

# CITY COUNCIL RESOLUTION

## APPROVAL OF THE DEVELOPMENT AGREEMENT FOR BRIGHTON CROSSING FILING NO. 2 AND FOR BRIGHTON CROSSING FILING NO. 2 - COMMERCIAL PROPERTIES

4

RESOLUTION NO.: 02-160

INTRODUCED BY: \_\_\_\_\_

A Resolution of the City Council of the City of Brighton, Colorado, Approving a Development Agreement for the Brighton Crossing Filing No. 2 Subdivision and a Development Agreement for the Brighton Crossing Filing No. 2 -- Commercial Properties, which is a Part of Section 2, Township 1 South, Range 66 West of the Sixth Principal Meridian, City of Brighton, County of Adams, State of Colorado.

*WHEREAS*, the owner and applicant, Carma (Colorado), Inc., has requested approval of a Development Agreement for the Brighton Crossing Filing No. 2 Subdivision; and

*WHEREAS*, the owner and applicant, BPK Holdings, LLC, has requested approval of a Development Agreement for the Brighton Crossing Filing No. 2 - Commercial Properties; and

*WHEREAS*, the owner and applicant, Carma (Colorado), Inc., has submitted a Development Agreement for an approximate 355.39-acre property described in Exhibit "A"; and

*WHEREAS*, the owner and applicant, BPK Holdings, LLC, has submitted a Development Agreement regarding Lot 1, Block 51 and Lot 17, Block 1 of the Brighton Crossing Filing No. 2 subdivision described in Exhibit "A"; and

*WHEREAS*, the Property was annexed to the City of Brighton in 1985, and zoned Bromley Park P.U.D.; and

*WHEREAS*, the Bromley Park P.U.D. was amended in December of 1986 and was again amended by the Second Amendment to the Bromley Park P.U.D. in October of 1994; and

*WHEREAS*, the City of Brighton City Council approved the Brighton Crossing Phase Area Master Plan on November 20, 2001; and

WHEREAS, the City of Brighton's Comprehensive Land Use plan designates the Property for Medium (2.5-6 DU/AC) and High density (6 DU/AC & above) residential uses along with two commercial pockets in the northwest and southwest corner; and

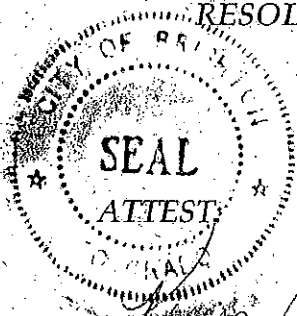
WHEREAS, the Brighton Crossing Filing No. 2 Development Agreement meets the requirements as set forth in the City of Brighton's Land Use and Development Regulations and Guidelines, Subdivision Regulations, Section II, E. Subdivision Agreement and Performance Bond; and


WHEREAS, the Brighton Crossing Filing No. 2 - Commercial Properties Development Agreement meets the requirements as set forth in the City of Brighton's Land Use and Development Regulations and Guidelines, Subdivision Regulations, Section II, E. Subdivision Agreement and Performance Bond; and

WHEREAS, the City Council of the City of Brighton has reviewed the Development Agreement for the Brighton Crossing Filing No. 2 Subdivision and the Development Agreement for the Brighton Crossing Filing No. 2 - Commercial Properties and finds and declares that they are compatible with the surrounding area and will not be detrimental to the future development of the area or the health, safety, or welfare of the inhabitants of the City of Brighton.

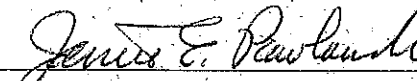
NOW THEREFORE, Be It Resolved that the City of Brighton City Council does hereby approve the Development Agreement for the Brighton Crossing Filing No. 2 Subdivision and the Brighton Crossing Filing No. 2 - Commercial Properties.

RESOLVED, this 17<sup>th</sup> day of December, 2002.

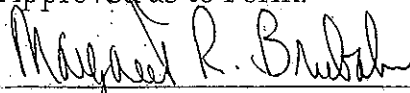


  
Karen Borkowski, City Clerk

CITY OF BRIGHTON, COLORADO  
CITY COUNCIL

  
Janice E. Pawlowski, Mayor

Approved as to Form:

  
Margaret Brubaker Esq., City Attorney

## EXHIBIT A

A PARCEL OF LAND BEING TRACT F, BRIGHTON CROSSING FILING NO. 1 AS RECORDED IN FILE 18 AT MAP 600 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2;  
THENCE NORTH 89°49'25" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 30.19 FEET;

THENCE SOUTH 00°10'35" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BASELINE ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89°49'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A LINE BEING THIRTY FEET (30') SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 2223.16 FEET;

THENCE NORTH 89°17'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 380.79 FEET;

THENCE NORTH 89°44'54" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A LINE BEING THIRTY FEET (30') SOUTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1484.17 FEET;

THENCE SOUTH 00°15'10" EAST, A DISTANCE OF 4144.88 FEET;

THENCE SOUTH 89°46'08" WEST, A DISTANCE OF 1005.88 FEET;

THENCE SOUTH 35°18'30" WEST, A DISTANCE OF 73.28 FEET;

THENCE SOUTH 13°41'02" WEST, A DISTANCE OF 536.74 FEET;

THENCE SOUTH 13°09'10" EAST A DISTANCE OF 152.70 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGE STREET;

THENCE SOUTH 89°46'08" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG A LINE BEING FIFTY FEET (50') NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 113.13 FEET TO A POINT ON THE BOUNDARY OF BRIGHTON CROSSING FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID BRIGHTON CROSSING FILING NO. 1 THE FOLLOWING EIGHTEEN (18) COURSES;

- 1) THENCE NORTH 00°16'29" WEST, A DISTANCE OF 41.10 FEET;
- 2) THENCE NORTH 00°12'07" EAST, A DISTANCE OF 175.00 FEET;
- 3) THENCE NORTH 01°17'27" WEST, A DISTANCE OF 115.17 FEET;
- 4) THENCE NORTH 00°12'07" EAST, A DISTANCE OF 330.00 FEET;
- 5) THENCE NORTH 85°42'54" EAST, A DISTANCE OF 33.47 FEET;
- 6) THENCE NORTH 02°17'57" WEST, A DISTANCE OF 109.50 FEET;
- 7) THENCE NORTH 87°42'03" EAST, A DISTANCE OF 4.15 FEET;
- 8) THENCE NORTH 02°17'57" WEST, A DISTANCE OF 145.50 FEET;
- 9) THENCE SOUTH 87°42'03" WEST, A DISTANCE OF 16.40 FEET;
- 10) THENCE NORTH 00°12'07" EAST, A DISTANCE OF 427.60 FEET;
- 11) THENCE SOUTH 88°24'15" EAST, A DISTANCE OF 5.52 FEET;
- 12) THENCE NORTH 01°35'45" EAST, A DISTANCE OF 36.00 FEET;
- 13) THENCE NORTH 88°24'15" WEST, A DISTANCE OF 6.39 FEET;
- 14) THENCE NORTH 00°12'07" EAST, A DISTANCE OF 348.24 FEET;
- 15) THENCE NORTH 86°49'57" EAST, A DISTANCE OF 31.82 FEET;
- 16) THENCE NORTH 07°22'24" WEST, A DISTANCE OF 119.50 FEET;
- 17) THENCE NORTH 82°37'36" EAST, A DISTANCE OF 14.87 FEET;
- 18) THENCE NORTH 07°22'24" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT F;

THENCE ALONG SAID SOUTHERLY BOUNDARY, AND THE WESTERLY EXTENSION THEREOF, THE FOLLOWING THREE (3) COURSES;

- 1) THENCE SOUTH 82°37'36" WEST, A DISTANCE OF 20.72 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°22'24", A RADIUS OF 228.00 FEET, A CHORD THAT BEARS SOUTH 86°18'48" WEST AND AN ARC LENGTH OF 29.34 FEET;
- 3) THENCE NORTH 90°00'00" WEST, A DISTANCE OF 443.41 FEET TO A POINT ON SAID BOUNDARY OF BRIGHTON CROSSING FILING NO. 1 AND A POINT OF CURVATURE;

EXHIBIT A  
(continued)

THENCE ALONG THE SAID BOUNDARY OF BRIGHTON CROSSING FILING NO. 1 THE FOLLOWING TWENTY-TWO (22) COURSES;

- 1) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°32'36", A RADIUS OF 478.00 FEET, A CHORD THAT BEARS NORTH 75°13'42" WEST AND AN ARC LENGTH OF 246.47 FEET TO A POINT OF COMPOUND CURVATURE;
- 2) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°33'01", A RADIUS OF 1108.00 FEET, A CHORD THAT BEARS NORTH 49°10'54" WEST AND AN ARC LENGTH OF 436.08 FEET;
- 3) THENCE SOUTH 52°05'37" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A CURVE;
- 4) THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°07'25", A RADIUS OF 1148.00 FEET, A CHORD THAT BEARS SOUTH 37°58'06" EAST AND AN ARC LENGTH OF 2.48 FEET;
- 5) THENCE SOUTH 41°11'40" WEST, A DISTANCE OF 237.47 FEET;
- 6) THENCE SOUTH 50°07'44" WEST, A DISTANCE OF 36.00 FEET TO A POINT ON A CURVE;
- 7) THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°13'43", A RADIUS OF 1418.00 FEET, A CHORD THAT BEARS SOUTH 39°59'07" EAST AND AN ARC LENGTH OF 5.66 FEET;
- 8) THENCE SOUTH 41°11'40" WEST, A DISTANCE OF 279.77 FEET;
- 9) THENCE SOUTH 49°38'47" WEST, A DISTANCE OF 36.00 FEET TO A POINT ON A CURVE;
- 10) THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°11'07", A RADIUS OF 1653.00 FEET, A CHORD THAT BEARS SOUTH 40°21'38" EAST AND AN ARC LENGTH OF 5.35 FEET;
- 11) THENCE SOUTH 41°11'40" WEST, A DISTANCE OF 257.26 FEET;
- 12) THENCE SOUTH 42°49'58" WEST, A DISTANCE OF 36.00 FEET;
- 13) THENCE SOUTH 47°11'37" EAST, A DISTANCE OF 1.03 FEET;
- 14) THENCE SOUTH 41°11'40" WEST, A DISTANCE OF 431.68 FEET;
- 15) THENCE SOUTH 38°55'14" WEST, A DISTANCE OF 76.48 FEET;
- 16) THENCE SOUTH 55°58'51" EAST, A DISTANCE OF 119.50 FEET TO A POINT ON A CURVE;
- 17) THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°35'18", A RADIUS OF 268.00 FEET, A CHORD THAT BEARS SOUTH 15°13'30" WEST AND AN ARC LENGTH OF 175.82 FEET;
- 18) THENCE SOUTH 03°34'09" EAST, A DISTANCE OF 513.59 FEET TO A POINT OF CURVATURE;
- 19) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°22'35", A RADIUS OF 4982.00 FEET, A CHORD THAT BEARS SOUTH 01°52'51" EAST AND AN ARC LENGTH OF 293.59 FEET;
- 20) THENCE SOUTH 00°11'34" EAST A DISTANCE OF 58.89 FEET TO A POINT OF CURVATURE;
- 21) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'05", A RADIUS OF 50.00 FEET, A CHORD THAT BEARS SOUTH 44°48'29" WEST AND AN ARC LENGTH OF 78.54 FEET;
- 22) THENCE SOUTH 00°11'28" EAST A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF BRIDGE STREET;

THENCE SOUTH 89°48'32" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG A LINE BEING FIFTY FEET (50') NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2 A DISTANCE OF 878.19 FEET;  
THENCE NORTH 00°41'26" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A LINE BEING THIRTY FEET (30') EASTERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2 A DISTANCE OF 2587.90 FEET;  
THENCE NORTH 00°40'32" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A LINE BEING THIRTY FEET (30') EASTERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2 A DISTANCE OF 2283.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 355.39 ACRES, MORE OR LESS.

## DEVELOPMENT AGREEMENT

### BRIGHTON CROSSING FILING NO. 2

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 17th day of December, 2002 by and between the CITY OF BRIGHTON, COLORADO, a home rule municipal corporation of the County of Adams, State of Colorado (hereinafter referred to as "City"), CARMA COLORADO, INC., a Nevada corporation (hereinafter referred to as "Developer") and the BROMLEY PARK METROPOLITAN DISTRICTS NOS. 1 and 4, metropolitan districts established under the laws of the State of Colorado (hereinafter "District No. 1" and "District No. 4", respectively, and collectively as the "Districts").

#### RECITALS

- A. The Developer has submitted the requisite certified survey map (hereinafter the "Map") for Brighton Crossing Filing No. 2 attached hereto as Exhibit A. The terms of the Map are incorporated herein as if set out in full. The land area subject to the Map for Filing 1 shall be referred to herein as the "Development". The Map has been reviewed and approved by the City of Brighton according to the adopted regulations as specified in the City of Brighton Land Use and Development Code, Subdivision Regulations, Section I. F. 3, and the Second and Third Amendments to Annexation Agreement as fully described below.
- B. In addition to the City of Brighton Land Use and Development Regulations, the subdivision and development of land within this portion of Bromley Park is governed by several other documents including: (1) the Annexation Agreement for Bromley Park, dated June 4, 1985, and recorded in Adams County records, in Book 3030, commencing at Pages 538; (2) the First Amendment to Annexation Agreement, dated December 16, 1986, and recorded in Adams County records in Book 3301, commencing at Page 899; (3) the Second Amendment to Annexation Agreement, dated November 11, 1994, and recorded in Adams County records in Book 4423, commencing at Page 908; (4) the Third Amendment to Annexation Agreement, dated May 28, 1996, and recorded in Adams County records in Book 4776, commencing at Page 140; (5) the Fourth Amendment to Annexation Agreement, dated November 4, 1997, and recorded in Adams County records in Book 5163, commencing at Page 0219; (6) the Bromley Park P.U.D. Second Amendment, approved by City Council on October 21, 1994, and recorded in Adams County records, PUD No. 1824, on May 19, 1997; (7) the Bromley Park Land Use Regulations, dated October 29, 1986, and recorded in Adams County records, Book 3301, Pages 962-1000, as amended; (8) the Beebe Draw Wastewater Service Agreement, dated November 4, 1997, and recorded in Adams County records, Book 5163, Pages 0223-0257; (9) the Intergovernmental Agreement re: Storm Drainage dated March 7, 2000, and recorded in Adams County records, Book CO847604, commencing at Page 1; (10) The Water, Sanitary Sewer, Drainage and Traffic Master Plans, dated December 1999, and (11) the Brighton Crossing Phase Area Master Plan, dated December 18, 2001, and approved by City Council in Resolution 01-179 on December 18, 2002. (The Annexation Agreement, as amended by the four amendments thereto, shall be referred to herein as the "Annexation Agreement".)

