

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDED AND RESTATED SUBDIVISION
IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 3

Resolution 2015-504

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 or submit cash-in-lieu; and,

WHEREAS, the Developer desires to phase development of the Property in order to facilitate the overall development of the Property; and,

WHEREAS, on February 24, 2014, the Board of County Commissioners approved the SIA for Midtown at Clear Creek Filing No. 3 prior to approval of the Filing No. 3 Final Development Plan (PUD) and Preliminary/Final Plat applications in order to allow the Developer to begin construction of certain public improvements for street construction, dry utilities, storm drainage and other site improvements at the Developer's risk; and,

WHEREAS, on July 8, 2014, in Case No. PUD2013-00010, Midtown at Clear Creek Second Amendment to the Preliminary Development Plan, the Board of County Commissioners approved a Second Amendment to the approved Preliminary Development Plan; and,

WHEREAS, Condition Precedent No. 18 for Case No. PUD2013-00010 requires that an SIA be submitted with each Final Plat and final PUD application for each phase; and,

WHEREAS, on July 8, 2014, the Board of County Commissioners, in Case No. PRC2014-00001, Midtown at Clear Creek Filing No. 3, approved a Final Development Plan and Major Subdivision (Preliminary/Final Plat) to allow 64 lots on approximately 7.3 acres in the P-U-D, Planned Unit Development zone district; and,

WHEREAS, the Developer has provided collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 3, Case No. PRC2014-00001.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended and Restated Subdivision Improvements Agreement for Midtown at Clear Creek Filing 3, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

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

Tedesco_____Aye
O’Dorisio_____Aye
Henry_____Aye
Hansen_____Aye
Pawlowski_____Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, 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 8th day of December, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:

A rectangular stamp containing a handwritten signature in dark ink. The signature appears to be 'Stan Martin'.

Deputy

**AMENDED AND RESTATED
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 3**

THIS AMENDED AND RESTATED SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING 3 (this "Agreement") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Midtown LLC, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the Developer and the County entered into a Subdivision Improvements Agreement for Midtown at Clear Creek Filing 3, which was recorded in the real property records in the County of Adams on March 31, 2014 at Reception No. 2014000018758.

WHEREAS, the Developer and the County entered into an Addendum to Subdivision Improvements Agreement for Filing 3 (the "Addendum"), which was recorded in the real property records in the County of Adams on January 2, 2015, at Reception No. 2015000000278.

WHEREAS, the Developer and the County desire to amend and restate the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 3 as set forth herein, but the Developer and County do not desire to or intend to amend the provisions of the Addendum.

WHEREAS, the Developer is the owner of that real property in the County of Adams, State of Colorado, that is legally described in **Exhibit A** attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners ("BoCC"), 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.

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

1. **Amended and Restated SIA but Addendum Not Modified.** The Developer and the County agree that the Subdivision Improvements Agreement for Midtown at Clear Creek Filing 3, which was recorded in the real property records in the County of Adams on March 31, 2014 at Reception No. 2014000018758, is fully amended, restated and superseded by this Agreement, but that the Addendum is not amended or modified by this Agreement. The Addendum is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms.
2. **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 in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** attached hereto, and by this reference made a part hereof. All construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** must be first approved by the County.
3. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D** for approval by the County. Upon request the Developer shall furnish one set of "as built" drawings and a final statement of construction costs to the County.
4. **Construction.** Developer shall furnish and construct, at its own risk, and at its own expense and in accordance with drawings and materials approved by the County, the improvements described in **Exhibit B** and depicted on **Exhibit C** and **Exhibit D**. Developer will construct the improvements in two phases. First, Developer will construct the improvements described

in **Exhibit B** as the Phase One Improvements and depicted on **Exhibit C**, (the “Phase One Improvements”). The Developer will install the sidewalks within Filing 3 described in **Exhibit B** as the Phase Two Improvements and depicted on **Exhibit D** (the “Phase Two Improvements”) in conjunction with the construction of residential dwellings within Filing 3.

5. Preliminary Acceptance.

- a. Phase One Improvements. When the Developer has completed construction of the Phase One Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase One Improvements shall trigger the one (1) year warranty period for the Phase One Improvements. After granting Preliminary Acceptance of the Phase One Improvements, the County will issue building permits for the construction of residential dwellings within Filing 3 after receipt of proper application for such a building permit.
- b. Phase Two Improvements. When the Developer has completed construction of the Phase Two Improvements, it will provide the County with written notice of such completion. Preliminary Acceptance of the Phase Two Improvements shall trigger the one (1) year warranty period for the Phase Two Improvements.

