

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



***THIS SPACE FOR RECORDER'S USE ONLY***

**FIRST AMENDMENT  
TO THE  
BRIGHTON CROSSING FILING NO. 6 SUBDIVISION  
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE BRIGHTON CROSSING FILING NO. 6 SUBDIVISION DEVELOPMENT AGREEMENT (“**First Amendment**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the CITY OF BRIGHTON, a Colorado home rule municipality of the County of Adams, State of Colorado (“**City**”), and BROOKFIELD RESIDENTIAL (COLORADO), LLC, a Nevada limited liability company (“**Developer**”). City and Developer are individually referred to herein as a “Party” and, collectively, as the “Parties.”

**Recitals:**

**WHEREAS**, Developer and the City previously entered into that certain Brighton Crossing Filing No. 6 Subdivision Development Agreement dated August 8, 2023, and recorded in the real property records of the Adams County Clerk and Recorder on November 14, 2023 at Reception No. 2023000063863 (“**Agreement**”), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 63.821 acres, and generally known as “Brighton Crossing Filing No. 6” (“**Development**”), as more particularly described in Exhibit A, attached hereto; and

**WHEREAS** the City’s development regulations required the Developer to execute the Agreement with the City relative to the Improvements for the Development; and

**WHEREAS** certain Improvements that were required by the Agreement will no longer be constructed by the Developer and will instead be constructed by the City; and

**WHEREAS** the Parties desire that the Developer provide, and the City accept, a cash-in-lieu payment for certain Improvements being completed by the City; and

**WHEREAS** these changes require the execution of an amendment to the Agreement to address the associated issues.

## AGREEMENT

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

1. Incorporation. The foregoing Recitals are incorporated as if fully set forth herein.
2. Definitions. If not defined herein, all words shall have the same meaning ascribed to them in the Agreement.
3. Schedule of Improvements. The Developer will not construct the right turn lane on 40<sup>th</sup> Avenue, as it conflicts with the City's construction plans for the widening of Bridge Street. Therefore, the Schedule of Improvements attached to the Agreement as Exhibit B is hereby deleted in its entirety and replaced by the Amended Schedule of Improvements attached hereto as Exhibit B and incorporated herein. The Schedule of Improvements attached hereto as Exhibit B depicts the Improvements that have been or will be constructed within the Development.
4. Phasing Plan. The phasing plan attached to the Agreement as Exhibit B is hereby deleted in its entirety and replaced by the Exhibit B attached hereto.
5. South 40<sup>th</sup> Avenue. Exhibit D "Special Provisions," Provision 7.a., Roadway Dedication and Construction is hereby deleted in its entirety and replaced with the following:
  - a. The Developer shall, at its sole cost and expense, dedicate necessary right of way, that Developer owns, and design and construct the remaining eastern one-half (1/2) of South 40<sup>th</sup> Avenue from Southern Street to Developer's North property boundary line towards Bridge Street, except that portion of South 40<sup>th</sup> Avenue that will be constructed by the City as part of its project to widen Bridge Street. Construction shall be in accordance with the City approved civil plans, as amended. The Developer shall obtain all necessary rights of way associated therewith. The roadway must be installed and receive Initial Acceptance, along with all associated public improvements, prior to the issuance of the first building permit for any residential construction in the Development. The Developer will be eligible for reimbursement from the neighboring developer(s) for adjacent portions thereof. It is understood that the neighboring developers are those for the undeveloped parcels to the immediate southwest and southeast of the intersection of Bridge Street and South 40<sup>th</sup> Avenue where their properties are directly adjacent to South 40<sup>th</sup> Avenue.
    - i. [Intentionally deleted].

6. Cash-in-Lieu Payment. In exchange for removing the obligation to construct certain Improvements outlined in Exhibit B to the Agreement, the Developer hereby agrees to remit a cash-in-lieu payment to the City in the amount equal to such removed Improvements. The City and Developer hereby agree that the cost estimate for the Improvements removed by the replacement of the Schedule of Improvements is \$142,652.70, as depicted in Exhibit B. Therefore, upon approval of this First Amendment by the City, the Developer shall remit a cash-in-lieu payment of \$142,652.70 to the City for the construction of necessary road improvements.