- C. The development regulations of the City require that the public improvement obligations be guaranteed in a form acceptable to the City.
- D. The Developer shall execute a Development Agreement ("Agreement") with the City relative to improvements related to the Development;

*NOW THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:*

## SECTION 1 GENERAL CONDITIONS

- 1.1 **Development Obligation.** Developer shall be responsible for the performance of the covenants set forth herein.
- 1.2 **Engineering Services.** Developer agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Development and the Schedule of Improvements described in Exhibit B-1, attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and specifications for public improvements as established and approved by the City as of the date of submittal to the City.
- 1.3 **Construction Standards.** Developer shall construct, or cause to be constructed, all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with the construction plans and specifications previously approved in writing by the City, and with the Map for Brighton Crossing Filing No. 2, and in full conformity with the City's construction standards and specifications applicable at the time of construction plan approval.
- 1.4 **Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Manager, or the Manager's designee, who shall have general responsibility for coordinating development with the Developer.
- 1.5 **Plan Submission and Approval.** Developer shall furnish to the City complete plans for each public improvement Phase and obtain approval of each Phase prior to commencing any construction work thereon. The City shall issue its written approval or disapproval of said plan as expeditiously as reasonably possible. Said approval or disapproval shall be based upon standards and criteria for public improvements as established and approved by the City, and the City shall notify Developer of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the City prior to construction.

- 1.6 **Construction Acceptance and Warranty.** No later than ten (10) days after improvements are completed, or ten (10) days after the mutual execution of this Agreement, whichever occurs later, Developer shall request inspection by the City. If Developer does not request this inspection within said period of time, the City may conduct the inspection without approval of Developer. Developer shall provide "as built" drawings and a certified statement of construction costs no later than thirty (30) days after improvements are completed, or within ten (10) days after the execution of this Agreement, whichever is later. If Developer has not completed the improvements on or before the completion dates set forth in the "Phasing Plan" provided for in Section 1.14 herein, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. If improvements completed by Developer are satisfactory, the City shall grant "Construction Acceptance", which shall be subject to Final Acceptance as set forth herein. If improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive "Construction Acceptance". Developer shall complete the work within sixty (60) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request of the City a reinspection of such work to determine if Construction Acceptance can be granted, and the City shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, construction or other work required within sixty (60) days of said notice, the City may exercise its right to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule reinspections, depending upon scope of deficiencies. **No Building Permits shall be issued by the Building Division prior to Construction Acceptance of all public improvements related to the Development. Notwithstanding the foregoing, construction acceptance will be given and building permits may be issued for individual Phases in which the only remaining Improvements to be completed are detached sidewalks and/or final asphalt lift for streets within that phase provided that a sufficient bond is in place for these remaining improvements.**
- 1.7 **Maintenance of Improvements.** For a one (1) year period from the date of Construction Acceptance of any improvements related to the Development, Developer shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs and replacements which, in the reasonable opinion of the City, shall become necessary. If within thirty (30) days after Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer has not completed such repairs, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement.
- 1.8 **Final Acceptance.** At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a "Final Acceptance" inspection. The City shall inspect the improvements

and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance. If Developer does not correct all deficiencies and make repairs identified in said inspection to the City's satisfaction within sixty (60) days after receipt of said notice, weather permitting, the City may exercise its rights to secure performance as is provide in Section 9.1 of this Agreement. If any mechanic's liens have been filed with respect to the public improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Developer fails to have improvements finally accepted within one year of the date of the issuance of Construction Acceptance, or any improvements are found not to conform to this Agreement, or to applicable City standards and specifications, then Developer shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of the Agreement.

**1.9 Reimbursement to the City.** The City may complete construction, repairs, replacements or other work for Developer pursuant to Sections 1.6, 1.7, 1.8 or 1.9 of this Agreement with funds other than the Improvements Guarantee, in which event Developer shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City. If Developer fails to so reimburse City, the Developer shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement.

**1.10 Testing and Inspection.**

- (a) Developer shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, and shall furnish copies of test results to the City on a timely basis for City review and approval prior to commencement or continuation of that particular phase of construction. In addition, at all times during said construction the City shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.
- (b) All work shown on the approved public improvements plans requires inspection by the Public Works Department, Engineering Division. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 5:00 p.m., throughout the year. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance to the Director of Public Works for approval. All requests for after hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, the Developer shall reimburse the City for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed after the hours listed above.



1.11. **Improvement Guarantees.** The Developer shall provide, or cause to be provided, a financial guarantee for the construction of all public improvements to be installed by the Developer for each phase of the Development.

- (a) Said Improvement Guarantee may be in cash, bond or a letter of credit in form and substance as shown on Exhibit C attached hereto and incorporated herein by reference. In the event that the Improvements are being constructed by or for any of the Bromley Park Metropolitan Districts, The Improvement Guarantee may be in the form of a completion bond, wherein both the City and the appropriate contracting party (e.g., one of the Bromley Park Metropolitan Districts or the Developer) are named as beneficiaries (herein a "dual obligee completion bond"). Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November - March). Said Improvement Guarantee shall include, but not by way of limitation, curb & gutter, street construction, landscaping, fencing, streetlights, water, sewer, storm sewer and drainage improvements. Infrastructure permits shall be issued for only that Phase of the Development for which said Improvement Guarantees have been furnished. The total amount of the Improvement Guarantee for each Phase of this Filing shall be calculated as a percentage of the total estimated cost of the improvements to be installed by the Developer, including labor and materials of all public improvements to be constructed in said Phase of this Filing of the Development as described on Exhibit B-1.

The total minimum amount of the Improvement Guarantee to be provided is as follows:

- (1) At the time of initial infrastructure permits: One Hundred Fifteen percent (115%) of the Developer costs (determined in accordance with the foregoing) for installed and to be installed improvements for that phase of the Filing.
- (2) Upon Conditional Acceptance prior to Final Acceptance: Fifteen percent (15%) of the actual costs of public improvements installed and to be installed by the Developer in that phase of the Filing.
- (3) After Final Acceptance by the City of Public Improvements: The remaining Improvement Guarantee shall be released as to that phase of the Filing and the amount shall be 0%.

As to public improvements installed and approved as of the date of the execution of this Agreement, the Guarantee amounts to be provided shall be as computed under the terms of the immediately preceding subparagraphs (2) and (3). The amount of the Improvement Guarantee within each Phase shall be calculated for that Phase (see Exhibit B-2).

In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued pursuant to this Agreement if Developer fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the City draws on the Improvement Guarantee to correct deficiencies and/or for completing improvements, the

balance of the Improvement Guarantee shall be returned to Developer within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the City to be greater than the amount of the security provided, then the City shall furnish written notice to the Developer of the condition, and within thirty (30) days of receipt of such notice the Developer shall provide the City with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Developer is in default of this Agreement and is subject to the provisions of Section 9.1 of this Agreement, as well as the suspension of the Development activities by the City, including but not limited to, the issuance of building permits and certificates of occupancy.

- (b) **District Improvements.** Certain off-site improvements benefiting the general area shall be (or have been) installed by the Districts; said off-site improvements are included within the terms of Exhibit B-1. As to the improvements to be installed by the Districts included in said Exhibit B-1, the terms of this Section I shall apply, including the foregoing provisions relating to Improvement Guarantees.

1.12. **Indemnification and Release of Liability.** Developer agrees to indemnify and hold harmless the City, its officers, employees, agents or servants and to pay any and all judgments rendered against said persons on account of any suit, action or claim caused by, arising from or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors, and to pay to the City and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees incurred in defending any such suit, action or claim; provided, however, that Developer's obligation herein shall not apply to the extent said action, suit, or claim results from any acts or omissions of officers, employees, agents or servants of the City or conformance with requirements imposed by the City. Said obligation of Developer shall be limited to suits, actions, or claims based upon conduct prior to "Final Acceptance" by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such approval.

1.13. **Insurance OSHA.** Developer shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate workmen's compensation insurance and public liability insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14. **Phasing.** The City hereby approves Developer's Phasing Plan, which is a part of the attached Exhibit B-2. The completion of each Phase of the Development, including public and private improvements, shall be in accordance with said plan and completion schedules or City-approved modifications thereof. All modifications shall be in writing and signed

by the City Manager or the Manager's designee.

## SECTION 2 CONSTRUCTION OF IMPROVEMENTS

- 2.1. **Rights-of-way, Easements and Permits.** Before City may approve construction plans for any improvements herein agreed upon, Developer shall acquire at its own expense and convey to the City or to District No. 1 all necessary land, rights-of-way and easements required by the City or District No. 1 for the construction of the proposed improvements related to the Development. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by the execution and delivery of the Map (for such lands, rights-of-way and easements described in the Map) or by special warranty deed in form and substance acceptable to the City Manager or the Manager's designee (for such lands, rights-of-way and easements outside of the Map). All title documents shall be recorded by the City at the Developer's expense. The Developer shall also furnish, at its own expense, an ALTA title policy, for all interest(s) so conveyed, subject to approval by the City Manager or the Manager's designee.
- 2.2. **Construction.** Developer shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as Exhibit B-1, in conformance with the drawings, plans and specifications approved by the City prior to construction. If Developer does not meet the above obligations, then Developer shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of the Agreement.
- 2.3. **Utility Coordination and Installation.** In addition to the Improvements described in Exhibit B-1, Developer shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by City Code.

## SECTION 3 STREET IMPROVEMENTS

- 3.1. **Definitions.** For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements.
- 3.2. **Street Signs, Traffic Signs and Striping.** The Developer will install, at Developer's expense, street name signs and striping on local, collector and arterial streets, and stop signs, speed limit and other signs on local streets. All signs and striping shall be in a manner reasonably approved by the City and in accordance with City standards and the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

**3.3 North 50<sup>th</sup> Avenue.**

(a) The Design and Construction of North 50<sup>th</sup> Avenue, as a major arterial, from Bridge Street to Baseline Road shall be accomplished in phases, as follows:

1. Developer shall submit Final Road Construction Plans for the design and construction of North 50<sup>th</sup> Avenue, as a major arterial, from Bridge Street to Baseline Road, to the Department of Public Works, upon written notice from the Director of Public Works, and in any event, no later than the issuance of the first building permit for Phase Two of the Development.
2. Developer shall commence construction of one-half of the full width of North 50<sup>th</sup> Avenue, as a major arterial, from Bridge Street to Longs Peak Street prior to the issuance of the first building permit for Phase Three of the Development.
3. Developer shall complete construction of one-half of the full width of North 50<sup>th</sup> Avenue, as a major arterial, from Bridge Street to Longs Peak Street no later than the issuance of the final building permit for Phase Three of the Development.
4. Developer shall commence construction of one-half of the full width of North 50<sup>th</sup> Avenue, as a major arterial, from Longs Peak Street to Baseline Road prior to the issuance of the first building permit for Phase Six of the Development. At the same time, Developer shall commence construction of the full median from Longs Peak Street to Baseline Road.
5. Developer shall complete construction of one-half of the full width of North 50<sup>th</sup> Avenue, as a major arterial, and the full median from Longs Peak Street to Baseline Road no later than the issuance of the final building permit for Phase Six of the Development.

(b) All construction shall be done in accordance with the City's approved street cross-section for a major arterial, and consistent with the City's Public works Standards and Specifications.

(c) Final construction document approval will not be given by the City without the underlying utilities being designed and the final construction drawings being submitted to the City and approved.

**3.4 Baseline Road:**

(a) Design and Construction of Baseline Road, as a minor arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development shall be accomplished in phases, as follows:

1. Developer shall submit Final Road Construction Plans for the design and construction of one-half of the full width of Baseline Road, as a minor arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development,

to the Department of Public Works, upon written notice from the Director of Public Works, and in any event, no later than the issuance of the first building permit for Phase Seven of the Development.

2. Developer shall commence construction of one-half of the full width of Baseline Road, as a minor arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development prior to the issuance of the first building permit for Phase Eight of the Development.
  3. Developer shall complete construction of one-half of the full width of Baseline Road, as a minor arterial, and the full median from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development no later than the issuance of the final building permit for Phase Eight of the Development.
- (b) All construction shall be done in accordance with the City's approved street cross-section for a minor arterial, and consistent with the City's Public Works Standards and Specifications.
- (c) Final construction document approval will not be given by the City without the underlying utilities being designed and the final construction drawings being submitted to the City and approved.

### **3.5 Bridge Street:**

- (a) Design and Construction of Bridge Street, as a major arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development shall be accomplished in phases, as follows:
1. Developer shall submit Final Road Construction Plans for the design and construction of one-half of the full width of Bridge Street, as a major arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development, to the Department of Public Works, upon written notice from the Director of Public Works, and in any event, no later than the issuance of the first building permit for Phase Two of the Development.
  2. Developer shall commence construction of one-half of the full width of Bridge Street, as a major arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development prior to the issuance of the first building permit for Phase Six of the Development.
  3. Developer shall complete construction of one-half of the full width of Bridge Street, as a major arterial, from North 50<sup>th</sup> Avenue to the East Property Line of Filing 2 of the Development no later than the issuance of the final building permit for Phase Six of the Development.
- (b) The median for Bridge Street shall be twenty-six (26) feet wide, with turn pockets, subject to approval by the Colorado Department of Transportation (CDOT). Developer agrees to design and construct the curb and gutter for the median after receiving final approval by the Colorado Department of Transportation (CDOT). In accordance with the Bromley Park Filing No. 5 Development Agreement dated March 7, 2000, and recorded in Adams

County records in Book 6081, commencing at Page 0023, District No. 3 will install the landscaping and hardscaping in said median. Furthermore, District No. 3 will maintain the planted/hardscaped medians during the Construction Acceptance period; the City will maintain the medians in Bridge Street after Final Acceptance.

- (c) All construction shall be done in accordance with the City's approved street cross-section for a major arterial, and consistent with the City's Public Works Standards and Specifications.
- (d) Final construction document approval will not be given by the City without the underlying utilities being designed and the final construction drawings being submitted to the City and approved.

