

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

THIS SPACE FOR RECORDER'S USE ONLY

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**ANNEXATION AGREEMENT
BRIGHTON CROSSING**

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____ 2025, by and between BRIGHTON CROSSING, LLC, a Colorado limited liability company, ("ANNEXOR") and the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado ("CITY").

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of a 7.712-acre parcel of land, more particularly described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, ANNEXOR has filed a Petition for Annexation to the CITY of the unincorporated lands described in Exhibit A (the "Property"); and

WHEREAS, due to the need to reach agreement relating to the nature of the development application submitted in connection with the annexation, the parties agree that it is desirable to address certain development issues in this Agreement, with the understanding that a detailed Development or Subdivision Agreement between the ANNEXOR of the Property and the CITY will be required in connection with the platting of the Property; and

WHEREAS, CITY has determined that it is in the best interest of the residents of the CITY that the Property be developed within the boundaries of CITY and that the CITY provide municipal services and receive revenues from development occurring on the Property, as provided for herein; and

WHEREAS, the parties mutually agree that the annexation of the Property to the CITY shall not create any additional cost or impose any additional burden on the existing residents of the CITY to provide public facilities and services to the Property after annexation.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, together with other good and sufficient consideration;

THE PARTIES AGREE AS FOLLOWS:

**SECTION I
DEFINITIONS**

"Annexed Area" – see "Property."

"ANNEXOR" as used in this Agreement shall mean BRIGHTON CROSSING, LLC, or its successors in interest, assigns, and designees.

“Brighton Watershed Outfall Systems Plan” shall mean the *Brighton Watershed Tributary to the South Platte River Outfall Systems Plan*, dated December 1998, as the same may be amended from time to time.

“Comprehensive Plan” shall mean the *Be Brighton Comprehensive Plan Update*, dated March 22, 2016, as the same may be amended from time to time.

“Crossing” shall mean and refer to all bridges, culverts or other types of facilities or structures used to cross roadways, irrigation canals and laterals, drainage channels or storm drainage areas. For bridge construction, “crossing” will include that land and improvements between touchdown and touchdown.

“Fees” shall mean all of the fees lawfully assessed by the CITY in effect at the time of building permit issuance, together with other applicable fees, including but not limited to:

- General Services Impact Fee;
- District 27J Foundation Capital Facility Fee;
- Open Space/Park Land Dedication/Fee in Lieu;
- Neighborhood and Community Park Development Fees;
- School Land Dedication/Fee in Lieu;
- Storm Drainage Impact Fee;
- Transportation and Multimodal Impact Fee;
- Wastewater-Related Impact Fee;
- Wastewater Connection Fees;
- Utility meter/inspection Fees;
- Water Impact Fee; and
- Water Dedication/Fee in Lieu, as applicable

“Park and Open Space Master Plan” shall mean the *City of Brighton Parks and Recreation Master Plan* dated May 2021, as the same may be amended from time to time.

“Property” shall mean the +/- 7.712-acre parcel of land more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

“Public Works Standards and Specifications” shall mean the *City of Brighton Department of Public Works Standards and Specifications Manual* dated May 20, 2016, as the same may be amended from time to time.

“Reimbursement Agreement” shall mean and refer to a written Agreement between ANNEXOR and certain benefited landowners wherein either party shall be obligated to rebate or shall have rebated to the other party certain moneys advanced and expended by either party for oversizing water and sewer lines, streets, drainage, crossings, and other public improvements and facilities to be used by, or which are a benefit to, other developers or landowners.

“Storm Drainage Improvements” shall mean any storm drainage technique or facility that retards or detains runoff, including but not limited to, detention ponds, retention ponds, channels or pipes.

“Transportation Master Plan” shall mean the *Brighton Transportation Master Plan*, dated March 1, 2016, as the same may be amended from time to time.

“Urban Renewal Plan” shall mean the *Urban Renewal Plan* approved and adopted by the City Council of the City of Brighton on April 16, 2002, by Ordinance No. 1740, pursuant to the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes.

“Water and Sewer (Wastewater) Master Plan” shall mean the *City of Brighton Water and Wastewater Systems Master Plan* dated March 6, 2008, as the same may be amended from time to time.

“South Beebe Draw Drainage Plan” shall mean the *Bromley Park Storm Drainage Master Plan*, dated December 2015, as the same may be amended from time to time.

Definitions for any term used herein and not defined above shall be as stated as in the version in effect at the time the agreement is executed in *The Zoning Dictionary* by Lehman & Associates.

SECTION II STREETS

- A. ANNEXOR shall dedicate, at no cost to the CITY, all rights-of-way for public streets, including but not limited to, local, collector, and arterial streets, including E-470 and interchanges, as shown on the CITY’s Transportation Master Plan and/or the Bromley Park Traffic Master Plan as applicable, the Comprehensive Plan, and Public Works Standards and Specifications, as the same may be amended from time to time, in effect at the time of final plat approval for all or any portion of the Property, or earlier if so requested by the CITY, for commencement of construction of street improvements or for the extension of utilities. The specific rights-of-way to be dedicated by ANNEXOR are set forth in Exhibit C attached hereto and by this reference made a part hereof.
- B. ANNEXOR shall design and construct to CITY standards all public streets within the Property. ANNEXOR shall participate in the costs of the improvements of perimeter streets according to the CITY-wide policy in effect at the time of building permit application. In no event shall building permits be issued for any structure accessing a street not so improved.
- C. Existing above-ground utilities located within future rights-of-way will be considered public improvements required by the CITY, and will be placed underground by the utility provider at the sole cost to ANNEXOR.
- D. Upon the approval and signing of a final plat for all or any portion of the Property, or the commencement of any subdivision development work on the Property, whichever occurs earlier, ANNEXOR agrees to convey to the CITY the rights-of-way for streets as outlined in Exhibit C.
- E. ANNEXOR agrees to convey to CITY temporary easements in gross adjoining all streets to provide necessary cut and fill to establish the grade on a one-foot incline for every three feet of distance. Said easements shall be released to ANNEXOR at such time as the adjacent Property is filled and maintained at grade.
- F. ANNEXOR shall pay for installation of streetlights, traffic and street signs and traffic control devices for all streets within the Property. ANNEXOR will escrow funds anticipated to be required for signalization of perimeter streets upon request of the CITY, to be used when needs meet the required warrants as reasonably determined by CITY, subject to

reimbursement on an equitable pro rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be provided for by separate agreement between ANNEXOR and CITY or ANNEXOR and the benefited landowners, as applicable.