7. Continuing Effect. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

*[Remainder of Page Left Intentionally Blank; Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to execute this First Amendment to the Brighton Crossing Filing No. 6 Subdivision Development Agreement as of the Effective Date.

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
GREGORY MILLS, Mayor

ATTEST:

\_\_\_\_\_  
NATALIE HOEL, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
YASMINA GIBBONS, Deputy City Attorney



## EXHIBIT A

### *Legal Description of the Property*

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°25'47" EAST, A DISTANCE OF 761.23 FEET;

THENCE NORTH 89°34'28" EAST, A DISTANCE OF 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 40TH AVENUE, RECORDED AT RECEPTION NO. 2014000028204 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BRIGHTON CROSSING FILING NO. 5, A PLAT RECORDED AT RECEPTION NO. 2016000039271 IN SAID RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 AND ALONG SOUTHERLY BOUNDARY OF A 10 FOOT WIDE FIRE EASEMENT RECORDED AT RECEPTION NO. 2017000013467 IN SAID RECORDS, NORTH 89°34'28" EAST, A DISTANCE OF 844.73 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY OF THE FIRE EASEMENT, NORTH 00°25'32" WEST, A DISTANCE OF 90.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 363.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°14'19", AN ARC LENGTH OF 419.66 FEET;

THENCE DEPARTING SAID CURVE RADIALLY, SOUTH 24°11'13" EAST, A DISTANCE OF 18.00 FEET TO THE BOUNDARY OF TRACT A, AS SHOWN ON THE PLAT OF BRIGHTON CROSSING FILING NO. 4 RECORDED AT RECEPTION NO. 20051130001311690 IN SAID RECORDS, AND THE BEGINNING OF A CONCENTRIC CURVE TO THE AFOREMENTIONED SAID CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 345.00 FEET THE RADIAL POINT OF SAID CURVE BEARS SOUTH 24°11'13" EAST;

THENCE ALONG THE BOUNDARY OF SAID TRACT A THE FOLLOWING TWELVE (12) COURSES;

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°14'19", AN ARC LENGTH OF 398.85 FEET;
2. SOUTH 00°25'32" EAST, A DISTANCE OF 517.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 23.00 FEET;
3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 36.13 FEET;
4. NORTH 89°34'28" EAST, A DISTANCE OF 268.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET;
5. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°21'08", AN ARC LENGTH OF 23.02 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 53.00 FEET;
6. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°42'16", AN ARC LENGTH OF 106.10 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 23.00 FEET;
7. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°21'08", AN ARC LENGTH OF 23.02 FEET;
8. NORTH 89°34'28" EAST, A DISTANCE OF 113.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 232.00 FEET;
9. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°56'33", AN ARC LENGTH OF 84.80 FEET;
10. NORTH 68°37'55" EAST, A DISTANCE OF 86.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 268.00 FEET;
11. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°04'51", AN ARC LENGTH OF 98.61 FEET;
12. NORTH 89°42'46" EAST, A DISTANCE OF 144.37 FEET TO THE WESTERLY BOUNDARY OF BRIGHTON CROSSING FILING NO. 3, RECORDED AT RECEPTION NO. C1271524 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES;

1. SOUTH 00°17'14" EAST, A DISTANCE OF 36.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 23.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°17'14" EAST;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 36.13 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°17'14" EAST, A DISTANCE OF 100.34 FEET TO THE BOUNDARY OF THE VILLAGE SUBDIVISION, RECORDED AT RECEPTION NO. C0903809 IN SAID RECORDS;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES;

1. SOUTH 89°43'03" WEST, A DISTANCE OF 138.28 FEET;
2. SOUTH 00°24'19" EAST, A DISTANCE OF 1,301.58 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN STREET, AS RECORDED AT RECEPTION NO. 2014000028204 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°43'40" WEST, A DISTANCE OF 1,629.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°14'44" WEST;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'46", AN ARC LENGTH OF 86.25 FEET TO SAID EASTERLY RIGHT-OF-WAY OF SOUTH 40TH AVENUE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°25'47" WEST, A DISTANCE OF 1,787.50 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 63.821 ACRES, (2,780,063 SQUARE FEET), MORE OR LESS.

