

**RESOLUTION APPROVING THE SECOND AMENDMENT TO SUBDIVISION  
IMPROVEMENTS AGREEMENT WITH MIDTOWN LLC, CASE NO. PRC2012-00001  
AND PRC2012-00007**

**Resolution 2014-080**

WHEREAS, on July 11, 2012, in Case No. PRC2012-00007, Midtown at Clear Creek, the Board of County Commissioners (BoCC) approved a 1) Waiver from the subdivision design standards to allow the use of an 11-foot lane width instead of the required 12-foot lane width for Exterior Roadways (Pecos St.); 2) Waiver from the subdivision design standards to allow the use of patterned and colored concrete for the driving surface at select locations; 3) Waiver from subdivision design standards to allow the use of angled parking within a private roadway; 4) Waiver from subdivision design standards to allow the use of protruding / bump out sidewalks at select intersections and mid-block crossings for Internal Roadways; 5) Vacation of a portion of the W. 68th Ave. right-of-way to the west of the intersection of W. 68th Ave. and Pecos St; and,

WHEREAS, on July 25, 2012, in Case No. PRC2012-00001, Midtown at Clear Creek, the Board of County Commissioners approved a 1) Amendment to the approved Preliminary Planned Unit Development (PUD-P) / Preliminary Development Plan (PDP); 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD(P) zone district; 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD(P) Zone District; and

WHEREAS, Condition Precedent No. 23 of the Zoning Hearing Decision in Case No. PRC2012-00001 required that an SIA shall be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, on August 8, 2012, the BoCC approved a Subdivision Improvement Agreement to satisfy Condition Precedent No. 23 in Case No. PRC2012-00001; and

WHEREAS, on May 6, 2013, the BoCC approved an Amended Subdivision Improvement Agreement for Case No. PRC2012-00001; and

WHEREAS, Midtown LLC is now in the process of developing certain real property (183 acres, zoned P.U.D. Planned Unit Development) located south of 68<sup>th</sup> Avenue and on both sides of Pecos Street, pursuant to the development granted in Case No. PRC2012-00001 and PRC2012-00007; and,

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68<sup>th</sup> Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property; and,

WHEREAS, the Developer now requests certain amendments to the Subdivision Improvement Agreement that are necessary because of weather related delays in the construction schedule; and,

WHEREAS, the Developer has provided collateral by Subdivision Bond No. TM5134293/015037521, TM5134294/015037522, TM5134295/015097523, TM5134296/015037524, TM5134297/015097525, TM5134298/015037526, TM5134299/015037527, TM5134321/01503754, TM5134323/01503755, and TM5134322/015037550 from Liberty Mutual Insurance Company in the amount of \$4,202,052.30; and,

WHEREAS, the Adams County Planning and Development Department recommends approval of the attached Second Amendment to Subdivision Improvements Agreement.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 3<sup>rd</sup> day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy



MIDTOWN AT CLEAR CREEK  
Phase 1  
Case No. PRC2012-00001 &  
PRC2012-00007

## SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Midtown LLC, 188 Inverness Drive West, Suite 150, Englewood, Colorado 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties". This amended agreement ("Agreement") replaces and supersedes the previous subdivision improvement agreement of the parties made and entered into on or about August 8, 2012.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof, hereafter referred to as the "Property".

WHEREAS, the Developer desires to phase development of the Property in seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68<sup>th</sup> Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) in order to facilitate the overall development of the Property.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

WHEREAS, on July 25, 2012 the Board of County Commissioners approved Case # PRC2012-00001, Midtown at Clear Creek for the following:

- 1) Amendment to the approved Preliminary Development Plan (PDP);
- 2) Major Subdivision (Final Plat) to create 156 lots on approximately 26.4 acres of land in the PUD zone district;
- 3) Final Development Plan (PUD) to allow 156 lots on approximately 26.4 acres in the PUD Zone District

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. All documents are contingent upon, and subject to modification based on decisions made by the Adams County Board of County Commissioners. Any BoCC decisions that cause changes to the construction documents shall become field changes and shall be the full responsibility of the Developer to properly address and document. Upon request the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".

4. **Time for Completion.** Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in Exhibit "B". The County may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Phasing.** It is further agreed to by the parties that the subdivision may be developed into seven (7) phases (Phase 1A, Phase 1B, Water Quality Pond, 68<sup>th</sup> Avenue Improvements, Pecos Street Improvements, Raritan Drive, and West 67th Avenue) as set forth on Exhibit "C".
6. **Guarantee of Compliance.** Prior to the issuance of a Construction Permit (Permit for Construction of Facilities in the Public Right-of-Way) for any phase as described in Exhibit "B", the Developer shall furnish to the County a Performance Guarantee in accordance with Adams County Development Standards and Regulations Section 5-02-05 in the amounts of:

Phase 1A:

Cost Estimate from Exhibit "B"	\$ 617,939.00
Additional 20% for administration	\$ 123,587.80
Additional 5% per year for inflation (1 year)	\$ 30,896.95
<b>Total for Phase 1A</b>	<b>\$ 772,423.75</b>

Phase 1B:

Cost Estimate from Exhibit "B"	\$ 462,196.00
Additional 20% for administration	\$ 92,439.20
Additional 5% per year for inflation (2 years)	\$ 46,219.60
<b>Total for Phase 1B</b>	<b>\$ 600,854.80</b>

Water Quality Pond:

Cost Estimate from Exhibit "B"	\$ 315,035.00
Additional 20% for administration	\$ 63,007.00
Additional 5% per year for inflation (1 year)	\$ 15,751.75
<b>Total for Water Quality Pond</b>	<b>\$ 393,793.75</b>

68<sup>th</sup> Avenue Improvements:

Cost Estimate from Exhibit "B"	\$ 346,651.00
Additional 20% for administration	\$ 69,330.20
Additional 5% per year for inflation (1 year)	\$ 17,332.55
<b>Total for 68<sup>th</sup> Avenue Improvements</b>	<b>\$ 433,313.75</b>

Pecos Street Improvements:

Cost Estimate from Exhibit "B"	\$ 1,144,157.00
Additional 20% for administration	\$ 228,831.40
Additional 5% per year for inflation (1 year)	\$ 57,207.85
<b>Total for Pecos Street Improvements</b>	<b>\$ 1,430,196.25</b>

West 67th Avenue:

Cost Estimate from Exhibit "B"	\$ 136,391.00
Additional 20% for administration	\$ 27,278.20
Additional 5% per year for inflation (1 year)	\$ 6,819.55
<b>Total for West 67th Avenue</b>	<b>\$ 170,488.75</b>