3.6 **Signals** As warrants dictate, District No. 4 shall pay all costs associated with the installation of traffic signals at the intersections at 50<sup>th</sup> Avenue and Bridge Street, 50<sup>th</sup> Avenue and Longs Peak Street, 50<sup>th</sup> Avenue and Baseline Road, and Baseline Road and N. 56<sup>th</sup> Avenue. District No. 4 shall secure all permits for such signals from the appropriate agency, as such time as warrants dictate. District No. 4 may seek reimbursement for its costs of such signals at these locations, in accordance with Article 13 of the Third Amendment to the Bromley Park Annexation Agreement, dated May 28, 1996, and recorded in Adams County records in Book 4776, commencing at Page 140. The City assumes no responsibility for collecting any reimbursement that may be payable to District No. 4 under this section. Collection shall be at the sole discretion and responsibility of District No. 4.

#### SECTION 4 PUBLIC USE DEDICATION AND LANDSCAPING

- 4.1. **Public Use Dedication.** Developer shall convey to the City and to other governmental entities, as applicable, those lands for public use as described on Exhibit D attached hereto and incorporated herein by reference. Said conveyance shall be by the execution and recording of the Map (for dedications set forth in the Map), by Final Plat, or by special warranty deed in form and substance satisfactory to the City Manager or the Manager's designee (for dedications not set forth in the Map). The Developer shall, at the Developer's expense, furnish a commitment for title insurance on the public lands to be conveyed to the City, which public lands shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record, and other items which would be readily apparent from a physical inspection. The Developer shall, at its expense, cause a title policy in conformance herewith to be delivered to the City at the time of the conveyance.
- 4.2. **Landscape Improvements.** For all public lands and rights-of-way related to the Development, Developer shall furnish to the City complete final landscape and irrigation plans for each Filing and obtain approval by the City Manager or the Manager's designee

prior to commencement of construction.

**4.3. Median Improvements; Parks and Open Space.**

- (a) Within Brighton Crossing Filing No. 2, the Map and improvement plans contemplate that medians and roundabouts (traffic circles) will be constructed along the parkways. Developer shall construct all medians and roundabouts located within the boundaries of the Map. District No. 4 agrees that it shall be the entity responsible for the installation and maintenance of the landscaping and irrigation systems within the traffic circles and medians in all parkways, in the greenbelts along the collectors and arterials of the Development, and for those parks to be constructed in Tracts C, Q and F. District No. 4 further agrees that it shall be the entity responsible for the design and construction of the landscaping and irrigation systems, and site amenities, for the community park to be constructed in Tract W, in accordance with Exhibit F (12) of this Agreement. District No. 4 further agrees that it shall be the entity responsible for the installation and maintenance, prior to Construction Acceptance, of the landscaping and irrigation systems, and site amenities, for the community park to be constructed in Tract W. Developer will construct a non-potable water system concurrent with street construction of the Development, to irrigate the community park, which system shall provide a north, south, east and west connection to the outer boundaries of the Property.
- (b) The City agrees to provide the water taps for irrigating the landscaping within the traffic circles and medians in all parkways, and in the greenbelts along the collectors and arterials of the Development, and for the parks to be constructed in Tracts C, F, Q, and W, all without charge. The City shall pay for the water tap fees for the parks to be constructed in Tracts C, F, Q, and W. District No. 4 shall provide water taps for the tracts utilized for pedestrian linkage and for the greenbelts along drainage ways and shall pay the charges for water for irrigating the landscaping in the traffic circles, medians, greenbelts, and tracts for pedestrian linkage within the Development. (Water used within areas converted to a non-potable system shall be charged at the applicable irrigation water rate.)
- (c) District No. 4 shall maintain the park areas to be constructed in Tracts A, C, F, H, J, K, L, M, N, P, R, S, T, Z, CC and DD. City will prepare an agreement to allow for the maintenance of the parks owned by the City, which shall be maintained by the Brighton Crossing Homeowner's Association (HOA). In consideration thereof, the City shall provide the water necessary for the irrigation of Tracts C, F, Q and W, without cost to District No. 4. All charges for electric service for sprinkler controls in all parks, traffic circles, medians and parkways, tracts used for pedestrian linkage, and for greenbelts along collectors and arterials, in Brighton Crossing Filings 2, shall be borne by District No. 4.
- (d) District No. 4 will coordinate the design and construction of Tracts Q and W with the Community Development and Parks and Recreation Departments, and receive approval thereof prior to construction.

- (e) District No. 4 will design, construct and maintain all landscape improvements within Tract WW. District No. 4 will pay for the water taps and water necessary for irrigation within Tract WW.
- (f) Prior to the design or construction of any non-potable water system within the Development, the City, Developer and District Nos. 1 and 4 shall enter into an Intergovernmental Agreement addressing the design, construction, location, use, ownership, maintenance, fees, and other outstanding issues related thereto.

4.4. **Planting Strips and Street Trees.** Along the lot lines of the several lots within the Map for Filing No. 2 which adjoin public streets is an area denominated as "Utility Easement" area. Within this area, the Developer shall require the planting and maintenance of street trees, in an area generally between the edge of the street right-of-way, and the detached sidewalk. The care and maintenance of the trees and other landscaping within this area shall be addressed in the Covenants for the Development and shall be enforced by the Homeowners Association(s). The City shall have no duty to maintain such landscaping improvements or to enforce the Covenants.

## SECTION 5 WATER MAINS

5.1. **Specifications.** All water mains, lines and appurtenances thereto shall be constructed and installed, at the minimum, pursuant to City-approved plans, specifications and the Schedule of Improvements attached as Exhibit B-1, including both on-site and off-site improvements.

## SECTION 6 SEWER LINES

6.1. **Specifications.** All sewer lines and appurtenances thereto shall be constructed and installed pursuant to City-approved plans, specifications and the Schedule of Improvements attached as Exhibit B-1, including both on-site and off-site improvements, in accordance with the Annexation Agreement and the Beebe Draw Wastewater Service Agreement.

6.2. **Inspection Fees.** The City currently has no fee to inspect the sewer lines currently being installed by District No. 1. To allow the City to recover its cost of inspection, District No. 1 agrees that it shall pay the City's costs of sewer line inspection for all of the sewer lines installed by District No. 1.

## SECTION 7 OTHER IMPROVEMENTS

7.1. **Street Lights.** The total cost of street light installation shall be the Developer's sole



obligation. Developer shall cause, at its own expense, United Power to install all required street lighting pursuant to City plans and specifications. Said streetlights shall be installed concurrently with the streets on which they are located. Furthermore, said streetlights shall be consistent with the streetlights which are used within Brighton Crossing Filing No. 1.

**7.2. Drainage Improvements.**

- (a) On-site drainage improvements for the Development shall be constructed by Developer in accordance with the approved Bromley Park Drainage Master Plan and Phase Area Master Plans, and plans and specifications approved by the City and District No. 1.
- (b) Drainage improvements for each lot shall be constructed by the owner of said lot, at the minimum, in accordance with plans and specifications approved at the time of building plan approval. Said drainage plans shall conform to the then-existing flood plain regulations of the City and District No. 1. Developer shall furnish copies of approved plans to subsequent purchasers (other than homeowners) of lots.

**7.3. Trash, Debris, Mud.** Developer agrees that during construction of the Development and improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates nuisance, Developer agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by the City. If Developer does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to the Developer at the Developer's expense. Developer also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If Developer does not abate, or if an emergency exists, City may abate at the Developer's expense.

**7.4. Operation of Construction Equipment.**

- (a) Pursuant to Section 8.32 of the Brighton Municipal Code, the operation of construction equipment outside an enclosed structure shall be prohibited after 8:00 p.m. and (on weekdays) before the hour of 7:00 a.m. or (on weekends and legal holidays), the hour of 8:00 a.m. The City Manager or the Manager's designee may upon written applications, alter the hours of operation for good cause.
- (b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between 8:00 p.m. and 7:00 a.m. (on weekdays) and 4:00 p.m. and 8:00 a.m. (on legal holidays and weekends). Upon written request, the hours of operation may be altered by the City Manager or the Manager's designee.

**SECTION 8  
SPECIAL PROVISIONS**

See Exhibit F attached hereto and incorporated herein by this reference.

**SECTION 9  
MISCELLANEOUS TERMS**

- 9.1. **Breach of Agreement.** In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Developer by the City, unless the City in writing and in its sole discretion designates a longer period, then the City may draw upon the Improvement Guarantee and complete the Improvements at the Developer's expense. The Developer's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to the Developer will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been extended or is insufficient, then the City has the right to begin work on the Improvements at the expense of the Developer. If the City determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Developer's expense even if the Improvement Guarantee is not available; in such event, the City shall use its best efforts to notify Developer at the earliest practical date and time. The City may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be appropriate under City, state or federal law. Failure to timely complete construction of Improvements which is primarily due to inclement weather shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer, shall be the responsibility of the Developer. The City may deduct these costs from the Improvement Guarantee.
- 9.2. **Recording of Agreement.** The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder in Adams County, Colorado, and the City shall retain the recorded Agreement.
- 9.3. **Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to benefit of and be binding upon the successors and assigns of the parties hereto.

- 9.4. **Assignment, Delegation and Notice.** Developer shall provide to the City for approval written notice of any proposed transfer of title to any portion of the Property and of the Development Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Developer and successor shall, until written City approval of the transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement.
- 9.5. **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.
- 9.6. **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**City of Brighton**

Mr. John Bramble  
City Manager -- City of Brighton  
22 South 4<sup>th</sup> Avenue  
Brighton, Colorado 80601

*with a copy to:*

Ms. Margaret Brubaker, Esq.  
City Attorney- City of Brighton  
21 North 1<sup>st</sup> Ave., Suite 290  
Brighton, Colorado 80601

**To the Developer:**

Carma Colorado, Inc.  
Attention: Tom Morton  
9110 E. Nichols Avenue, Suite 180  
Englewood, Colorado 80112

*with a copy to:*

Keith Pockross, Esq.  
Greenberg Traurig LLP  
1200 17<sup>th</sup> Street, Suite 2400  
Denver, Colorado 80202

**To the Bromley Park Metropolitan Districts No. 1 and No. 4**

Robert A. Lembke  
Chairman  
9145 East Kenyon Avenue, Suite 100  
Denver, Colorado 80237

*with copies to:*

Wayne Munson  
District Administrator  
Bromley Park Metropolitan Districts  
6040 Greenwood Plaza Boulevard, Suite 120  
Englewood, Colorado 80111

Dianne Miller, Esq.  
District Counsel  
5690 DTC Boulevard, Suite 300  
Englewood, Colorado 80111

or to such other address or the attention of such person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

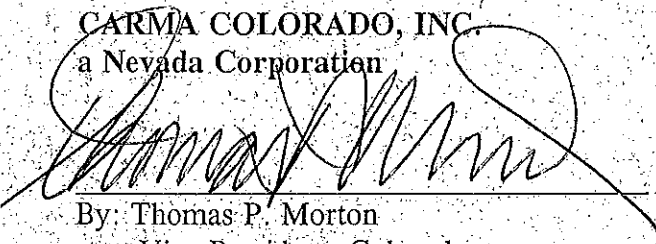
- 9.7 **Force Majeure.** Whenever Developer is required to complete construction, maintenance, repair, or replacement of improvements by an agreed-upon deadline, the City may, in its sole discretion, grant a reasonable extension of time if the performance cannot as a practical matter be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.
- 9.8. **Approvals.** Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of the Agreement, the City shall act reasonably in responding to such matter.
- 9.9 **Previous Agreements.** All previous written and recorded agreements between the parties, their successors and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, the terms of this Agreement shall govern as to the properties subject to this Agreement. Notwithstanding the foregoing, the provisions of the Bromley Park Annexation Agreement, and the four amendments thereto are not amended by this Agreement and the provisions thereof are incorporated herein by reference.
- 9.10 **Title and Authority.** Developer warrants to the City that it is the record owner for the Property within the development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

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

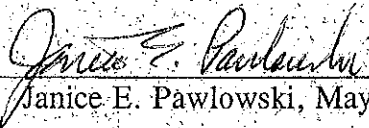
9.12 Agreement Status After Final Acceptance. Upon Final Acceptance by City of all improvements and compliance by Developer with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

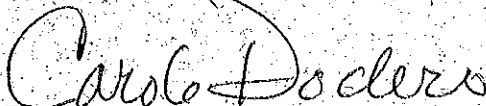
CARMA COLORADO, INC.  
a Nevada Corporation

  
By: Thomas P. Morton  
Vice President, Colorado


CITY OF BRIGHTON, COLORADO,  
a Home Rule Municipal Corporation

  
By: Janice E. Pawlowski, Mayor

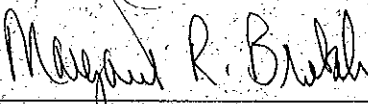
ATTEST:

  
Corporate Secretary

ATTEST:

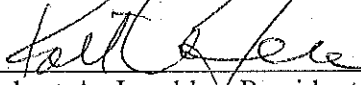
  
City Clerk

APPROVED AS TO FORM:

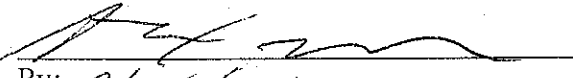
  
Margaret R. Brubaker, Esq.  
City of Brighton Attorney

To the extent that the foregoing Development Agreement affects the Districts, the following Districts agree to be bound by the terms hereof:

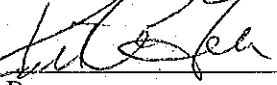
**BROMLEY PARK METROPOLITAN DISTRICT NO. 1**

  
\_\_\_\_\_  
Robert A. Lembke, President

**ATTEST:**

  
\_\_\_\_\_  
By: Alex Speros

**BROMLEY PARK METROPOLITAN DISTRICT NO. 4**

  
\_\_\_\_\_  
By:  
Title: President

**ATTEST:**

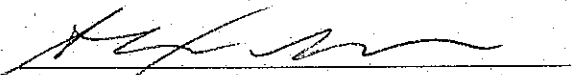
  
\_\_\_\_\_  
By: Alex Speros

EXHIBIT A

Pages 1-3 of 48, Brighton Crossing Filing No. 2
(pages 4-48 incorporated herein by reference)

Legal description and dedication text, map, and various certificates including Attorney's Certificate, City Officials Certificate of Filing, and Surveyor's Certificate. Includes a vicinity map showing the site location within Brighton, Colorado.