## EXHIBIT B

### *Updated Schedule of Improvements and Phasing Plan*

*Onsite:*

#### BRIGHTON CROSSING FILING 6 PHASE 1

Type of Improvements	Quantity/ Length	Unit	Unit Cost	Total Estimate by Line Item	Total Actual Cost at Construction Acceptance
Internal Streets	16,550	SY	\$40	\$662,000	
Alleys	0	SY		\$0	
Curb/Gutter/Sidewalks	9,010	LF	\$45	\$405,450	
Medians and Landscaping	0	SF		\$0	
Bridges/Crossings/Culverts	0	LF		\$0	
Guard Rails	0	LF		\$0	
Street Lights	13	EA	\$6,000	\$78,000	
Traffic Signal Lights (40th/South)	1	EA	\$28,500	\$28,500	
Traffic Signal Lights (40th/Bridge)	1	EA	\$17,000	\$17,000	
Park Landscaping	0	SF		\$0	
Park Amenities	0	EA		\$0	
Trails/Paths	TBD	LF		\$0	
Fencing	TBD	LF		\$0	
Retaining Walls	0	FF		\$0	
Public Parking Lots		SF	\$5	\$0	
Fire Hydrants	8	EA	\$7,500	\$60,000	
Potable Water Lines	4,990	LF	\$45	\$224,550	
Non-Potable Water Lines	0	LF		\$0	
Irrigation Systems	TBD	LS		\$0	
Sanitary Sewer Lines	3,963	LF	\$60	\$237,780	
Storm Sewer Lines	2,650	LF	\$160	\$424,000	
Retention and Detention	1	LS	\$70,000	\$70,000	
Traffic Signs	43	EA	\$150	\$6,450	
Public Landscape	TBD	SF		\$0	
Subtotal				\$2,213,730	
Contingency (15%)				\$332,060	
TOTAL				\$2,545,790	

**BRIGHTON CROSSING FILING 6  
PHASE 2**

<b>Type of Improvements</b>	<b>Quantity/ Length</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimate by Line Item</b>	<b>Total Actual Cost at Construction Acceptance</b>
Streets	16,325	SY	\$40	\$653,000	
Alleys	0	SY		\$0	
Curb/Gutter/Sidewalks	8,985	LF	\$45	\$404,325	
Medians and Landscaping	0	SF		\$0	
Bridges/Crossings/Culverts	0	LF		\$0	
Guard Rails	0	LF		\$0	
Street Lights	13	EA	\$6,000	\$78,000	
Traffic Signal Lights	0	EA		\$0	
Park Landscaping	0	SF		\$0	
Park Amenities	0	EA		\$0	
Trails/Paths	TBD	LF		\$0	
Fencing	TBD	LF		\$0	
Retaining Walls	0	FF		\$0	
Public Parking Lots		SF	\$5	\$0	
Fire Hydrants	7	EA	\$7,500	\$52,500	
Potable Water Lines	4,812	LF	\$45	\$216,540	
Non-Potable Water Lines	0	LF		\$0	
Irrigation Systems	TBD	LS		\$0	
Sanitary Sewer Lines	3,851	LF	\$60	\$231,060	
Storm Sewer Lines	2,180	LF	\$160	\$348,800	
Retention and Detention	0	LS	\$70,000	\$0	
Traffic Signs	40	EA	\$150	\$6,000	
Public Landscape	TBD	SF		\$0	