- G. All streets on the exterior boundaries and all public and private streets within the Property shall be improved in conformance with CITY's Public Works Standards and Specifications, in effect at the time of building permit issuance.
- H. ANNEXOR agrees to provide or assign to the CITY a warranty for all street improvements from the date of conditional acceptance by the CITY of such improvements. Upon expiration of the warranty period, the CITY shall accept the streets, rights-of-way and medians for maintenance provided that such street improvements are in accordance with CITY's Public Works Standards and Specifications.
- I. ANNEXOR agrees to pay the applicable Transportation and Multimodal Impact Fee at the time of building permit issuance for all or any portion of the Property, in an amount as set forth in the CITY'S annual Fee Resolution in effect at the time of payment.
- J. All lighting for site and facilities for the property shall conform to CITY's Public Works Standards and Specifications, in effect at the time of building permit issuance.

SECTION III WATER AND SEWER

- A. ANNEXOR agrees to construct and install all water and sewer lines within the Property and required ancillary facilities within the Property or which otherwise serve the Property in full compliance with the City of Brighton Water and Wastewater Master Plan as applicable, requirements and the CITY'S Public Works Standards and Specifications. ANNEXOR agrees to dedicate all necessary unobstructed rights-of-way for utility easements needed for water and sewer lines to serve the Property, or for transmission through the Property, such easements shall conform to Brighton Public Works Standards and Specifications, as may be amended from time to time.
- B. Subject to this Section III, upon ANNEXOR giving CITY one hundred twenty days' (120) prior notice of its need for water and sewer service and submitting its plan for development and its timetable of development concurrently with said 120 days' written notice, CITY agrees to provide water and sewer service to the Property at a point more particularly described in Exhibit C attached hereto and incorporated herein by this reference.
- C. When the ANNEXOR completes construction of the sewer and water lines according to Subsection III(A), above, pays the applicable fees, and meets all CITY standards and regulations, the CITY shall provide water and sewer service to the Property within five (5) business days after written verification of need by the ANNEXOR as required for development of the Property. However, no building permit shall be issued until all such lines are installed and accepted by the CITY, or until ANNEXOR has provided a performance bond in an amount adequate to fully install such lines.
- D. ANNEXOR shall pay all fees and charges related to the provision of water and sewer service. The Water Impact Fee for this annexation shall be paid according to the then applicable fee schedule, including the dedication of water shares. The ANNEXOR shall satisfy said dedication in accordance with the *Brighton Municipal Code*.

- i. As a condition to the transfer of any water resources to the CITY, the ANNEXOR, or property owner from whence the shares came, shall complete, to the satisfaction of the CITY, a Dry-Up Covenant in a form approved by the CITY, and the ANNEXOR or property owner shall complete the Covenant at the time of approval and signing of a final plat for all or any portion of the Property, and said Covenant shall be recorded in the appropriate county offices, and shall be a part of the corresponding development or subdivision improvement agreement. The ANNEXOR shall execute any other documents which may be required to effectuate the transfer of water rights to the CITY.
 - ii. The CITY shall also be entitled to charge monthly user fees for the provision of water and sewer services to the Property.
- E. There shall be no duty or obligation upon CITY to furnish water and/or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of the CITY, such services for water and/or sanitary sewer can be economically and reasonably installed, so as to provide services to a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the CITY.
- F. The ANNEXOR agrees that the availability of water and/or sanitary sewer service anticipated by this Agreement is subject to any water and/or sewer tap allocation program, water management program, water conservation program or similar program of the CITY, and is subject to any other general restriction of the CITY, relating to the provision of water and/or sanitary sewer service. ANNEXOR acknowledges that the CITY cannot ensure service provided to the development by third-party entities. If the area sought to be annexed cannot be served by one or more of any required third-party service providers, ANNEXOR may be required to financially contribute to a solution which effectuates such service.
- G. Within 30 days of final approval of the annexation ordinance for the Property, the ANNEXOR shall transfer by special warranty deed, in the form attached as Exhibit B, any rights it has to all water aquifers, also known as deep well aquifers, underlying the full area of the ANNEXOR's Property, together with all nontributary and not-nontributary water, and all rights thereto, as may be contained in said aquifers or elsewhere under ANNEXOR's Property. The aquifers to be included in the special warranty deed are the Dawson, Denver, Arapahoe, Laramie-Fox Hills and Dakota aquifers. The special warranty deed shall warrant title to the nontributary and not-nontributary water in perpetuity. The special warranty deed shall, in addition to standard warranties of a deed of this type, specifically warrant that the ANNEXOR (Grantor) has not divested itself of the subject aquifers, nor of any of the nontributary or not-nontributary waters underlying the Property, or the rights thereto, including the right to withdraw or use all or any portion of said nontributary or not-nontributary water, prior to their conveyance to CITY. If the ANNEXOR is unable to provide such a special warranty deed because it has previously conveyed or transferred all or any portion of said aquifers, nontributary or not-nontributary water, or the rights thereto, or if the CITY determines the ANNEXOR has or will knowingly violate the terms of the special warranty deed, ANNEXOR agrees to pay a pro rata amount calculated by determining the ratio of water from the aquifers which could be conveyed to the amount of water from the aquifers which is unavailable for conveyance to the CITY.
- H. The ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate, and use any and all groundwater within the Dawson, Denver, Arapahoe, Laramie-

Fox Hills and Dakota aquifers, and the South Platte River and South Beebe Draw alluviums underlying the Property. The ANNEXOR irrevocably consents in perpetuity, on behalf of itself and any and all successors in title pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the CITY of all such groundwater, and agrees to execute any additional or supplemental consents thereto that may be required for the CITY to withdraw, appropriate, or use said groundwater.

- I. If the CITY has adopted a non-potable water policy in effect at the time of final plat approval for all or any portion of the Property, the ANNEXOR agrees to abide by such policy and incorporate the same into the corresponding development or subdivision improvement agreement, in order to provide water for open space and park dedications, if any, within the final plat.

SECTION IV STORM DRAINAGE

- A. Storm drainage improvements shall be designed, constructed, and installed by ANNEXOR in full conformity with the storm drainage regulations of the CITY, CITY Public Works Standards and Specifications ("CITY STANDARDS"), all Outfall Systems Plans, Drainage or Stormwater Master Plans, the Bromley Park Master Drainage Plan, Mile High Flood District Master Drainageway Plans and/or other related master plans for drainage or other CITY drainage studies (collectively "STORM DRAINAGE PLANS") as applicable and as may be amended, revised, or updated.
- B. ANNEXOR agrees to dedicate all necessary rights-of-way and/or easements for storm sewers and other storm drainage facilities to adequately serve the area being annexed, or for transmission through the area to be annexed at the time of final subdivision approval. All storm drainage systems shall be designed in accordance with CITY STANDARDS, as amended from time to time. ANNEXOR agrees to provide all necessary rights-of-way and/or easements for the construction of storm drainage facilities required for conformity to the STORM DRAINAGE PLANS, as amended from time to time, plus sufficient width for maintenance vehicle access to said storm drainage facilities. Such dedication of storm sewer rights-of-way and/or easements shall occur at the time of final subdivision platting; however, ANNEXOR agrees to dedicate, without cost to the CITY, such rights-of-way and/or easements at an earlier time when determined by CITY to be required for commencement of construction of such facilities or for extension of utilities.
- C. ANNEXOR shall provide a drainage study, per CITY STANDARDS, at the time of final platting of all or any portion of the Property. In the event the ANNEXOR fails or refuses to provide a final drainage plan prior to final approval of a development plan, building permit, or final plat, such failure or refusal shall be deemed sufficient justification for CITY to refuse to approve any development plan, building permit, or final plat. Under such circumstances, the ANNEXOR, for themselves, their successors and assigns, hereby waive any right or equitable claims they may have against the CITY, its officers, agents, employees and elected officials, for failure to approve any such development plan, or building permit or final plat. Such waiver shall include any rights that may accrue to the ANNEXOR under any Colorado statute, which requires action on a final plat within a specified period of time.
- D. The storm drainage improvements shall be constructed concurrently with development of the annexed area and in a manner that will eliminate flooding in said developed area. The storm

