

***City of Littleton***  
***Jamison Village***  
**SUBDIVISION IMPROVEMENT AGREEMENT**

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (this “Agreement”) made and entered into this 26 day of October, 2016, by and between Jamison Street Partners, LLC, a Colorado Limited Liability Company (“Developer”), and the City of Littleton, a municipal corporation, State of Colorado, (the “City”). Developer and the City are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Developer is the owner of certain real property located within the City (the “Property”), which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer has presented a final subdivision plat for the Property (“Subdivision Plat”), which is expected to be approved by the City at the time of, and in connection with, approval of this Agreement by the City; and

**WHEREAS**, the City and Developer agree that the development of the Property will require the installation of certain improvements, which are primarily of benefit to the Property and not to the City as a whole; and

**WHEREAS**, the City and Developer mutually acknowledge and agree that the matters set forth herein are reasonable requirements to be imposed by the City, and that such matters are necessary to protect, promote, and enhance the public welfare; and

**WHEREAS**, the City and Developer desire to execute an agreement to provide for completion of the Improvements (hereafter defined) and to specifically define the rights and obligations of the parties;

**NOW, THEREFORE**, the City and Developer agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgements of the parties.
2. Representations. All representations of Developer set forth in the approved General Planned Development Plan, Final Plat, Site Development Plan and Construction Plans shall be considered conditions of approval with which Developer shall comply, except as expressly provided otherwise in, or necessarily implied by, this Agreement.
3. Final Subdivision Approval as Condition. The obligation of Developer to construct and complete the Improvements, as defined below, is conditioned upon and shall arise only upon approval and recordation of the Subdivision Plat by the City.

4. Improvements. Developer is obligated to provide for the construction and installation of certain public and private improvements to serve the Property as specifically identified on Exhibit B, attached hereto and incorporated herein by this reference, all as to be more specifically detailed in the Construction Plans (collectively, the “Improvements”).
  - a. Developer shall submit to the City for approval final construction and engineering plans and drawings for the Improvements relating to the Property (“Construction Plans”) and engineers’ cost estimate of the Improvements (the “ECE”) suitable to identify the quantity and type of all Improvements, in a form approved by City. The Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of public improvements. The ECE shall be attached hereto as Exhibit B and shall supplement the Improvements identified in Exhibit B.
  - b. Developer shall construct and install the Improvements in compliance with the Construction Plans, as approved by the City Public Works Department and/or by other responsible entities (Denver Water, Littleton Fire Rescue, applicable water and/or sanitation district, etc.), and with all ordinances, rules, regulations and standards of the City, including but not limited to, the Littleton City Code, the Storm Drainage Design and Technical Criteria Manual, the City’s Engineering Requirements for Subdivisions and all other governing regulations (collectively, the “Plans and Specifications”).
  - c. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Improvements and shall also file and receive all required permits for construction from the relevant agencies.
  - d. Developer shall at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection and testing if required by the City during the construction process. Copies of all such tests shall be provided to City promptly upon request. Developer shall contact City immediately upon the failure of any performance testing, and of any problems that arise, which may prevent construction or installation in accordance with the approved Construction Plans.
  - e. No liability shall attach to City by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement.
  - f. The Improvements identified on the Construction Plans shall be completed per the construction schedule (the “Schedule”) shown as Exhibit C, attached hereto and incorporated herein by this reference, as it may be amended with the City’s express written approval, in its sole discretion.
5. Completion of Improvements; Approval.
  - a. Developer shall complete all Improvements per the Schedule. Upon Developer's completion of construction of the Improvements, Developer’s engineer shall

certify in writing that the Improvements have been completed in conformance with the Construction Plans and the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Improvements to be accepted by the City and certify in writing and with specificity their conformity or lack thereof to the Construction Plans and Plans and Specifications. Developer shall make all corrections necessary to bring the Improvements into conformity with the Construction Plans and Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Improvements to be dedicated to the City. Prior to City acceptance of the Improvements Developer shall provide the Littleton Finance Department with an itemized cost breakdown and a summary sheet for the Improvements showing the construction costs, and the cost of the "as built" drawings provided to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