Subtotal	\$1,990,225
Contingency (15%)	\$298,534
<b>TOTAL</b>	<b>\$2,288,759</b>



**BRIGHTON CROSSING FILING 6  
PHASE 3**

<b>Type of Improvements</b>	<b>Quantity/ Length</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Estimate by Line Item</b>	<b>Total Actual Cost at Construction Acceptance</b>
Streets	14,095	SY	\$40	\$563,800	
Alleys	0	SY		\$0	
Curb/Gutter/Sidewalks	7,697	LF	\$45	\$346,365	
Medians and Landscaping	0	SF		\$0	
Bridges/Crossings/Culverts	0	LF		\$0	
Guard Rails	0	LF		\$0	
Street Lights	12	EA	\$6,000	\$72,000	
Traffic Signal Lights	0	EA		\$0	
Park Landscaping	0	SF		\$0	
Park Amenities	0	EA		\$0	
Trails/Paths	TBD	LF		\$0	
Fencing	TBD	LF		\$0	
Retaining Walls	0	FF		\$0	
Public Parking Lots		SF	\$5	\$0	
Fire Hydrants	9	EA	\$7,500	\$67,500	
Potable Water Lines	4,201	LF	\$45	\$189,045	
Non-Potable Water Lines	0	LF		\$0	
Irrigation Systems	TBD	LS		\$0	
Sanitary Sewer Lines	3,349	LF	\$60	\$200,940	
Storm Sewer Lines	2,230	LF	\$160	\$356,800	
Retention and Detention	0	LS	\$70,000	\$0	
Traffic Signs	32	EA	\$150	\$4,800	
Public Landscape	TBD	SF		\$0	
Subtotal				\$1,801,250	
Contingency (15%)				\$270,188	
TOTAL				\$2,071,438	

Offsite:

<b>BRIGHTON CROSSING FILING 6 OFFSITE IMPROVEMENTS</b>					
<b>S. 40TH AVENUE &amp; SOUTHERN STREET IMPROVEMENTS</b>					
<b>PHASE 1 &amp; 3 COST ESTIMATE EXHIBIT</b>					
<b>JR ENGINEERING</b>					
<b>RECORDED 3/7/2023 - UPDATED ON 7/31/2024 WITH 40TH/BRIDGE TURN LANE REMOVAL</b>					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
<b>PHASE 1 (40th Ave)</b>					
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
3	Clearing and Grubbing (Includes Removal of Gravel)	LS	1	\$ 5,000.00	\$ 5,000.00
4	Unclassified Excavation (Complete In Place)	CY	9,757	\$ 10.50	\$ 102,448.50
5	Unclassified Excavation (Complete In Place) (Pond Grading)	CY	36659	\$ 10.50	\$ 384,919.50
6	Removal of Pipe	LF	140	\$ 27.30	\$ 3,822.00
7	Removal of End Section	EACH	3	\$ 525.00	\$ 1,575.00
8	Removal of Area Inlet	EACH	1	\$ 2,000.00	\$ 2,000.00
9	Removal of Asphalt Mat (Full Depth)	SY	336	\$ 12.00	\$ 4,032.00
10	Removal of Asphalt Trail (Full Depth)	SY	81	\$ 12.00	\$ 972.00
11	Removal of Asphalt Mat (Milling)	SY	388	\$ 5.00	\$ 1,940.00
12	Relocation of Ground Sign	EACH	0	\$ 125.00	\$ -
13	Removal of Epoxy Striping	SF	1282	\$ 4.00	\$ 5,128.00
14	Adjust Manhole	EACH	4	\$ 600.00	\$ 2,400.00
15	Adjust Valve Box	EACH	0	\$ 400.00	\$ -
16	Silt Fence	LF	1954	\$ 2.50	\$ 4,885.00
17	Check Dams	EACH	13	\$ 500.00	\$ 6,500.00
18	Concrete Washout Structure	EACH	1	\$ 2,500.00	\$ 2,500.00
19	Storm Drain Inlet Protection	EACH	5	\$ 300.00	\$ 1,500.00
20	Storm Drain Outlet Protection	EACH	3	\$ 300.00	\$ 900.00
21	Vehicle Tracking Pad	EACH	2	\$ 2,000.00	\$ 4,000.00
22	Stabilized Staging Area	EACH	1	\$ 5,000.00	\$ 5,000.00
23	Sediment Basin	EACH	1	\$ 3,000.00	\$ 3,000.00
24	Seeding (Native)	ACRE	2.3	\$ 1,500.00	\$ 3,450.00
25	Soil Conditioning	ACRE	2.3	\$ 2,500.00	\$ 5,750.00
26	Mulching (Weed Free) w/ Tackifier	ACRE	2.3	\$ 2,500.00	\$ 5,750.00
27	Reconditioning	SY	8878	\$ 5.25	\$ 46,609.50
28	Aggregate Base Course (Class 6)	TON	256	\$ 21.00	\$ 5,376.00
29	Hot Mix Asphalt Overlay (Grading S) (75) (PG 64-22) (2 inch Depth)	TON	50	\$ 88.00	\$ 4,400.00
30	Hot Mix Asphalt Overlay (Grading SX) (75) (PG 64-22) (2 inch Depth)	TON	50	\$ 88.00	\$ 4,400.00
31	Hot Mix Asphalt (Grading S) (75) (PG 64-22) (6 inch Depth)	TON	3016	\$ 88.00	\$ 265,408.00
32	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (2 inch Depth)	TON	958	\$ 88.00	\$ 84,304.00