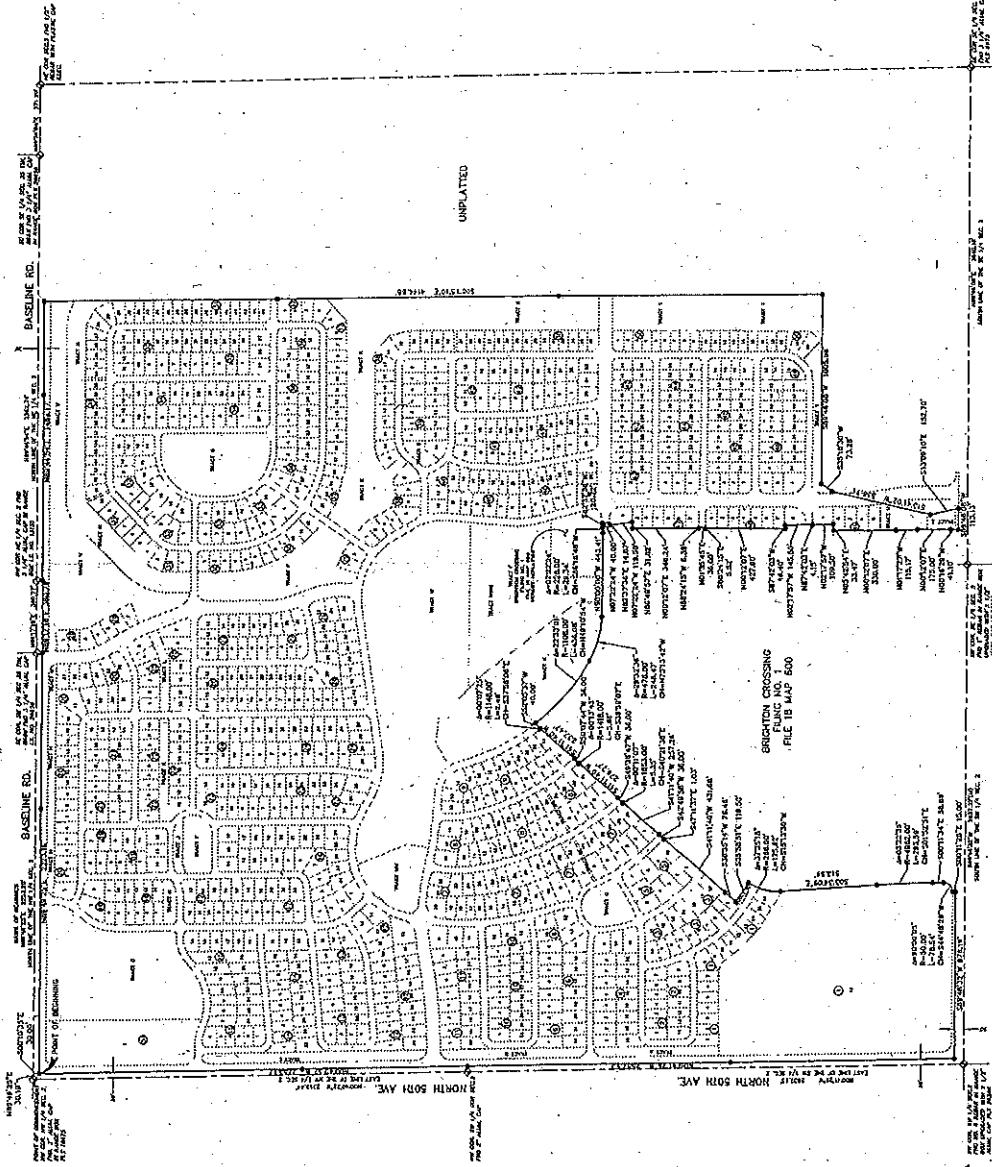




# BRIGHTON CROSSING FILING NO. 2

TRACT F, BRIGHTON CROSSING FILING NO. 1, AND A PART OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

FINAL PLAT  
SHEET 3 OF 48



GRAPHIC SCALE  
( IN FEET )  
1 INCH = 400 FT

ENGINEER/SURVEYOR



**Carroll & Lange**  
Professional Engineers & Land Surveyors  
1000 West 10th Avenue, Suite 1100  
Boulder, Colorado 80502  
303.440.1400

BRIGHTON CROSSING FILING NO. 2 FINAL PLAT JAN. 2017 PROPOSED P-14-02-02 REVISION: 11/07/02 SHEET 3 OF 48

EXHIBIT B-1

SCHEDULE OF IMPROVEMENTS

BRIGHTON CROSSING FILING NO. 2  
PUBLIC IMPROVEMENT REQUIREMENTS  
PHASING SUMMARY

<u>PHASE NUMBER</u>	<u>AMOUNT</u>
PHASE ONE	\$265,008.79
PHASE TWO	\$270,560.10
PHASE THREE	\$504,747.19
PHASE FOUR	\$443,926.81
PHASE FIVE	\$320,002.42
PHASE SIX	\$353,982.34
PHASE SEVEN	\$496,692.42
PHASE EIGHT	\$436,446.53
PHASE NINE	\$882,188.74
PHASE TEN	\$536,055.13
PHASE ELEVEN	\$755,760.08
PHASE TWELVE	\$317,920.99
PHASE THIRTEEN	\$373,779.12
PHASE FOURTEEN	\$218,621.87
PHASE FIFTEEN	\$524,680.54
PHASE SIXTEEN	\$524,484.00
PHASE SEVENTEEN	\$265,457.84
PHASE EIGHTEEN	\$422,797.64
PHASE NINETEEN	\$736,781.70

TOTAL: \$8,649,894.25

**BRIGHTON CROSSING FILING NO. 2  
PHASE ONE**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	51
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1332	L.F.	\$19.15	\$25,507.80
15" PVC	500	L.F.	\$30.25	\$15,125.00
4' DIA Sanitary Manhole	8	Each	\$1,750.00	\$14,000.00
Sewer Services	51	Each	\$843.00	\$42,993.00

<b>SUBTOTAL</b>	<b>\$97,625.80</b>
-----------------	--------------------

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1371	L.F.	\$16.25	\$22,278.75
8"-11 1/4 Degree Bend w/ K.B.	1	Each	\$266.00	\$266.00
8" Gate Valve	5	Each	\$711.00	\$3,555.00
12" Waterline	505	L.F.	\$25.00	\$12,625.00
12"-22 1/2 Degree Bend w/ K.B.	1	Each	\$481.00	\$481.00
12" Gate Valve	1	Each	\$1,343.00	\$1,343.00
12" Tee w/ K.B.	1	Each	\$400.00	\$400.00
12" x 8" Reducer w/ K.B.	1	Each	\$409.00	\$409.00
Water Service w/ Meter Pit	51	Each	\$327.00	\$16,677.00
Fire Hydrant Assembly	5	Each	\$2,737.00	\$13,685.00

<b>SUBTOTAL</b>	<b>\$71,719.75</b>
-----------------	--------------------

**STREET IMPROVEMENTS**

Subgrade Preparation	5821	S.Y.	\$1.85	\$10,768.85
Asphalt Pavement (Full depth- 8")	5821	S.Y.	\$2.01	\$11,700.21
6" Mountable curb & 2' gutter w/ 4.5' detached walk	3759	L.F.	\$15.62	\$58,715.58
8' Concrete Crosspan	655	S.F.	\$4.70	\$3,078.50
Signage	2	Each	\$300.00	\$600.00
Mid-Block Ramp	6	Each	\$450.00	\$2,700.00
Curb Return w/ Handicap Ramp- 25' Radius	2	Each	\$1,325.00	\$2,650.00
6" Concrete Walk	2946	S.F.	\$1.85	\$5,450.10

<b>SUBTOTAL</b>	<b>\$95,663.24</b>
-----------------	--------------------

<b>TOTAL</b>	<b>\$265,008.79</b>
--------------	---------------------

**BRIGHTON CROSSING FILING NO. 2  
PHASE TWO**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	61
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1382	L.F.	\$19.15	\$26,465.30
4' DIA Sanitary Manhole	10	Each	\$1,750.00	\$17,500.00
Sewer Services	31	Each	\$843.00	\$26,133.00

**SUBTOTAL**

\$70,098.30

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1665	L.F.	\$16.25	\$27,056.25
Water Service w/ Meter Pit	61	Each	\$327.00	\$19,947.00
8"-11 1/4 Degree Bend w/ K.B.	11	Each	\$266.00	\$2,926.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8" Cross	1	Each	\$459.00	\$459.00
Fire Hydrant Assembly	4	Each	\$2,737.00	\$10,948.00
8" Gate Valve	7	Each	\$711.00	\$4,977.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00

**SUBTOTAL**

\$67,209.25

**STREET IMPROVEMENTS**

Subgrade Preparation	8396	S.Y.	\$1.85	\$15,532.60
Asphalt Pavement (Full depth- 8")	8396	S.Y.	\$2.01	\$16,875.96
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5052	L.F.	\$15.62	\$78,908.49
8' Concrete Crossspan	1965	S.F.	\$4.70	\$9,235.50
Signage	4	Each	\$300.00	\$1,200.00
Mid-Block Ramp	2	Each	\$450.00	\$900.00
Curb Return w/ Handicap Ramp- 25' Radius	8	Each	\$1,325.00	\$10,600.00

**SUBTOTAL**

\$133,252.55

**TOTAL** \$270,560.10

**BRIGHTON CROSSING FILING NO. 2  
PHASE THREE**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	50
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	3255	L.F.	\$19.15	\$62,333.25
4" DIA Sanitary Manhole	19	Each	\$1,750.00	\$33,250.00
Sewer Services	60	Each	\$843.00	\$50,580.00

<b>SUBTOTAL</b>	<b>\$146,163.25</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2291	L.F.	\$16.25	\$37,228.75
8"-11 1/4 Degree Bend w/ K.B.	9	Each	\$266.00	\$2,394.00
8"-22 1/2 Degree Bend w/ K.B.	3	Each	\$266.00	\$798.00
8" Gate Valve	8	Each	\$711.00	\$5,688.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
12" Waterline	1136	L.F.	\$25.00	\$28,400.00
12" Gate Valve	3	Each	\$1,343.00	\$4,029.00
12" x 8" Reducer w/ K.B.	2	Each	\$409.00	\$818.00
12" Cross	1	Each	\$770.00	\$770.00
Water Service w/ Meter Pit	60	Each	\$327.00	\$19,620.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00

<b>SUBTOTAL</b>	<b>\$119,576.75</b>			
-----------------	---------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	949	L.F.	\$21.45	\$20,356.05
10" Gate Valve	2	Each	\$1,053.00	\$2,106.00
10" Plug w/ 2" B.O.	1	Each	\$351.00	\$351.00
10"-90 Degree Bend w/ K.B.	1	Each	\$420.00	\$420.00

<b>SUBTOTAL</b>	<b>\$23,233.05</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

15" RCP	61	L.F.	\$25.40	\$1,549.40
21" RCP	214	L.F.	\$30.15	\$6,452.10
10' Type 'R' Inlet	2	Each	\$3,950.00	\$7,900.00

<b>SUBTOTAL</b>	<b>\$15,901.50</b>			
-----------------	--------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	10791	S.Y.	\$1.85	\$19,963.35
Asphalt Pavement (Full depth- 8")	10791	S.Y.	\$2.01	\$21,689.91
6" Mountable curb & 2" gutter w/ 4.5' detached walk	5949	L.F.	\$15.62	\$92,923.38
8' Concrete Crosspan	1310	S.F.	\$4.70	\$6,157.00
Signage	18	Each	\$300.00	\$5,400.00
Curb Return w/ Handicap Ramp- 25' Radius	6	Each	\$1,325.00	\$7,950.00
12' Median (6" Mountable curb & 1' gutter)	668	L.F.	\$8.00	\$5,344.00

Round-A-Bout Construction	1	Each	\$40,000.00	\$40,000.00
10' Crusher Fine Trail	89	L.F.	\$5.00	\$445.00

<b>SUBTOTAL</b>				\$199,872.64
-----------------	--	--	--	--------------

<b>TOTAL</b>	\$504,747.19
--------------	--------------

**BRIGHTON CROSSING FILING NO. 2  
PHASE FOUR**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	71
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1869	L.F.	\$19.15	\$35,791.35
15" PVC	996	L.F.	\$30.25	\$30,129.00
4' DIA Sanitary Manhole	24	Each	\$1,750.00	\$42,000.00
Sewer Services	71	Each	\$843.00	\$59,853.00

**SUBTOTAL**

\$167,773.35

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2502	L.F.	\$16.25	\$40,657.50
8"-11 1/4 Degree Bend w/ K.B.	7	Each	\$266.00	\$1,862.00
8"-22 1/2 Degree Bend w/ K.B.	3	Each	\$266.00	\$798.00
8"-45 Degree Bend w/ K.B.	4	Each	\$280.00	\$1,120.00
8" Gate Valve	8	Each	\$711.00	\$5,688.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
12" Waterline	611	L.F.	\$25.00	\$15,275.00
12"-11 1/4 Degree Bend w/ K.B.	3	Each	\$481.00	\$1,443.00
12"-22 1/2 Degree Bend w/ K.B.	1	Each	\$481.00	\$481.00
12" Gate Valve	4	Each	\$1,343.00	\$5,372.00
12" Tee w/ K.B.	3	Each	\$400.00	\$1,200.00
12" x 8" Reducer w/ K.B.	1	Each	\$409.00	\$409.00
Water Service w/ Meter Pit	71	Each	\$327.00	\$23,217.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00

**SUBTOTAL**

\$117,017.50

**STREET IMPROVEMENTS**

Subgrade Preparation	9637	S.Y.	\$1.85	\$17,828.45
Asphalt Pavement (Full depth- 8")	9637	S.Y.	\$2.01	\$19,370.37
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5997	L.F.	\$15.62	\$93,673.14
8' Concrete Crossspan	2620	S.F.	\$4.70	\$12,314.00
Signage	6	Each	\$300.00	\$1,800.00
Mid-Block Ramp	2	Each	\$450.00	\$900.00
Curb Return w/ Handicap Ramp- 25' Radius	10	Each	\$1,325.00	\$13,250.00

**SUBTOTAL**

\$159,135.96

**TOTAL** \$448,926.81

**BRIGHTON CROSSING FILING NO. 2  
PHASE FIVE**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	57
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2389	L.F.	\$19.15	\$45,749.35
4' DIA Sanitary Manhole	16	Each	\$1,750.00	\$28,000.00
Sewer Services	47	Each	\$843.00	\$39,621.00

<b>SUBTOTAL</b>	<b>\$113,370.35</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2364	L.F.	\$16.25	\$38,415.00
8"-11 1/4 Degree Bend w/ K.B.	8	Each	\$266.00	\$2,128.00
8"-22 1/2 Degree Bend w/ K.B.	1	Each	\$266.00	\$266.00
8" Gate Valve	11	Each	\$711.00	\$7,821.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
8" Cross	1	Each	\$459.00	\$459.00
8"-45 Degree Bend w/ K.B.	4	Each	\$280.00	\$1,120.00
Water Service w/ Meter Pit	47	Each	\$327.00	\$15,369.00
Fire Hydrant Assembly	5	Each	\$2,737.00	\$13,685.00