6. Final Acceptance.

- a. Phase One Improvements. Upon the completion of the one (1) year warranty for the Phase One Improvements, the Developer will request that the County issue Final Acceptance for the Phase One Improvements.
- b. Phase Two Improvements. Upon the completion of the one (1) year warranty for the Phase Two Improvements, the Developer will request that the County issue Final Acceptance for the Phase Two Improvements.

7. **Time for Completion.** All Phase One Improvements and Phase Two Improvements shall be completed according to the terms of this Agreement by December 31, 2016 (the “final construction completion date”). The Developer may for good cause request, and the County may grant, an extension of time for completion of any part, or all, of the improvements appearing on said **Exhibit B**. Any extension of time shall be in writing and agreed to by the parties. The Developer shall be in default of this Agreement if the improvements are not completed by the “final construction completion date,” as amended.

8. Guarantee of Compliance/Collateral.

- a. Type and Amount of Collateral - Developer shall furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral shall be in the initial amount of One Million Two Hundred Fourteen Thousand Nine Hundred Fifty-Seven and 00/100 U.S. Dollars (\$1,214,957.00), which includes twenty percent (20%) for administration and five percent (5%) per year for inflation for the term of this Agreement (the “Bond”). The County shall release the Collateral in accordance with paragraph 8.b below.
- b. Release of Collateral.
 - i. *Upon Preliminary Acceptance.* The Developer may request that the County release the Bond after the County’s Preliminary Acceptance of the Phase One Improvements. If the Developer seeks to have the Bond released, the Developer must provide the County with a performance bond in the amount of Forty-Three Thousand Two Hundred Eight and 00/100 U.S. Dollars (\$43,208.00) (the “Phase Two Bond”) to secure the completion of the Phase Two Improvements and maintenance of the Phase One Improvements during the one (1) year warranty period. Completion of said improvements shall be determined solely by the

County. Within thirty (30) days after Preliminary Acceptance of the Phase One Improvements as provided for in Section 5 above, and the County's receipt of the Phase Two Bond, the County will return the Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Bond.

- ii. *Upon Final Acceptance.* Within thirty (30) days after Final Acceptance of all the Phase Two Improvements by the Board of County Commissioners, the County will return the Phase Two Bond to the Developer and will execute any documents required by the Developer's bonding company to effectuate the release of the Phase Two Bond.

9. **Accounting.** Developer shall fully account to the County for all costs incurred in the construction of any public improvements in which the County is participating, and the books and records of Developer relating to such public improvements shall be open to the County at all reasonable times for the purpose of auditing or verifying such costs, until the date of Final Acceptance of the improvements.

10. **Acceptance, Maintenance and Warranty of Public Improvements.** All improvements designated "public" on Exhibit E shall be public facilities and become the property of the County or other public agencies upon final acceptance of the improvements. During the period of one year from and after the Preliminary Acceptance of improvements, as provided for in Section 5, above, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship that, in the opinion of the County, shall become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not 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. The County, however, will use all reasonable efforts to provide notice and an opportunity to respond to such emergency to the Developer prior to undertaking any repairs.

11. **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.

12. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate the described property to the County.

- a. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Public Improvements shall include all roadway improvements (curb & gutter, sidewalk, pavement, storm sewer, street lights, signage and grading) for Alan Drive, Avrum Drive, Larsh Drive, 66th Place and West 66th Avenue as shown in the approved construction plans for Midtown at Clear Creek Filing 3 and on Exhibit E. The improvements shall be constructed in accordance with all County requirements and specifications, and the approved Construction Plans prepared by the Developer. All improvements shall be preliminarily accepted prior to the construction completion date set forth in paragraph 7 above.

- b. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of the final plat for the development known as MIDTOWN AT CLEAR CREEK FILING 3 by the Board of County Commissioners, the Developer hereby agrees to convey by special warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Alan Drive, Avrum Drive, Larsh Drive, 66th Place and West 66th Avenue.

13. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is given, (ii) one business day after being deposited with a reputable overnight courier service, if delivered by overnight mail, (iii) upon confirmed facsimile transmission, or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To County at:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
Attention: _____
Telephone: 720-523-6116
Facsimile: 720-523-6114

with a copy to:

County of Adams
Adams County Government Center
4430 S. Adams County Parkway
5th Floor Suite C5000B
Attention: County Attorney
Facsimile: 720-523-6114

To Developer at:

Midtown LLC
Attention: Chris Petro
Brookfield Residential
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111
Facsimile: (303) 706-9453

with a copy to:

Foster Graham Milstein & Calisher, LLP
Attention: Jerri L. Jenkins, Esq.
360 S. Garfield Street, 6th Floor
Denver, Colorado 80209
Facsimile: (303) 333-9786

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

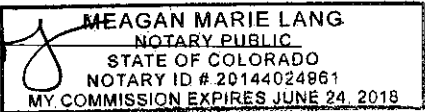
DEVELOPER:

Midtown LLC, a
Colorado limited liability company

By: Ashley Tarnfelli
Name: Ashley Tarnfelli
Title: CFO

The foregoing instrument was acknowledged before me this 23rd day of October, 2015, by Ashley Tarnfelli as CFO of Midtown LLC, a Colorado limited liability company, on behalf of the company. My commission expires: 6/24/18

Address: 445 S. Greenwood Plaza Blvd #700
Centennial, CO 80111
Notary Public Meagan Marie Lang



APPROVED BY resolution at the meeting of December 8, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Channah
Clerk of the Board

Chairman
Chairman

EXHIBIT A
LEGAL DESCRIPTION

Legal Description: CLEAR CREEK AT MIDTOWN FILING 3

A PARCEL OF LAND BEING ALL OF TRACTS J AND L, MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION AS RECORDED AT RECEPTION NO. 2013000055576 IN THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE TOGETHER WITH A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER 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:

BEGINNING AT THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 4, AS MONUMENTED BY A 1-1/2" ALUMINUM CAP, STAMPED PLS 10717, WHENCE THE SOUTH 1/16 CORNER OF SAID SECTION 4, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 7735, BEARS NORTH 89°55'26" WEST, A DISTANCE OF 1337.21 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, NORTH 89°55'26" WEST, A DISTANCE OF 238.20 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°16'34" EAST, A DISTANCE OF 192.17 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 58.50 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 69.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 74.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 58.51 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 45°16'34" EAST, A DISTANCE OF 68.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 74.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°50'27", AN ARC LENGTH OF 33.60 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 18°52'59" WEST, A DISTANCE OF 8.28 FEET;

THENCE NORTH 44°43'26" WEST, A DISTANCE OF 146.15 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 1.67 FEET;

THENCE NORTH 00°16'34" EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 45°16'34" EAST, A DISTANCE OF 151.13 FEET;

THENCE NORTH 15°20'58" EAST, A DISTANCE OF 13.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 67TH AVENUE AS SHOWN ON THE PLAT OF MIDTOWN AT CLEAR CREEK - FILING NO. 2 RECORDED AT RECEPTION NO. 2013000104695 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 78.50 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 15°20'58" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°04'24", AN ARC LENGTH OF 20.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY TANGENT TO SAID CURVE, SOUTH 89°43'26" EAST, A DISTANCE OF 136.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LARSH DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT-OF-WAY OF SAID LARSH DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 337.50 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
3. NORTH 00°16'34" EAST, A DISTANCE OF 53.50 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT J;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT J SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF AVRUM DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1 PLAT CORRECTION;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY RIGHT-OF-WAY OF SAID AVRUM DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 19.55 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;
3. NORTH 00°16'34" EAST, A DISTANCE OF 19.55 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT L;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT L SOUTH 89°43'26" EAST, A DISTANCE OF 208.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ALAN DRIVE AS SHOWN ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 1-PLAT CORRECTION;

THENCE ALONG THE WESTERLY AND SOUTHERLY RIGHT-OF-WAY OF SAID ALAN DRIVE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°16'34" WEST, A DISTANCE OF 20.00 FEET;
2. SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°16'34" WEST, A DISTANCE OF 167.52 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 64.42 FEET;

THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 89°43'26" WEST, A DISTANCE OF 38.00 FEET;


THENCE SOUTH 00°16'34" WEST, A DISTANCE OF 131.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST, A DISTANCE OF 691.72 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 8.980 ACRES, (391,192 SQUARE FEET), MORE OR LESS.