Raritan Drive:

Cost Estimate from Exhibit "B"	\$ 320,785.00
Additional 20% for administration	\$ 64,157.00
Additional 5% per year for inflation (1 year)	\$ 16,039.25
<b>Total for Raritan Drive</b>	<b>\$ 400,981.25</b>

**Total Performance Guarantee Amount: \$ 4,202,052.30**

The Performance Guarantee is required in order to guarantee compliance with this Agreement, and shall be releasable only by the County. If an expiration date is required for said Performance Guarantee, it shall not expire less than twelve months after the Construction Completion Date for the corresponding phase as stated herein. Upon completion of said improvements constructed according to the terms of this Agreement, the Performance Guarantee shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part (not to exceed 10%) of the Performance Guarantee may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, shall become necessary. If, within ten business days of written notice to the Developer from the County requesting such repairs or replacements and subject to force majeure, the Developer shall not have undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived. Upon preliminary acceptance of improvements within a phase as described in Exhibit "B", County may begin accepting Building Permit Applications for parcels within the accepted phase. However, the County acknowledges and agrees to a limited exception to this requirement whereby Developer or Developer's designee(s) shall have the right to submit, and the County shall accept, applications relative to not more than six (6) model homes and one (1) passive home, to act as a demonstration for energy conservation for the metro area, to be situated on the Property, and the County may issue such building permits (subject to compliance, in each case, with all other requirements therefore including but not limited to fire district approval) prior to preliminary acceptance of the improvements required by this Agreement. Certificates of occupancy for these six building permits shall not be issued until the public improvements as described in Exhibit "B" have achieved preliminary acceptance by the County.

Upon preliminary acceptance of local roads that are constructed with bump-out sidewalks at intersections, any damage to the bump-out sections caused by County maintenance activity shall be the sole responsibility of the Developer to repair or replace at its own expense. The County shall not assume responsibility for damage to bump-out curbs generally caused by vehicle impact or vehicles driving over the curbs. Costs associated with repair or replacement of damaged bump-out curbs shall be the sole responsibility of the Developer.

The Metro District shall assume sole maintenance responsibility for the entirety of the outfall culvert, including the portion that traverses Pecos Street.

The Metro District shall assume sole maintenance responsibility for the entirety of the portion of West 67<sup>th</sup> Avenue between Pecos Street and Raritan Drive as shown on the Final Plat. The maintenance responsibility shall include, but not be limited to, patterned concrete and angled parking.

8. **PDP Amendment Explanation.** Developer and/or its predecessor(s) in interest previously submitted and obtained approvals of the Midtown at Clear Creek Plan Overall Development Plan (March 12, 2007 – Case #PRJ2006-00023) and the approved Preliminary Planned Unit Development – Preliminary Development Plan (PDP) and Preliminary Plat (February 25, 2008 – Case #PRJ2007-00024), which plans address design, engineering and development details regarding the Property. As a result of the general downturn in the economy, Developer and/or its predecessor(s) in interest delayed implementation of said plans.

Due to the changes in real estate conditions since the original 2008 approvals, and as a result of a dramatically altered lending market, Developer believes it is necessary to re-evaluate the approved PDP for real estate marketability and re-structure plans for long range implementation and construction in the evolving economic climate. Developer intends to amend the approved PDP in order to create a more viable PDP document that can achieve full build-out as a successful new community in the County. The Phase 1 Final Plat and Final Development Plan as well as subsequent Final Plat and Final Development Plans will be consistent with this amended PDP.

9. **Public Land Dedication (PLD) Fees**

The estimated PLD fee for the entire Midtown development is \$1,908,351. The exact PLD obligations will be calculated when a final plat application for each phase is submitted. The PLD fee for Phase 1 is \$279,763.57. The Developer shall submit bonds for these fees as collateral. This is based on the current understanding between the Developer and Hyland Hills Parks and Recreation District to ultimately dedicate land to the District and pay for park construction costs. Additionally, the bond for the schools portion of the PLD fee is submitted in light of the current understanding between the Developer and Mapleton School District to dedicate five acres of land or construct an early childhood learning center within the development. These negotiations are ongoing and are not yet finalized as of the time of Phase 1. The bonds will have an expiration date of four or five years, as specified below, from the date of approval of this SIA. If the PLD obligations have not been fulfilled at the end of year three or year four, as specified below, the County shall cash the bonds and no future credits or refunds of these fees will be available.

**School and Park Update.**

9. (a) **School.** Per the approved PDP, Developer has committed to dedicate five (5) acres to Adams County to be dedicated to Mapleton School District (the “School District”), and Developer has otherwise agreed to deliver a cash in lieu payment to satisfy Developer’s remaining dedication requirement (in an amount equivalent to attributed value for approximately two (2) acres within the amended PDP Property). The amended PDP will still obligate Developer to dedicate the same five (5) acre parcel located on the southeastern portion of parcel 1. However, Developer is in ongoing negotiations with the School District in connection with a proposal to meet the School District’s needs for an early learning center located in the Midtown subdivision. Accordingly, Developer has proposed the dedication of a parcel of property in the mixed-use area of the Midtown subdivision to the School District, upon which Developer would construct an early learning center, in exchange for which the aforementioned five (5) acre school site in parcel 1 would be released back to Developer for residential use. In either event, the outcome will result in an offset against the cash in-lieu owed to the School District and escrowed by the County equal to the land so dedicated (and, in the case of an early learning center, that portion of construction costs to be borne by Developer), such that Developer will seek a release of funds from any such escrow as of the time of determination. Developer shall provide a surety bond to the County in the amount of \$89,864.15 in order to satisfy the Schools portion of the PLD requirements for phase 1. This bond shall expire four (4) years from the date of this Agreement. After the completion of the third year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the PLD requirements by dedicating either the five (5) acre site within phase 9 or by dedicating land and providing construction costs for an early

learning center within phase 8. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

9. (b) **Parks.** Arcadis and Brownfield Partners have been engaged for environmental cleanup efforts on the former facility parcel, which are ongoing. Upon the completion of the cleanup, Developer proposes to construct a 43 acre park within phase 4 of the amended Midtown PDP. The park will be fully designed and developed by the Clear Creek Station Metropolitan District No. 1 ("CCSMD") in coordination with the Hyland Hills Recreation District. CCSMD and the Hyland Hills Recreation District are of the understanding that the park will be developed by CCSMD and turned over to Hyland Hills upon completion for operations and maintenance. If Hyland Hills chooses not to engage in an agreement with the CCSMD to take over maintenance and operations, then CCSMD will maintain the park. In light of Developer's proposal to dedicate a 2 acre neighborhood park within the Property, and a 43 acre park to Hyland Hills, Developer shall provide surety bonds in favor of the County until the parks are constructed. Such bonds and the ultimate construction of the parks would offset any Neighborhood Park PLD cash in-lieu fees for earlier phases. If any Neighborhood Park PLD fees for each phase are not covered by the park acreage to be dedicated, then Cash In-Lieu for the difference will be paid to the County at the time of submittal of a final plat application for that phase.