<b>SUBTOTAL</b>	<b>\$79,935.00</b>			
-----------------	--------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	249	L.F.	\$21.45	\$5,341.05
---------------------	-----	------	---------	------------

<b>SUBTOTAL</b>	<b>\$5,341.05</b>			
-----------------	-------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	7542	S.Y.	\$1.85	\$13,952.70
Asphalt Pavement (Full depth- 8")	7542	S.Y.	\$2.01	\$15,159.42
6" Mountable curb & 2' gutter w/ 4.5' detached walk.	4395	L.F.	\$15.62	\$68,649.90
8' Concrete Crosspan	2620	S.F.	\$4.70	\$12,314.00
Signage	4	Each	\$300.00	\$1,200.00
Curb Return w/ Handicap Ramp- 25' Radius	6	Each	\$1,325.00	\$7,950.00
Mid-Block Ramp	2	Each	\$450.00	\$900.00
10' Crusher Fine Trail	246	L.F.	\$5.00	\$1,230.00

<b>SUBTOTAL</b>	<b>\$121,356.02</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$320,002.42</b>			
--------------	---------------------	--	--	--



**BRIGHTON CROSSING FILING NO. 2  
PHASE SIX**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	51
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2540	L.F.	\$19.15	\$48,641.00
4' DIA Sanitary Manhole	15	Each	\$1,750.00	\$26,250.00
Sewer Services	51	Each	\$843.00	\$42,993.00

**SUBTOTAL**

\$117,884.00

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2546	L.F.	\$16.25	\$41,372.50
8"-11 1/4 Degree Bend w/ K.B.	13	Each	\$266.00	\$3,458.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8" Gate Valve	11	Each	\$711.00	\$7,821.00
8" Tee w/ K.B.	3	Each	\$336.00	\$1,008.00
12" x 8" Reducer w/ K.B.	1	Each	\$409.00	\$409.00
Water Service w/ Meter Pit	51	Each	\$327.00	\$16,677.00
Fire Hydrant Assembly	6	Each	\$2,737.00	\$16,422.00

**SUBTOTAL**

\$87,727.50

**STORM SEWER SYSTEM IMPROVMENTS**

24" RCP	54	L.F.	\$33.25	\$1,795.50
24" FES	1	Each	\$513.00	\$513.00
15' Type 'R' Inlet	2	Each	\$5,100.00	\$10,200.00

**SUBTOTAL**

\$12,508.50

**STREET IMPROVEMENTS**

Subgrade Preparation	8233	S.Y.	\$1.85	\$15,231.05
Asphalt Pavement (Full depth- 8")	8233	S.Y.	\$2.01	\$16,548.33
6" Mountable curb & 2' gutter w/ 4.5' detached walk	4958	L.F.	\$15.62	\$77,443.96
8' Concrete Crossspan	2620	S.F.	\$4.70	\$12,314.00
Signage	5	Each	\$300.00	\$1,500.00
Curb Return w/ Handicap Ramp- 25' Radius	9	Each	\$1,325.00	\$11,925.00
Mid-Block Ramp	2	Each	\$450.00	\$900.00

**SUBTOTAL**

\$135,862.34

**TOTAL** \$353,982.34

**BRIGHTON CROSSING FILING NO. 2  
PHASE SEVEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	50
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2653	L.F.	\$19.15	\$50,804.95
4' DIA Sanitary Manhole	14	Each	\$1,750.00	\$24,500.00
Sewer Services	50	Each	\$843.00	\$42,150.00

<b>SUBTOTAL</b>	<b>\$117,454.95</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	3180	L.F.	\$16.25	\$51,675.00
8"-11 1/4 Degree Bend w/ K.B.	6	Each	\$266.00	\$1,596.00
8"-22 1/2 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8"-45 Degree Bend w/ K.B.	4	Each	\$280.00	\$1,120.00
8"-90 Degree Bend w/ K.B.	1	Each	\$291.00	\$291.00
8" Gate Valve	12	Each	\$711.00	\$8,532.00
8" Tee w/ K.B.	3	Each	\$336.00	\$1,008.00
8" x 6" Reducer w/ K.B.	3	Each	\$256.00	\$768.00
Water Service w/ Meter Pit	50	Each	\$327.00	\$16,350.00
Fire Hydrant Assembly	9	Each	\$2,737.00	\$24,633.00

<b>SUBTOTAL</b>	<b>\$106,505.00</b>			
-----------------	---------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

72" RCP	100	L.F.	\$155.40	\$15,540.00
72" FES	1	Each	\$2,544.00	\$2,544.00
4' Trickle Channel	1017	L.F.	\$17.00	\$17,289.00
6'x4' Box Culvert	95	L.F.	\$500.00	\$47,500.00
7'x3' Box Culvert	74	L.F.	\$400.00	\$29,600.00
Rip Rap Type 'M'	147	C.Y.	\$50.45	\$7,416.15

<b>SUBTOTAL</b>	<b>\$119,889.15</b>			
-----------------	---------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	9350	S.Y.	\$1.85	\$17,297.50
Asphalt Pavement (Full depth- 8")	9350	S.Y.	\$2.01	\$18,793.50
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5936	L.F.	\$15.62	\$92,720.32
8' Concrete Crossspan	1310	S.F.	\$4.70	\$6,157.00
Signage	8	Each	\$300.00	\$2,400.00
Curb Return w/ Handicap Ramp- 25' Radius	11	Each	\$1,325.00	\$14,575.00
Mid-Block Ramp	2	Each	\$450.00	\$900.00

<b>SUBTOTAL</b>	<b>\$152,843.32</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$496,692.42</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE EIGHT**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	70
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1508	L.F.	\$19.15	\$28,878.20
10" PVC	1335	L.F.	\$22.15	\$29,570.25
4' DIA Sanitary Manhole	17	Each	\$1,750.00	\$29,750.00
Sewer Services	70	Each	\$843.00	\$59,010.00

<b>SUBTOTAL</b>	<b>\$147,208.45</b>
-----------------	---------------------

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2447	L.F.	\$16.25	\$39,763.75
8"-11 1/4 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8"-90 Degree Bend w/ K.B.	1	Each	\$291.00	\$291.00
8" Gate Valve	11	Each	\$711.00	\$7,821.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
8" Cross	1	Each	\$459.00	\$459.00
12" Waterline	547	L.F.	\$25.00	\$13,675.00
12"-11 1/4 Degree Bend w/ K.B.	4	Each	\$481.00	\$1,924.00
12" Gate Valve	1	Each	\$1,343.00	\$1,343.00
12" x 8" Tee w/ K.B.	1	Each	\$593.00	\$593.00
Water Service w/ Meter Pit	70	Each	\$327.00	\$22,890.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00

<b>SUBTOTAL</b>	<b>\$109,846.75</b>
-----------------	---------------------

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	561	L.F.	\$21.45	\$12,033.45
10" Plug w/ K.B.	1	Each	\$150.00	\$150.00
10" Gate Valve	1	Each	\$1,053.00	\$1,053.00

<b>SUBTOTAL</b>	<b>\$13,236.45</b>
-----------------	--------------------

**STREET IMPROVEMENTS**

Subgrade Preparation	10422	S.Y.	\$1.85	\$19,280.70
Asphalt Pavement (Full depth- 8")	10422	S.Y.	\$2.01	\$20,948.22
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5633	L.F.	\$15.62	\$87,987.46
8' Concrete Crosspan	3275	S.F.	\$4.70	\$15,392.50
Signage	7	Each	\$300.00	\$2,100.00
Curb Return w/ Handicap Ramp- 25' Radius	12	Each	\$1,325.00	\$15,900.00
Mid-Block Ramp	3	Each	\$450.00	\$1,350.00
12' Median (6" Mountable curb & 1' gutter)	462	L.F.	\$8.00	\$3,696.00

<b>SUBTOTAL</b>	<b>\$166,654.88</b>
-----------------	---------------------

<b>TOTAL</b>	<b>\$436,446.53</b>
--------------	---------------------

**BRIGHTON CROSSING FILING NO. 2  
PHASE NINE**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	88
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	4146	L.F.	\$19.15	\$79,395.90
10" PVC	277	L.F.	\$22.15	\$6,135.55
12" PVC	50	L.F.	\$24.60	\$1,230.00
4' DIA Sanitary Manhole	22	Each	\$1,750.00	\$38,500.00
Sewer Services	88	Each	\$843.00	\$74,184.00

**SUBTOTAL**

\$199,445.45

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	4543	L.F.	\$16.25	\$73,823.75
8"-11 1/4 Degree Bend w/ K.B.	7	Each	\$266.00	\$1,862.00
8"-22 1/2 Degree Bend w/ K.B.	1	Each	\$266.00	\$266.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8" Gate Valve	16	Each	\$711.00	\$11,376.00
8" Tee w/ K.B.	4	Each	\$336.00	\$1,344.00
8" Cross	1	Each	\$459.00	\$459.00
12" Waterline	289	L.F.	\$25.00	\$7,225.00
12"-11 1/4 Degree Bend w/ K.B.	1	Each	\$481.00	\$481.00
12" Gate Valve	1	Each	\$1,343.00	\$1,343.00
12" Cross	1	Each	\$770.00	\$770.00
12" x 8" Reducer w/ K.B.	2	Each	\$409.00	\$818.00
Water Service w/ Meter Pit	88	Each	\$327.00	\$28,776.00
Fire Hydrant Assembly	11	Each	\$2,737.00	\$30,107.00

**SUBTOTAL**

\$159,210.75

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	2008	L.F.	\$21.45	\$43,071.60
10" Tee w/ K.B.	1	Each	\$482.00	\$482.00
10" Gate Valve	4	Each	\$1,053.00	\$4,212.00

**SUBTOTAL**

\$47,765.60

**STORM SEWER SYSTEM IMPROVEMENTS**

18" RCP	222	L.F.	\$26.95	\$5,982.90
24" RCP	154	L.F.	\$33.25	\$5,120.50
30" RCP	75	L.F.	\$42.05	\$3,153.75
36" RCP	340	L.F.	\$53.10	\$18,054.00
30" FES	1	Each	\$612.00	\$612.00
5' Type 'R' Inlet	2	Each	\$2,800.00	\$5,600.00
10' Type 'R' Inlet	1	Each	\$3,950.00	\$3,950.00
15' Type 'R' Inlet	4	Each	\$5,100.00	\$20,400.00
4' DIA Manhole	2	Each	\$1,600.00	\$3,200.00
6'x4' Box Culvert	225	L.F.	\$500.00	\$112,500.00

Rip Rap Type 'M'	155	C.Y.	\$50.45	\$7,819.75
4' Trickle Channel	350	L.F.	\$17.00	\$5,950.00

**SUBTOTAL** \$192,042.90

**STREET IMPROVEMENTS**

Subgrade Preparation	15370	S.Y.	\$1.85	\$28,434.50
Asphalt Pavement (Full depth- 8")	15370	S.Y.	\$2.01	\$30,893.70
6" Mountable curb & 2' gutter w/ 4.5' detached walk	8517	L.F.	\$15.62	\$133,035.54
8' Concrete Crossspan	1965	S.F.	\$4.70	\$9,235.50
Signage	20	Each	\$300.00	\$6,000.00
Curb Return w/ Handicap Ramp- 25' Radius	12	Each	\$1,325.00	\$15,900.00
Mid-Block Ramp	6	Each	\$450.00	\$2,700.00
12' Median (6" Mountable curb & 1' gutter)	873	L.F.	\$8.00	\$6,984.00
Round-A-Bout Construction	1	Each	\$40,000.00	\$40,000.00
10' Crusher Fine Trail	876	L.F.	\$5.00	\$4,380.00
6' Concrete Walk	3168	S.F.	\$1.85	\$5,860.80

**SUBTOTAL** \$283,424.04

**TOTAL** \$882,188.74

**BRIGHTON CROSSING FILING NO. 2  
PHASE TEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	60
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2747	L.F.	\$19.15	\$52,605.05
4' DIA Sanitary Manhole	15	Each	\$1,750.00	\$26,250.00
Sewer Services	60	Each	\$843.00	\$50,580.00

**SUBTOTAL**

**\$129,435.05**

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	3119	L.F.	\$16.25	\$50,683.75
8"-11 1/4 Degree Bend w/ K.B.	6	Each	\$266.00	\$1,596.00
8"-22 1/2 Degree Bend w/ K.B.	3	Each	\$266.00	\$798.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8"-90 Degree Bend w/ K.B.	3	Each	\$291.00	\$873.00
8" Gate Valve	9	Each	\$711.00	\$6,399.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
8" x 6" Reducer w/ K.B.	1	Each	\$256.00	\$256.00
Water Service w/ Meter Pit	60	Each	\$327.00	\$19,620.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00

**SUBTOTAL**

**\$100,616.75**

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	733	L.F.	\$21.45	\$15,722.85
10" Gate Valve	1	Each	\$1,053.00	\$1,053.00
Air Release Valve	1	Each	\$5,000.00	\$5,000.00

**SUBTOTAL**

**\$21,775.85**

**STORM SEWER SYSTEM IMPROVMENTS**

24" RCP	744	L.F.	\$33.25	\$24,738.00
27" RCP	213	L.F.	\$39.35	\$8,381.55
36" RCP	78	L.F.	\$53.10	\$4,141.80
10' Type 'R' Inlet	2	Each	\$3,950.00	\$7,900.00
15' Type 'R' Inlet	2	Each	\$5,100.00	\$10,200.00
Box Base Manhole	1	Each	\$5,650.00	\$5,650.00
4' DIA Manhole	4	Each	\$1,600.00	\$6,400.00
5' DIA Manhole	1	Each	\$1,750.00	\$1,750.00
6'x5' Box Culvert	70	L.F.	\$600.00	\$42,000.00
Rip Rap Type 'M'	85	C.Y.	\$50.45	\$4,288.25
4' Trickle Channel	466	L.F.	\$17.00	\$7,922.00

**SUBTOTAL**

**\$123,371.60**

**STREET IMPROVEMENTS**

Subgrade Preparation	10023	S.Y.	\$1.85	\$18,542.55
Asphalt Pavement (Full depth- 8")	10023	S.Y.	\$2.01	\$20,146.23
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5865	L.F.	\$15.62	\$91,611.30
8' Concrete Crossspan	1310	S.F.	\$4.70	\$6,157.00
Signage	5	Each	\$300.00	\$1,500.00
Curb Return w/ Handicap Ramp- 25' Radius	10	Each	\$1,325.00	\$13,250.00
Mid-Block Ramp	3	Each	\$450.00	\$1,350.00
10' Crusher Fine Trail	754	L.F.	\$5.00	\$3,770.00
6' Concrete Walk	2448	S.F.	\$1.85	\$4,528.80