EXHIBIT B

Midtown Filing 3 Public Improvements



Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

8000 South Lincoln Street, #206 Littleton, CO 80122
Office: (720) 283-6783 | www.redland.com

Midtown Filing 3 (Alan Dr.)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	348	LF	\$10.28	\$3,580
Subgrade Prep - Concrete Alley	249	SY	\$0.72	\$180
13' Wide Concrete Alley	249	SY	\$30.60	\$7,619
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$964.00	\$1,928
8' Concrete Crossspan	1	EA	\$2,365.60	\$2,366
Paving				
Subgrade Prep - Street	782	SY	\$3.00	\$2,346
Asphalt (Full depth - 6" section)	638	SY	\$14.80	\$9,442
Adjust Manhole to Grade	1	EA	\$360.00	\$360
Adjust Valves to Grade	2	EA	\$164.00	\$328
Sweep Streets	638	SY	\$0.16	\$102
Signage				
Street Signs	2	EA	\$1,040.00	\$2,080
			Street Subtotal	\$30,340
Dry Utilities				
Street Light (Local)	1	EA	\$3,400.00	\$3,400
			Street Subtotal	\$3,400
Alan Dr. - Phase One Improvements Total				\$33,740



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (Avrum Dr.)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	348	LF	\$10.28	\$3,580
Subgrade Prep - Concrete Alley	497	SY	\$0.72	\$360
13' Wide Concrete Alley	497	SY	\$30.60	\$15,208
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$964.00	\$1,928
Alley Curb Cut / Approach	2	EA	\$1,200.00	\$2,400
8' Concrete Crossspan	1	EA	\$2,365.60	\$2,366
Paving				
Subgrade Prep - Street	782	SY	\$3.00	\$2,346
Asphalt (Full depth - 6" section)	640	SY	\$14.80	\$9,472
Adjust Manhole to Grade	1	EA	\$360.00	\$360
Adjust Valves to Grade	2	EA	\$164.00	\$328
Sweep Streets	640	SY	\$0.16	\$102
Signage				
Street Signs	2	EA	\$1,040.00	\$2,080
			Street Subtotal	\$40,540
Dry Utilities				
Street Light (Local)	1	EA	\$3,400.00	\$3,400
			Street Subtotal	\$3,400
Avrum Dr. - Phase One Improvements Total				\$43,940



Midtown Filing 3 (Larsh Dr.)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	36	LF	\$34.40	\$1,238
54" RCP (0-8' depth)	64	LF	\$150.40	\$9,626
60" RCP (0-8' depth)	116	LF	\$197.60	\$22,922
Box Base Manhole	1	EA	\$13,600.00	\$13,600
5' Type 'R' Inlet	2	EA	\$4,616.00	\$9,232
Remove 54" FES	1	EA	\$400.00	\$400
Storm Sewer Subtotal				\$57,018

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	338	LF	\$10.28	\$3,475
Subgrade Prep - Concrete Alley	248	SY	\$0.72	\$179
13' Wide Concrete Alley	248	SY	\$30.60	\$7,589
Curb Return w/ Handicap Ramp (15' Radius)	2	EA	\$964.00	\$1,928
Alley Curb Cut / Approach	2	EA	\$1,200.00	\$2,400
Paving				
Subgrade Prep - Street	927	SY	\$3.00	\$2,781
Asphalt (Full depth - 6" section)	812	SY	\$14.80	\$12,018
Adjust Manhole to Grade	2	EA	\$360.00	\$720
Adjust Valves to Grade	2	EA	\$164.00	\$328
Sweep Streets	812	SY	\$0.16	\$130
Signage				
Street Signs	2	EA	\$1,040.00	\$2,080
Street Subtotal				\$33,627
Dry Utilities				
Street Light (Local)	2	EA	\$3,400.00	\$6,800
Street Subtotal				\$6,800
Larsh Dr. - Phase One Improvements Total				\$97,444



Midtown Filing 3 (66th Pl.)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	695	LF	\$10.28	\$7,145
Subgrade Prep - Concrete Alley	301	SY	\$0.72	\$217
13' Wide Concrete Alley	301	SY	\$30.60	\$9,211
Curb Return w/ Handicap Ramp (15' Radius)	4	EA	\$964.00	\$3,856
Alley Curb Cut / Approach	1	EA	\$1,200.00	\$1,200
8' Concrete Crosspan	2	EA	\$2,365.60	\$4,731
Paving				
Subgrade Prep - Street	1,160	SY	\$3.00	\$3,480
Asphalt (Full depth - 6" section)	950	SY	\$14.80	\$14,060
Adjust Manhole to Grade	1	EA	\$360.00	\$360
Adjust Valves to Grade	2	EA	\$164.00	\$328
Sweep Streets	950	SY	\$0.16	\$152
Signage				
Street Signs	4	EA	\$1,040.00	\$4,160
			Street Subtotal	\$48,899
Dry Utilities				
Street Light (Local)	2	EA	\$3,400.00	\$6,800
			Street Subtotal	\$6,800
66th Pl. - Phase One Improvements Total				\$55,699