- b. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Improvements are in conformity with the Construction Plans and the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date for start of the warranty period. A separate approval letter shall be obtained by Developer from Denver Water.
6. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date for the start of the warranty period, the Developer shall execute a bill of sale conveying the Improvements to the City (excluding such portion that comprise private improvements that are to be retained by the Developer, such as private street improvements and private landscaping improvements, as outlined in Exhibit B), free and clear of all liens and encumbrances. The parties confirm the Developer will not need to execute any deed or easement to the City conveying rights of way or easements required for the operation, maintenance, repair and replacement of the Improvements since such conveyances, including required sanitary sewer easement, will have occurred as part of or concurrent with the Subdivision Plat. Prior to and as a condition of acceptance, Developer shall furnish to City unconditional lien waivers that all claims and payments to be made in connection with construction of the Improvements have been satisfied.
7. Warranty. All Improvements conveyed to the City shall be warranted for a period of one (1) year from the Acceptance Date, except as may be noted in Exhibit D, Special Terms and Conditions.
  - a. Final inspection, testing, and acceptance for the start of the warranty period of the Improvements shall comply with the City's acceptance requirements. Specifically, but not by way of limitation, Developer shall warrant that:
    - i. The title conveyed shall be good and its transfer rightful;

- ii. The Improvements are installed in a good and workmanlike manner and in substantial compliance with the Construction Plans, the Plans and Specifications and the requirements of this Agreement;
    - iii. The Improvements are constructed within streets or easements dedicated to the City on the Subdivision Plat;
    - iv. The Improvements shall be conveyed free from any security interest or other lien or encumbrance; and
    - v. The Improvements shall be free of any defects in materials or workmanship for the warranty period. The warranty period shall automatically be extended until such Improvements are repaired and made acceptable.
  - b. At the end of the warranty period, the City shall assume full responsibility for repairs and maintenance of the Improvements identified on Exhibit B as would normally be the responsibility of the City by law, and upon request of the Developer, the City shall deliver to Developer a recordable, executed document, which releases the Property from any further effect of this Agreement.
8. Improvements Guarantee. The total amount of required security for the Improvements shall be as specified on Exhibit B, plus 25%.
- a. In order to secure the construction and installation of the Improvements, Developer agrees to provide a surety bond, letter of credit, or other suitable form of guarantee as selected by Developer at its option (the "Improvements Guarantee"), in a form and content satisfactory to the City Attorney, in which the City is designated as the beneficiary of an amount equal to 125% of the total cost for the Improvements based on the total costs set forth in the ECE listed on Exhibit B of this Agreement. Developer shall complete the Improvements in accordance with the Schedule shown in Exhibit C. Developer may request extensions of up to one year within which to complete the Improvements, however, Developer shall make such extension requests at least thirty days prior to the expiration of time frames established within the Schedule. Any extension request shall require review and approval by the Public Works Department, and may require an extension or increase in the Improvements Guarantee, as necessary to cover inflation, real or anticipated.
  - b. Within ten (10) days of the Acceptance Date and the start of the warranty period, and performance of the conditions and requirements of this Agreement secured by the Improvements Guarantee, and upon the approval of the City Manager or his designee, the Improvements Guarantee shall be released to Developer with the City reserving 25% of the Improvements Guarantee until the completion of the warranty period. If the Improvements are not completed within the required time, after providing Developer notice of default and opportunity to cure as set forth in Section 13 the Improvements Guarantee may be called by the City and the monies

may be used to complete the Improvements; provided, however, that if such Improvements Guarantee is not sufficient to pay the actual costs, Developer shall be responsible for the balance. The final 25% of the Improvements Guarantee shall be released to Developer upon the expiration of the warranty period, or when all repairs of the Improvements are completed, whichever date is later.