Developer shall provide a surety bond to the County in the amount of \$115,090.56 in order to satisfy the Neighborhood Parks portion of the Public Land Dedication requirements for phase 1. This bond shall expire five (5) years from the date of this Agreement. After the completion of the fourth year of the life of the bond, the County may proceed with actions to cash the bond if the Developer has not yet fulfilled the Neighborhood Parks PLD requirements for phase 1 by dedicating neighborhood parks land in future phases. If cashed, the money from this bond shall be held in an account by the County subject to the requirements of Section 05-05 of the Adams County Development Standards and Regulations.

The planned 43 acre park within phase 4 of the Amended Midtown PDP shall be credited toward the Developer's Neighborhood Park PLD requirements. The County has not yet determined whether any credit will be given toward Regional Park PLD requirements. As such, the developer shall pay \$74,808.86 cash-in-lieu to fulfill the Regional Park PLD requirement for phase 1.

10. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
11. **Metropolitan Districts.** Notwithstanding any provision hereof to the contrary and in furtherance of Section 10, Developer shall have the right to assign certain of its obligations and responsibilities hereunder to CCSMD or another special or metropolitan district created for the purpose of constructing, operating and/or maintaining public and private improvements. The County acknowledges that in 2007 the County approved a consolidated Service Plan for CCSMD together with the Clear Creek Station Metropolitan District Nos. 2 and 3 (collectively, the "Districts"), and that it is specifically contemplated that one or more of the Districts may undertake and complete financing, development and construction of any or all of the Improvements defined under Section 14 or as described elsewhere in this Agreement, subject to a maximum mill levy of fifty (50) mills in connection therewith, as adjusted per Section VII(C) of the Service Plan. Notice of any such assignment shall be given to the County at least 30 days prior to such assignment in accordance with Section 13 hereof. Said notice shall contain the effective date of such assignment.



12. **Special Provisions.** This Agreement shall constitute the entire Agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and executed by the parties hereto provided.
13. **Notice.** Any notice which may be given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, and unless amended by written notice, to the following:

DEVELOPER

Midtown LLC  
188 Inverness Drive West, Suite 150  
Englewood, Colorado 80112  
Attn: Rick Dengler  
(303) 706-9451

ADAMS COUNTY

Planning and Development  
4430 S. Adams County Parkway  
Brighton, CO 80601-8218  
Attn: Kristin Sullivan  
(720) 523-6800

Transportation Department  
4430 S. Adams County Parkway  
Brighton, CO 80601-8218  
Attn: Matthew Emmens  
(720) 523-6826

14. **Improvements.** The undersigned Developer hereby agrees to provide the following public improvements.

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Pecos Street, 68<sup>th</sup> Avenue, West 67<sup>th</sup> Avenue, Larsh Drive, Avrum Drive, Alan Drive, Raritan Drive and 68<sup>th</sup> Street in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Drainage facilities include curb & gutter, inlets, swales, storm sewer pipes, manholes, distilling basin, outlet structure, weirs, drop structures and water quality pond in accordance with the approved Construction Plans prepared by the Developer. The Public Improvements are listed in Exhibit "D".

Location of improvements is shown on Exhibit "C". Phasing of improvements are listed on Exhibit "B".

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

Midtown LLC.

By: [Signature]  
Rick Dengler, President Colorado

Clear Creek Station Metropolitan District ("CCSMD")

By: [Signature]  
Rick Dengler, President Colorado

RACHEL ADRIAN SPELLMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134043208  
MY COMMISSION EXPIRES 07/10/2017

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2014, by Rick Dengler, President of Midtown LLC, County of Arapahoe  
Rick Dengler, President of CCSMD, County of Arapahoe

My commission expires: 7/10/17

Address: 188 Inverness Dr. West  
Englewood Co 80112

[Signature]  
Notary Public

APPROVED AS TO FORM:

[Signature]  
County Attorney

APPROVED BY resolution at the meeting of February 3, 2014.

Collateral to guarantee compliance with this Agreement and construction of public improvements shall be required in the amount of:

\$ 4,202,052.30

No Construction Permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
ATTEST:

[Signature]  
Clerk of the Board



ADAMS COUNTY, COLORADO

[Signature]  
Chair

**EXHIBIT A**

**Legal Description: MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1**

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 7735, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3 1/4" ALUMINUM CAP IN RANGEBOX, STAMPED PLS 28664, BEARS S 89°43'26" E, A DISTANCE OF 2664.23 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, S 89°43'26" E, A DISTANCE OF 1123.27 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST 68TH AVENUE, S 89°43'26" E, A DISTANCE OF 524.17 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°43'26" EAST, AS DISTANCE OF 264.26 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 428.01 FEET;

THENCE SOUTH 88°02'02" EAST, A DISTANCE OF 237.80 FEET;

THENCE SOUTH 44°51'35" EAST, A DISTANCE OF 52.43 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 3668 AT PAGE 35 OF THE ADAMS COUNTY RECORDS SAID POINT ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET;

THENCE ALONG SAID WESTERLY LINE, SOUTH 00°00'15" WEST, A DISTANCE OF 1113.41 FEET TO THAT PARCEL OF LAND DESCRIBED IN BOOK 3570 AT PAGE 311 OF THE ADAMS COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY LINE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 89°55'26" WEST, A DISTANCE OF 10.00 FEET;

2) SOUTH 00°00'15" WEST, A DISTANCE OF 141.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 3.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'15" EAST, A DISTANCE OF 53.67 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 00°00'15" EAST, A DISTANCE OF 278.74 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 342.18 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;  
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 14.01 FEET;  
THENCE NORTH 89°43'54" WEST, A DISTANCE OF 57.00 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 14.01 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;  
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 13.55 FEET;  
THENCE NORTH 89°43'47" WEST, A DISTANCE OF 57.00 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 13.56 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 208.00 FEET;  
THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 47.50 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 57.00 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 352.50 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 26.50 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 26.50 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 105.00 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 106.79 FEET;  
THENCE NORTH 44°43'26" WEST, A DISTANCE OF 13.73 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 471.94 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 40.85 FEET;  
THENCE SOUTH 54°47'32" WEST, A DISTANCE OF 17.66 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 31.96 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 10.25 FEET;  
THENCE NORTH 89°43'26" WEST, A DISTANCE OF 84.71 FEET;  
THENCE NORTH 00°16'34" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF  
**BEGINNING.**

CONTAINING A CALCULATED AREA OF 1,210,563 SQUARE FEET OR 27.791 ACRES, MORE OR LESS.