drainage shall be of sufficient width to pass drainage from all tributary areas in a developed state. Storm drainage easements shall, wherever possible, conform to street patterns. ANNEXOR agrees to pay to the CITY appropriate Storm Drainage fees, as established by the CITY, in the amount as set forth in the CITY's Annual Fee Resolution in effect at the time of building permit issuance.

SECTION V CROSSINGS

- A. The parties mutually agree that crossings may be required on certain roadways within the boundaries of the Property, as required by CITY's Transportation Master Plan as applicable and Public Works Standards and Specifications Manual. ANNEXOR shall pay the total cost of all crossings within the boundaries of the Property. ANNEXOR shall also dedicate to the CITY any land required for the construction of said crossings.
- B. All crossings shall be constructed in accordance with the requirements of the development and/or subdivision improvement agreement for the Property.

SECTION VI PUBLIC LAND DEDICATION

- A. At the time of approval of a final plat for all or any portion of the Property, ANNEXOR shall dedicate to the CITY certain lands to be used for public purposes. At the sole discretion of the CITY, and when it is determined to be in the best interests of the CITY to do so, the CITY may permit the ANNEXOR to pay cash in lieu of said land dedication or to dedicate land off-site for public purposes. Lands dedicated for public purposes shall be acceptable to CITY and shall be platted by ANNEXOR in accordance with the Brighton *Land Use & Development Code*. ANNEXOR agrees that if between the time of annexation and subdividing, any of the Property is rezoned from a nonresidential to a residential classification, or a residentially-zoned area is rezoned to a higher density, additional land dedications may be required at the time of final plat approval.
- B. ANNEXOR agrees that lands to be dedicated for public purposes shall include all site and public improvements, including but not limited to, water, sewer, drainage, curb, gutter, streets and sidewalks, at the time of conveyance. No lands to be dedicated for public purposes shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless first approved in writing by the CITY. ANNEXOR agrees that all lands dedicated to the CITY shall not be used as a cut or fill area by the ANNEXOR unless first specifically approved in writing by the CITY, which approval may include, without limitation, approval of development permits, final plats, final development plans and similar approvals with respect to such dedicated lands.
- C. The ANNEXOR agrees to provide to the appropriate school district information regarding the projected number of school children to be generated by the proposed annexation, using the density factors supplied by the school district; the location of schools for said children, existing and proposed; the estimated assessed valuation tax yield for schools; and a comparison of the operating expense and cost to be experienced by the school district for accommodating said additional school population.

SECTION VII ZONING AND DESIGN

ANNEXOR agrees to develop the Property according to the Brighton Comprehensive Land Use Plan, the Brighton *Land Use & Development Code*, the City of Brighton Zoning Code, the *Bromley Park Land Use Regulations*, the CITY subdivision regulations and all other regulations and administrative policies of the CITY. ANNEXOR will be requesting that the Property be rezoned to a zoning designation in accordance with the type, nature, and extent of the land uses identified in the Comprehensive Plan. See Exhibit C, Special Provisions.

SECTION VIII PUBLIC FACILITY EXTENSION

Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be achieved according to a reimbursement agreement whereby owner(s) of lands abutting or benefited by such facilities or improvements shall reimburse the ANNEXOR for their proportionate share of ANNEXOR'S costs to extend public facilities which benefit such intervening lands. ANNEXOR and/or assigns assumes sole responsibility for the administration and collection of any and all moneys payable under such reimbursement agreements, unless otherwise set forth in the reimbursement agreement; provided, however, that the CITY agrees that it shall not approve a final plat or issue building permits for intervening lands subject to such reimbursement agreements until all reimbursements due and owing hereunder are paid in full.

SECTION IX GENERAL PROVISIONS

- A. THIS AGREEMENT shall be recorded with the Clerk and Recorder in Adams County in and shall run with the land, and shall be binding upon and insure to the benefit of the heirs, successors and assigns of the parties hereto.
- B. Nothing contained in this AGREEMENT shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of CITY'S legislative, governmental or police powers to promote and protect the health, safety or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by CITY of any fee which is of uniform or general application.
- C. No right or remedy of disconnection of the described Property from the CITY shall accrue from this Agreement, other than that provided by Colo. Rev. Stat. §§ 31-12-119 and 31-12-501, or other applicable state law. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property. In the event the Property or any portion thereof is disconnected at ANNEXOR's request, CITY shall have no further obligation to continue to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.
- D. If the annexation of the Property or any portion thereof is voided by initiative, referendum or the final action of any court, CITY agrees to cooperate with ANNEXOR to continue providing water and sewer service to the disconnected Property. CITY and ANNEXOR agree to jointly pursue all reasonable methods to continue such service, including but not limited to extra-

territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on the part of the CITY to continue service.

- E. It is understood and agreed to by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- F. All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. ANNEXOR shall pay all fees at the time at which they are due and in the amount in effect at the time of payment.
- G. If provision of any services, including but not limited to water and sewer services, requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, ANNEXOR shall provide such funds as and when required by such service agency.
- H. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- I. ANNEXOR shall develop the Property in full conformance with all CITY ordinances and regulations, as the same may be amended from time to time.

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

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

ANNEXOR:

Property Owner

Mailing Address

Date of Signing

BRIGHTON CROSSING, LLC

By: _____

The foregoing Brighton Crossing Annexation was subscribed and sworn to before me on this _____ day of _____ 2025, by _____ in his/her capacity as _____ of Brighton Crossing, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires on _____

[Signatures and acknowledgements continue on the following page.]