- c. The required security for the Improvements is the amount mutually agreed upon by Developer and the City as set forth herein. The parties agree that this amount does not necessarily reflect the City's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Improvements. In the event the costs of the Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the actual costs of all such Improvements.
- d. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of construction costs for the Improvements to be dedicated to the City, and approval by the City of the as-built drawings and summary, are essential requirements of this Agreement. No releases of the Improvements Guarantee shall be granted by the City until such as-built drawings are provided and all Improvements are accepted by the City for start of the warranty period.

9. Title Policy/Phase I Environmental Report. Prior to the recordation of the Subdivision Plat for the Property, Developer shall provide the City a commitment for a title insurance policy, indicating that the property to be dedicated to the City is free and clear of all encumbrances, which would make the public dedications contained thereon or provided in connection therewith, unacceptable as the City in its sole discretion determines. Prior to the recordation of the Subdivision Plat for the Property, Developer shall also provide the City with a Phase I Environmental Report for the Property. If required by the City, Developer shall also provide the City with a Phase II and/or Phase III Environmental Report for the Property. Such environmental reports shall be prepared by a certified environmental engineer and the costs of City review of such reports shall be paid by Developer. In the event the title commitment or the Phase I Environmental Report reflect encumbrances or conditions, which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Subdivision Plat.

10. Conditions of Certificate of Occupancy. In addition to all requirements of the Littleton City Code and any requirements imposed by operation of state, federal, or local law, no certificate of occupancy on any part of the Property shall be issued until:

- a. This Agreement has been recorded in the Clerk and Recorder's Office of the county where the Property is located, and a recorded copy is on file in the Office of the City Clerk.

- b. All Improvements have been accepted at the end of the warranty period, or a Improvements Guarantee to secure all Improvements has been provided in accordance with this Agreement.

11. Special Terms and Conditions. Developer shall comply with the special terms and conditions described on Exhibit D, attached hereto and incorporated herein by this reference.

12. Voluntary Action of Developer. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Plans and Specifications, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or the Plans and Specifications. The agreements to pay fees, and construct and dedicate the Improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.

13. Breach by Developer: City's Remedies. In the event of any default or breach by Developer or City of any term, condition, covenant or obligation under this Agreement, the City Manager or his designee shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The Developer may also take action as deemed necessary and available at law to enforce this Agreement (subject to the same notice and right to cure to be given to City by Developer as provided in subsection f. below.). The City's remedies include:

- a. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- b. The recording, with the Clerk and Recorder of the county where the Property is located, of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- c. A demand that the security given for the completion of the Improvements be paid or honored;
- d. The refusal to consider further development plans on the Property; and/or
- e. Any other remedy available at law.

f. Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide Developer thirty (30) days' written notice of its intent to take any action under this paragraph or Section 14 below during which thirty-day period Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the applicable county's Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

