

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

THIS SPACE FOR RECORDER'S USE ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Timing and Maintenance of Drainage Facility. The timing and long-term maintenance of the drainage facilities will be pursuant to the

“Infrastructure Improvements Agreement”, recorded with the Adams County Clerk and Recorder's Office at Reception number 2024000039315 and the document titled “Memorandum of understanding to allow for Improvements and Expansion of Regional Detention Pond 308” between the City of Brighton and Adams County dated June 18, 2024. No residential building permits for Phase 13 shall be submitted or issued until Pond 308 has received initial construction acceptance.

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

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

fees have been paid to the Foundation in accordance with this section, prior to the release of a residential building permit.

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

E. Notices to Developer pursuant to the Agreement shall be sent to:
Brookfield Residential (Colorado), LLC
Attn: Sandi Thomas
6465 S. Greenwood Plaza Blvd, Suite 700
Centennial, CO 80111
Email: Sandi.Thomas@brookfieldpropertiesdevelopment.com

With a copy to:
Foster Graham Milstein & Calisher, LLP
Attn: Erik Carlson

360 S. Garfield St. #600
Denver, Colorado 80209
Email: ecarlson@fostergraham.com

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

Brighton Crossing Metropolitan District No. 4
c/o Pinnacle Consulting Group, Inc.
Attn: Jason Woolard
550 West Eisenhower Boulevard
Loveland, CO 80537
Email: jasonw@pcgi.com

With a copy to:
White Bear Ankele Tanaka & Waldron
Attn: Blair M. Dickhoner
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Email:
bdickhoner@wbapc.com

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

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

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

[Signatures on following page]

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

DEVELOPER:

Brookfield Residential (Colorado) LLC,
A Nevada Limited Liability Company

By: _ Sandi Thomas, Senior Vice President

By: _ Peter Lauener, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Sandi Thomas, Senior Vice President of Brookfield Residential (Colorado), LLC and by Peter Lauener, President of Brookfield Residential (Colorado), LLC.

WITNESS my hand and official seal:

Notary Public

My commission expires: _____

Brighton Crossings Operations Board

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of the Brighton Crossings Operations Board.

WITNESS my hand and official seal:

Notary Public

My commission expires: _____

Brighton Crossings Metropolitan District No. 4

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) ss.

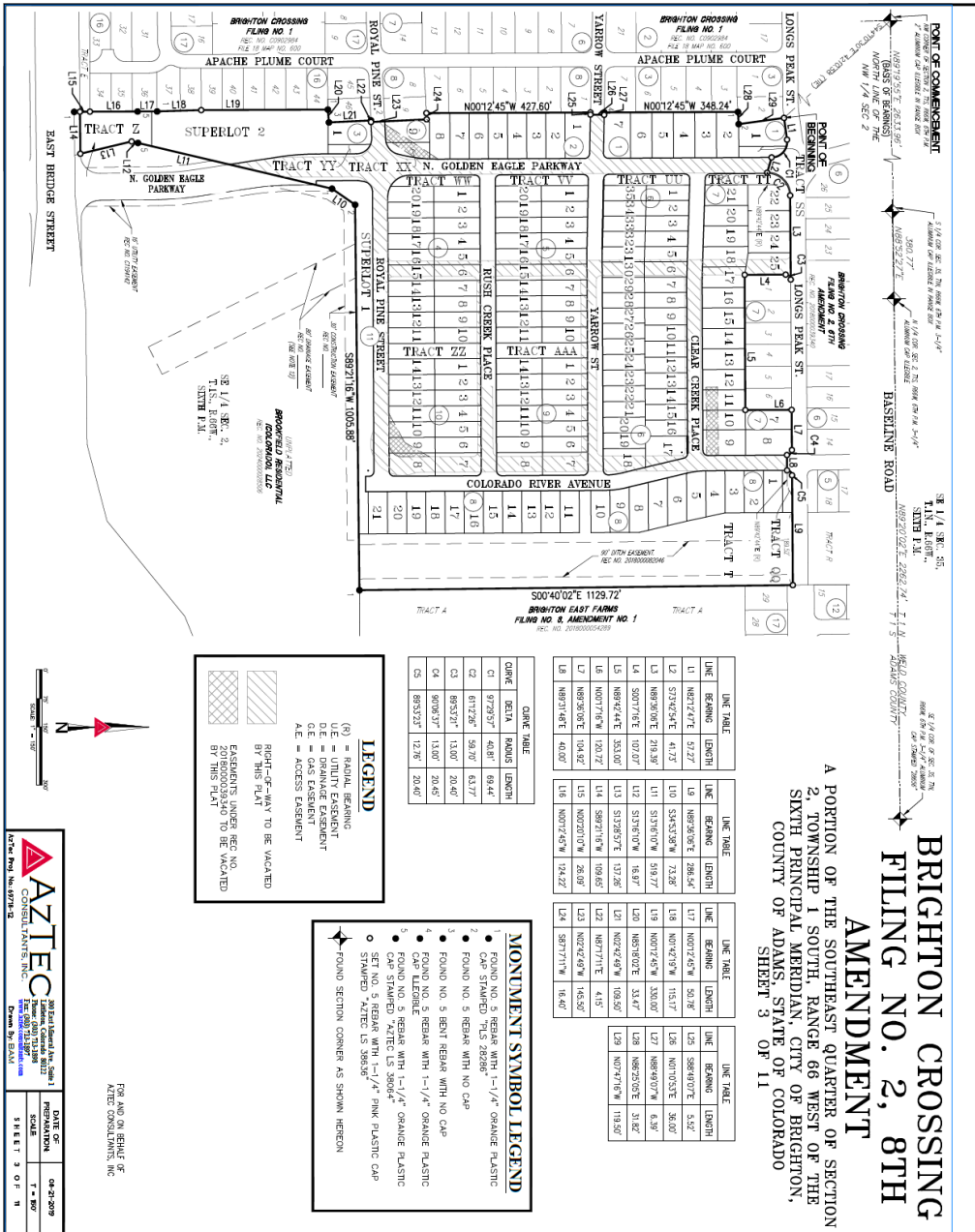
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of the Brighton Crossings Operations Board.