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (W 66th Ave.)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
24" RCP (0-8' depth)	362	LF	\$50.40	\$18,245
66" RCP (0-8' depth)	605	LF	\$232.00	\$140,360
4' Dia. Manhole	2	EA	\$2,200.00	\$4,400
T Base Manhole (66")	3	EA	\$5,600.00	\$16,800
Box Base Manhole	2	EA	\$13,600.00	\$27,200
10' Type 'R' Inlet	1	EA	\$4,616.00	\$4,616
15' Type 'R' Inlet	1	EA	\$4,800.00	\$4,800
Type 'C' Inlet	6	EA	\$2,640.00	\$15,840
10" PVC Private Area Drain	792	LF	\$28.80	\$22,810
Storm Sewer Subtotal				\$255,070
Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	1,599	LF	\$10.28	\$16,438
Subgrade Prep - Concrete Alley	506	SY	\$0.72	\$364
13' Wide Concrete Alley	506	SY	\$30.60	\$15,484
Mid-Block Ramp	4	EA	\$480.00	\$1,920
Alley Curb Cut / Approach	5	EA	\$1,200.00	\$6,000
8' Concrete Walk (Landscape Tract)	7,040	SF	\$3.40	\$23,936
Paving				
Subgrade Prep - Street	3,817	SY	\$3.00	\$11,451
Asphalt (Full depth - 6" section)	3,300	SY	\$14.80	\$48,840
Adjust Manhole to Grade	18	EA	\$360.00	\$6,480
Adjust Valves to Grade	8	EA	\$164.00	\$1,312
Sweep Streets	3,300	SY	\$0.16	\$528
Signage				
Street Signs	12	EA	\$1,040.00	\$12,480
Road Closed Barricade	2	EA	\$200.00	\$400
Street Subtotal				\$145,640
Dry Utilities				
Street Light (Local)	5	EA	\$3,400.00	\$17,000
Street Subtotal				\$17,000
W. 66th Ave. - Phase One Improvements Total				\$417,710



Midtown Filing 3 (PA 9)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
30" RCP (0-8' depth)	81	LF	\$72.00	\$5,832
48" RCP (0-8' depth)	162	LF	\$124.00	\$20,088
66" RCP (0-8' depth)	646	LF	\$232.00	\$149,872
6' Dia. Manhole	1	EA	\$2,752.00	\$2,752
Box Base Manhole	4	EA	\$13,600.00	\$54,400
Type 'C' Inlet	1	EA	\$2,640.00	\$2,640
Remove 48" FES	1	EA	\$400.00	\$400
Storm Sewer Subtotal				\$235,984
PA 9 - Phase One Improvements Total				\$235,984



