,200
5	8"x 8" Tee With Thrust Block	6	EA	\$ 1,000.00	_	6,000
6 7	8" Cap w/ Blow-Off	1	EA	\$ 4,250.00	+-	4,250
8	3/4" Water Service with Meter Pit Fire Hydrant Assembly With 6" Gate Valve & 8"x6" Tee	126 8	EA EA	\$ 2,500.00 \$ 10,100.00	\$	315,000 80,800
9	Half Water Line Lowering	1	EA	\$ 4,000.00	\$	4,000
10	Full Water Line Lowering	4	EA	\$ 7,100.00	\$	28,400
11	Flush, Fill & Pressure Test	3623	LF	\$ 4.00	_	14,492
	Thom, The Artestane Yese	30E3		SUBTOTAL	-	781,106.0
anitary	Sewer	Ĩ			T	
12	Connect to Existing Sanitary Line	2	EA	\$ 3,100.00	\$	6,200
13	8" PVC	3480	LF	\$ 51.00	\$	177,480
14	4' Diameter Manhole (12'-18' Depth)	19	EA	\$ 7,100.00	\$	134,900
15	4" Sanitary Sewer Service	126	EA	\$ 1,700.00	\$	214,200
16	Air Test, Jet & Camera Sewer	3480	LF	\$ 4.00		13,920
				SUBTOTAL	\$	546,700.
33.54.79	ainage Lines					8000
17	Connect to Existing	4	EA	\$ 3,700.00	_	14,800
18	18" RCP (Class III)	127	LF LF	\$ 125.00	\$	15,913
19 20	24" RCP (Class III) 30" RCP (Class III)	320 340	LF	\$ 145.00 \$ 172.00	\$	46,429 58,446
21	36" RCP (Class III)	798	LF	\$ 172.00	\$	151,544
22	5' Type "R" Inlet (6'-12' Depth)	1	EA	\$ 7,700.00	S	7,700
23	10' Type "R" Inlet (6'-12' Depth)	6	EA	\$ 15,200.00	200	91,200
24	5' Dia Manhole (6'-12' Depth)	5	EA	\$ 7,650.00	\$	38,250
25	6' Dia Manhole (6'-12' Depth)	5	EA	\$ 9,910.00	\$	49,550
26	7'-2" x 7'-2" Box Base Manhole	1	EA	\$ 24,500.00	_	24,500
				SUBTOTAL	\$	498,332.
1000000	- Curb/ Gutter/ Sidewalk/ Median	00/86.00	935.01			
27	Curb Subgrade Prep	19911	SF	\$ 1.50	\$	29,867
28	Sidewalk Subgrade Prep	31226 12882	SF LF	\$ 1.25	\$	39,033
,,==,	Backfill Curb/Gutter & Sidewalk 6" Mountable Curb	6637	LF LF	\$ 1.25 \$ 21.00	\$	16,103 139,377
30 31	Single/Midblock Handicap Ramp - 6' Wide	10	EA	\$ 1,800.00	\$	139,377
32	Double Handicap Ramp - 6' Wide	3	EA EA	\$ 3,300.00	_	9,900
33	Single/Midblock Handicap Ramp - 10' Wide	1	EA	\$ 3,000.00	5	3,000
34	6' Concrete Cross Pan	209	SY	\$ 108.00	\$	22,584
35	5' Wide Sidewalk	31226	SF	\$ 6.75	\$	210,776
			-	SUBTOTAL		488,640.
treets -	Asphalt				Г	
36	12" Scarify and Recompact-Asphalt Subgrade Prep	12940	SY	\$ 3.00	\$	38,821
37	Road Base- 6"	12940	SY	\$ 10.50	\$	135,873
38	Asphalt Pavement- 2.5" Bottom Lift HBP	12940	SY	\$ 12.00	\$	155,283
39	Asphalt Pavement - 2.5" Top Lift HBP	12940	SY	\$ 15.00		194,104
40	Reset Water Line Valve	5	EA	\$ 450.00	_	2,250
41	Reset Sewer Manhole Lid	2	EA	\$ 750.00	-	1,500
42	2" Mill & Overlay	1408	SY	\$ 50.00	\$	70,378
				SUBTOTAL	\$	598,209.
gnage a	nd Striping		i.	P	500	
				¢ 400.00		2.00

5/20/2025

Brighton Crossing Filing 7 - 2nd Amendment

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Item#	Item Description	Estimated Quantity	Unit	Estimated Unit Cost			Total Cost	
45	Speed Limit Sign w/ Post	2	EA	\$	400.00	\$	800.00	
46	W11A-2 Pedestrian Crossing Sign w/ Post	5	EA	5	175.00	\$	875.00	
47	Stop Bars - Preformed Thermoplastic	31	SF	S	15.50	\$	481.00	
48	Crosswalks - Preformed Thermoplastic	48	SF	\$	15.50	\$	744.00	
		8:	/Is	S	UBTOTAL:	\$	6,750.00	

20 30

PUBLIC TOTAL: \$ 2,919,737.00 15% contingency \$ 437,961.00 PUBLIC TOTAL: \$ 3,357,698.00

Brighton Crossing Filing 7 - 2nd Amendment

Schedule of Improvements for Privately Owned/Maintained Infrastructure

Item#	Item Description	Item Description Estimated Quantity		Estimated Unit Cost			Total Cost
Storm Dr	ainage Lines		į.			25	
1	Connect to Existing	1	EA	\$	2,058.00	\$	2,058.00
2	12" HDPE	757	LF	5	65.00	5	49,179.00
3	24" Nyloplast Catch Basin	6	EA	\$	4,500.00	\$	27,000.00
4	5' Dia Manhole (6'-12' Depth)	1	EA	\$	5,100.00	\$	5,100.00
	(a)	≫: 	(6		UBTOTAL:	Ś	83,337.00

Lighting				-		
5	Site Light-70W Ornamental Light on Fiberglass Pole	11	EA	\$ 1,800.00	\$	19,800.00
0			500	LINTOTAL	ć	10 200 00

Concrete	e - Curb/ Gutter/ Sidewalk/ Median				8	
6	Concrete Subgrade Prep	15846	SF	\$ 1.25	\$	19,808.00
7	5' Wide Sidewalk	15846	SF	\$ 6.75	\$	106,961.00
8	Backfill Sidewalk	3169	LF	\$ 1.25	\$	3,962.00
			***	SUBTOTAL	\$	130,731.00

(8)						
Retainir	ng Wall				(1)	
9	Retaining Wall, Modular Block	368	SF-Face	\$ 45.00	S	16,560.00

PRIVATE TOTAL: \$ 250,428.00

16,560.00

15% contingency \$ 37,565.00
PRIVATE TOTAL (inc. contg): \$ 287,993.00

SUBTOTAL: \$

PROJECT TOTAL: \$ 3,170,165.00 15% contingency \$ 475,526.00 PROJECT TOTAL (inc. contg): \$ 3,645,691.00

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5/20/2025