WITNESS my hand and official seal:

Notary Public

My commission expires: _____



LEGEND

(S) = RADIAL BEARING
 UE = UTILITY EASEMENT
 OE = DRIVEWAY EASEMENT
 CE = CONVEYANCE EASEMENT
 AE = ACCESS EASEMENT

RIGHT-OF-WAY TO BE VACATED BY THIS PLAT
 EASEMENTS UNDER SEC. NO. 20180000393440 TO BE VACATED BY THIS PLAT

MONUMENT SYMBOL LEGEND

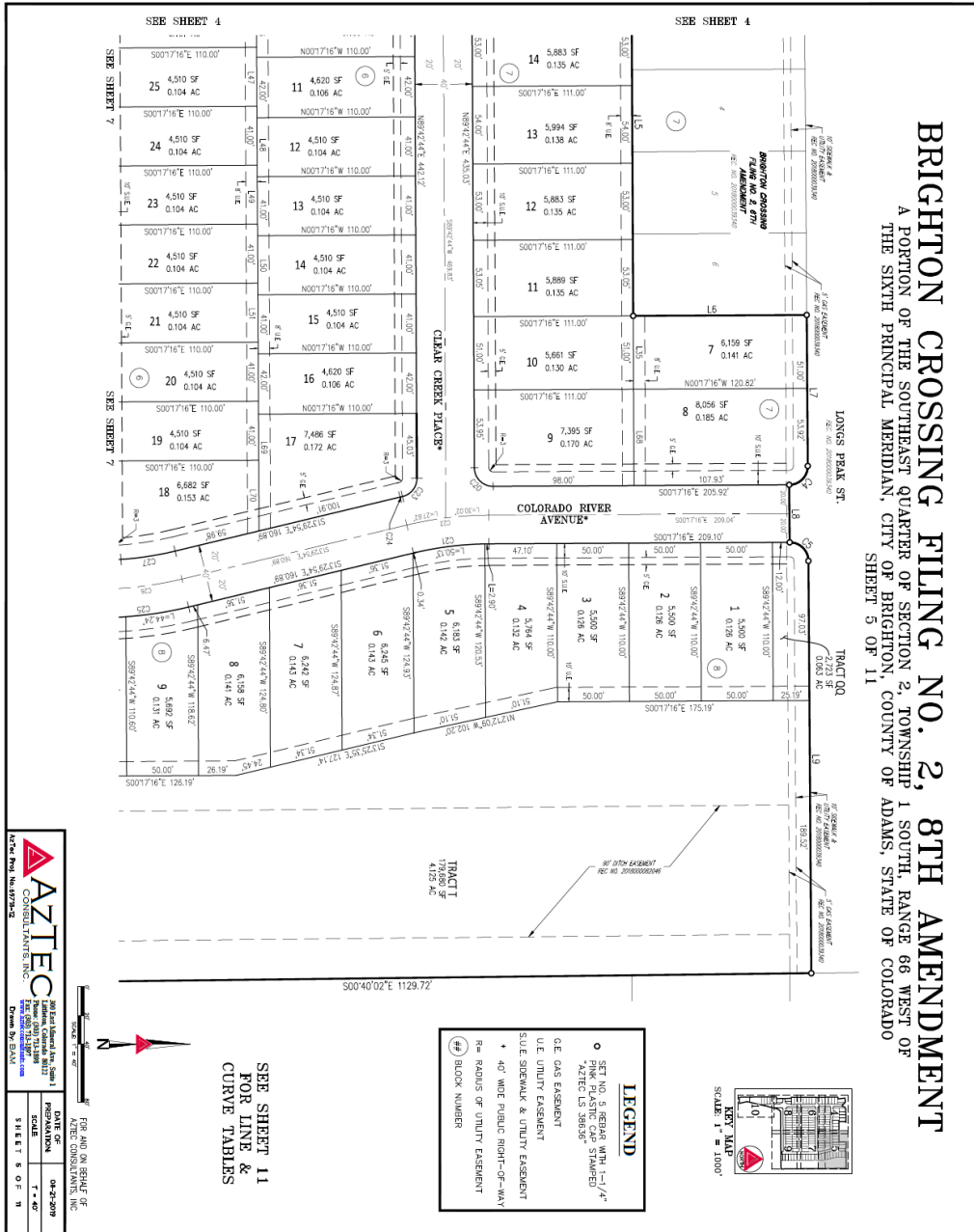
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC
- FOUND NO. 5 REBAR WITH NO CAP
- FOUND NO. 5 BENT REBAR WITH NO CAP
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC
- CAP LESBOMIE
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC
- CAP STAMPED "AZTEC US 38856"
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP
- STAMPED "AZTEC US 38856"
- ◆ FOUND SECTION CORNER AS SHOWN HEREON

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N87°12'47"	92.72	L9	N89°36'06"	286.34	L17	N07°24'56"	50.78	L25	S88°49'07"	5.32
L2	S71°42'58"	41.25	L10	S54°53'38"	218.8	L18	N07°42'58"	151.17	L26	N01°03'52"	36.80
L3	N88°30'06"	218.80	L11	S18°51'06"	519.27	L19	N07°24'56"	320.00	L27	N88°49'07"	43.87
L4	S00°07'06"	107.07	L12	S18°51'06"	16.87	L20	N89°36'06"	24.47	L28	N89°36'06"	24.87
L5	N89°42'44"	353.00	L13	S18°28'57"	177.26	L21	N89°36'06"	109.50	L29	N07°47'18"	179.50
L6	N00°19'16"	120.72	L14	S89°21'16"	159.65	L22	N87°17'11"	41.9			
L7	N89°36'06"	104.62	L15	N00°20'10"	26.89	L23	N02°42'49"	145.50			
L8	N89°31'48"	40.00	L16	N07°24'56"	124.22	L24	N87°17'11"	16.40			