14. City Right to Complete Improvements. Upon breach by Developer hereunder and after notice as provided in Section 13 above and failure of Developer to cure such breach, the City shall have the right to call the Improvements Guarantee and use the monies to complete the Improvements either by itself or by contract with a third party or by assignment of the its rights to a successor developer who has acquired the Property by purchase, foreclosure or otherwise.
15. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. The City hereby approves in advance the assignment to KB Home Colorado Incorporated (KB) should KB Home purchase the Property. Upon KB's completion of its purchase of the Property, KB Home will be assigned this Agreement. At such time, Developer shall so notify the City in writing together with KB's written agreement to be bound by the terms and conditions contained herein and the contact information of KB to the updated Section 31 below regarding notices.
16. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
17. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.
18. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It is the express intention of City and Developer that any person other than City or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. Additional Documents or Action. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
21. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
22. Covenant Running with the Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of the county where the Property is located, so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof. The parties agree that this Agreement and all obligations contained herein shall remain with the Property, for the Developer or any future owner(s) of the Property, or any portion thereof.
23. Indemnification. Developer shall indemnify and hold harmless the City from any and all suits, actions, or claims, of every nature and description, which arise from or on account of the construction or installation of the Improvements; and any and all suits, actions, or claims, which arise from or as a result of Developer's breach of any of its obligations hereunder or the negligent or willful misconduct of Developer or any of its employees, agents or contractors; and Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim, together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action or claim.
24. Insurance. Developer shall require all contractors engaged in the construction of the Improvements maintain workers' compensation insurance. Before proceeding with the construction of the Improvements, Developer shall provide the City with written evidence of property damage insurance and bodily injury insurance in an amount not less than the maximum amount of liability as may be specified by the Colorado Governmental Immunity Act, and protecting the City against any and all claims for damages to person or property resulting from construction and/or installation of any Improvements pursuant to this Agreement. The policy shall provide that the City shall be notified at least thirty days in advance of any reduction in coverage, termination or cancellation of the policy. Developer shall require that all contractors and other employees engaged in the construction of the Improvements shall maintain adequate workmen's compensation insurance and liability coverage in limits not less than those described above.
25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors, and assigns.
26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning, which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the county where the Property is located.
28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.
29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.
30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.
31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Littleton  
City Manager  
2255 West Berry Avenue  
Littleton, CO 80120

Notice to Developer:

Jamison Street Partners, LLC  
8095 East Prentice Avenue  
Greenwood Village, CO  
80111



**CITY:**

CITY OF LITTLETON, a municipal corporation

**ATTEST**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**(Legal Description of Property)**

The land referred to in Schedule A is situated in the County of Arapahoe, State of Colorado and is described as follows:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

BEING MORE PARTICULARLY DESCRIBED AND BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 1030.9 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE WEST 560.0 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION; THENCE EAST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER CORNER OF SAID SECTION 34; THENCE NORTH 28°31'56" WEST, A DISTANCE OF 1172.33 FEET TO A 3" BRASS CAP ON A 3"- DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DWD, PROP., COR., LS 16398 1982", ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°51'02" WEST, A DISTANCE OF 361.33 FEET TO A 3" BRASS CAP IN CONCRETE BASE, STAMPED "DED, PROP., COR., LS 16398 1982"; THENCE NORTH 00°01'53" WEST, A DISTANCE OF 361.41 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP, \*, COR, 1972, LS 7104"; THENCE NORTH 89°50'03" EAST, A DISTANCE OF 361.54 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP, \*, COR, 1972, LS 7104"; THENCE SOUTH 00°00'07" WEST, A DISTANCE OF 361.52 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**(Itemization of Improvements and  
Attachment of ECE of Construction Costs)**

The Improvements are outlined in the attached cost estimate (4 pages, the "ECE") and more specifically detailed in the following Construction Costs:

**OPINION OF PROBABLE COSTS - SUMMARY**



Prepared for: KB Homes  
 Project: Jamison Village  
 Job No: 155001  
 Date:                     

BID PACKAGE	PACKAGE COST	COMMENTS
Public Sanitary, Water, Asphalt	\$ 465,542.30	
Private Improvements Storm, Concrete, Misc	\$ 594,119.00	
LANDSCAPING	\$ 309,408.86	
<b>CONSTRUCTION SUBTOTAL</b>		<b>\$1,369,064</b>
<b>CONSTRUCTION GRAND TOTAL</b>		<b>\$1,369,064</b>