**SUBTOTAL**

**\$160,855.88**

**TOTAL \$536,055.13**

**BRIGHTON CROSSING FILING NO. 2  
PHASE ELEVEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	46
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1776	L.F.	\$19.15	\$34,010.40
12" PVC	686	L.F.	\$24.60	\$16,875.60
4' DIA Sanitary Manhole	19	Each	\$1,750.00	\$33,250.00
Sewer Services	46	Each	\$843.00	\$38,778.00

<b>SUBTOTAL</b>	<b>\$122,914.00</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1560	L.F.	\$16.25	\$25,350.00
8"-11 1/4 Degree Bend w/ K.B.	13	Each	\$266.00	\$3,458.00
8" Gate Valve	5	Each	\$711.00	\$3,555.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
12" Waterline	1046	L.F.	\$25.00	\$26,150.00
12" x 8" Reducer w/ K.B.	2	Each	\$409.00	\$818.00
12" Gate Valve	5	Each	\$1,343.00	\$6,715.00
12" Tee w/ K.B.	2	Each	\$400.00	\$800.00
12" Cross	1	Each	\$770.00	\$770.00
12"-11 1/4 Degree Bend w/ K.B.	4	Each	\$481.00	\$1,924.00
Water Service w/ Meter Pit	46	Each	\$327.00	\$15,042.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00

<b>SUBTOTAL</b>	<b>\$104,077.00</b>			
-----------------	---------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	198	L.F.	\$21.45	\$4,247.10
---------------------	-----	------	---------	------------

<b>SUBTOTAL</b>	<b>\$4,247.10</b>			
-----------------	-------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

36" RCP	98	L.F.	\$53.10	\$5,203.80
36" FES	2	Each	\$794.00	\$1,588.00
12'x7' Box Culvert	210	L.F.	\$1,600.00	\$336,000.00
4' Trickle Channel	327	L.F.	\$17.00	\$5,559.00
6' Trickle Channel	1124	L.F.	\$25.00	\$28,100.00

<b>SUBTOTAL</b>	<b>\$376,450.80</b>			
-----------------	---------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	8048	S.Y.	\$1.85	\$14,888.80
Asphalt Pavement (Full depth- 8")	8048	S.Y.	\$2.01	\$16,176.48
6" Mountable curb & 2' gutter w/ 4.5' detached walk	4825	L.F.	\$15.62	\$75,366.50
8' Concrete Crossspan	2620	S.F.	\$4.70	\$12,314.00



4' Concrete Walk	984	S.F.	\$1.85	\$1,820.40
Curb Return w/ Handicap Ramp- 25' Radius	12	Each	\$1,325.00	\$15,900.00
Mid-Block Ramp	6	Each	\$450.00	\$2,700.00
10' Crusher Fine Trail	1361	L.F.	\$5.00	\$6,805.00
Signage	7	Each	\$300.00	\$2,100.00

**SUBTOTAL**

**\$148,071.18**

**TOTAL: \$755,760.08**

**BRIGHTON CROSSING FILING NO. 2  
PHASE TWELVE**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	56
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1743	L.F.	\$19.15	\$33,378.45
12" PVC	525	L.F.	\$24.60	\$12,915.00
15" PVC	150	L.F.	\$30.25	\$4,537.50
4' DIA Sanitary Manhole	8	Each	\$1,750.00	\$14,000.00
Sewer Services	56	Each	\$843.00	\$47,208.00

<b>SUBTOTAL</b>	<b>\$112,038.95</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2384	L.F.	\$16.25	\$38,740.00
8"-45 Degree Bend w/ K.B.	2	Each	\$280.00	\$560.00
8" Gate Valve	6	Each	\$711.00	\$4,266.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
8" Cross	1	Each	\$459.00	\$459.00
8" Plug w/ B.O.	1	Each	\$123.00	\$123.00
Water Service w/ Meter Pit	56	Each	\$327.00	\$18,312.00
Fire Hydrant Assembly	4	Each	\$2,737.00	\$10,948.00

<b>SUBTOTAL</b>	<b>\$73,744.00</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

4' Trickle Channel	403	L.F.	\$17.00	\$6,851.00
--------------------	-----	------	---------	------------

<b>SUBTOTAL</b>	<b>\$6,851.00</b>			
-----------------	-------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	7375	S.Y.	\$1.85	\$13,643.75
Asphalt Pavement (Full depth- 8")	7375	S.Y.	\$2.01	\$14,823.75
6" Mountable curb & 2' gutter-w/ 4.5' detached walk	4517	L.F.	\$15.62	\$70,555.54
8' Concrete Crossspan	2620	S.F.	\$4.70	\$12,314.00
Curb Return w/ Handicap Ramp- 25' Radius	7	Each	\$1,325.00	\$9,275.00
Mid-Block Ramp	1	Each	\$450.00	\$450.00
10' Crusher Fine Trail	545	L.F.	\$5.00	\$2,725.00
Signage	5	Each	\$300.00	\$1,500.00

<b>SUBTOTAL</b>	<b>\$125,287.04</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$317,920.99</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE THIRTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	48
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1864	L.F.	\$19.15	\$35,695.60
12" PVC	540	L.F.	\$24.60	\$13,284.00
4' DIA Sanitary Manhole	14	Each	\$1,750.00	\$24,500.00
Sewer Services	48	Each	\$843.00	\$40,464.00

<b>SUBTOTAL</b>	<b>\$113,943.60</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1916	L.F.	\$16.25	\$31,135.00
8"-11 1/4 Degree Bend w/ K.B.	5	Each	\$266.00	\$1,330.00
8"-22 1/2 Degree Bend w/ K.B.	5	Each	\$266.00	\$1,330.00
8" Gate Valve	7	Each	\$711.00	\$4,977.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
12" Waterline	517	L.F.	\$25.00	\$12,925.00
12" Gate Valve	4	Each	\$1,343.00	\$5,372.00
12" Tee w/ K.B.	1	Each	\$400.00	\$400.00
12" Cross	1	Each	\$770.00	\$770.00
12" x 8" Reducer w/ K.B.	3	Each	\$409.00	\$1,227.00
Water Service w/ Meter Pit	48	Each	\$327.00	\$15,696.00
Fire Hydrant Assembly	4	Each	\$2,737.00	\$10,948.00

<b>SUBTOTAL</b>	<b>\$86,782.00</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

48" RCP	72	L.F.	\$75.70	\$5,450.40
48" FES	2	Each	\$1,047.00	\$2,094.00
10" PVC	18	L.F.	\$22.15	\$398.70
Rip Rap Type 'M'	188	C.Y.	\$50.45	\$9,484.60
3' Trickle Channel	297	L.F.	\$14.00	\$4,158.00
Type 'C' Inlet	1	Each	\$2,025.00	\$2,025.00

<b>SUBTOTAL</b>	<b>\$29,610.70</b>			
-----------------	--------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	7106	S.Y.	\$1.85	\$13,146.10
Asphalt Pavement (Full depth- 8")	7106	S.Y.	\$2.01	\$14,283.06
6" Mountable curb & 2' gutter w/ 4.5' detached walk	4358	L.F.	\$15.62	\$68,071.96
8' Concrete Crossspan	1965	S.F.	\$4.70	\$9,235.50
Curb Return w/ Handicap Ramp- 25' Radius	8	Each	\$1,325.00	\$10,600.00
Mid-Block Ramp	3	Each	\$450.00	\$1,350.00
10' Crusher Fine Trail	1391	L.F.	\$5.00	\$6,955.00
Signage	3	Each	\$300.00	\$900.00
4' Concrete Walk	552	S.F.	\$1.85	\$1,021.20
Retaining Wall	1194	S.F.	\$20.00	\$23,880.00

<b>SUBTOTAL</b>	<b>\$149,442.82</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$373,779.12</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE FOURTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	48
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1507	L.F.	\$19.15	\$28,859.05
4' DIA Sanitary Manhole	6	Each	\$1,750.00	\$10,500.00
Sewer Services	48	Each	\$843.00	\$40,464.00

<b>SUBTOTAL</b>	<b>\$79,823.05</b>			
-----------------	--------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1642	L.F.	\$16.25	\$26,682.50
8"-22 1/2 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8"-45 Degree Bend w/ K.B.	1	Each	\$280.00	\$280.00
8" Gate Valve	8	Each	\$711.00	\$5,688.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
Water Service w/ Meter Pit	48	Each	\$327.00	\$15,696.00
Fire Hydrant Assembly	5	Each	\$2,737.00	\$13,685.00

<b>SUBTOTAL</b>	<b>\$62,899.50</b>			
-----------------	--------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	5140	S.Y.	\$1.85	\$9,509.00
Asphalt Pavement (Full depth- 8")	5140	S.Y.	\$2.01	\$10,331.40
6" Mountable curb & 2' gutter w/ 4.5' detached walk	3266	L.F.	\$15.62	\$51,014.92
Curb Return w/ Handicap Ramp- 25' Radius	1	Each	\$1,325.00	\$1,325.00
Mid-Block Ramp	1	Each	\$450.00	\$450.00
10' Crusher Fine Trail	431	L.F.	\$5.00	\$2,155.00
Signage	1	Each	\$300.00	\$300.00
4' Concrete Walk	440	S.F.	\$1.85	\$814.00

<b>SUBTOTAL</b>	<b>\$75,899.32</b>			
-----------------	--------------------	--	--	--

<b>TOTAL</b>	<b>\$218,621.87</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE FIFTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	50
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2939	L.F.	\$19.15	\$56,281.85
4' DIA Sanitary Manhole	24	Each	\$1,750.00	\$42,000.00
Sewer Services	50	Each	\$843.00	\$42,150.00

<b>SUBTOTAL</b>	<b>\$140,431.85</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1591	L.F.	\$16.25	\$25,853.75
8"-11 1/4 Degree Bend w/ K.B.	7	Each	\$266.00	\$1,862.00
8"-22 1/2 Degree Bend w/ K.B.	6	Each	\$266.00	\$1,596.00
8" Gate Valve	8	Each	\$711.00	\$5,688.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
Water Service w/ Meter Pit	50	Each	\$327.00	\$16,350.00
Fire Hydrant Assembly	7	Each	\$2,737.00	\$19,159.00
12" Waterline	1615	L.F.	\$25.00	\$40,375.00
12"-11 1/4 Degree Bend w/ K.B.	5	Each	\$481.00	\$2,405.00
12"-22 1/2 Degree Bend w/ K.B.	1	Each	\$481.00	\$481.00
12" Gate Valve	7	Each	\$1,343.00	\$9,401.00
12" Tee w/ K.B.	2	Each	\$400.00	\$800.00
16" Waterline	10	L.F.	\$50.00	\$500.00
16" Gate Valve	1	Each	\$850.00	\$850.00
16" Tee w/ K.B.	1	Each	\$1,439.00	\$1,439.00
16" x 12" Reducer w/ K.B.	1	Each	\$929.00	\$929.00

<b>SUBTOTAL</b>	<b>\$128,360.75</b>			
-----------------	---------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	1623	L.F.	\$21.45	\$34,813.35
10"-11 1/4 Degree Bend w/ K.B.	1	Each	\$380.00	\$380.00
10" Gate Valve	4	Each	\$1,053.00	\$4,212.00
10" Tee w/ K.B.	1	Each	\$482.00	\$482.00
Air Release Valve	1	Each	\$5,000.00	\$5,000.00

<b>SUBTOTAL</b>	<b>\$44,887.35</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVMENTS**

30" RCP	51	L.F.	\$42.05	\$2,144.55
30" FES	1	Each	\$612.00	\$612.00
10' Type 'R' Inlet	2	Each	\$3,950.00	\$7,900.00
6' Trickle Channel	88	L.F.	\$25.00	\$2,200.00

<b>SUBTOTAL</b>	<b>\$12,856.55</b>			
-----------------	--------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	10270	S.Y.	\$1.85	\$18,999.50
Asphalt Pavement (Full depth- 8")	10270	S.Y.	\$2.01	\$20,642.70
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5747	L.F.	\$15.62	\$89,768.14
Curb Return w/ Handicap Ramp- 25' Radius	8	Each	\$1,325.00	\$10,600.00

Mid-Block Ramp	4	Each	\$450.00	\$1,800.00
8' Concrete Crossspan	1965	S.F.	\$4.70	\$9,235.50
Signage	18	Each	\$300.00	\$5,400.00
4' Concrete Walk	412	S.F.	\$1.85	\$762.20
Round-A-Bout Construction	1	Each	\$40,000.00	\$40,000.00
12' Median (6" Mountable curb & 1' gutter)	117	L.F.	\$8.00	\$936.00

SUBTOTAL

\$198,444.04

TOTAL \$524,680.54

**BRIGHTON CROSSING FILING NO. 2  
PHASE SIXTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	40
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1336	L.F.	\$19.15	\$25,584.40
4' DIA Sanitary Manhole	3	Each	\$1,750.00	\$5,250.00
Sewer Services	40	Each	\$843.00	\$33,720.00

<b>SUBTOTAL</b>	<b>\$64,554.40</b>			
-----------------	--------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1052	L.F.	\$16.25	\$17,095.00
8"-11 1/4 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8" Gate Valve	4	Each	\$711.00	\$2,844.00
12" Waterline	732	L.F.	\$25.00	\$18,300.00
12" Cross	1	Each	\$770.00	\$770.00
12" Tee w/ K.B.	1	Each	\$400.00	\$400.00
12" Gate Valve	2	Each	\$1,343.00	\$2,686.00
12" Plug w/ K.B.	1	Each	\$396.00	\$396.00
12" x 8" Reducer w/ K.B.	2	Each	\$409.00	\$818.00
Water Service w/ Meter Pit	40	Each	\$327.00	\$13,080.00
Fire Hydrant Assembly	4	Each	\$2,737.00	\$10,948.00

<b>SUBTOTAL</b>	<b>\$67,869.00</b>			
-----------------	--------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	732	L.F.	\$21.45	\$15,701.40
10" Plug w/ K.B.	1	Each	\$150.00	\$150.00
10" Gate Valve	1	Each	\$1,053.00	\$1,053.00

<b>SUBTOTAL</b>	<b>\$16,904.40</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVMENTS**

12'x7' Box Culvert	171	L.F.	\$1,600.00	\$273,600.00
--------------------	-----	------	------------	--------------