**BRIGHTON CROSSING FILING 6 OFFSITE IMPROVEMENTS****S. 40TH AVENUE & SOUTHERN STREET IMPROVEMENTS****PHASE 1 & 3 COST ESTIMATE EXHIBIT****JR ENGINEERING****RECORDED 3/7/2023 - UPDATED ON 7/31/2024 WITH 40TH/BRIDGE TURN LANE REMOVAL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
33	18 Inch Reinforced Concrete Pipe (Complete in Place)	LF	255	\$ 63.00	\$ 16,065.00
34	14"x24" Horizontal Elliptical Reinforced Concrete Pipe (Complete in Place)	LF	33	\$ 150.00	\$ 4,950.00
35	24 Inch Reinforced Concrete Pipe (Complete in Place)	LF	742	\$ 84.00	\$ 62,328.00
36	24"x38" Horizontal Elliptical Reinforced Concrete Pipe (Complete in Place)	LF	154	\$ 200.00	\$ 30,800.00
37	Forebay (Includes Type M Riprap, Toe Wall, and Headwall)	LS	1	\$ 30,000.00	\$ 30,000.00
38	Inlet Type R L5 (5 Foot)	EACH	1	\$ 8,000.00	\$ 8,000.00
39	Inlet Type R L10 (5 Foot)	EACH	2	\$ 10,000.00	\$ 20,000.00
40	Inlet Type R L15 (5 Foot)	EACH	2	\$ 12,600.00	\$ 25,200.00
41	4' Manhole (5 Foot)	EACH	1	\$ 3,500.00	\$ 3,500.00
42	5' Manhole (5 Foot)	EACH	3	\$ 4,200.00	\$ 12,600.00
43	6' Manhole (5 Foot)	EACH	2	\$ 7,000.00	\$ 14,000.00
44	Type M Soil Riprap [24-inch Depth]	CY	724	\$ 90.00	\$ 65,160.00
45	8" PVC	LF	84	\$ 52.50	\$ 4,410.00
46	12" PVC	LF	431	\$ 75.00	\$ 32,325.00
47	16" PVC	LF	540	\$ 100.00	\$ 54,000.00
48	8" Gate Valve	EACH	2	\$ 2,200.00	\$ 4,400.00
49	16" Butterfly Valve	EACH	2	\$ 5,000.00	\$ 10,000.00
50	8" Water Line Plug w/ Blow-off	EACH	2	\$ 2,000.00	\$ 4,000.00
51	12" Air Vac/Valve Assembly	EACH	1	\$ 7,700.00	\$ 7,700.00
52	16"x12" Reducer	EACH	1	\$ 2,000.00	\$ 2,000.00
53	Connect to Existing Water Line	EACH	3	\$ 2,000.00	\$ 6,000.00
54	Concrete Pavement (6 Inch Depth)	SY	282	\$ 78.75	\$ 22,207.50
55	Concrete Sidewalk (6 Inch)	SY	1895	\$ 52.50	\$ 99,487.50
56	Concrete Curb Ramp	SY	92	\$ 157.50	\$ 14,490.00
57	Curb & Gutter Type 2 (Section I-B)	LF	1896	\$ 20.00	\$ 37,920.00
58	Curb & Gutter Type 2 (Section II-B)	LF	3224	\$ 26.25	\$ 84,630.00
59	Median Cover Material (4 Inch Concrete)	SF	13350	\$ 10.00	\$ 133,500.00
60	Street Light M26-250AP	EACH	11	\$ 12,000.00	\$ 132,000.00
61	Sign Panel (Class I)	SF	23	\$ 25.00	\$ 575.00
62	Sign Panel (Class II)	SF	27	\$ 35.00	\$ 945.00
63	Steel Sign Support (2 1/2 Inch Round)(Post & Slip Base)	EACH	6	\$ 200.00	\$ 1,200.00
64	Steel Sign Support (2 1/2 Inch Round)(Post & Slip Base w/ Backing Zees)	EACH	4	\$ 250.00	\$ 1,000.00
65	Epoxy Pavement Marking	GAL	14	\$ 130.00	\$ 1,820.00
66	Performed Plastic Pavement Marking (Type I)(Inlaid)	SF	369	\$ 20.00	\$ 7,380.00
				<b>Phase 1 Project Cost Subtotal:</b>	<b>\$ 1,962,562.50</b>
				CONTINGENCY 15.0%	\$ 294,384.38
				<b>TOTAL ESTIMATED PHASE 1 SOUTH PROJECT COST</b>	<b>\$ 2,256,946.88</b>