125% Bonding

**\$1,711,330.20**

**EXHIBIT A - OPINION OF PROBABLE COST - PUBLIC IMPROVEMENTS**



0  
 Prepared for: Jamison Village, LLC  
 Project: Jamison Village  
 Job No: 154001  
 Date: July 8, 2016

ITEM NO.	SECTION	Items	Quantity	Unit	Unit Cost	Total Cost	Comment
	Water	Connect to Existing	3	EA	\$ 2,000.00	\$ 6,000.00	
	Water	12" Waterline (in Jamison)	90	LF	\$ 65.00	\$ 5,850.00	
	Water	12" Gate Valve	3	EA	\$ 1,500.00	\$ 4,500.00	
	Water	12" Fitting	2	EA	\$ 1,100.00	\$ 2,200.00	
	Water	8" Fittings	1	EA	\$ 900.00	\$ 900.00	
	Water	8" Gate Valve	1	EA	\$ 1,200.00	\$ 1,200.00	
	Water	6" Waterline	965	LF	\$ 35.00	\$ 33,775.00	
	Water	4" Waterline	145	LF	\$ 35.00	\$ 5,075.00	
	Water	6" Gate Valve	7	EA	\$ 1,000.00	\$ 7,000.00	
	Water	6" Fittings	5	EA	\$ 900.00	\$ 4,500.00	
	Water	4" Fittings	3	EA	\$ 900.00	\$ 2,700.00	
	Water	Blow Off	4	EA	\$ 1,200.00	\$ 4,800.00	
	Water	Fire Hydrant Assembly (Tee/Di.P/Valve/FH Assembly)	1	EA	\$ 5,000.00	\$ 5,000.00	
	Water	Service Connections	36	EA	\$ 2,500.00	\$ 90,000.00	
	Water	Irrigation Tap	1	EA	\$ -	\$ -	
	Water	Steel Sleeve	42	LF	\$ 250.00	\$ 10,500.00	
					<b>Water Sub total</b>	<b>\$ 184,000.00</b>	
	Sanitary	Connect to Existing	1	EA	\$ 6,000.00	\$ 6,000.00	
	Sanitary	8" Sanitary Sewer Line	867	LF	\$ 50.00	\$ 43,350.00	
	Sanitary	4" Sanitary MH	8	EA	\$ 7,500.00	\$ 60,000.00	
	Sanitary	Service Connections	36	EA	\$ 850.00	\$ 30,600.00	
	Sanitary	Offsite MH (includes Pavement Replacement)	1	EA	\$ 12,000.00	\$ 12,000.00	
	Sanitary	Offsite Sanitary Sewer Line (line and bore under wall)	1	LS	\$ 15,000.00	\$ 15,000.00	
					<b>Sanitary Sewer Sub total</b>	<b>\$ 166,950.00</b>	
	Pavement	Asphalt Pavement - 8" Thick/118 SY @ .055 sy*In/Tn	52	TN	\$ 80.00	\$ 4,160.00	
	Pavement	Concrete Pavement		SY	\$ 50.00	\$ -	
	Pavement	Curb & Gutter	190	LF	\$ 15.00	\$ 2,850.00	
	Pavement	Concrete Crossspan	870	SF	\$ 5.62	\$ 4,889.40	
	Pavement	Handicap Ramps	4	EA	\$ 1,200.00	\$ 4,800.00	
	Pavement	Offsite Trail		SY	\$ 35.00	\$ -	
	Pavement	Street Asphalt Cut Patch/Repair	1	LS	\$ 150.00	\$ 150.00	
	Pavement	Sidewalk	860	SY	\$ 35.00	\$ 30,100.00	
					<b>Pavement Sub total</b>	<b>\$ 46,949.40</b>	
<b>Construction Sub-total (CT)</b>						<b>\$ 397,899.40</b>	
15% Survey (testing etc)						\$ 59,684.91	
2% As built						\$ 7,957.99	
<b>Construction Total (CT)</b>						<b>\$ 465,542.30</b>	

Authorized Representative of KB Homes  
 "By Signing I acknowledge that I have reviewed and agree with this estimate."