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

ALICIA CALDERON, City Attorney

- EXHIBIT A: Legal Description of Property**
- EXHIBIT B: Special Warranty Deed**
- EXHIBIT C: Special Provisions**
- EXHIBIT D: Bromley Park PUD 2nd Amendment Parks and Open Space Dedication
Calculations**
- EXHIBIT E: Trail Connection Exhibit**

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER 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 SAID SECTION 2 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO BEAR NORTH 89°19'55" EAST, A DISTANCE OF 2633.96 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO;

THENCE SOUTH 37°22'27" EAST, A DISTANCE OF 5207.04 FEET TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF "SOUTH 89°21'16" WEST, 1005.88 FEET" ALONG THE SOUTHERLY BOUNDARY OF BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT, PER PLAT RECORDED MAY 15, 2018, AT RECEPTION NO. 2018000039340, OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°21'16" EAST, A DISTANCE OF 875.80 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTH 00°38'31" EAST, A DISTANCE OF 105.05 FEET;

THENCE SOUTH 89°42'44" WEST, A DISTANCE OF 97.56 FEET; THENCE SOUTH 00°17'16" EAST, A DISTANCE OF 235.05 FEET; THENCE SOUTH 89°42'44" WEST, A DISTANCE OF 121.00 FEET;

THENCE NORTH 84°34'38" WEST, A DISTANCE OF 100.50 FEET;

THENCE SOUTH 89°42'44" WEST, A DISTANCE OF 594.30 FEET TO THE EASTERLY RIGHT-OF-WAY OF NORTH GOLDEN EAGLE PARKWAY AS RECORDED AT RECEPTION NO. C1194143, OF SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 08°38'42" EAST, A DISTANCE OF 86.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°54'28", AN ARC LENGTH OF 101.44 FEET;
3. SOUTH 00°38'43" EAST, A DISTANCE OF 153.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'03", AN ARC LENGTH OF 78.54 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, SOUTH 89°21'13" WEST, A DISTANCE OF 171.65 FEET TO THE SOUTHEASTERLY CORNER OF TRACT Z, BRIGHTON CROSSING FILING NO. 2, RECORDED DECEMBER 31, 2002, AT RECEPTION NO. C1074039, IN SAID RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT Z, NORTH 13°33'59" WEST, A DISTANCE OF 137.31 FEET;

THENCE ALONG SAID EASTERLY BOUNDARY OF TRACT Z AND THE EASTERLY BOUNDARY AND THE EASTERLY BOUNDARY EXTENDED OF TRACT U, OF SAID PLAT OF BRIGHTON CROSSING FILING NO. 2, 6TH AMENDMENT, AND THE EASTERLY BOUNDARY OF SAID TRACT Y, NORTH 13°16'10" EAST, A DISTANCE OF 536.74 FEET;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID TRACT Y, NORTH 34°53'38" EAST, A DISTANCE OF 73.28 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 7.712 ACRES, (335,949 SQUARE FEET), MORE OR LESS.

EXHIBIT B
TEMPLATE ONLY — ORIGINAL DEED TO BE RECORDED SEPARATELY AT TIME OF
ANNEXATION WITH THIS AGREEMENT AND ANNEXATION MAP

SPECIAL WARRANTY DEED
(Groundwater Rights)

THIS DEED is made this ____ day of _____, 20____, between _____, whose mailing address is _____, City of _____, County of _____, State of _____ (“Grantor”), and the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4th Avenue, City of Brighton, 80601, County of Adams, State of Colorado (“Grantee” or “Brighton”).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt which is hereby confessed and acknowledged by Grantor, including without limitation Brighton entering into an annexation agreement with Grantor entitled _____, dated _____ (the “Annexation Agreement”), and in accordance with the requirements of the Annexation Agreement has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, the following:

All of Grantor’s right, title and interest in and to all tributary, nontributary, and/or not nontributary groundwater, water and water rights, appropriations and franchises upon, under appurtenant to, leading to, connected with or now or historically used or enjoyed on or in connection with the Real Property (defined below), regardless of whether adjudicated or not adjudicated, including without limitation:

1. Any and all groundwater rights, rights to withdraw and use groundwater from water aquifers, sometimes called deep well aquifers, including without limitation rights in Denver Basin aquifers, including the Dawson (a.k.a. Dawson-Arkose), Denver, Arapahoe and Laramie-Fox Hills aquifers, including in any upper and lower aquifers, if any such aquifers are so subdivided, as may be contained within such aquifers or elsewhere underlying the boundaries of the real property consisting of approximately _____ acres, more or less, owned by Grantor, as legally described on **Exhibit A**, attached hereto and incorporated herein (the “Real Property”) (the “Aquifer Water Rights”);
2. Any and all rights in wells and well rights, including without limitation any and all exempt wells permitted for any purpose or use in accordance with C.R.S. §37-92-602, as amended;
3. Any and all decrees and pending water court applications, State Engineer filings, well registrations, well permits, and Groundwater Commission well permits, findings and orders, including without limitation any groundwater and water rights decreed in (or in the pending application in) Case No. _____ and/or water permitted under Well Permit No(s). _____ and/or Ground Water Commission Permit No(s). _____ **[NOTE:** References to Water Court Case Nos., Well Permit Nos. or Ground Water Commission Permit Nos. should be included if applicable]; and

4. Such other Aquifer Water Rights, groundwater, water and water rights, wells and well rights, and any and all other tributary, nontributary and not nontributary groundwater rights, appurtenant to, connected with or now or historically used or enjoyed on or in connection with the Real Property belonging or in any way appertaining to, used in connection with all or any part of the Real Property

(collectively the "Groundwater Rights").

Together with the perpetual, sole and exclusive right to claim, own, withdraw, appropriate, and use said Groundwater Rights, and all associated structures for the diversion, conveyance, measurement, storage or use of said Groundwater Rights, and all easements, rights of way, licenses, permits, and contract rights, and all other assets, rights, title or interests in or related to such Groundwater Rights.

Grantor hereby consents in perpetuity pursuant to C.R.S. §37-90-137(4), as amended, to Brighton's withdrawal, appropriation, use, reuse, successive use and use to extinction of said Aquifer Water Rights, which such Aquifer Water Rights underly the Real Property as legally described on **Exhibit A**.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of Grantor either in law or equity, of, in, and to the Groundwater Rights.

TO HAVE AND TO HOLD the Groundwater Rights and other rights, interests, and appurtenances above-bargained and described unto Grantee and its heirs, successors, and assigns forever. Further, Grantor, for itself and Grantor's successors, and assigns, does covenant, grant, bargain, and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the quiet and peaceable possession of the above-bargained Groundwater Rights and other rights, interests, and appurtenances by Grantee and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor. Grantor further warrants that it has not divested itself of all or any portion of the Groundwater Rights, nor has it previously conveyed or transferred to any other person or entity all or any portion of the Groundwater Rights or the right to withdraws such water from the Groundwater Rights.

[Remainder of page intentionally left blank.]

Signed this _____ day of _____, 20____.

Signature: _____

By: (Name, Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A
(Legal Description)

[To be updated prior to recording.]

EXHIBIT C SPECIAL PROVISIONS

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN BRIGHTON CROSSINGS ANNEXATION AGREEMENT BETWEEN THE CITY OF BRIGHTON, COLORADO AND ANNEXOR. SHOULD THERE BE ANY CONFLICT BETWEEN THE PROVISIONS OF THE ANNEXATION AGREEMENT AND THIS EXHIBIT C, THE PROVISIONS OF THIS EXHIBIT C SHALL CONTROL.