TOGETHER WITH:

**PARCEL 2:**

THE NORTH 315.55 FEET OF PLOTS 21 AND 22, NORTH BROADWAY GARDENS, EXCEPT THE WEST 20 FEET THEREOF CONVEYED TO ADAMS COUNTY BY DEED RECORDED NOVEMBER 28, 1988 IN BOOK 3513 AT PAGE 50, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 196,225 SQUARE FEET OR 4.505 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TWO PARCELS CONTAIN A TOTAL CALCULATED AREA OF 1,406,788 SQUARE FEET OR 32.295 ACRES, MORE OR LESS.

**EXHIBIT B**

**Public Improvements:** MIDTOWN AT CLEAR CREEK SUBDIVISION – Phase 1

**Construction Completion Date for Phase 1A:** May 31, 2014

**Construction Completion Date for Phase 1B:** December 31, 2014

**Construction Completion Date for Water Quality Pond:** May 31, 2014

**Construction Completion Date for West 67th Avenue:** December 31, 2013

**Construction Completion Date for Raritan Drive:** December 31, 2013

**Construction Completion Date for 68<sup>th</sup> Avenue Improvements:** December 31, 2014

**Construction Completion Date for Pecos Street Improvements:** April 30, 2014

Initials of Developer: \_\_\_\_\_

*BD*

**Public Improvements: Phase 1A**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	20.6	AC	300.00	\$6,180
STRIPPINGS (Strip Topsoil)	13,848	CY	1.25	\$17,310
MASS EXCAVATION (Cut to Fill)	39,700	CY	1.40	\$55,580
FINE GRADING	23,830	SF	0.09	\$2,145
<b>Grading Subtotal</b>				<b>\$105,552</b>
<b>STORM DRAINAGE</b>				
18" RCP (0-8' DEPTH)	37	LF	35.00	\$1,295
24" RCP (0-8' DEPTH)	35	LF	40.00	\$1,400
30" RCP (0-8' DEPTH)	567	LF	47.00	\$26,649
42" RCP (0-8' DEPTH)	79	LF	85.00	\$6,715
54" RCP (0-8' DEPTH)	995	LF	110.00	\$109,450
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
4' DIA. MANHOLE	1	EA	1,850.00	\$1,850
6' DIA. MANHOLE	1	EA	3,250.00	\$3,250
8' DIA. MANHOLE	4	EA	6,000.00	\$24,000
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	3	EA	4,500.00	\$13,500
TYPE 'C' INLET	1	EA	3,000.00	\$3,000
TEMPORARY RIPRAP	150	SY	40.00	\$6,000
TEMPORARY RIPRAP DROPS	3	EA	5,000.00	\$15,000
TEMPORARY DRAINAGE CHANNELS	1,551	LF	10.00	\$15,510
<b>Storm Drainage Subtotal</b>				<b>\$232,619</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	3,903	LF	10.50	\$40,982
13' WIDE CONCRETE ALLEY	1,554	LF	27.95	\$43,434
ALLEY CURB CUT / APPROACH	7	EA	1,350.00	\$9,450
5' WALK (4" THICKNESS)	2,548	LF	13.75	\$35,035
SUBGRADE PREP CONC.	8,005	LF	1.25	\$10,006
HANDICAP RAMPS (15' RADIUS)	8	EA	1,750.00	\$14,000
MID-BLOCK HANDICAP RAMPS	1	EA	650.00	\$650
CROSS PANS	2	EA	3,000.00	\$6,000
<b>PAVING</b>				
8" FULL DEPTH ASPHALT	4,760	SY	18.50	\$88,060
SUBGRADE PREP ASPHALT	5,835	SY	3.75	\$21,881
ADJ MH TO GRADE	6	EA	300.00	\$1,800
ADJ VALVES TO GRADE	6	EA	100.00	\$600
SWEEP STREETS	5,910	SY	0.20	\$1,182
<b>SIGNAGE</b>				
BARRIERS/CONTR SIGNS	3	EA	500.00	\$1,500
STREET SIGNS	17	EA	625.00	\$10,625
<b>Street Subtotal</b>				<b>\$285,205</b>
<b>RETAINING WALLS</b>				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
<b>Retaining Wall Subtotal</b>				<b>\$4,900</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	4	EA	3,500.00	\$24,000
<b>Dry Utilities Subtotal</b>				<b>\$24,500</b>
<b>Planning Area 1A Total</b>				<b>\$617,939</b>

**Public Improvements: Phase 1B**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	9.8	AC	300.00	\$2,940
STRIPPINGS (Strip Topsoil)	6,588	CY	1.25	\$8,235
FINE GRADING	3,284	SF	0.09	\$296
<b>Grading Subtotal</b>				<b>\$11,470</b>
<b>STORM DRAINAGE</b>				
18" RCP (0-8' DEPTH)	36	LF	35.00	\$1,260
24" RCP (0-8' DEPTH)	66	LF	40.00	\$2,640
5' DIA. MANHOLE	1	EA	2,500.00	\$2,500
5' TYPE 'R' INLET	1	EA	3,250.00	\$3,250
10' TYPE 'R' INLET	1	EA	4,500.00	\$4,500
<b>Storm Drainage Subtotal</b>				<b>\$14,150</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	4,451	LF	10.50	\$46,736
13' WIDE CONCRETE ALLEY	2,386	LF	27.95	\$66,689
ALLEY CURB CUT / APPROACH	11	EA	1,350.00	\$14,850
5' WALK (4" THICKNESS)	3,800	LF	13.75	\$52,250
SUBGRADE PREP CONC.	10,637	LF	1.25	\$13,296
HANDICAP RAMPS (15' RADIUS)	10	EA	1,750.00	\$17,500
MID-BLOCK HANDICAP RAMPS	5	EA	650.00	\$3,250
CROSS PANS	2	EA	3,000.00	\$6,000
<b>PAVING</b>				
8" FULL DEPTH ASPHALT	7,705	SY	18.50	\$142,543
ENHANCED PAVING	388	SF	11.05	\$4,287
SUBGRADE PREP ASPHALT	8,785	SY	3.75	\$32,944
SWEEP STREETS	15,410	SY	0.20	\$3,082
<b>SIGNAGE</b>				
BARRIERS/CONTR SIGNS	2	EA	500.00	\$1,000
STREET SIGNS	10	EA	625.00	\$6,250
<b>Street Subtotal</b>				<b>\$410,676</b>
<b>RETAINING WALLS</b>				
RETAINING WALL (Dry Stack Stone)	140	SF	35.00	\$4,900
<b>Retaining Wall Subtotal</b>				<b>\$4,900</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	6	EA	3,500.00	\$21,000
<b>Dry Utilities Subtotal</b>				<b>\$21,000</b>
<b>Planning Area 1B Total</b>				<b>\$462,196</b>