**EXHIBIT B - OPINION OF PROBABLE COST - PRIVATE IMPROVEMENTS**

0

Prepared for: Jamison Village, LLC  
 Project: Jamison Village  
 Job No: 154001  
 Date: July 8, 2016



ITEM NO.	SECTION	Items	Quantity	Unit	Unit Cost	Total Cost	Comment
	Storm						
	Storm	18" RCP	9	LF	\$ 45.00	\$ 405.00	
	Storm	Rip Rap (16.3 sy @ 2.5 sy per ton)	41	TN	\$ 150.00	\$ 6,150.00	
	Storm	5' Storm MH	1	EA	\$ 5,000.00	\$ 5,000.00	
	Storm	Detention Pond Outlet Structure	1	LS	\$ 15,000.00	\$ 15,000.00	
	Storm	12" PVC Roof Drains	920	LF	\$ 22.00	\$ 20,240.00	
	Storm	4" Perforated PVC Sand Basin Drain With sand filter Basin	80	LF	\$ 22.00	\$ 1,760.00	
	Storm	Retaining Wall	348	FF	\$ 30.00	\$ 10,440.00	
	Storm	Sand Filter Basin	1	LS	\$ 20,000.00	\$ 20,000.00	
	Storm	Connection to Existing storm	1	LS	\$ 3,000.00	\$ 3,000.00	
					<b>Storm Drainage Subtotal</b>	<b>\$ 81,995.00</b>	
	Pavement	Asphalt Pavement - 3" Thick / 5446 SY @ .055 sy*in/tn		TN	\$ 80.00	\$ -	
	Pavement	Concrete Pavement	3194	SY	\$ 100.00	\$ 319,400.00	
	Pavement	Curb & Gutter	507	LF	\$ 15.00	\$ 7,605.00	
	Pavement	Tall Curb & Gutter	26	LF	\$ 25.00	\$ 650.00	
	Pavement	Concrete Crosspan		SF	\$ 5.62	\$ -	
	Pavement	Handicap Ramps	3	EA	\$ 1,200.00	\$ 3,600.00	
	Pavement	Offsite Trail		SY	\$ 35.00	\$ -	
	Pavement	Sidewalk	885	SY	\$ 35.00	\$ 30,975.00	
					<b>Pavement Subtotal</b>	<b>\$ 362,230.00</b>	
	Misc	Fence (Perimeter)	1086	LF	\$ 25.00	\$ 27,150.00	
	Misc	Gated Entrance	1	LS	\$ 7,500.00	\$ 7,500.00	
	Misc	Irrigation	32670	SQ.FT	\$ 1.00	\$ 32,670.00	
	Misc	Renov of Power Lines	1	LS	\$ 1,575.00	\$ 1,575.00	
					<b>Signage Subtotal</b>	<b>\$ 68,895.00</b>	
	Signage	Development Signage	1	LS	\$ 3,500.00	\$ 3,500.00	
					<b>Signage Subtotal</b>	<b>\$ 3,500.00</b>	
<b>Construction Sub-total (CT)</b>						<b>\$ 516,620.00</b>	
<b>15% Survey testing etc.)</b>						<b>\$ 77,493.00</b>	
<b>Construction Total (CT)</b>						<b>\$ 594,113.00</b>	

Authorized Representative of KB Homes  
 \*By Signing I acknowledge that have reviewed and agree with this estimate.