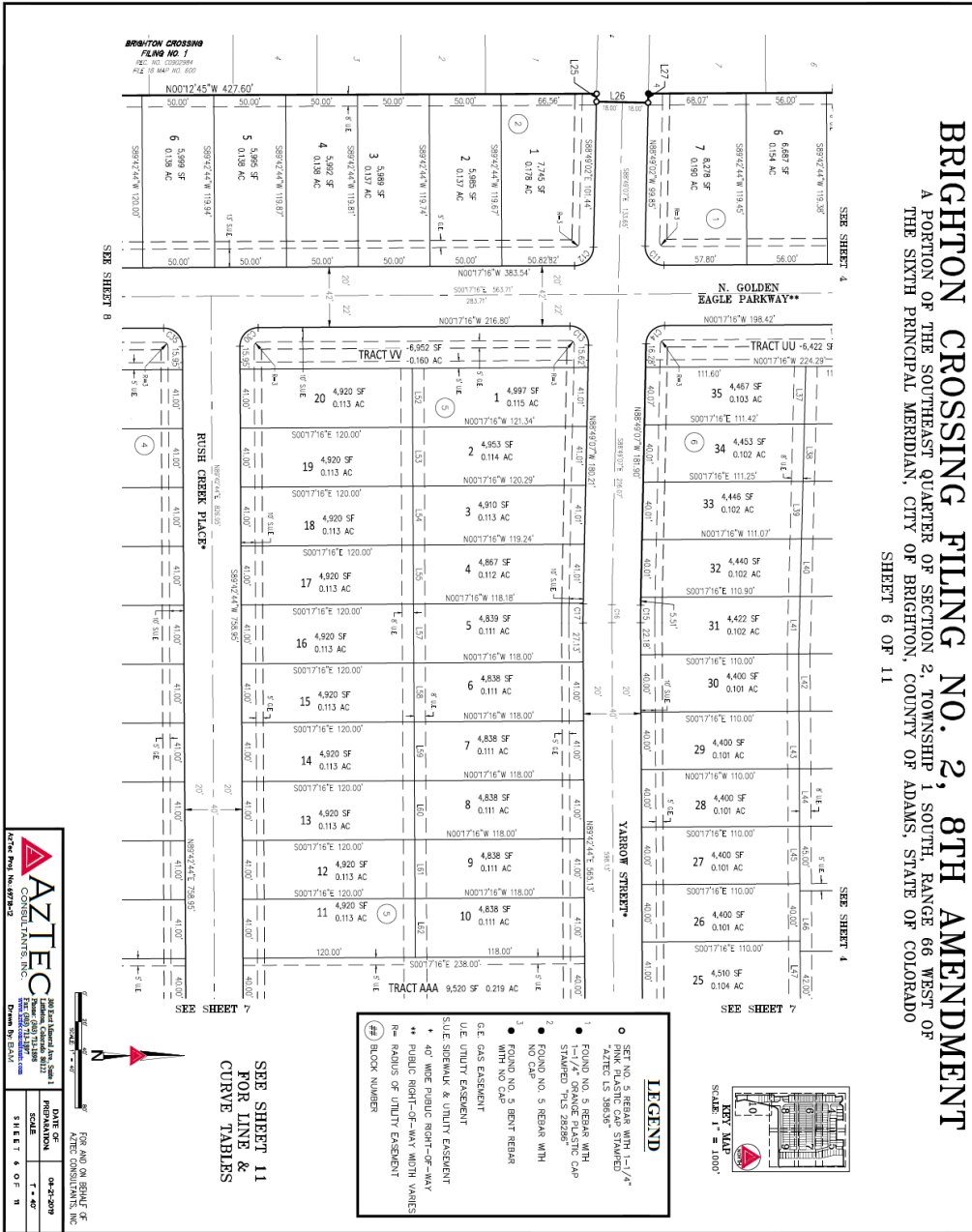
AZTEC CONSULTANTS INC.
 201 East 10th St., Suite 1
 Fort Collins, CO 80501
 TEL: 970.221.1100
 WWW.AZTECCONCONSULTANTS.COM
 Drawn by: ELAV

DATE OF REVISION: 04-21-2019
 REVISION: T. R. #2
 SHEET 3 OF 11

FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC.



BRIGHTON CROSSING FILING NO. 2, 8TH AMENDMENT
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF
 THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 6 OF 11



BRIGHTON CROSSING FILING NO. 2, 8TH AMENDMENT
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF
 THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 7 OF 11



LEGEND

- FOUND NO. 5 REBAR WITH STAMPED "PLS 2886"
- U/I UTILITY ESSENTIAL
- U/I UTILITY ESSENTIAL
- SOLE SIDEWALK & UTILITY ESSENTIAL
- 40' WIDE PUBLIC RIGHT-OF-WAY
- R= RADIUS OF UTILITY ESSENTIAL
- BLOCK NUMBER