**Public Improvements: Pecos Street**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	1.2	AC	300.00	\$360
STRIPPINGS (Strip Topsoil)	807	CY	1.25	\$1,008
MASS EXCAVATION (Cut to Fill)	1,500	CY	1.40	\$2,100
FINE GRADING	37,960	SF	0.09	\$3,416
<b>Grading Subtotal</b>				<b>\$6,885</b>
<b>STORM DRAINAGE</b>				
24" RCP (0-8' DEPTH)	15	LF	40.00	\$600
60" RCP (0-8' DEPTH)	35	LF	150.00	\$5,250
3'x6' CBC	335	LF	325.00	\$108,875
BOX BASE MANHOLE	1	EA	9,000.00	\$9,000
CORE MANHOLE FOR 3'x6' CBC	2	EA	6,000.00	\$12,000
TYPE '13' SINGLE COMBINATION INLET	1	EA	5,000.00	\$5,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
<b>Storm Drainage Subtotal</b>				<b>\$155,725</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	3,161	LF	10.50	\$33,191
6" VERTICAL CURB & GUTTER (1' PAN)	2,951	LF	10.00	\$29,510
8' WALK (4" THICKNESS)	3,190	LF	22.00	\$70,180
SUBGRADE PREP CONC.	9,302	LF	1.25	\$11,628
HANDICAP RAMPS (30' RADIUS)	4	EA	2,500.00	\$10,000
<b>PAVING</b>				
2" ASPHALT MILL & OVERLAY	11,310	SY	10.00	\$113,100
10" FULL DEPTH ASPHALT	3,765	SY	23.00	\$86,595
ENHANCED PAVING	734	SF	11.05	\$8,111
MONUMENTS	2	EA	8,500.00	\$17,000
SPLASH CURB	1,121	LF	25.50	\$28,586
LOW SIGN WALLS	154	FF	34.00	\$5,236
SUBGRADE PREP ASPHALT	4,890	SY	3.75	\$18,338
ADJ. MH TO GRADE	16	EA	150.00	\$2,400
ADJ. VALVES TO GRADE	10	EA	50.00	\$500
SWEEP STREETS	30,150	SY	0.20	\$6,030
<b>SIGNAGE</b>				
BARRIERS/CONTR SIGNS	1	EA	25,000.00	\$25,000
STRIPING	1	LS	15,000.00	\$15,000
TRAFFIC SIGNALS (68th AVE. & MAIN ST.)	2	EA	200,000.00	\$400,000
STREET SIGNS	15	EA	625.00	\$9,375
<b>Street Subtotal</b>				<b>\$889,778</b>
<b>DEMOLITION</b>				
SAW CUT ASPHALT	6,560	LF	3.50	\$22,960
REMOVE AND DISPOSE CURB & GUTTER	2,880	LF	4.00	\$11,520
REMOVE AND DISPOSE PAVEMENT	1,665	SY	10.00	\$16,650
REMOVE AND DISPOSE TYPE '13' SINGLE INLET	1	EA	1,500.00	\$1,500
REMOVE AND DISPOSE TYPE '13' TRIPLE INLET	1	EA	2,500.00	\$2,500
REMOVE AND DISPOSE SIDEWALK	2,880	LF	3.00	\$8,640
<b>Demolition Subtotal</b>				<b>\$63,770</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	8	EA	3,500.00	\$28,000
<b>Dry Utilities Subtotal</b>				<b>\$28,000</b>
<b>Pecos Street Total</b>				<b>\$1,144,157</b>



**Public Improvements: 68<sup>th</sup> Avenue**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	1.5	AC	300.00	\$450
STRIPPINGS (Strip Topsoil)	1,008	CY	1.25	\$1,260
MASS EXCAVATION (Cut to Fill)	2,000	CY	1.40	\$2,800
FINE GRADING	22,070	SF	0.09	\$1,986
<b>Grading Subtotal</b>				<b>\$6,497</b>
<b>STORM DRAINAGE</b>				
54" RCP (0-8' DEPTH)	225	LF	110.00	\$24,750
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
8' DIA. MANHOLE	3	EA	6,000.00	\$18,000
TYPE '13' QUAD COMBINATION INLET	1	EA	20,000.00	\$20,000
TYPE '13' TRIPLE COMBINATION INLET	1	EA	15,000.00	\$15,000
TEMPORARY RIPRAP	105	SY	40.00	\$4,200
TEMPORARY DRAINAGE CHANNELS	1,100	LF	10.00	\$11,000
<b>Storm Drainage Subtotal</b>				<b>\$94,700</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	1,115	LF	10.50	\$11,708
5' WALK (4" THICKNESS)	1,165	LF	13.75	\$16,019
SUBGRADE PREP CONC.	2,280	LF	1.25	\$2,850
HANDICAP RAMPS (25' RADIUS)	4	EA	2,250.00	\$9,000
<b>PAVING</b>				
10" FULL DEPTH ASPHALT	1,300	SY	23.00	\$29,900
2" ASPHALT MILL & OVERLAY	6,145	SY	10.00	\$61,450
SUBGRADE PREP ASPHALT	2,150	SY	3.75	\$8,063
ADJ. MH TO GRADE	9	EA	150.00	\$1,350
ADJ. VALVES TO GRADE	7	EA	50.00	\$350
SWEEP STREETS	2,600	SY	0.20	\$520
<b>SIGNAGE</b>				
BARRIERS/CONTR SIGNS	1	EA	15,000.00	\$15,000
STRIPING	1	LS	7,500.00	\$7,500
LOW SIGN WALLS	526	FF	34.00	\$17,884
STREET SIGNS	10	EA	625.00	\$6,250
<b>Street Subtotal</b>				<b>\$187,843</b>
<b>DEMOLITION</b>				
SAW CUT ASPHALT	1,450	LF	3.50	\$5,075
REMOVE AND DISPOSE CURB & GUTTER	1,278	LF	4.00	\$5,112
REMOVE AND DISPOSE PAVEMENT	3,140	SY	10.00	\$31,400
REMOVE AND DISPOSE 36" RCP	135	LF	15.00	\$2,025
<b>Demolition Subtotal</b>				<b>\$43,612</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	4	EA	3,500.00	\$14,000
<b>Dry Utilities Subtotal</b>				<b>\$14,000</b>
<b>68th Avenue Total</b>				<b>\$346,651</b>