**BRIGHTON CROSSING FILING 6 OFFSITE IMPROVEMENTS**

**S. 40TH AVENUE & SOUTHERN STREET IMPROVEMENTS  
PHASE 1 & 3 COST ESTIMATE EXHIBIT  
JR ENGINEERING**

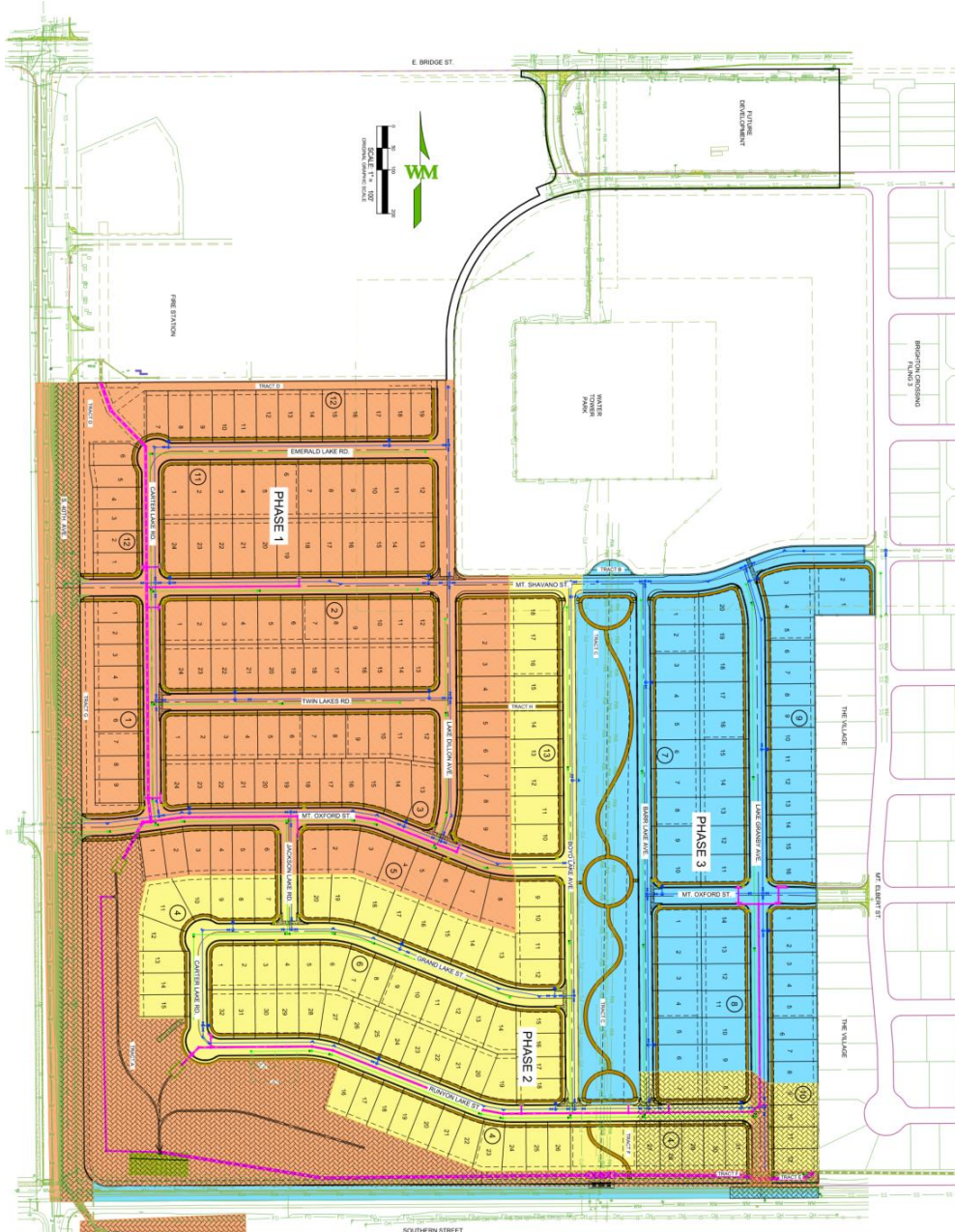
**RECORDED 3/7/2023 - UPDATED ON 7/31/3024 WITH 40TH/BRIDGE TURN LANE REMOVAL**







ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
<b>PHASE 3 (Southern St)</b>					
67	Clearing and Grubbing (Includes Removal of Gravel)	LS	1	\$ 5,000.00	\$ 5,000.00
68	Unclassified Excavation (Complete In Place)	CY	1803	\$ 10.50	\$ 18,931.50
69	Removal of Asphalt Mat (Full Depth)	SY	576	\$ 12.00	\$ 6,912.00
70	Removal of Asphalt Trail (Full Depth)	SY	1663	\$ 12.00	\$ 19,956.00
71	Removal of Ground Sign	EACH	1	\$ 60.00	\$ 60.00
72	Removal of Epoxy Striping	SF	2243	\$ 4.00	\$ 8,972.00
73	Removal of Striping (Preformed)	SF	20	\$ 10.00	\$ 200.00
74	Relocate Street Light	EACH	1	\$ 5,250.00	\$ 5,250.00
75	Adjust Manhole	EACH	1	\$ 800.00	\$ 800.00
76	Construction Fence	LF	97	\$ 5.00	\$ 485.00
77	Silt Fence	LF	1683	\$ 2.50	\$ 4,207.50
78	Seeding (Native)	ACRE	1	\$ 1,500.00	\$ 1,500.00
79	Soil Conditioning	ACRE	1	\$ 2,500.00	\$ 2,500.00