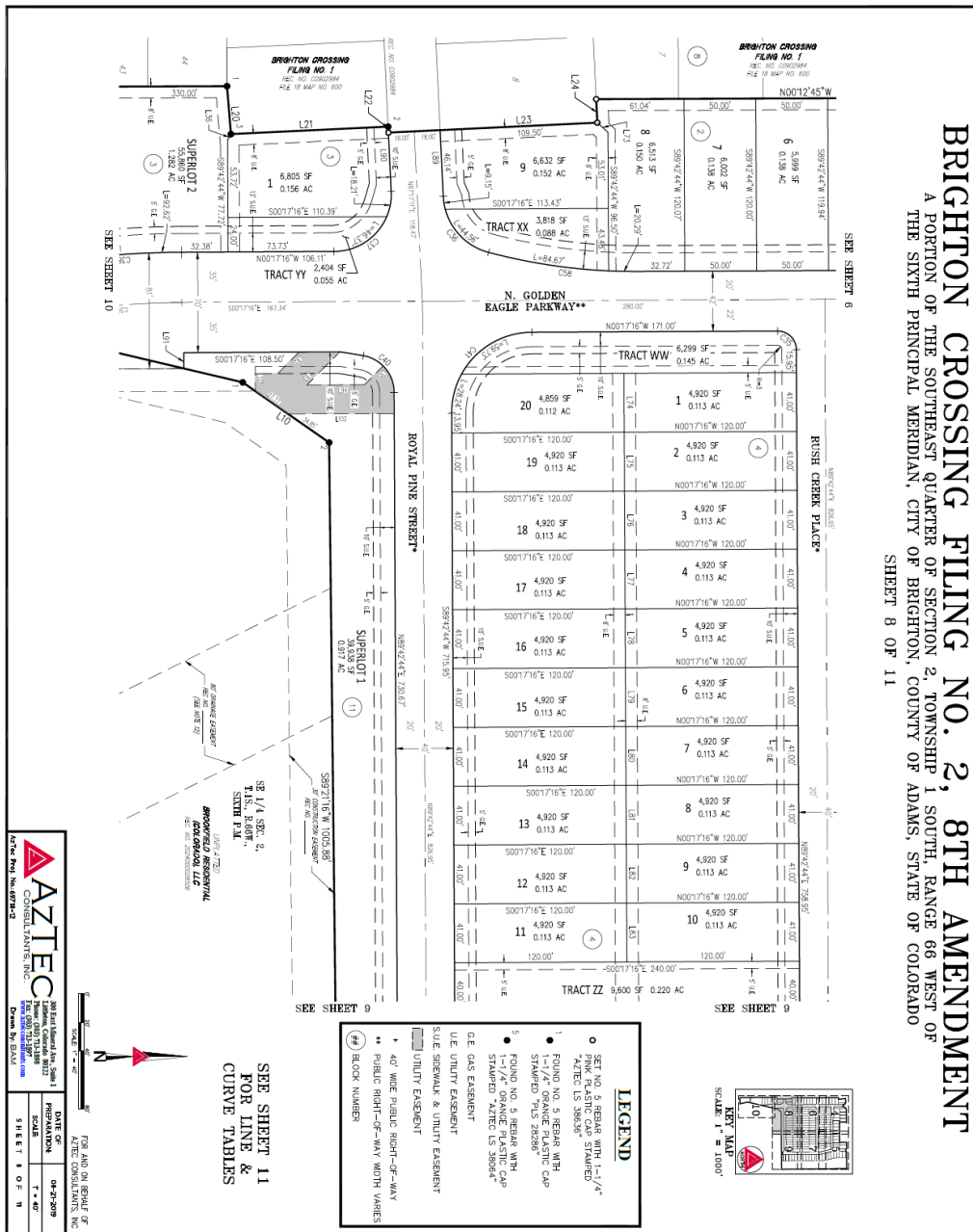


SEE SHEET 11
 FOR LINE &
 CURVE TABLES

AZTEC
 CONSULTANTS, INC.
 390 South General Ave, Suite 1
 Littleton, Colorado 80120
 (303) 973-1177
 Denver, by EMAIL

DATE OF PREPARATION: 06-23-2009
 SCALE: 1" = 40'

FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC.



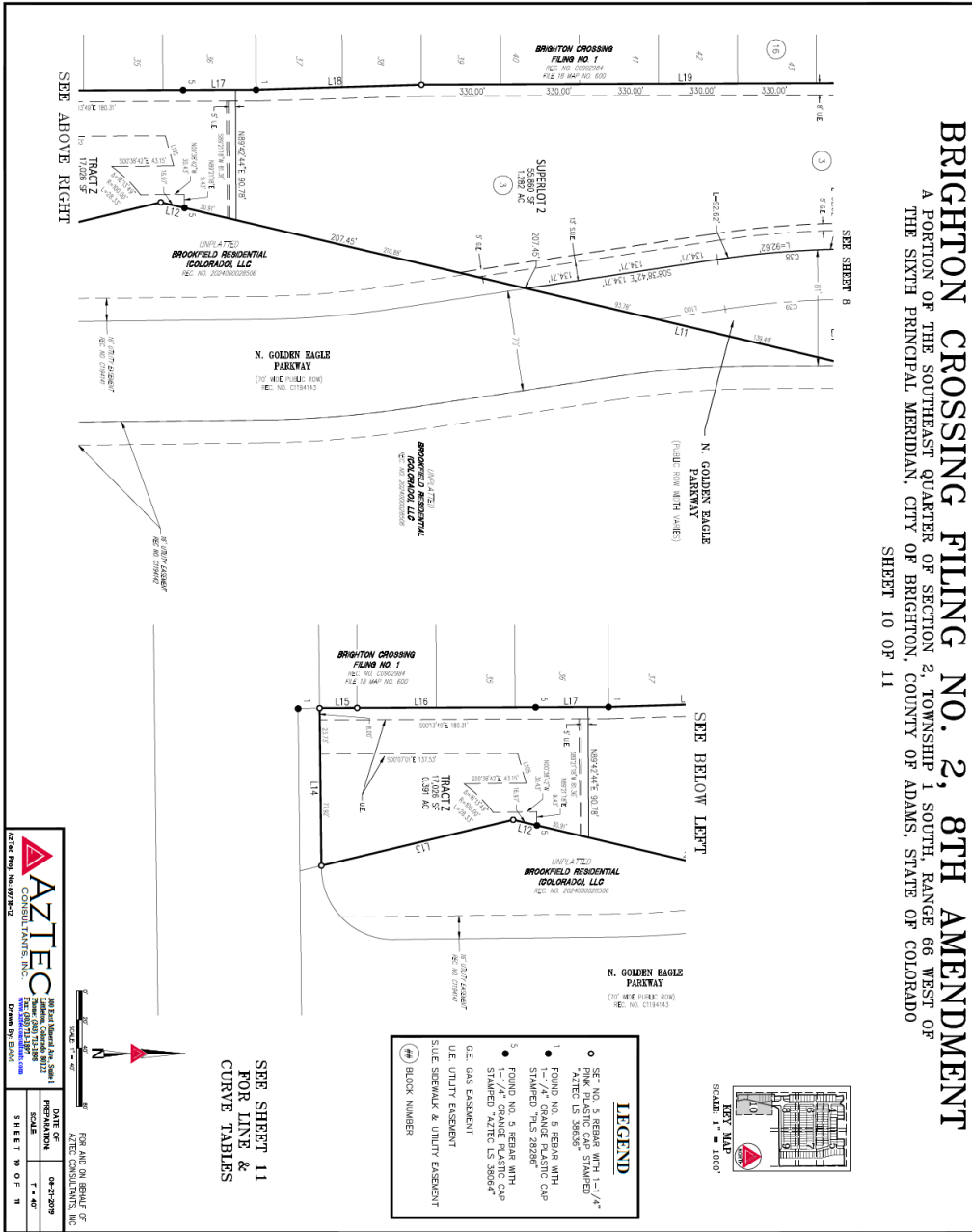
BRIGHTON CROSSING FILING NO. 2, 8TH AMENDMENT