**Public Improvements: West 67<sup>th</sup> Ave.**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	1.0	AC	300.00	\$300
STRIPPINGS (Strip Topsoil)	672	CY	1.25	\$840
MASS EXCAVATION (Cut to Fill)	3,500	CY	1.40	\$4,900
FINE GRADING	4,937	SF	0.09	\$444
<b>Grading Subtotal</b>				<b>\$6,485</b>
<b>STORM DRAINAGE</b>				
18" RCP (0-8' DEPTH)	425	LF	35.00	\$14,875
4' DIA. MANHOLE	2	EA	1,850.00	\$3,700
5' TYPE 'R' INLET	2	EA	3,250.00	\$6,500
TYPE '13' SINGLE COMBINATION INLET	1	EA	3,500.00	\$3,500
<b>Storm Drainage Subtotal</b>				<b>\$28,575</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	862	LF	10.50	\$9,051
6" VERTICAL CURB & GUTTER (1' PAN)	680	LF	10.00	\$6,800
5' WALK (4" THICKNESS)	696	LF	13.75	\$9,570
SUBGRADE PREP CONC.	2,238	LF	1.25	\$2,798
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
<b>PAVING</b>				
8" FULL DEPTH ASPHALT	1,875	SY	18.50	\$34,688
ENHANCED PAVING	344	SF	11.05	\$3,801
SUBGRADE PREP ASPHALT	2,320	SY	3.75	\$8,700
ADJ. MH TO GRADE	2	EA	300.00	\$600
ADJ. VALVES TO GRADE	2	EA	100.00	\$200
SWEEP STREETS	3,750	SY	0.20	\$750
<b>SIGNAGE</b>				
STREET SIGNS	8	EA	625.00	\$5,000
<b>Street Subtotal</b>				<b>\$85,457</b>
<b>RETAINING WALLS</b>				
LOW WALLS	261	SF	34.00	\$8,874
<b>Retaining Wall Subtotal</b>				<b>\$8,874</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	2	EA	3,500.00	\$7,000
<b>Dry Utilities Subtotal</b>				<b>\$7,000</b>
<b>West 67th Avenue Total</b>				<b>\$136,391</b>

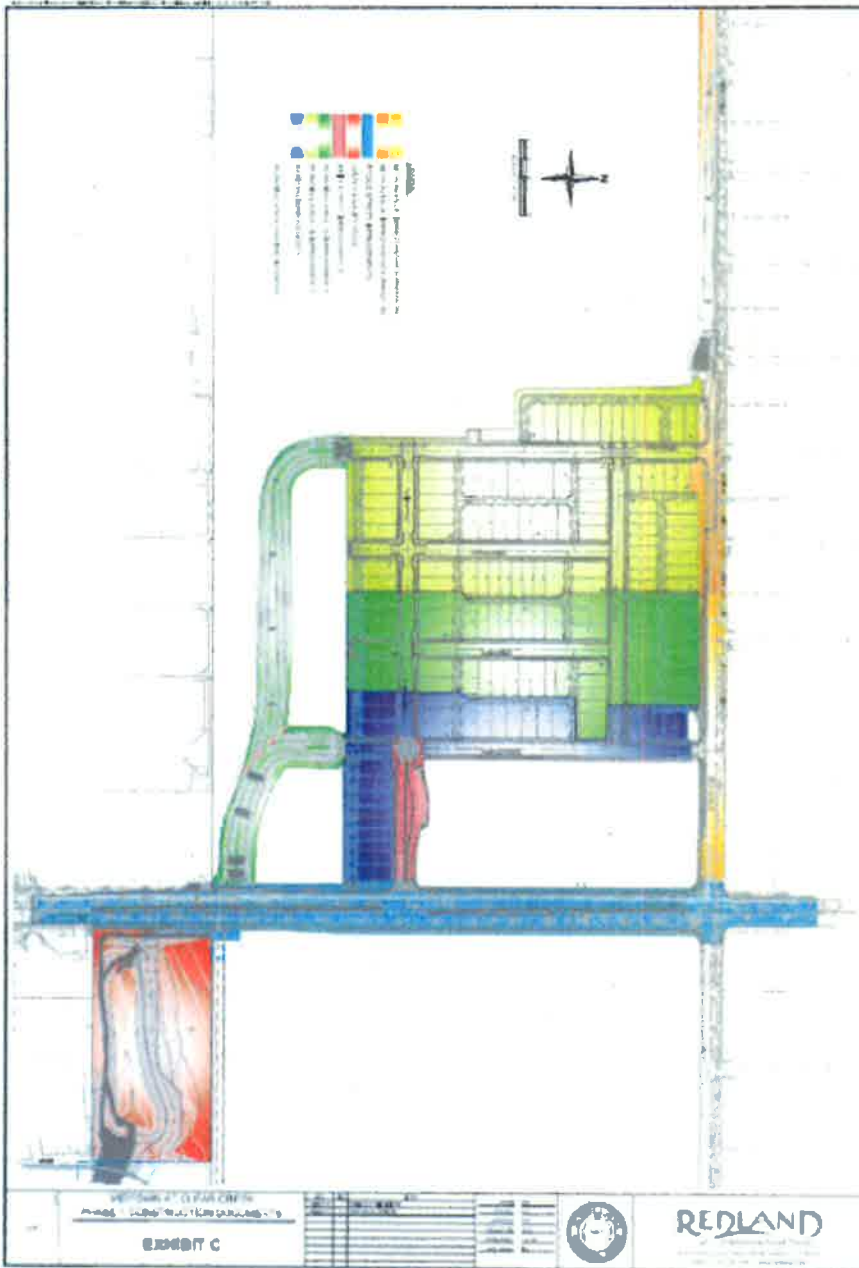
**Public Improvements: Raritan Drive**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	4.4	AC	300.00	\$1,320
STRIPPINGS (Strip Topsoil)	2,958	CY	1.25	\$3,697
MASS EXCAVATION (Cut to Fill)	7,500	CY	1.40	\$10,500
FINE GRADING	5,200	SF	0.09	\$468
<b>Grading Subtotal</b>				<b>\$15,985</b>
<b>STORM DRAINAGE</b>				
18" RCP (0-8' DEPTH)	72	LF	35.00	\$2,520
24" RCP (0-8' DEPTH)	83	LF	40.00	\$3,320
30" RCP (0-8' DEPTH)	33	LF	47.00	\$1,551
42" RCP (0-8' DEPTH)	536	LF	85.00	\$45,560
48" RCP (0-8' DEPTH)	221	LF	100.00	\$22,100
48" FLARED END SECTION	1	EA	1,500.00	\$1,500
6' DIA. MANHOLE	6	EA	3,250.00	\$19,500
5' TYPE 'R' INLET	4	EA	3,250.00	\$13,000
<b>Storm Drainage Subtotal</b>				<b>\$109,051</b>
<b>STREETS - LOCAL</b>				
<b>CONCRETE</b>				
6" VERTICAL CURB & GUTTER (2' PAN)	1,814	LF	10.50	\$19,047
13' WIDE CONCRETE ALLEY	537	LF	27.95	\$15,009
20' WIDE CONCRETE ALLEY	345	LF	37.75	\$13,024
ALLEY CURB CUT / APPROACH	4	EA	1,350.00	\$5,400
5' WALK (4" THICKNESS)	1,670	LF	13.75	\$22,963
SUBGRADE PREP CONC.	4,370	LF	1.25	\$5,463
HANDICAP RAMPS (15' RADIUS)	2	EA	1,750.00	\$3,500
<b>PAVING</b>				
8" FULL DEPTH ASPHALT	3,610	SY	18.50	\$66,785
ENHANCED PAVING	319	SF	11.05	\$3,525
SUBGRADE PREP ASPHALT	3,710	SY	3.75	\$13,913
ADJ MH TO GRADE	9	EA	300.00	\$2,700
ADJ VALVES TO GRADE	7	EA	100.00	\$700
SWEEP STREETS	3,610	SY	0.20	\$722
<b>SIGNAGE</b>				
BARRIERS/CONTR SIGNS	1	EA	500.00	\$500
STREET SIGNS	5	EA	625.00	\$3,125
<b>Street Subtotal</b>				<b>\$176,374</b>
<b>RETAINING WALLS</b>				
RETAINING WALL (Dry Stack Stone)	261	SF	35.00	\$8,874
<b>Retaining Wall Subtotal</b>				<b>\$8,874</b>
<b>DRY UTILITIES</b>				
STREET LIGHTS 7000L	3	EA	3,500.00	\$10,500
<b>Dry Utilities Subtotal</b>				<b>\$10,500</b>
<b>Raritan Drive Total</b>				<b>\$320,785</b>