80	Mulching (Weed Free) w/ Tackifier	ACRE	1	\$ 2,500.00	\$ 2,500.00
81	Reconditioning	SY	1800	\$ 5.25	\$ 9,450.00
82	Aggregate Base Course (Class 6)	TON	71	\$ 21.00	\$ 1,491.00
83	Hot Mix Asphalt (Grading S) (75) (PG 64-22) (3 inch Depth)	TON	245	\$ 84.00	\$ 20,580.00
84	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (3 inch Depth)	TON	223	\$ 84.00	\$ 18,732.00
85	Concrete Pavement (6 Inch Depth)	SY	66	\$ 78.75	\$ 5,197.50
86	Concrete Sidewalk (6 Inch)	SY	1766	\$ 52.50	\$ 92,715.00
87	Concrete Curb Ramp	SY	29	\$ 157.50	\$ 4,567.50
88	Curb & Gutter Type 2 (Section II-B)	LF	1650	\$ 26.25	\$ 43,312.50
89	Type M Soil Riprap [24-inch Depth]	CY	4	\$ 90.00	\$ 360.00
90	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
91	Epoxy Pavement Marking	GAL	27	\$ 130.00	\$ 3,510.00
92	Performed Plastic Pavement Marking (Type I)(Inlaid)	SF	132	\$ 20.00	\$ 2,640.00
93	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
				<b>Phase 2 Project Cost Subtotal:</b>	<b>\$ 304,829.50</b>
				CONTINGENCY 15.0%	\$ 45,724.43
				<b>TOTAL ESTIMATED PHASE 3 PROJECT COST</b>	<b>\$ 350,553.93</b>