1. Rights-of-Way Dedication and Construction.

a. North Golden Eagle Parkway.

- i. CITY acknowledges that ANNEXOR, and/or its predecessor(s) in interest, have previously dedicated all right of way necessary for the extension of North Golden Eagle Parkway, presently identified as a Collector street section in the City's Transportation Master Plan, which may be amended from time to time. Such dedication is reflected within those certain Brighton Crossing Filing No. 2, 8th Amendment Construction Plans through Change Order #1.
- ii. In accordance with the Brighton Crossing Filing No. 2, 5th Amendment Development Agreement, ANNEXOR agrees that North Golden Eagle Parkway shall be annexed into the City. ANNEXOR acknowledges that the CITY shall not issue final construction acceptance of North Golden Eagle Parkway unless and until such annexation has been completed.
- iii. ANNEXOR agrees that initial construction acceptance of the roadway must be completed prior to the submittal of vertical building permits.

b. East Bridge Street.

- i. CITY acknowledges that ANNEXOR, and/or its predecessor(s) in interest, have previously dedicated all right of way necessary for the widening of East Bridge Street, presently identified as a Minor Arterial street section in the City's Transportation Master Plan, which may be amended from time to time. Such dedication is reflected within those certain Brighton Crossing Filing No. 2, 8th Amendment Construction Plans through Change Order #1.
- ii. ANNEXOR agrees to construct any public improvements, including the design and construction of the median on East Bridge Street, and particularly the eastward expansion of the median towards Interstate-76 frontage road, presently identified as a Minor Arterial street section in the City's Transportation Master Plan, which may be amended from time to time (the "Bridge Median Construction"). CITY acknowledges that, with respect to the Bridge Median Construction, the CITY previously entered into that certain Agreement for Median Design by and between the CITY and Sunflower Meadows PropCo LLC ("Sunflower") dated June 26, 2024, and recorded in the real property records of the Adams County Clerk and Recorder on July 12, 2024, at Reception #2024000037712 (the "Sunflower Agreement"). Pursuant to the Sunflower Agreement, Sunflower is obligated to design a portion of the Bridge Street median, and is also obligated to escrow funds with the CITY for the construction of a portion of the Bridge Street median. The CITY hereby agrees to (a) upon receipt from Sunflower, assign all of Sunflower's design of the Bridge Street median to ANNEXOR; and (b) following Initial Acceptance of the Bridge Median

Construction, and within 90 days after receipt of a reimbursement request from ANNEXOR, subject to the limitations contained herein, remit payment of all of Sunflower's escrowed funds to the City directly to ANNEXOR upon the CITY's receipt of the same from Sunflower as partial reimbursement for ANNEXOR's Bridge Median Construction. ANNEXOR acknowledges that in the event ANNEXOR is prepared to commence the Bridge Median Construction before the design for the same has been prepared by Sunflower, ANNEXOR may work with Sunflower to allocate responsibility for the design, or, at ANNEXOR's discretion, ANNEXOR may take sole responsibility for the design and all costs associated with the design. In the event ANNEXOR assumes responsibility for the design, the City shall collect Sunflower's pro rata share of the construction costs and remit payment to ANNEXOR (pursuant to ANNEXOR's proper reimbursement request for the same). The Parties acknowledge that the CITY's obligation to remit payment of Sunflower's escrowed funds shall not arise unless and until such escrowed funds are received by the CITY from Sunflower. The Parties further acknowledge that ANNEXOR shall remain obligated to construct the Bridge Median Construction regardless of whether the conditions precedent to Sunflower's obligations to design and escrow funds pursuant to the Sunflower Agreement ever arise. The term of any reimbursement established hereunder shall not exceed fifteen years from Final Acceptance of the Bridge Median Construction, regardless of whether the costs have been fully reimbursed.

- iii. ANNEXOR acknowledges that a portion of East Bridge Street is under the jurisdiction of the Colorado Department of Transportation (CDOT) and shall comply with all standards and/or requests for improvements, as determined at the sole discretion of CDOT.
- iv. The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat/development agreement.

c. Intersection of Golden Eagle Parkway and East Bridge Street.

- i. ANNEXOR agrees to complete all required adjacent improvements, and/or any other improvements which may be triggered as a result of a traffic impact study, at the time of development.

d. CITY's Standards and Specifications. Notwithstanding the provisions of this Agreement, the standards of public and private street improvements shall be set forth in the approved civil plans associated with each final plat of the Property.

2. Traffic Signal Contribution.

- a. ANNEXOR agrees to either construct or reimburse a pro-rata share of the cost of improving the traffic signals at the locations determined by the traffic impact study completed for the development. In the event the traffic impact study concludes there is a need to improve traffic signals at certain locations, the CITY shall determine, in its sole discretion, whether to require the ANNEXOR to (a) contribute its pro-rata share or (b) construct the required improvements. The timing of the contribution will be determined at time of subdivision plan. Details of construction and/or contribution will be determined at the time of final plat(s)/development agreement(s). In the event the City selects construction, the reimbursement to

ANNEXOR of the costs associated with such traffic signal beyond their pro rata share may be included in the development agreement(s).

3. Construction Requirements.

- a. **Access Points.** ANNEXOR shall construct one or more access point(s) to the Property, as may be required to serve future development, subject to review and approval by the CITY, the details and timing of which shall be generally determined at the time of subdivision plan and more specifically detailed at the time of final plat/development agreement.
- b. Unless outlined at the time of subdivision plan, in accordance with Section II(B), ANNEXOR shall design and construct to CITY standards all public streets within the Property. ANNEXOR shall participate in the costs of the improvements of perimeter streets according to the CITY-wide policy in effect at the time of building permit application.

4. Overhead Utility Lines. In accordance with Subsection II(C), ANNEXOR shall be responsible for undergrounding overhead utility lines running adjacent to and/or within the Property.

5. Street Lighting. ANNEXOR shall be responsible for the installation of street lighting in accordance with the Standards & Specifications along all roads adjacent to the Property and any roads constructed at the time of development, the details and timing of which shall be determined at the time of final plat/development agreement.

6. Water and Sewer Connection and Upsizing. ANNEXOR agrees to connect to water and sewer services at time of development. ANNEXOR assumes the sole responsibility for the design, coordination of construction, and construction, as well as the connection to all additional water, stormwater and sanitary sewer facilities necessary to serve the Property, and all costs associated therewith. This includes looping of water lines and any other standard determined appropriate by the CITY in the CITY's sole discretion at time of development. At the time of platting, ANNEXOR shall demonstrate a viable connection to CITY water and sewer services, subject to review and approval by the CITY. Said connections shall be required with any change or expansion in use and/or at the time of development.

7. Non-Potable Water System. As no parks and/or open space will be constructed within the Property, the CITY and ANNEXOR acknowledge that a non-potable water system will not be required to serve the Property.