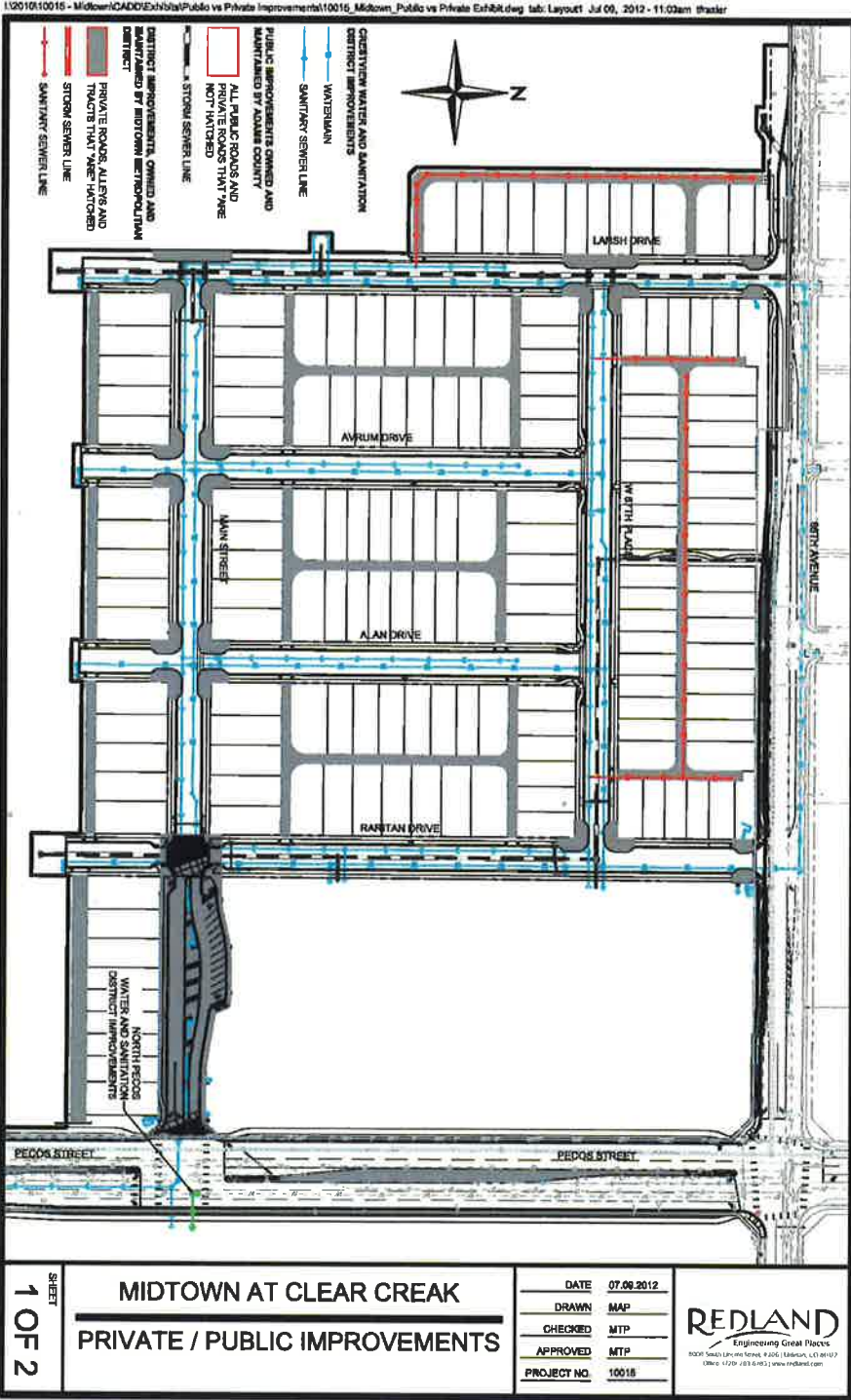
**Public Improvements: Water Quality Pond**