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (Summary)
Phase One Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Strippings (Topsoil)	4,260	CY	\$1.48	\$6,305
Mass Excavation (Street & Flatwork)	18,800	CY	\$2.48	\$46,624
Grading Subtotal				\$52,929
Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18" RCP (0-8' depth)	36	LF	\$34.40	\$1,238
24" RCP (0-8' depth)	362	LF	\$50.40	\$18,245
30" RCP (0-8' depth)	81	LF	\$72.00	\$5,832
54" RCP (0-8' depth)	64	LF	\$150.40	\$9,626
48" RCP (0-8' depth)	162	LF	\$124.00	\$20,088
60" RCP (0-8' depth)	116	LF	\$197.60	\$22,922
66" RCP (0-8' depth)	1,251	LF	\$232.00	\$290,232
4' Dia. Manhole	2	EA	\$2,200.00	\$4,400
T Base Manhole (66")	3	EA	\$5,600.00	\$16,800
6' Dia. Manhole	1	EA	\$2,752.00	\$2,752
Box Base Manhole	7	EA	\$13,600.00	\$95,200
5' Type 'R' Inlet	2	EA	\$4,616.00	\$9,232
10' Type 'R' Inlet	1	EA	\$4,616.00	\$4,616
15' Type 'R' Inlet	1	EA	\$4,800.00	\$4,800
Type 'C' Inlet	7	EA	\$2,640.00	\$18,480
Remove 48" FES	1	EA	\$400.00	\$400
Remove 54" FES	1	EA	\$400.00	\$400
10" PVC Private Area Drain	792	LF	\$28.80	\$22,810
Storm Sewer Subtotal				\$548,072
Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
6" Vertical Curb and Gutter (2' Pan)	3,328	LF	\$10.28	\$34,212
Subgrade Prep - Concrete Alley	1,801	SY	\$0.72	\$1,297
13' Wide Concrete Alley	1,801	SY	\$30.60	\$55,111
Mid-Block Ramp	4	EA	\$480.00	\$1,920
Curb Return w/ Handicap Ramp (15' Radius)	10	EA	\$964.00	\$9,640
Alley Curb Cut / Approach	10	EA	\$1,200.00	\$12,000
8' Concrete Crossspan	4	EA	\$2,365.60	\$9,462
8' Concrete Walk (Landscape Tract)	7,040	SF	\$3.40	\$23,936
Paving				
Subgrade Prep - Street	7,468	SY	\$3.00	\$22,404
Asphalt (Full depth - 6" section)	6,340	SY	\$14.80	\$93,832
Adjust Manhole to Grade	23	EA	\$360.00	\$8,280
Adjust Valves to Grade	16	EA	\$164.00	\$2,624
Sweep Streets	6,340	SY	\$0.16	\$1,014
Signage				
Street Signs	22	EA	\$1,040.00	\$22,880
Road Closed Barricade	2	EA	\$200.00	\$400
Street Subtotal				\$299,012
Dry Utilities				
Street Light (Local)	11	EA	\$3,400.00	\$37,400
Street Subtotal				\$37,400
Total Cost				\$937,413
Total				\$937,413
Additional 20% Administration				\$187,490
5% Inflation per Year				\$46,880
Phase One Improvements Total				\$1,171,783



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (Alan Dr.)
Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	194	SY	\$0.72	\$140
5' Concrete Walk	1,744	SF	\$3.40	\$5,930
		Street Subtotal		\$6,070
Alan Dr. - Phase Two Improvements Total				\$6,070



Midtown Filing 3 (Avrum Dr.)
Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	194	SY	\$0.72	\$140
5' Concrete Walk	1,744	SF	\$3.40	\$5,930
			Street Subtotal	\$6,070
Avrum Dr. - Phase Two Improvements Total				\$6,070



Midtown Filing 3 (Larsh Dr.)
Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	178	SY	\$0.72	\$128
5' Concrete Walk	1,600	SF	\$3.40	\$5,440
		Street Subtotal		\$5,570
Larsh Dr. - Phase Two Improvements Total				\$5,570



Midtown Filing 3 (66th Pl.)
Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	174	SY	\$0.72	\$125
5' Concrete Walk	1,564	SF	\$3.40	\$5,318
			Street Subtotal	\$5,443
66th Pl. - Phase Two Improvements Total				\$5,443



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (W 66th Ave.)

Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	1,128	SY	\$0.72	\$812
5' Concrete Walk	3,115	SF	\$3.40	\$10,591
		Street Subtotal		\$11,410
W. 66th Ave. - Phase Two Improvements Total				\$11,410



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Subdivision Improvements Agreement
Midtown LLC
Midtown at Clear Creek Filing 3
Case No. _____

Midtown Filing 3 (Summary)
Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Concrete				
Subgrade Prep - Concrete Walk	1,868	SY	\$0.72	\$1,350
5' Concrete Walk	9,767	SF	\$3.40	\$33,208
		Street Subtotal		\$34,558
		Total Cost		\$34,558
		Total		\$34,558
		Additional 20% Administration		\$6,920
		5% Inflation per Year		\$1,730
		Phase Two Improvements Total		\$43,208



Midtown Filing 3 (Summary)
Phase One and Phase Two Improvements
Opinion of Probable Cost Estimate
Date: 08/10/2015
JN: 10015.4

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
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Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
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Adjust Manhole to Grade	23	EA	\$360.00	\$8,280
Adjust Valves to Grade	16	EA	\$164.00	\$2,624
Sweep Streets	6,340	SY	\$0.16	\$1,014
Signage				
Street Signs	22	EA	\$1,040.00	\$22,880
Road Closed Barricade	2	EA	\$200.00	\$400
Street Subtotal				\$333,565
Dry Utilities				
Street Light (Local)	11	EA	\$3,400.00	\$37,400
Street Subtotal				\$37,400
Filing 3 Sub-total				\$971,966
Additional 20% Administration				\$194,393
5% Inflation per Year				\$48,598
Filing 3 Grand Total				\$1,214,957