<b>SUBTOTAL</b>	<b>\$273,600.00</b>			
-----------------	---------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	6880	S.Y.	\$1.85	\$12,728.00
Asphalt Pavement (Full depth- 8")	6880	S.Y.	\$2.01	\$13,828.80
6" Mountable curb & 2' gutter w/ 4.5' detached walk	3320	L.F.	\$15.62	\$51,858.40
Curb Return w/ Handicap Ramp- 25' Radius	6	Each	\$1,325.00	\$7,950.00
Mid-Block Ramp	1	Each	\$450.00	\$450.00
10' Crusher Fine Trail	504	L.F.	\$5.00	\$2,520.00
Signage	4	Each	\$300.00	\$1,200.00
8' Concrete Crosspan	1310	S.F.	\$4.70	\$6,157.00
12' Median (6" Mountable curb & 1' gutter)	608	L.F.	\$8.00	\$4,864.00

<b>SUBTOTAL</b>	<b>\$101,556.20</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$524,484.00</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE SEVENTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	55
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1861	L.F.	\$19.15	\$35,638.15
4' DIA Sanitary Manhole	5	Each	\$1,750.00	\$8,750.00
Sewer Services	55	Each	\$843.00	\$46,365.00

<b>SUBTOTAL</b>	<b>\$90,753.15</b>			
-----------------	--------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1921	L.F.	\$16.25	\$31,216.25
8"-22 1/2 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8"-45 Degree Bend w/ K.B.	1	Each	\$280.00	\$280.00
8" Gate Valve	6	Each	\$711.00	\$4,266.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
Water Service w/ Meter Pit	55	Each	\$327.00	\$17,985.00
Fire Hydrant Assembly	3	Each	\$2,737.00	\$8,211.00

<b>SUBTOTAL</b>	<b>\$63,162.25</b>			
-----------------	--------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	1864	S.Y.	\$1.85	\$3,448.40
Asphalt Pavement (Full depth- 8")	1864	S.Y.	\$2.01	\$3,746.64
6" Mountable curb & 2' gutter w/ 4.5' detached walk	3620	L.F.	\$15.62	\$56,544.40
Curb Return w/ Handicap Ramp- 25' Radius	5	Each	\$1,325.00	\$6,625.00
Mid-Block Ramp	3	Each	\$450.00	\$1,350.00
10' Crusher Fine Trail	802	L.F.	\$5.00	\$4,010.00
Signage	2	Each	\$300.00	\$600.00
4' Concrete Walk	660	S.F.	\$1.85	\$1,221.00
Retaining Wall	1392	S.F.	\$20.00	\$27,840.00
8' Concrete Crosspan	1310	S.F.	\$4.70	\$6,157.00

<b>SUBTOTAL</b>	<b>\$111,542.44</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$265,457.84</b>			
--------------	---------------------	--	--	--



**BRIGHTON CROSSING FILING NO. 2  
PHASE EIGHTEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	72
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	2100	L.F.	\$19.15	\$40,215.00
4' DIA Sanitary Manhole	6	Each	\$1,750.00	\$10,500.00
Sewer Services	72	Each	\$843.00	\$60,696.00

<b>SUBTOTAL</b>	<b>\$111,411.00</b>			
-----------------	---------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	2056	L.F.	\$16.25	\$33,410.00
8" Gate Valve	10	Each	\$711.00	\$7,110.00
8" Tee w/ K.B.	2	Each	\$336.00	\$672.00
Water Service w/ Meter Pit	72	Each	\$327.00	\$23,544.00
Fire Hydrant Assembly	6	Each	\$2,737.00	\$16,422.00
16" Waterline	626	L.F.	\$50.00	\$31,300.00
16" Gate Valve	2	Each	\$850.00	\$1,700.00
16"-11 1/4 Degree Bend w/ K.B.	1	Each	\$1,077.00	\$1,077.00
16" x 8" Tee w/ K.B.	2	Each	\$900.00	\$1,800.00

<b>SUBTOTAL</b>	<b>\$117,035.00</b>			
-----------------	---------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	646	L.F.	\$21.45	\$13,856.70
10"-45 Degree Bend w/ K.B.	2	Each	\$387.00	\$774.00

<b>SUBTOTAL</b>	<b>\$14,630.70</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

18" RCP	200	L.F.	\$26.95	\$5,390.00
4' DIA Manhole	1	Each	\$1,600.00	\$1,600.00

<b>SUBTOTAL</b>	<b>\$6,990.00</b>			
-----------------	-------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	9414	S.Y.	\$1.85	\$17,415.90
Asphalt Pavement (Full depth- 8")	9414	S.Y.	\$2.01	\$18,922.14
6" Mountable curb & 2' gutter w/ 4.5' detached walk	5010	L.F.	\$15.62	\$78,256.20
Curb Return w/ Handicap Ramp- 25' Radius	10	Each	\$1,325.00	\$13,250.00
Mid-Block Ramp	3	Each	\$450.00	\$1,350.00
10' Crusher Fine Trail	512	L.F.	\$5.00	\$2,560.00
Signage	5	Each	\$300.00	\$1,500.00
4' Concrete Walk	692	S.F.	\$1.85	\$1,280.20
12' Median (6" Mountable curb & 1' gutter)	308	L.F.	\$8.00	\$2,464.00
8' Concrete Crosspan	3275	S.F.	\$4.70	\$15,392.50
Retaining Wall	1017	S.F.	\$20.00	\$20,340.00

<b>SUBTOTAL</b>	<b>\$172,730.94</b>			
-----------------	---------------------	--	--	--

<b>TOTAL</b>	<b>\$422,797.64</b>			
--------------	---------------------	--	--	--

**BRIGHTON CROSSING FILING NO. 2  
PHASE NINETEEN**

ITEM DESCRIPTION	EST. QUANTITY	UNIT	EST. UNIT COST	SUBTOTAL
------------------	---------------	------	----------------	----------

**TOTAL LOTS IN PHASE**

Lots	56
------	----

**SANITARY SEWER SYSTEM IMPROVEMENT**

8" PVC	1819	L.F.	\$19.15	\$34,833.85
4' DIA Sanitary Manhole	6	Each	\$1,750.00	\$10,500.00
Sewer Services	56	Each	\$843.00	\$47,208.00

<b>SUBTOTAL</b>	<b>\$92,541.85</b>			
-----------------	--------------------	--	--	--

**WATER SYSTEM IMPROVEMENTS**

8" Waterline	1890	L.F.	\$16.25	\$30,712.50
8"-11 1/4 Degree Bend w/ K.B.	2	Each	\$266.00	\$532.00
8"-22 1/2 Degree Bend w/ K.B.	3	Each	\$266.00	\$798.00
8" Gate Valve	8	Each	\$711.00	\$5,688.00
8" Tee w/ K.B.	1	Each	\$336.00	\$336.00
16" Waterline	1148	L.F.	\$50.00	\$57,400.00
16" Gate Valve	4	Each	\$850.00	\$3,400.00
16" x 8" Tee w/ K.B.	2	Each	\$900.00	\$1,800.00
Water Service w/ Meter Pit	56	Each	\$327.00	\$18,312.00
Fire Hydrant Assembly	8	Each	\$2,737.00	\$21,896.00

<b>SUBTOTAL</b>	<b>\$140,874.50</b>			
-----------------	---------------------	--	--	--

**IRRIGATION SYSTEM IMPROVEMENTS**

10" Irrigation Line	1155	L.F.	\$21.45	\$24,774.75
10" Gate Valve	2	Each	\$1,053.00	\$2,106.00
10"-45 Degree Bend w/ K.B.	2	Each	\$387.00	\$774.00
10" Plug w/ K.B.	1	Each	\$150.00	\$150.00

<b>SUBTOTAL</b>	<b>\$27,804.75</b>			
-----------------	--------------------	--	--	--

**STORM SEWER SYSTEM IMPROVEMENTS**

18" RCP	520	L.F.	\$26.95	\$14,014.00
36" RCP	225	L.F.	\$53.10	\$11,947.50
48" RCP	300	L.F.	\$75.70	\$22,710.00
36" FES	1	Each	\$794.00	\$794.00
10' Type 'R' Inlet	2	Each	\$3,950.00	\$7,900.00
15' Type 'R' Inlet	2	Each	\$5,100.00	\$10,200.00
4' DIA Manhole	3	Each	\$1,600.00	\$4,800.00
Box Base Manhole	2	Each	\$5,650.00	\$11,300.00
Rip Rap Type 'M'	22	C.Y.	\$50.45	\$1,109.90
15'x5' Box Culvert	129	L.F.	\$1,500.00	\$193,500.00

<b>SUBTOTAL</b>	<b>\$278,275.40</b>			
-----------------	---------------------	--	--	--

**STREET IMPROVEMENTS**

Subgrade Preparation	10836	S.Y.	\$1.85	\$20,046.60
Asphalt Pavement (Full depth- 8")	10836	S.Y.	\$2.01	\$21,780.36

6" Mountable curb & 2' gutter w/ 4.5' detached walk	5652	L.F.	\$15.62	\$88,284.24
Curb Return w/ Handicap Ramp-25' Radius	4	Each	\$1,325.00	\$5,300.00
Mid-Block Ramp	6	Each	\$450.00	\$2,700.00
10' Crusher Fine Trail	1317	L.F.	\$5.00	\$6,585.00
Signage	17	Each	\$300.00	\$5,100.00
4' Concrete Walk	720	S.F.	\$1.85	\$1,332.00
8' Concrete Crossspan	1310	S.F.	\$4.70	\$6,157.00
Round-A-Bout Construction	1	Each	\$40,000.00	\$40,000.00

**SUBTOTAL**

**\$197,285.20**

**TOTAL \$736,781.70**

# EXHIBIT B-2 PHASING PLAN

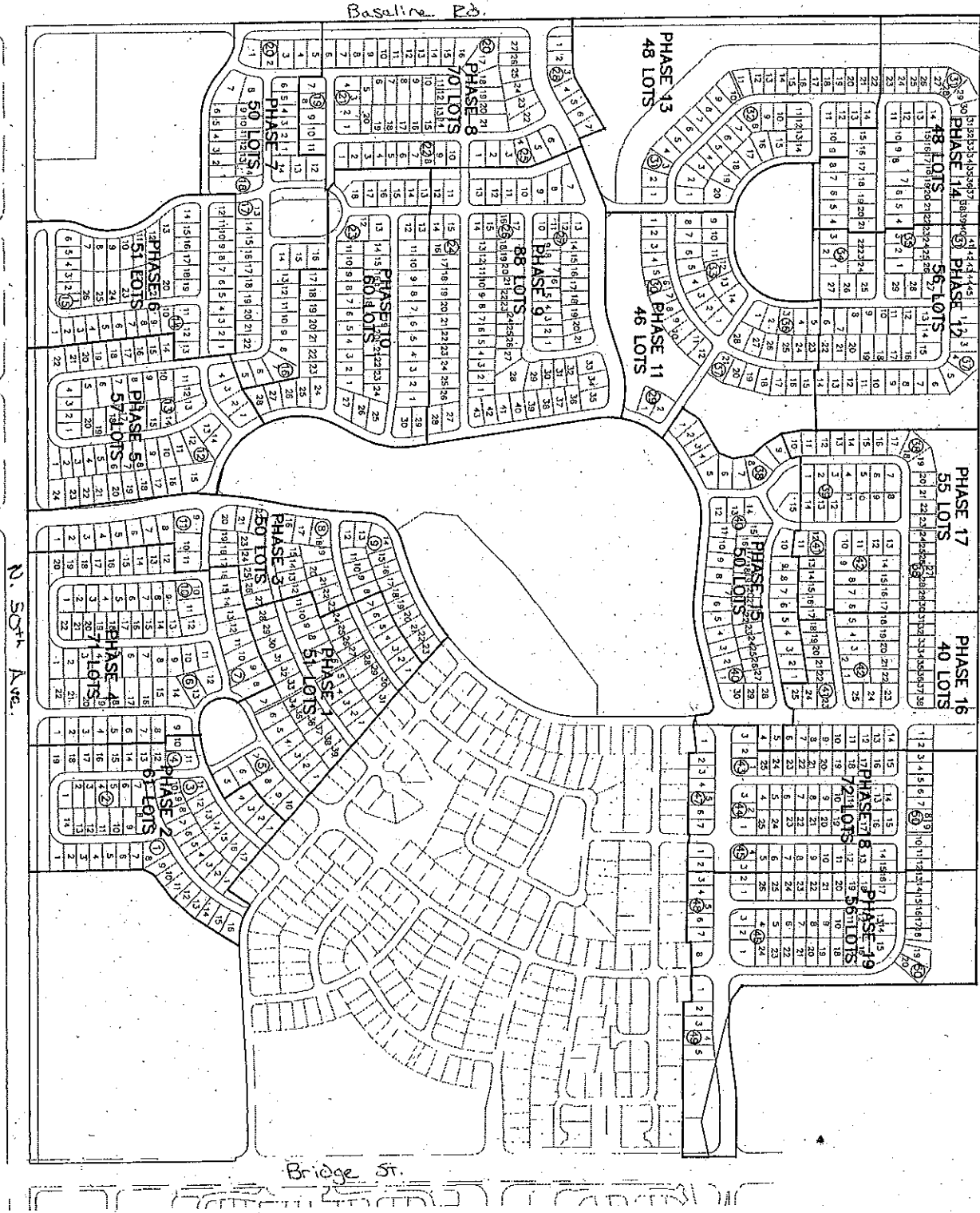


EXHIBIT C

IRREVOCABLE LETTER OF CREDIT

(ISSUER'S LETTERHEAD)

IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NO. \_\_\_\_\_

(date)

Beneficiary:

City of Brighton  
22 South 4th Avenue  
Brighton, Colorado 80601  
Attn: Director of Finance

Ladies and Gentlemen:

1. We hereby open in your favor, at the request and for the account of \_\_\_\_\_, this irrevocable standby letter of credit in an aggregate amount not to exceed \$ \_\_\_\_\_, to be available for payment of your drafts drawn at sight on us and accompanied, in the case of each draft, by your signed written statement addressed to us stating: *The amount represented by the draft accompanying this statement is the amount required to be paid to Beneficiary on account of the default of (XYZ CORP.) under the Development Agreement, dated \_\_\_\_\_, by and between Beneficiary and XYZ CORP.*
2. This credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.
3. This credit shall include the following Special Conditions:  
Partial drawings shall be permitted.  
All bank charges other than those of (Issuer) are for the account of the Beneficiary.
4. This credit shall expire on (date), unless extended as provided herein.
5. It is a condition of this credit that it will be automatically extended for an additional period of twelve (12) months from the present, unless, not less than sixty (60) days prior to the then relevant expiration date, we notify you by Registered Mail that we elect not to extend this credit for any additional period. Upon your receipt of such a notification, you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed statement that you received notification of our election not to extend.
6. Drafts must be marked "Drawn under Irrevocable Standby Letter of Credit No. \_\_\_\_\_".
7. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices at \_\_\_\_\_ on or before the close of business on the expiration date.
8. This credit shall be governed by and construed in accordance with the *Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500 (1993 Revision)* and, to the extent not inconsistent therewith, the laws of the State of Colorado.