**TOTAL COMBINED ESTIMATED PROJECT COST \$ 2,607,500.80**

<b>BRIGHTON CROSSING FILING 6 OFFSITE IMPROVEMENTS</b>						
<b>S. 40TH AVENUE IMPROVEMENTS - DEVELOPER COSTS AND CONTRIBUTION TO THE BRIDGE STREET PROJECT</b>						
<b>UPDATED DEVELOPMENT AGREEMENT COST ESTIMATE W/ UPDATED BRANNAN PRICES</b>						
<b>JR ENGINEERING</b>						
<b>9/9/2024</b>						
<b>ITEM NO.</b>	<b>CDOT ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM COST</b>
<b>PHASE 1 (40th Ave) Developer Improvements Overlap - Contribution to Bridge Improvements</b>						
1	203-00010	Unclassified Excavation (Complete In Place)	CY	119	\$ 24.54	\$ 2,920.26
2	202-00220	Removal of Asphalt Mat (Full Depth)	SY	68	\$ 9.59	\$ 652.12
3	202-00220	Removal of Asphalt Mat (Milling)	SY	1156	\$ 2.78	\$ 3,213.68
4	202-00810	Relocation of Ground Sign - Removal of Ground Sign	EACH	1	\$ 274.34	\$ 274.34
5	202-00811 - 202-00250	Removal of Epoxy Striping - Removal of Pavement Marking	SF	280	\$ 3.33	\$ 932.40
6	210-04010	Adjust Manhole	EACH	1	\$ 730.72	\$ 730.72
7	210-04050	Adjust Valve Box	EACH	2	\$ 584.63	\$ 1,169.26
8	306-01000	Reconditioning	SY	802	\$ 3.94	\$ 3,159.88
9	304-06000	Aggregate Base Course (Class 6)	TON	440	\$ 77.76	\$ 34,214.40
10	403-33741	Hot Mix Asphalt Overlay (Grading S) (75) (PG 64-22) (2 inch Depth)	TON	146	\$ 100.63	\$ 14,691.98
11	403-34741	Hot Mix Asphalt Overlay (Grading SX) (75) (PG 64-22) (2 inch Depth)	TON	146	\$ 111.75	\$ 16,315.50
12	403-33741	Hot Mix Asphalt (Grading S) (75) (PG 64-22) (6 inch Depth)	TON	291	\$ 100.63	\$ 29,283.33
13	403-34741	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (2 inch Depth)	TON	92	\$ 111.75	\$ 10,281.00
14	614-00011	Sign Panel (Class I)	SF	6	\$ 27.43	\$ 164.58
15	614-01573	Steel Sign Support (2 1/2 Inch Round)(Post & Slip Base)	EACH	1	\$ 554.16	\$ 554.16
16	627-00004	Epoxy Pavement Marking	GAL	8	\$ 305.51	\$ 2,444.08
17	627-01010	Performed Plastic Pavement Marking (Type I)(Inlaid)	SF	137	\$ 22.22	\$ 3,044.14
					<b>Phase 1 Project Cost Subtotal:</b>	<b>\$ 124,045.83</b>
					CONTINGENCY 15.0%	\$ 18,606.87
<b>TOTAL ESTIMATED PHASE 1 PROJECT COST - Developer Contribution to Bridge Improvements Project</b>						<b>\$ 142,652.70</b>

Phasing Plan:



	50' Lots	60' Lots	Total
 PHASE 1 IMPROVEMENT LIMITS	106	17	123
 PHASE 2 IMPROVEMENT LIMITS	61	23	84
 PHASE 3 IMPROVEMENT LIMITS	24	32	56
<b>TOTAL LOTS</b>	<b>191</b>	<b>72</b>	<b>263</b>
   HATCHED AREA TO BE CONSTRUCTED WITH PHASE 1 OR PHASE 3. DEVELOPER TO DECIDE WHICH PHASE WILL OCCUR FIRST.			