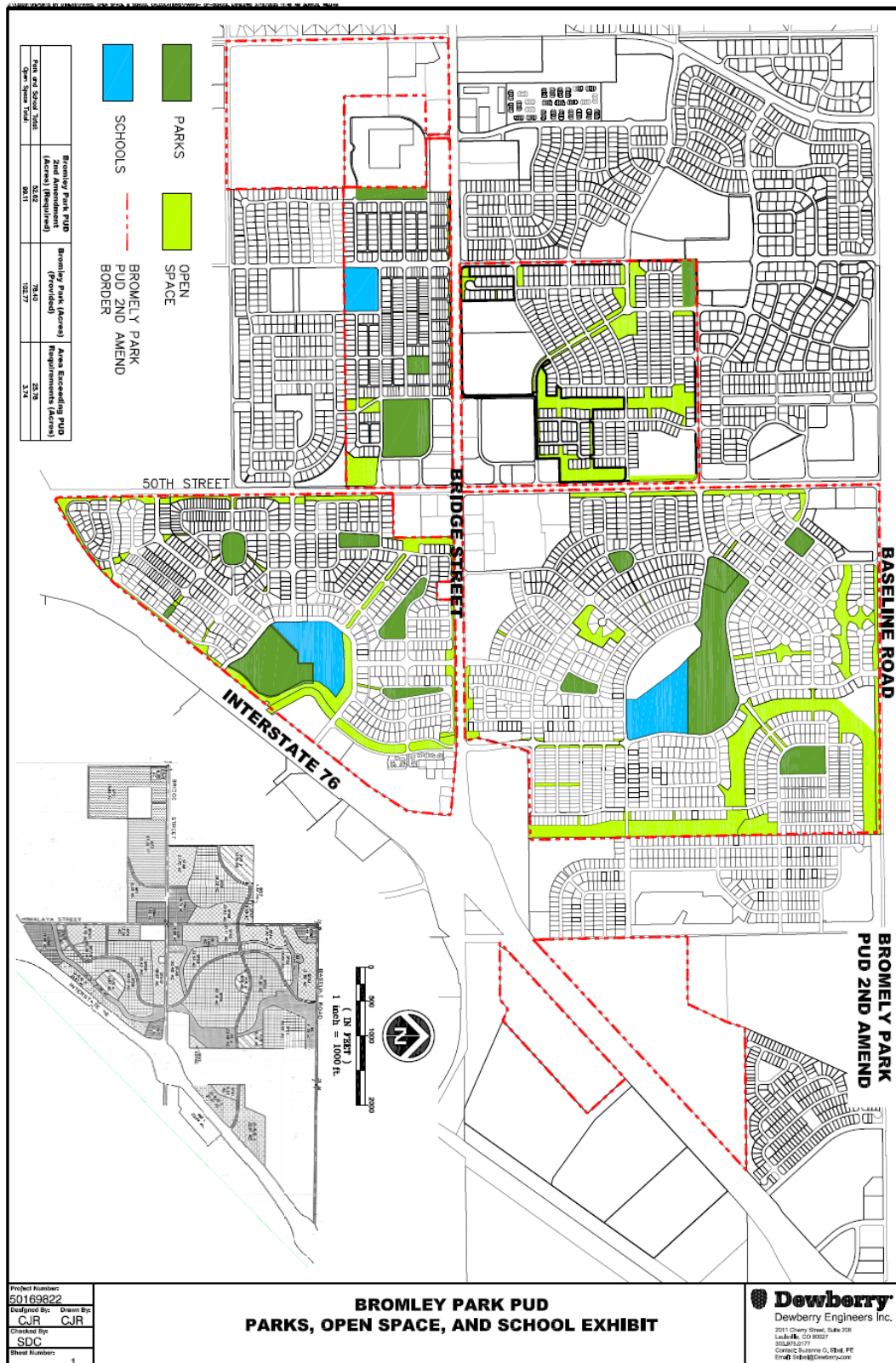
8. Parks and Open Space

- a. CITY acknowledges that, as the master developer for the development in the CITY commonly known as "Brighton Crossing", ANNEXOR has already exceeded its parks and open space dedication requirements in Brighton Crossing per the Bromley Park PUD, as reflected on the calculations attached hereto as **Exhibit D**. Accordingly, no further land dedication and/or the payment of fee-in-lieu will be required for parks and open space in association with development of the Property.
- b. ANNEXOR agrees to dedicate to the CITY, at the time of final plat, all rights of way as necessary for construction of trails required in Section 9 below.

- 9. Trails.** ANNEXOR agrees to design and construct the trail connection, which is approximately 100' north of Longs Peak Street shown on, and labeled as "Tie-In to Ex. Trail", on Exhibit E and in accordance with Brighton Crossing Filing No. 2, 8th Amendment Construction Plans, as amended through change orders.
- 10. Water Dedication.** ANNEXOR shall satisfy the water dedication requirement for the Property by dedicating to the City, at the time of final plat, or at such other time as may be required by the *Brighton Municipal Code*, as amended from time to time, and as a condition precedent to approval of the final plat, a sufficient number of acre-feet of water that is acceptable to the City, pursuant to the *Brighton Municipal Code*. Any lot created with lands included in this annexation shall satisfy water dedication requirements as set forth in this Agreement.
- 11. Inclusion into the South Beebe Draw Metropolitan District.** ANNEXOR acknowledges that before development can occur on the Property, the Property, if not already within the District boundary, shall be formally annexed and accepted into the South Beebe Draw Metropolitan District in a manner prescribed by the South Beebe Draw Metropolitan District. ANNEXOR further acknowledges that ANNEXOR may be subject to certain development and maintenance fees levied by the South Beebe Draw Metropolitan after annexation and acceptance.
- 12. Inclusion into the Brighton Crossing Metropolitan District No. 7.** ANNEXOR acknowledges that before development can occur on the Property, the Property shall be formally annexed and accepted into the Brighton Crossing Metropolitan District No. 7 in a manner prescribed by the Brighton Crossing Metropolitan District No. 7. ANNEXOR further acknowledges that ANNEXOR may be subject to certain development and maintenance fees levied by the Brighton Crossing Metropolitan Districts after annexation and acceptance. CITY acknowledges that inclusion will require the consent of the Brighton City Council pursuant to the terms and conditions of the applicable service plan.
- 13. Zoning of Property.** ANNEXOR acknowledges and agrees that the approval of zoning for the Property is a separate and distinct procedure governed by the *Land Use & Development Code* of the CITY and that this Agreement does not approve or otherwise guarantee the zoning of the Property. ANNEXOR and CITY agree that zoning of the Property shall be generally consistent with the Comprehensive Plan for the Property and be included in the Bromley Park Planned Unit Development area. ANNEXOR has submitted an application for a zoning designation of "Single Family Detached" under the *Bromley Park Land Use Regulations* (the "Zoning Application") in connection with ANNEXOR's petition for annexation of the Property, which Zoning Application shall be considered concurrently with the annexation of the Property, as provided in the City's *Land Use & Development Code*.
- 14. Subsequent Land Development Applications.** ANNEXOR agrees that before any platting can take place, a major subdivision plan must be approved and accepted by all applicable review entities.
- 15. Development Agreement.** ANNEXOR agrees that one or more development agreements, as necessary, shall be completed concurrent with the final plat.