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

SHEET 9 OF 11



BRIGHTON CROSSING FILING NO. 2, 8TH AMENDMENT
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF
 THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 10 OF 11



BRIGHTON CROSSING FILING NO. 2, 8TH AMENDMENT
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF
 THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 11 OF 11

LINE	BEARING	LENGTH
L1	S89°24'44"W	38.85'
L2	S72°24'42"E	41.73'
L3	S89°30'00"E	208.39'
L4	S00°17'10"E	101.07'
L5	N89°24'42"E	333.00'
L6	S00°17'10"E	120.17'
L7	N89°30'00"E	104.92'
L8	N89°14'48"E	40.00'
L9	S89°30'00"W	288.54'
L10	S34°53'36"W	73.38'
L11	S31°16'10"W	558.74'
L12	S12°28'57"E	526.74'
L13	S12°28'57"E	137.28'
L14	S89°14'48"E	108.65'
L15	S00°17'10"E	108.65'
L16	N00°14'24"W	124.22'
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L18	N00°14'24"W	115.17'
L19	N00°14'24"W	330.00'
L20	N83°10'02"E	33.47'
L21	N02°24'42"W	108.58'
L22	N87°17'11"E	4.15'
L23	N02°24'42"W	146.50'
L24	S87°17'11"W	18.40'
L25	S88°40'07"E	5.52'
L26	N01°03'52"E	36.00'
L27	N88°40'07"W	6.39'
L28	N89°25'00"E	31.82'
L29	N02°17'10"W	118.50'
L30	S89°24'44"W	2.00'

LINE	BEARING	LENGTH
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L36	S01°50'10"E	51.00'
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L39	S89°24'42"E	40.07'
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L49	N89°24'42"E	33.00'
L50	N89°24'42"E	33.00'
L51	N89°24'42"E	33.00'
L52	N89°24'42"E	41.00'
L53	N89°24'42"E	41.00'
L54	N89°24'42"E	41.00'
L55	N89°24'42"E	41.00'
L56	N89°24'42"E	41.00'
L57	N89°24'42"E	41.00'
L58	N89°24'42"E	41.00'
L59	N89°24'42"E	41.00'
L60	N89°24'42"E	41.00'

LINE	BEARING	LENGTH
L61	N89°24'42"E	41.00'
L62	N89°24'42"E	41.00'
L63	N89°24'42"E	41.00'
L64	N89°24'42"E	41.00'
L65	N89°24'42"E	41.00'
L66	N89°24'42"E	41.00'
L67	N89°24'42"E	41.00'
L68	N89°24'42"E	41.00'
L69	N89°24'42"E	41.00'
L70	N89°24'42"E	41.00'
L71	N89°24'42"E	41.00'
L72	N89°24'42"E	41.00'
L73	S42°17'11"W	9.88'
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L81	N89°24'42"E	41.00'
L82	N89°24'42"E	41.00'
L83	N89°24'42"E	41.00'
L84	N89°24'42"E	41.00'
L85	N89°24'42"E	41.00'
L86	N89°24'42"E	41.00'
L87	N89°24'42"E	41.00'
L88	N89°24'42"E	41.00'
L89	S87°17'02"W	46.14'
L90	N87°17'11"E	40.00'

LINE	BEARING	LENGTH
L91	N89°24'42"E	11.00'
L92	N85°17'10"W	21.22'
L93	N05°17'10"E	32.33'
L94	S00°17'10"E	18.39'
L95	N89°24'42"E	41.00'
L96	N89°24'42"E	41.00'
L97	N89°24'42"E	41.00'
L98	S00°17'10"E	8.50'
L99	N89°24'42"E	41.00'
L100	S28°38'42"E	47.71'
L101	S89°24'44"W	17.00'
L102	S00°17'10"E	73.85'
L103	S00°17'10"E	18.41'
L104	N00°17'10"W	19.23'
L105	S72°17'10"W	21.54'

CURVE	DELTA	RADIUS	LENGTH
C1	97°25'37"	40.81'	68.44'
C2	88°32'37"	59.70'	93.86'
C3	89°52'37"	133.00'	20.42'
C4	90°06'37"	133.00'	20.42'
C5	89°53'55"	133.00'	20.39'
C6	88°00'00"	133.00'	18.97'
C7	128°10'00"	633.30'	16.75'
C8	220°00'00"	590.00'	17.45'
C9	220°00'00"	550.00'	18.15'
C10	92°00'00"	133.00'	20.87'
C11	97°28'10"	133.00'	20.75'
C12	88°13'50"	133.00'	20.00'
C13	97°30'00"	133.00'	20.75'
C14	88°31'50"	133.00'	20.00'
C15	128°10'00"	460.00'	12.31'
C16	128°10'00"	500.00'	12.82'
C17	128°10'00"	500.00'	13.34'
C18	90°00'00"	133.00'	20.42'
C19	90°00'00"	133.00'	20.42'
C20	90°00'00"	133.00'	20.42'