## Opinion of Probable Cost

Jamison Village  
City of Littleton  
September 15, 2016

Description	Size	Quantity	Unit Price	Total Price
<b>Demolition</b>				
Tree Removal		17 ea	\$400.00	\$6,800.00
<b>Site Work</b>				
Site Lighting - Street Light		1 ea	\$10,500.00	\$10,500.00
Site Lighting - Bollard		11 ea	\$5,500.00	\$60,500.00
<b>Hardscape</b>				
Landscape Edger		1180 lf	\$5.00	\$5,900.00
<b>Landscape Materials</b>				
Deciduous Trees 2.5" Caliper		12 ea	\$500.00	\$6,000.00
Ornamental Trees 6' Clump		4 ea	\$395.00	\$1,580.00
Ornamental Trees 2" Caliper		32 ea	\$425.00	\$13,600.00
Deciduous Shrubs #5 Container		313 ea	\$34.00	\$10,642.00
Evergreen Shrubs #5 Container		45 ea	\$42.00	\$1,890.00
Ornamental Grass #1 Container		202 ea	\$18.50	\$3,737.00
Perennials #1 Container		153 ea	\$15.00	\$2,295.00
Kentucky Bluegrass Sod				
With Soil Preparation		8559 sf	\$0.78	\$6,676.02
Planting Bed				
With Ced 3" Depth		17814 sf	\$1.25	\$22,267.50
Weed Barrier Fabric		17814 sf	\$0.18	\$3,227.84
Planting Bed				
With Roc 3" Depth		5395 sf	\$1.25	\$6,743.75
Weed Barrier Fabric		5395 sf	\$0.18	\$977.56
<b>Irrigation</b>				
Irrigation (Drip)		17814 sf	\$1.85	\$32,955.90
Irrigation (Pop-up Spray Tree)		8559 sf	\$0.70	\$5,991.30
<b>Fencing</b>				
Cedar Privacy Fence 6' Height		2913 lf	\$25.00	\$72,825.00
Cedar Gate 6' Height		36 ea	\$300.00	\$10,800.00
<b>Miscellaneous</b>				
Mail Boxes		2 ea	\$7,000.00	\$14,000.00
Pet Waste Station		1 ea	\$1,500.00	\$1,500.00
Entry Monument		1 ea	\$8,000.00	\$8,000.00
			<b>Subtotal</b>	<b>\$309,408.86</b>
<b>Grand Total</b>				<b>\$309,408.86</b>

## Qualifications:

1 Prices do not include applicable taxes.

EXHIBIT C  
(Construction Schedule)

All Improvements are to be completed no later than December 31, 2017.

**EXHIBIT D**  
**(Special Terms and Conditions)**

Developer shall comply with the following special terms and conditions:

**Specific Terms and Conditions Applicable to the Improvements.**

a. Water and Sanitary Sewer.

- i. Developer shall connect to City lines for sanitary sewer service. City imposes a tap fee and service fee. Design, installation, ownership, maintenance, warranty and acceptance requirements of the sanitary sewer facilities shall be in accordance with City's rules and regulations.
- ii. Resolution of problems associated with sediment deposition or clogging of sanitary sewer mains by construction debris from the Property shall be the responsibility of Developer.
- iii. The Developer shall design and install water lines and other water improvements in accordance with Denver Water Board standards and specifications and subject to approval by the Denver Water Board and City of Littleton Fire Department.

b. Storm Drainage.

- i. Developer shall install and maintain required erosion control measures (such as straw bales and silt fences) per the approved Erosion and Sediment Control Plan prepared by Developer to protect adjoining properties from silt and sediment deposition until vegetation has progressed to a state to deem such measures unnecessary.
- ii. Developer's engineer will certify, as requested by the City, that phased erosion and sediment control measures are completed according to the approved Erosion and Sediment Control Plan. Resolution of problems associated with the storm drainage system due to erosion and sediment deposits or clogging by construction debris shall be the responsibility of Developer.

c. Traffic Signalization. Not Applicable

d. Utility Lines. Not applicable.

e. Streets. Private street improvements as applicable are set forth in Exhibit B

- f. Landscaping, irrigation, fencing and signage. To the extent applicable as listed in Exhibit B, all special terms and conditions, if any, are set forth in the applicable Construction Plans.)

Private Improvements

All private improvements as shown within the Construction Plans shall be installed prior to issuance of a certificate of occupancy for any part of the Property or a private improvements guarantee to secure completion of all private improvements shall be provided to the City, in form and content acceptable to the City.

Additional Terms and Conditions – none.