- 16. Addressing.** ANNEXOR agrees that the roads adjacent to the Property are titled East Bridge Street and the future Golden Eagle Parkway and should appear as such on any future subdivision plan and/or final plat.
- 17. Community Benefit Incentives.** ANNEXOR shall make any successors and/or assigns aware of the Community Benefit Incentives as expressed in the *Land Use & Development Code* Section 5.08, as may be amended.
- 18. School District 27J Capital Facility Fee Foundation.** ANNEXOR is aware of the School District Capital Facility Fee Foundation (the “Foundation”), the purpose of which 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, shall enter into a participant agreement with the School District. Fees payable to the Foundation shall be paid directly to the School District for each platted residential lot. After establishment and assessment of any school fees as aforesaid, as a condition of approval and issuance of any residential building permit, ANNEXOR shall provide evidence to the CITY that such fees have been paid to the Foundation in accordance with this Section. The foregoing fee shall be payable if the Property, or a portion of the Property, is zoned residential.
- 19. Withdrawal of Annexation.** CITY acknowledges that the ANNEXOR shall have a right to withdraw the Annexation Petition in the event that one of the following does **not** occur:
- a. Zoning Application. The Brighton City Council approves the Zoning Application; and
 - b. Brighton Crossing Metropolitan District No. 7 Consent. The Brighton City Council consents to the Property’s inclusion into the Brighton Crossing Metropolitan District No. 7.
- 20. Applicable Master Plans to this Annexation.** Notwithstanding any provision of this Agreement to the contrary, the master plans, which may be amended from time to time, applicable to the Property are those listed below:
- a. **Drainage.**
 - i. Brighton Watershed Outfall Systems Plan (OSP)
 - ii. South Beebe Draw Drainage Plan
 - b. **Water and Wastewater.**
 - i. Water and Wastewater Systems Master Plan
 - c. **Transportation.**
 - i. Transportation Master Plan
 - d. **Parks and Recreation.**
 - i. Parks and Recreation Master Plan

Exhibit D **Bromley Park PUD 2nd Amendment Parks and Open Space Dedication Calculations**



Bromley Park PUD Land Uses

	Bromley Park PUD 2nd Amendment (acres)	Bromely Park (acres)	Difference (acres)
Park and School Total:	52.62	78.40	25.78
Open Space Total:	99.11	102.85	3.74

Bromley Park PUD Land Uses			
Filing	Tract/Park Name	Acreage	Land Use
Brighton Crossing Filing No. 1	Tract B	1.53	Park
	Tract A	2.37	Open space
	Tract C	0.08	Open space
	Tract E	0.71	Open space
	Total:	4.69	
Brighton Crossing Filing No. 2	Tract C	1.17	Park
	Tract D	0.96	Open space
	Tract A	0.82	Open space
	Tract CC	0.07	Open space
	Tract DD	0.07	Open space
	Padilla Elementary School	9.77	School
	Total:	12.87	
Brighton Crossing Filing No. 2 Amendment 3	Tract M	1.30	Open space
	Tract H	4.20	Open space
	Tract F	1.45	Park
	Tract J	0.23	Open space
	Tract JJ	1.07	Open space
	Tract E	1.52	Open space
	Tract L	0.19	Open space
	Track K	0.41	Open space
	Total:	10.37	
Brighton Crossing Filing No. 2 Amendment 5	Volley Park	3.66	Park
	Tract V	1.97	Open Space
	Tract KK	0.15	Open Space
	Tract FF	0.13	Open Space
	Tract EE	0.06	Open Space
	Tract HH	0.08	Open Space
	Tract P	10.20	Open Space
	Total:	16.25	
Brighton Crossing Filing No. 2 Amendment 6	Tract R	6.33	Open space
	Tract T	5.04	Open space
	Tract RRR	0.06	Open space
	Total:	11.43	
Brighton No. 2	Venture Park	20.08	park
	Total:	20.08	

Bromley Park PUD Land Uses			
Filing	Tract/Park Name	Acreage	Land Use
Brighton Crossing Filing No. 2 Amendment 8	Tract QQ	0.06	Open Space
	Tract SS	0.08	Open Space
	Tract TT	0.13	Open Space
	Tract UU	0.15	Open Space
	Tract VV	0.16	Open Space
	Tract WW	0.15	Open Space
	Tract XX	0.09	Open Space
	Tract YY	0.06	Open Space
	Tract ZZ	0.22	Open Space
	Tract AAA	0.22	Open Space
	Tract T	4.13	Open Space
	Tract Z	0.39	Open Space
	Total:	5.82	
Brighton Crossing Filing No. 3	Tract N	0.03	Open space
	Tract P	0.03	Open space
	Tract U	0.03	Open space
	Tract V	0.03	Open space
	Tract KK	0.31	Open space
	Tract HH	0.52	Open space
	Tract Q	1.25	Park
	Tract CC	0.42	Open space
	Tract BB	0.29	Open space
	Tract FF	0.37	Open space
	Tract Y	4.66	School
	Tract EE	2.87	Open space
	Total:	10.81	
Brighton Crossing Filing No. 4	Water Tower Park (Partial)	2.64	Park
	Total:	2.64	
Brighton Crossing Filing No. 7	Tract A	2.02	Park
	Tract B	3.81	Open space
	Tract C	0.94	Open space
	Tract D	3.01	Open space
	Tract E	4.50	Open space
	Tract F	0.41	Open space
	Tract G	0.31	Open space
	Tract H	0.85	Open space
	Tract I	1.64	Open Space
	Tract J	0.24	Open space
	Tract K	0.24	Open space
	Tract L	0.14	Open space
	Tract M	0.14	Open space

Bromley Park PUD Land Uses			
Filing	Tract/Park Name	Acreage	Land Use
Brighton Crossing Filing No. 7	Tract N	0.11	Open space
	Tract O	0.14	Open space
	Tract P	0.22	Open space
	Tract Q	0.31	Open space
	Tract R	1.20	Open space
	Tract S	0.75	Open space
	Tract T	0.27	Open space
	Total:	21.23	
Brighton Crossing Filing No. 7, 1st Amendment	Tract D	3.94	Open Space
	Tract E	4.59	Open Space
	Tract T	0.70	Open Space
	Tract U	0.34	Open Space
	Tract V	0.13	Open Space
	Tract W	0.05	Open Space
	Tract X	0.19	Open Space
	Total:	9.94	
Brighton Crossing Filing No. 7, 2nd Amendment	Tract A	0.09	Open space
	Tract B	0.03	Open space
	Tract C	0.76	Open space
	Tract D	1.18	Open space
	Total:	2.06	
Bromley Park Filing No. 1	Tract A	0.20	Park
	Tract B	0.13	Open space
	Tract C	0.52	Open space
	Tract D	0.15	Open space
	Tract E	0.10	Open space
	Total:	1.10	
Bromley Park Filing No. 2	Tract A	0.05	Open space
	Total:	0.05	
Bromley Park Filing No. 3	Summer Park	2.07	Park
	Tract A	0.22	Open space
	Tract B	0.04	Open space
	Tract C	0.18	Open space
	Tract D	0.54	Open space
	Tract F	0.61	Open space
	Tract G	0.07	Open space
	Tract H	0.05	Open space
	Total:	3.77	