CURVE	DELTA	RADIUS	LENGTH
C21	131°23'30"	230.00'	53.03'
C22	87°30'00"	250.00'	27.60'
C23	77°08'34"	133.00'	19.50'
C24	07°12'30"	270.00'	1.69'
C25	131°23'30"	270.00'	62.25'
C26	131°23'30"	250.00'	57.64'
C27	87°30'00"	230.00'	38.53'
C28	92°41'00"	133.00'	21.26'
C29	90°00'00"	133.00'	20.42'
C30	90°00'00"	133.00'	20.42'
C31	117°28'10"	50.50'	10.11'
C32	117°28'10"	46.70'	8.86'
C33	117°28'10"	50.50'	11.17'
C34	117°28'10"	44.70'	8.65'
C35	90°00'00"	133.00'	20.42'
C36	77°24'24"	42.50'	5.37'
C37	97°29'38"	40.00'	64.56'
C38	87°12'52"	53.50'	32.67'
C39	87°12'52"	53.50'	32.67'
C40	77°24'19"	26.00'	36.03'

CURVE	DELTA	RADIUS	LENGTH
C41	90°00'00"	56.00'	87.86'
C42	287°32'42"	143.00'	7.21'
C43	151°15'12"	20.50'	5.43'
C44	174°03'34"	25.50'	7.83'
C45	287°32'42"	9.50'	4.73'
C46	88°39'58"	133.00'	20.42'
C47	90°00'00"	133.00'	20.42'


AZTEC CONSULTANTS, INC.
 13835 Grand Ave. Suite 110
 Golden, Colorado 80431
 (303) 751-1100
 Drawn By: BBAU

DATE OF REVISION: 04-23-2019
 SCALE: N/A
 SHEET 11 OF 11

FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC.

EXHIBIT B-1d
Schedule of Improvements

Phase 13

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

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item #	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
Water Main					
2	Connect to Existing Water Line	4	EA	\$ 3,500.00	\$ 14,000.00
3	Remove Existing Water Line	25	LF	\$ 40.00	\$ 989.00
4	Remove Existing Blow Off	7	EA	\$ 500.00	\$ 3,500.00
5	8" Water Main (CR90 PVC)	6137	LF	\$ 65.00	\$ 398,907.00
6	8" Gate Valve with Box	35	EA	\$ 2,000.00	\$ 70,000.00
7	8" Bends With Thrust Block	7	EA	\$ 650.00	\$ 4,550.00
8	8" x 8" Tee With Thrust Block	7	EA	\$ 1,200.00	\$ 8,400.00
9	8"x8" Cross	1	EA	\$ 675.00	\$ 675.00
10	6" Water Main (Non-Potable)	1386	LF	\$ 84.00	\$ 116,407.00
11	6" Gate Valve with Box	4	EA	\$ 2,550.00	\$ 10,200.00
12	6" Bends With Thrust Block	7	EA	\$ 930.00	\$ 6,510.00
13	3/4" Water Service With Meter Fit	171	EA	\$ 1,810.00	\$ 309,510.00
14	8" Plug With Temp Blow Off	5	EA	\$ 2,100.00	\$ 10,500.00
15	12" x 12" x 12" Manhole with 12" x 12" x 12" Manhole	11	EA	\$ 9,200.00	\$ 101,200.00
16	3/4" Irrigation Meter Vault	1	EA	\$ 2,900.00	\$ 2,900.00
17	3/4" Type K Copper	48	LF	\$ 38.00	\$ 1,824.00
18	Water Line Lowerings	16	EA	\$ 3,380.00	\$ 54,080.00
19	Flush, Fill & Pressure Test	6137	LF	\$ 1.50	\$ 9,206.00
				SUBTOTAL:	\$ 1,123,358.00

Sanitary Sewer					
20	Connect to Existing Sanitary Line	4	EA	\$ 2,500.00	\$ 10,000.00
21	Remove Existing 8" PVC	125	LF	\$ 100.00	\$ 12,529.00
22	Remove Existing 21" PVC	1282	LF	\$ 100.00	\$ 128,227.00
23	Remove Existing 5' Manhole	5	EA	\$ 1,000.00	\$ 5,000.00
24	8" PVC	2963	LF	\$ 50.00	\$ 148,066.00
25	10" PVC	315	LF	\$ 50.00	\$ 15,750.00
26	12" PVC	606	LF	\$ 75.00	\$ 45,413.00
27	21" PVC	1064	LF	\$ 94.00	\$ 99,996.00
28	4' Diameter Manhole (12'-18' Depth)	14	EA	\$ 6,000.00	\$ 84,000.00
29	5' Diameter Manhole (12'-18' Depth)	8	EA	\$ 6,000.00	\$ 48,000.00
30	4" Sanitary Sewer Service	170	EA	\$ 1,600.00	\$ 272,000.00
31	Air Test, Jet & Camera Sewer	4946	LF	\$ 3.00	\$ 14,837.00
				SUBTOTAL:	\$ 883,818.00

Storm Drainage Lines					
32	Connect to Existing	4	EA	\$ 2,058.00	\$ 8,232.00
33	Remove Existing 18" FES	1	EA	\$ 650.00	\$ 650.00
34	Remove Existing 42" FES	1	EA	\$ 650.00	\$ 650.00
35	Remove Existing 60" FES	2	EA	\$ 850.00	\$ 1,700.00
36	Remove Existing Manhole	1	EA	\$ 970.00	\$ 970.00
37	Remove Existing Riprap	213	SY	\$ 60.00	\$ 12,764.00
38	Remove Existing 42" RCP	196	LF	\$ 60.00	\$ 11,760.00
39	Remove Existing 60" RCP	249	LF	\$ 60.00	\$ 14,954.00