<u>Description</u>	<u>Est. Quantity</u>		<u>Est. Unit Cost</u>	<u>Est. Cost</u>
<b>GRADING</b>				
CLEARING/GRUBBING	3.5	AC	300.00	\$1,050
STRIPPINGS (Strip Topsoil)	2,353	CY	1.25	\$2,941
MASS EXCAVATION (Cut to Fill)	32,690	CY	1.40	\$45,766
FINE GRADING	119,252	SF	0.09	\$10,733
<b>Grading Subtotal</b>				<b>\$60,490</b>
<b>STORM DRAINAGE</b>				
54" RCP (0-8' DEPTH)	112	LF	110.00	\$12,320
54" FLARED END SECTION	1	EA	1,750.00	\$1,750
POND RIPRAP SPILLWAY	650	SY	55.00	\$35,750
BURIED RIPRAP TRICKLE CHANNEL/WEIR	45	SY	45.00	\$2,025
RIPRAP	100	SY	40.00	\$4,000
USBR TYPE VI IMPACT STILLING BASIN	1	EA	45,000.00	\$45,000
FOREBAY	1	EA	7,500.00	\$7,500
POND OUTLET STRUCTURE	1	EA	35,000.00	\$35,000
<b>Storm Drainage Subtotal</b>				<b>\$143,345</b>
<b>ACCESS ROAD</b>				
10' WIDE ACCESS ROAD	800	LF	20.00	\$16,000
<b>Street Subtotal</b>				<b>\$16,000</b>
<b>RETAINING WALLS</b>				
RETAINING WALL (Dry Stack Stone)	2,720	FF	35.00	\$95,200
<b>Retaining Wall Subtotal</b>				<b>\$95,200</b>
<b>Pond Total</b>				<b>\$315,035</b>

**EXHIBIT C**  
**Phasing Map**

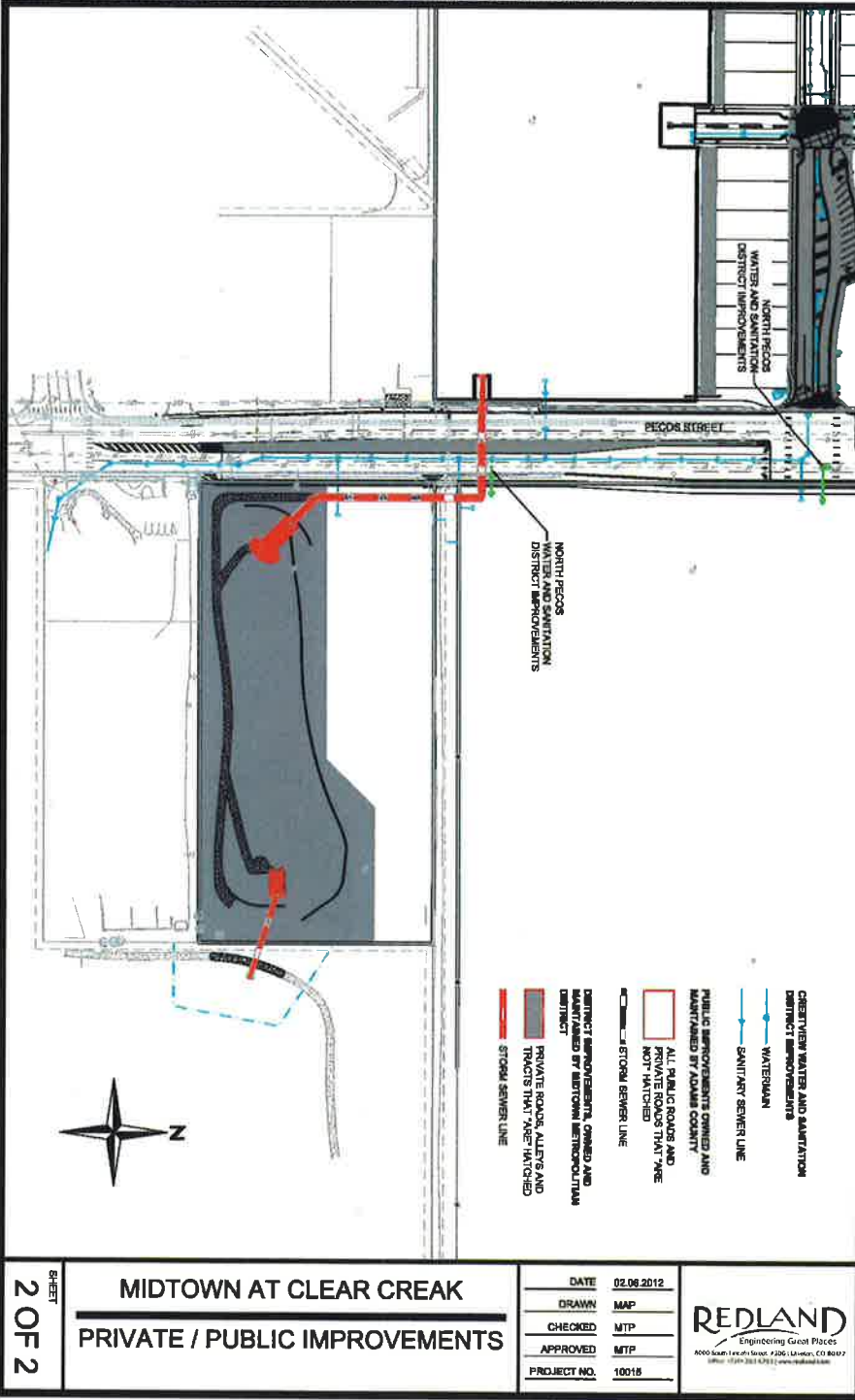


**EXHIBIT D**  
 Public Private Map



**EXHIBIT D**  
 Public Private Map

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SHEET <b>2 OF 2</b>	<b>MIDTOWN AT CLEAR CREEK</b>		DATE	02.06.2012	 <small>8000 South Lincoln Street, #200, Littleton, CO 80120        Phone: (303) 381-6752   www.redland.com</small>
	<b>PRIVATE / PUBLIC IMPROVEMENTS</b>		DRAWN	MAP	
			CHECKED	MTP	
			APPROVED	MTP	
			PROJECT NO.	10015	