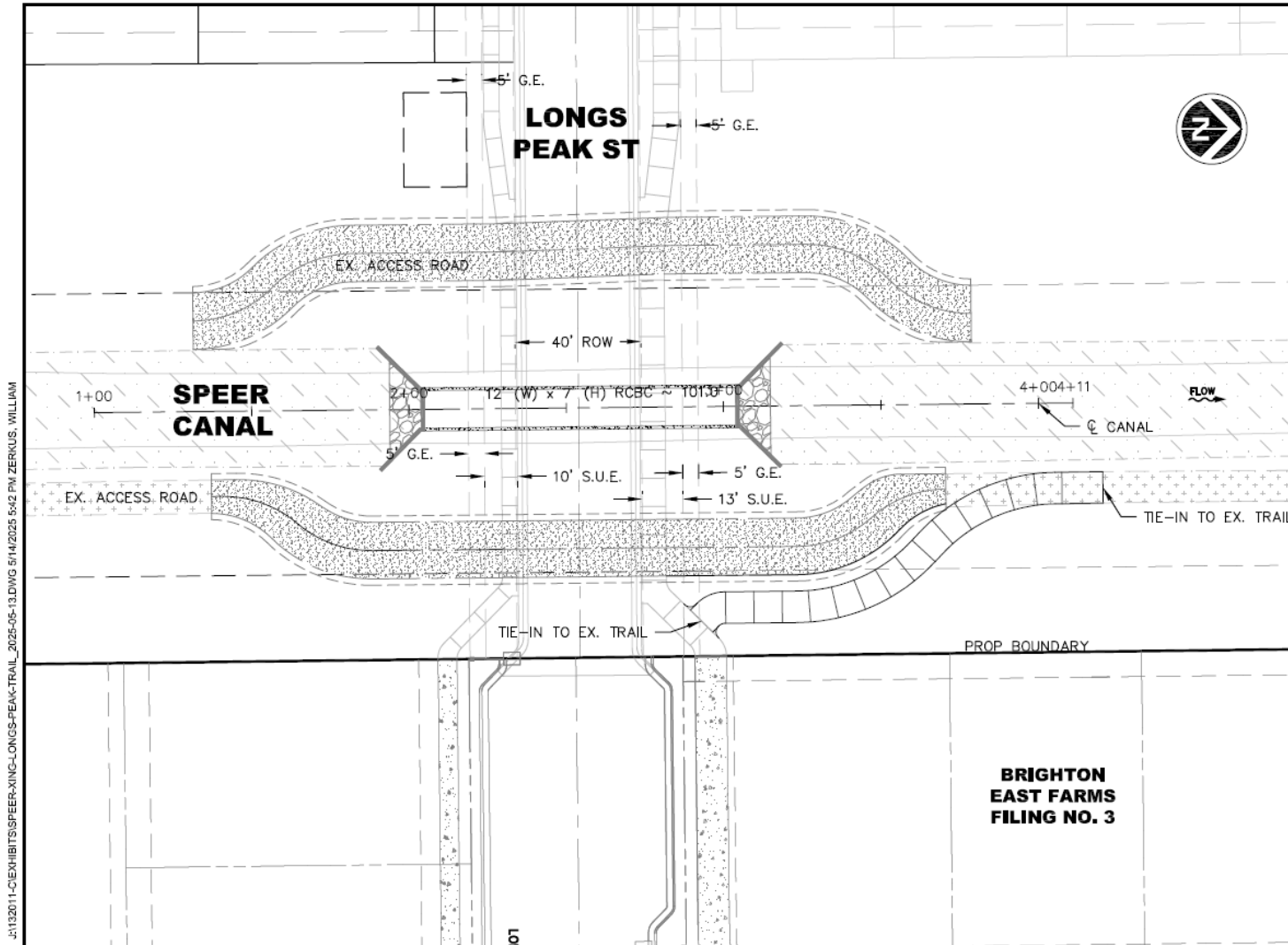
Bromley Park PUD Land Uses			
Filing	Tract/Park Name	Acreage	Land Use
Bromley Park Filing No. 4	Tract A	0.11	Open space
	Tract B	0.16	Open space
	Tract C	0.06	Open space
	Tract D	0.26	Park
	Tract E	0.09	Open space
	Tract F	0.92	Open space
	Tract G	1.56	Open space
	Total:	3.17	
Bromley Park Filing No. 5	Winter Park	1.65	Park
	Dewey Strong Park	9.62	Park
	Bromley East Charter School	9.60	School
	Spring Park	1.40	Park
	Fall Park	1.65	Park
	Tract B	1.62	Open Space
	Tract C	0.20	Open space
	Tract D	0.02	Open space
	Tract E	0.02	Open space
	Tract F	0.55	Open space
	Tract G	0.59	Open space
	Tract H	0.19	Open space
	Tract I	0.38	Open space
	Tract J	0.86	Open space
	Tract K	2.07	Open space
	Tract V	5.16	Open space
	Tract L	1.96	Open space
	Tract R	0.07	Open space
	Tract Q	0.08	Open space
	Tract U	0.23	Open space
	Tract T	0.44	Open space
	Tract S	0.36	Open space
	Total:	38.73	
Brighton Crossing Filing	Tract B	0.06	Open space
	Tract C	3.71	Park
	Tract D	1.02	Open space
	Tract E	0.07	Open space
	Tract F	0.82	Open space
	Tract G	0.45	Open space
	Tract H	0.11	Open space
	Total:	6.24	

EXHIBIT E
Trail Connection Exhibit

[Exhibit E begins on following page.]

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

THIS SPACE FOR RECORDER'S USE ONLY



Dewberry
Dewberry Engineers Inc.
2011 Cherry Street, Suite 206
Louisville, CO 80027-3090
720.575.0177
Contact: Suzanne O. Stibel, PE
Email: Sstibel@Dewberry.com

Brookfield Residential
Longs Peak Trail Connection
Brighton, CO

SCALE
0' 15' 30' 60'
SCALE: 1" = 30'

DRAWN BY XXX
APPROVED BY XXX
CHECKED BY XXX
DATE MAY 14, 2025

TITLE
LONGS PEAK
TRAIL CONNECTION
EXHIBIT

PROJECT NO. XXXXXXXX

1

SHEET NO.