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

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item #	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
40	15" RCP (Class III)	45	LF	\$ 65.00	\$ 2,925.00
41	18" RCP (Class III)	1145	LF	\$ 65.00	\$ 75,719.00
42	24" RCP (Class III)	402	LF	\$ 80.00	\$ 32,136.00
43	30" RCP (Class III)	346	LF	\$ 105.00	\$ 36,270.00
44	36" RCP (Class III)	45	LF	\$ 150.00	\$ 6,750.00
45	42" RCP(Class III)	1152	LF	\$ 180.00	\$ 207,434.00
46	48" RCP(Class III)	1294	LF	\$ 225.00	\$ 291,150.00
47	54" RCP(Class III)	598	LF	\$ 285.00	\$ 170,370.00
48	60" RCP(Class III)	837	LF	\$ 307.00	\$ 257,021.00
49	5' Type "R" Inlet (6'-12' Depth)	13	EA	\$ 7,000.00	\$ 91,000.00
50	30" Type "R" Inlet (6'-12' Depth)	30	EA	\$ 3,219.79	\$ 102,398.00
51	15" Type "R" Inlet (6'-12' Depth)	3	EA	\$ 15,000.00	\$ 45,000.00
52	Type C Inlet (6'-12' Depth)	3	EA	\$ 8,800.00	\$ 26,400.00
53	5' Dia Manhole (6'-12' Depth)	5	EA	\$ 5,100.00	\$ 25,500.00
54	6' Dia Manhole (6'-12' Depth)	1	EA	\$ 6,300.00	\$ 6,300.00
55	48" Type "P" Manhole (6'-12' Depth)	1	EA	\$ 15,000.00	\$ 15,000.00
56	54" Type "P" Manhole (6'-12' Depth)	3	EA	\$ 15,000.00	\$ 45,000.00
57	60" Type "P" Manhole (6'-12' Depth)	4	EA	\$ 15,000.00	\$ 60,000.00
58	7'2" x 5'4" Box Base Manhole	4	EA	\$ 14,000.00	\$ 56,000.00
59	7'2" x 6'0" Box Base Manhole	4	EA	\$ 14,000.00	\$ 56,000.00
60	7'-10 1/2" x 7'2" Box Base Manhole	2	EA	\$ 14,000.00	\$ 28,000.00
61	8'4" x 5'4" Box Base Manhole	1	EA	\$ 23,900.00	\$ 23,900.00
62	18" Reinforced Concrete FES	2	EA	\$ 1,875.00	\$ 3,750.00
63	48" Reinforced Concrete FES	1	EA	\$ 4,500.00	\$ 4,500.00
64	54" Reinforced Concrete FES	1	EA	\$ 5,500.00	\$ 5,500.00
65	60" Reinforced Concrete FES	2	EA	\$ 6,200.00	\$ 12,400.00

SUBTOTAL: \$ 1,740,219.00

Lighting					
66	Site Light-70W Ornamental Light on Fiberglass Pole	16	EA	\$ 1,800.00	\$ 28,800.00

SUBTOTAL: \$ 28,800.00

Concrete - Curb/ Gutter/ Sidewalk/ Median					
67	Remove Existing Curb and Gutter	227	LF	\$ 3.00	\$ 681.00
68	Remove Existing Walk	181	SF	\$ 2.00	\$ 361.00
69	6" Mountable Curb	10893	LF	\$ 22.00	\$ 239,654.00
71	Vertical Curb w/ 2' Pan	3634	LF	\$ 18.20	\$ 29,374.00
70	6" Median Concrete	3007	SF	\$ 6.50	\$ 6,547.00
71	Concrete Subgrade Prep	57578	SF	\$ 0.75	\$ 43,184.00
72	Backfill Curb/Gutter & Sidewalk	32595	LF	\$ 0.75	\$ 24,447.00
73	6' Curb Ramp - Type 3B w/ Truncated Domes	35	EA	\$ 1,900.00	\$ 66,500.00
74	8' Curb Ramp - Type 3B w/ Truncated Domes	5	EA	\$ 2,700.00	\$ 13,500.00
75	6' Concrete Cross Pan	5	EA	\$ 6,500.00	\$ 32,500.00
76	8' Concrete Cross Pan	298	SF	\$ 95.00	\$ 28,277.00
77	Trickle Channel (Tract)	400	LF	\$ 32.00	\$ 12,798.00

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

Schedule of Improvements for Publicly Owned/Maintained Infrastructure

Date: 11/15/2024

Item #	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Total Cost
78	Roundabout Apron	3081	SF	\$ 6.50	\$ 7,025.00
79	Roundabout Apron Curb & Gutter	456	LF	\$ 28.50	\$ 13,005.00
80	8" Trail (6" Depth) w/ fibrous reinforcement	10858	SF	\$ 6.50	\$ 70,579.00
81	5' Wide Sidewalk	43432	SF	\$ 6.50	\$ 282,310.00
Vertical curb?				SUBTOTAL:	\$ 870,745.00