Issuer

By: \_\_\_\_\_  
(authorized signature)

**EXHIBIT D**  
**LEGAL DESCRIPTION OF**  
**PUBLIC USE LAND DEDICATIONS**

Those public land dedications set forth in the recorded Map  
for Brighton Crossing Filing No. 2.

**EXHIBIT E**

**CALCULATION OF CUMULATIVE PARKS/OPEN SPACE DEDICATIONS  
(BRIGHTON CROSSING FILING NO. 2)**

DESCRIPTION	ACREAGE
GROSS LAND AREA OF BRIGHTON CROSSING FILING NO. 2	353.00
(LESS) BPK HOLDINGS	
LOT 1, BLOCK 51	4.41
LOT 17, BLOCK 1	23.21
<b>TOTAL BPK HOLDINGS</b>	<b>27.62</b>
<b>GROSS LAND LESS BPK HOLDINGS</b>	<b>325.38</b>
(times) Seven Percent (7%)	7%
(equals) Required Park Allocation	22.78
<b>PARK SITES</b>	
TRACT C	1.17
TRACT F	1.05
TRACT Q	3.97
TRACT W	17.40
TRACT N (TOTAL AC. -75% OF TRACT AREA) <sup>1</sup>	1.20
TRACT P (TOTAL AC. -75% OF TRACT AREA) <sup>1</sup>	0.97
TRACT R (TOTAL AC. -75% OF TRACT AREA) <sup>1</sup>	2.63
TRACT T (TOTAL AC. -75% OF TRACT AREA) <sup>1</sup>	1.25
<b>TOTAL PARK SITES</b>	<b>29.64</b>
<b>PARK DEDICATIONS ABOVE REQUIREMENT</b>	<b>6.86</b>

<b>OPEN SPACE SITES</b>	
TRACT A	<b>0.82</b>
TRACT D	<b>0.96</b>
TRACT E	<b>1.49</b>
TRACT H	<b>0.37</b>
TRACT J	<b>0.31</b>
TRACT K	<b>0.68</b>
TRACT L	<b>0.50</b>
TRACT M	<b>1.10</b>
TRACT N (TOTAL AC. -25% OF TRACT AREA) <sup>2</sup>	<b>3.59</b>
TRACT P (TOTAL AC. -25% OF TRACT AREA) <sup>2</sup>	<b>2.91</b>
TRACT R (TOTAL AC. -25% OF TRACT AREA) <sup>2</sup>	<b>7.90</b>
TRACT S	<b>0.36</b>
TRACT T (TOTAL AC. -25% OF TRACT AREA) <sup>2</sup>	<b>3.76</b>
TRACT V	<b>7.45</b>
TRACT Z	<b>0.32</b>
TRACT CC	<b>0.07</b>
TRACT DD	<b>0.07</b>
<b>TOTAL OPEN SPACE SITES</b>	<b>32.66</b>
<sup>1</sup> AREA EQUALS TOTAL TRACT AREA MINUS 75% OF AREA CONSIDERED AS OPEN SPACE, THEREBY LEAVING 25% OF TRACT AS PARK LAND DEDICATION	
<sup>2</sup> AREA EQUALS TOTAL TRACT AREA MINUS 25% OF AREA CONSIDERED AS PARK LAND, THEREBY LEAVING 75% OF TRACT AS OPEN SPACE DEDICATION	

Note: The dedication of land for parks in Bromley Park Filings No 1-5 exceeded the 7% agreed upon requirement by 4.619 acres. The parties to the Development Agreements for those Filings agreed that this excess could be applied to applicable park dedication requirements in other filings located within the Bromley Park PUD.

The dedication of land for parks in Bromley Park Filing No. 202 did not meet the 7% agreed upon requirement by 1.05 acres, thus reducing the excess park dedication amount to 3.57 acres.

The parties have agreed that the Bromley Companies, LLC may apply the excess park dedication of 3.57 acres to park dedication requirements for this Development (Brighton Crossing Filing No. 2) or to future residential filings in Bromley Park.

The dedication of land for parks in this Development (Brighton Crossing Filing No. 2) exceeded the 7% agreed upon requirement by 6.86 acres, as set forth above.

The parties have agreed that the excess park dedication to date of 10.43 acres (3.57 acres for Filings No. 1-5 and 202, plus 6.86 acres for Brighton Crossing Filing No. 2) may be applied toward future residential filings in Bromley Park, **provided** that an actual land dedication of at least 4% of the total residential area must be dedicated before any of the 10.43 acre excess may be applied to that filing.



## EXHIBIT F

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN BRIGHTON CROSSING FILING NO. 2 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRIGHTON, COLORADO, CARMA COLORADO, INC., AND BROMLEY PARK METROPOLITAN DISTRICTS NO. 1 AND NO. 4.

1. **School Fees.** Developer has dedicated to the City, by plat, a 10-acre school site noted as Tract WWW. The City shall convey the school site to the Brighton 27J School District in accordance with the terms set forth in the First Amendment to Annexation Agreement, dated December 16, 1986, and recorded in Adams County records in Book 3301, commencing at Page 899. Final location of the 10-acre school site shall be determined by the City and the 27J School District and may require a plat amendment when the final location is determined.
  
2. **Brighton School District Capital Facility Fee.** The Developer is aware of the Brighton 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 costs of providing additional capital facilities to service new growth, and has voluntarily agreed to be a participating Development Entity in that process and, accordingly, enter into a Participation Agreement. Thereby, Developer agrees to pay the capital facility construction fees as established by the Brighton School District Capital Facility Fee Foundation to assist in funding capital facilities, so long as any such fees are based on documented need and rational methodology and are applied equitably to builders or developers across the District. Fees payable to the Foundation shall be payable directly to the appropriate entity and shall not be collected by the City of Brighton as part of the building permit or other administrative processes. After establishment and assessment of any school fees as aforesaid, as a condition of approval of any building permit, the Developer or their assignees shall provide evidence that such fees have been paid or a participant agreement has been signed to the Foundation in accordance with this section.
  
3. **Temporary Uses.** Temporary uses refer to, but are not limited to, temporary sales office, temporary construction office, construction yard, and model homes. Temporary uses are allowed, with approval of a temporary use permit, for a period of one year, with renewal after that year determined by the Director of Community Development. Model homes are allowed to be constructed on the site with approval from the City Building Official.
  
4. **Water Rights Dedication.** As development occurs, either appropriate water rights will be dedicated, previously issued water rights certificates may be utilized, or the "without water rights" water plant investment fee shall be paid, as determined at the sole discretion of the Developer, in accordance with Article III of the Third Amendment to the Annexation Agreement, dated May 28, 1996, and recorded in Adams County records in Book 4776, commencing at Page 140.

5. **Construction of Gravity Line.** Sanitary sewer service shall be provided in compliance with the approved Bromley Park Master Plans and Phase Area Master Plans and the Beebe Draw Wastewater Service Agreement. The existing lift station, located on the west side of I-76, north of Bridge Street, is temporary and shall be upgraded or replaced by a gravity flow line to the Town of Lochbuie by District No. 1 in compliance with the approved master plans and any requirements of the State. The City of Brighton Public Works Director shall review the status of the lift station and coordinate all issues regarding its continuance with the Bromley Park Metropolitan Districts. The Public Works Director shall have final authority regarding the continuance of the lift station and any improvements associated therewith.
6. **Emergency Access.** The Developer will maintain emergency and construction vehicle access, acceptable to the City at all times.
7. **Traffic Plan.** Prior to the commencement of construction of the Improvements within each phase of the Development, Developer will submit a construction phasing traffic plan to the City for review and approval.
8. **Crossings.** Under the terms of Article VI of the Annexation Agreement, the Developer is required to pay the costs of crossings within the boundaries of the Bromley Park Property, and the construction costs of crossings along the perimeter boundary of the Property, subject to a right of reimbursement. Developer shall pay a Crossing Fee in the amount of \$200.00 per unit to mitigate the impacts of crossings located off-site, and shall not be eligible for any credit for the payment of these Fees.
9. **Drainage Fees.** District No. 1 has formally assumed responsibility for the construction of the permanent off-site drainage improvements. So long as District No. 1 constructs said off-site drainage improvements and assumes sole responsibility for the drainage for the Development, the City will waive collection of the drainage fee for the Development, or the relevant part thereof.
10. **Collection of District Fees.** District Nos. 1 and 4 shall be imposing certain development fees. A description of the fees to be imposed, the amounts thereof and any amendments thereto shall be forwarded to the City Finance Department. At the time of the issuance of a building permit for a structure to be constructed on each Lot within Filing 2, the City agrees that it shall require the applicant for the building permit to remit a check payable to Districts Nos. 1 and 4 for the development fees imposed by Districts Nos. 1 and 4. The checks so remitted shall be promptly delivered by the City to Districts Nos. 1 and 4, as appropriate. If any check for the District Fees should be uncollectible, District No. 4 shall so inform the City, in writing. If the City receives notice of any uncollectible check for District Fees prior to the date of the issuance of a certificate of occupancy, the City agrees to withhold any temporary or permanent certificate of occupancy until the applicable District Fees have been paid.

11. **Park and Off-site Improvement Fee.** Developer shall design and construct the improvements for Tracts C, F, Q and W. Developer shall pay Park Development Fees for all of Filing No. 2 in the amount in effect at the time of building permit issuance. Prior to the design and construction of these Tracts, The District and the City will enter into an Intergovernmental Agreement ("IGA") addressing issues related to park development, the fees, collection and allocation of fees, design, and construction of the community park to be located within portions of Tracts W and WWW.
12. **Accounting Costs.** The District shall reimburse the City its reasonable costs of accounting and disbursement for the fees collected and dispersed by the City pursuant to the terms of this Agreement.
13. **Parks and Open Space Dedications.**
- (a) In accordance with the policy of the City, in order to meet the park dedication requirements of the Bromley Park Annexation Agreement, the Developer should dedicate park areas within residential plats equal to seven percent (7%) of the plat area. In Brighton Crossing Filing No. 2, there are 325.38 acres of platted land. Accordingly, the park dedication requirement for Filing No. 2 is, cumulatively, 22.78 acres. By virtue of the park area dedications set forth in the Map for Brighton Crossing Filing No. 2, Developer has dedicated 29.64 acres of park lands, or 6.86 acres more than required.
- (b) The park dedication requirements for Brighton Crossing Filing No. 2 are outlined on Exhibit E. The dedication of land for parks in Bromley Park Filings No 1-5 exceeded the 7% agreed upon requirement by 4.619 acres. The parties to the Development Agreements for those Filings agreed that this excess could be applied to applicable park dedication requirements in other filings located within the Bromley Park PUD.
- The dedication of land for parks in Bromley Park Filing No. 202 did not meet the 7% agreed upon requirement by 1.05 acres, thus reducing the excess park dedication amount to 3.57 acres.
- The parties have agreed that the Bromley Companies, LLC may apply the excess park dedication of 3.57 acres to park dedication requirements for this Development (Brighton Crossing Filing No. 2) or to future residential filings in Bromley Park. The dedication of land for parks in this Development (Brighton Crossing Filing No. 2) exceeded the 7% agreed upon requirement by 6.86 acres, as set forth above.
- The parties have agreed that the excess park dedication to date of 10.43 acres (3.57 acres for Filings No. 1-5 and 202, plus 6.86 acres for Brighton Crossing Filing No. 2) may be applied toward future residential filings in Bromley Park, **provided** that an actual land dedication of at least 4% of the total residential area must be dedicated before any of the 10.43 acre excess may be applied to that filing.
- (c) The open space dedications for Brighton Crossing Filing No. 2 are outlined on Exhibit E. Exhibit E indicates that the Developer is providing a total open space dedication of 32.66 acres in general accordance with the Bromley Park P.U.D. 2<sup>nd</sup> Amendment approved by City Council on October 21, 1994, and recorded in Adams County records, PUD No.

1824, on May 19, 1997.

- (d) The park and open space dedications outlined above and in Exhibit "E" are based on the approved Map (Exhibit "A"). Any amendments to said Map may necessitate a revision in the dedication amounts.
14. **Homeowner's Association(s).** Developer shall impose covenants and/or create one or more homeowner's associations, which may be empowered to: (a) control architectural styles throughout the Development; (b) own and maintain certain common areas for the benefit of owners of land within the Development; and (c) undertake such other activities, and to impose such assessment and charges therefore, as may be set forth in the covenants and other organizational documents. Additionally, Developer hereby agrees that the covenants and other organizational documents shall address the association's maintenance responsibility of the planting areas between streets and sidewalks within the Development. The City shall have no obligation to enforce covenants established by the Developer.
15. **Fees.** In light of the agreement to construct the road sections described in Section 3 above, the City agrees to waive its Traffic Impact Fee.
16. **Reimbursement Agreements.** To the extent that water lines, sewer lines, drainage channels, trails, crossings, roads, including medians, and other related facilities are constructed by Developer for the benefit of landowners and persons other than Developer, the City, for a period of fifteen (15) years following the completion of construction of such improvements, shall require other adjacent and benefited landowners and persons to pay a pro rata reimbursement of actual costs to the Developer. The actual costs of these off-site improvements shall be submitted to the City after the improvements are built by the Developer and accepted by the City. Property owners and/or developers submitting plats or development plans which are adjacent to or directly benefiting from these improvements shall submit to the City an agreement with the Developer/District setting forth the terms of said reimbursement, including a description of the improvements for which reimbursement is to be paid, the amount of the reimbursement, and the method and timing of payment. Evidence of the execution of said reimbursement agreement shall be a condition of final plat approval for any adjacent or benefited property. The City agrees not to record a plat until the terms of the reimbursement agreement are satisfied, but assumes no responsibility for and hereby assigns to Developer the right, if any, for enforcing the agreement or collecting the reimbursements from the affected property owners.
17. **Brighton Residential Design Standards.** For any multifamily, single-family attached or single-family detached residential development to be constructed within Brighton Crossing Filing No. 2, Developer agrees to follow Ordinance No. 1626 (the Brighton Residential Design Standard), as may be subsequently amended from time to time, unless it conflicts with the provisions set forth in Section 9.9 of this Agreement, including but not limited to the Annexation Agreement.