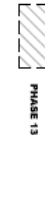
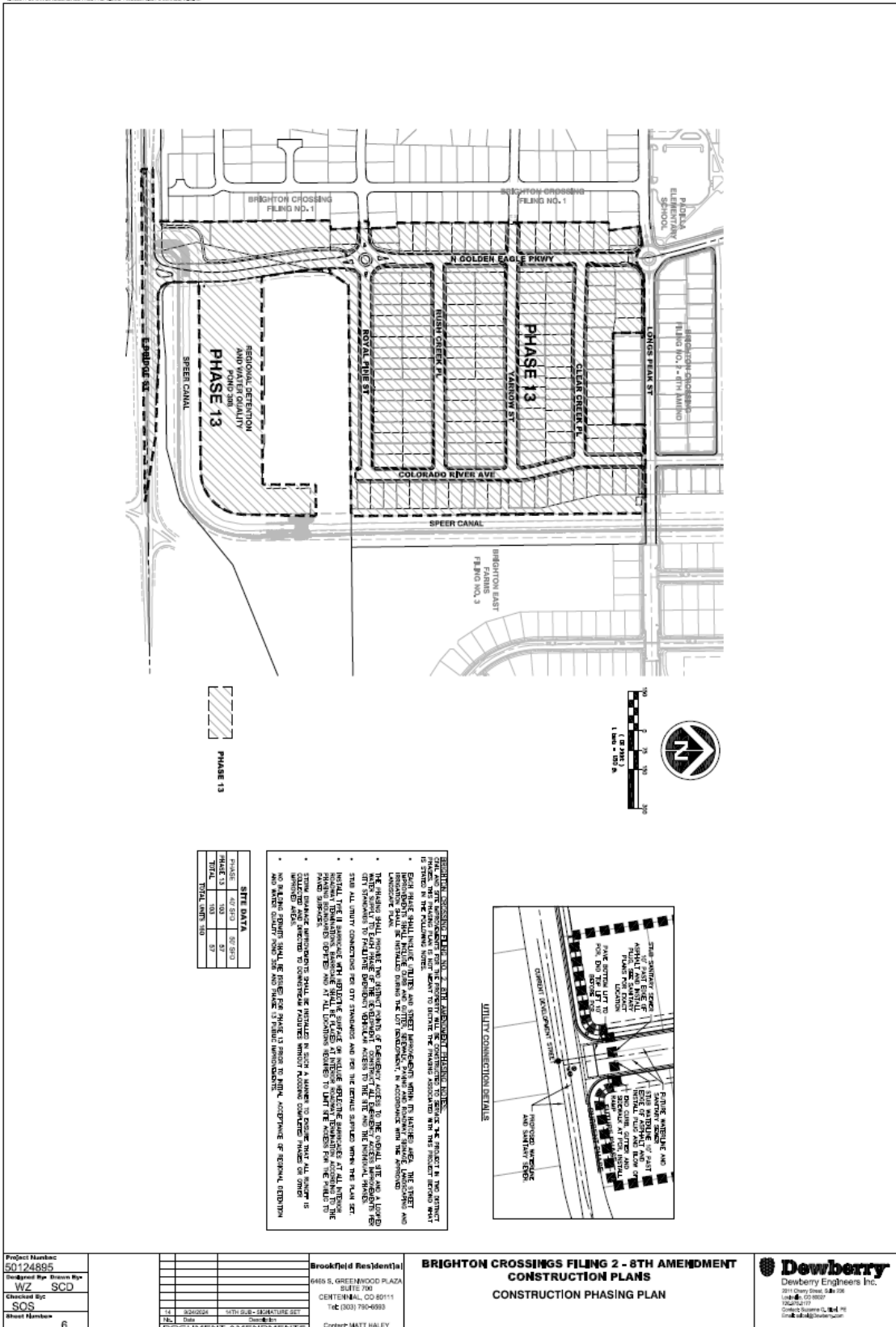
Streets - Asphalt					
82	Removes Existing Asphalt	1342	SY	\$ 7.00	\$ 7,995.00
83	Sawcut Existing Asphalt	875	LF	\$ 1.50	\$ 1,312.00
84	Mill and Overlay	1342	SY	\$ 10.00	\$ 11,421.00
85	Asphalt Pavement- 4.5" Bottom Lift HBP	23473	SY	\$ 16.00	\$ 375,568.00
86	Asphalt Pavement- 2.5" Top Lift HBP	23473	SY	\$ 12.00	\$ 281,676.00
87	Reset Water Line Valve	46	EA	\$ 200.00	\$ 9,200.00
88	Reset Manhole Lid	34	EA	\$ 560.00	\$ 7,840.00
89	Recompact -Asphalt Subgrade	23473	SY	\$ 10.00	\$ 234,730.00
SUBTOTAL:				\$	929,742.00

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

Signage and Striping					
90	R1-1 Stop Sign	18	EA	\$ 500.00	\$ 9,000.00
91	W11A-2 Pedestrian Crossing Sign	5	EA	\$ 175.00	\$ 875.00
92	Striping-4" Solid White, Painted	1323	LF	\$ 1.75	\$ 2,316.00
93	Striping-Broken White, Painted	114	LF	\$ 1.15	\$ 132.00
94	Pavement Marker-Crosswalk dot, reflective, Thermoplastic	324	LF	\$ 11.50	\$ 3,726.00
95	Bike Lane Marking Symbol-Thermoplastic	8	EA	\$ 375.00	\$ 3,000.00
SUBTOTAL:				\$	19,049.00

PUBLIC TOTAL \$ 5,897,728.00
 15% contingency \$ 884,660.00
PUBLIC TOTAL (inc. contg) \$ 6,782,388.00

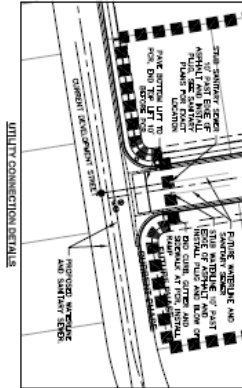
EXHIBIT B-2d Phasing Plan



PHASE	47' 6"	52' 6"
PHASE 13	100	67
TOTAL	150	117
TOTAL IMPV	130	97

REQUIREMENTS FOR PHASE 13 CONSTRUCTION:

- EACH PHASE SHALL INCLUDE UTILITIES AND STREET IMPROVEMENTS WITHIN THE PHASE'S BOUNDARIES. THE STREET IMPROVEMENTS SHALL BE INSTALLED THROUGH THE UTILITY AND STREET IMPROVEMENTS PHASE. THE UTILITY AND STREET IMPROVEMENTS SHALL BE INSTALLED THROUGH THE UTILITY AND STREET IMPROVEMENTS PHASE. THE UTILITY AND STREET IMPROVEMENTS SHALL BE INSTALLED THROUGH THE UTILITY AND STREET IMPROVEMENTS PHASE.
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Project Number: 50124895
Designed By: Wilcox Rys
WZ SCD
Checked By: SOS
Sheet Number: 6

Brookfield Residential
 6465 S. GREENWOOD PLAZA
 SUITE 200
 CENTENNIAL, CO 80111
 TEL: (303) 790-6993
 Contact: MATT HALEY

**BRIGHTON CROSSINGS FILING 2 - 8TH AMENDMENT
 CONSTRUCTION PLANS
 CONSTRUCTION PHASING PLAN**

Dewberry
 Dewberry Engineers Inc.
 3611 Cherry Street, Suite 500
 Lakewood, CO 80227
 TEL: (303) 751-8800
 Contact: Suzanne O. SCD, P.E.
 Email: susanne@dewberry.com

EXHIBIT C

Tract Summary

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

SBDMD = SOUTH BEEBE DRAW METRO DISTRICT

BCMD7 = BRIGHTON CROSSING METRO DISTRICT NO. 7

1 – BCMD7 OR TITLE 32 METRO DISTRICT SERVING THE BRIGHTON CROSSING DEVELOPMENT.