

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT (DA) FOR MAPLETON  
INDUSTRIAL DEVELOPMENT

Resolution 2016-295

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, Mapleton Industrial Investors, LLLP, a Colorado company, is owner of certain real property located at 601 and 602 E. 64<sup>th</sup> Avenue, and known as the Mapleton Industrial Development; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the improvements at the Mapleton Industrial Development in case number PLN2016-00012; and,

WHEREAS, the Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement; and,

WHEREAS, the Developer has provided appropriate collateral; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement for the Mapleton Industrial Development, 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.

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

O'Dorisio	_____	Excused
Henry	_____	Aye
Tedesco	_____	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.

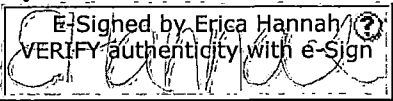
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24<sup>th</sup> day of May, A.D. 2016.

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

Stan Martin:



By:



Deputy

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MAPLETON INDUSTRIAL DEVELOPMENT  
Case No. PLN2016-00012

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of May 24, 2016 by and between the County of Adams, State of Colorado, hereinafter called "County," and Mapleton Industrial Investors, L.L.P., a Colorado limited liability limited partnership, having an address at 1800 Larimer Street, Suite 1800, Denver, Colorado 80202, hereinafter called "Developer."

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.

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.

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

1. **Engineering Services.** Developer shall furnish, subject to payment or reimbursement by the County provided in Section 9 below, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B-1" and Exhibit "B-2" attached hereto, and by this reference made a part hereof (the "Improvements").
2. **Drawings and Estimates.** The Developer shall furnish drawings for all Improvements described and detailed on Exhibit "B-1" and Exhibit "B-2" attached hereto for approval by the County. An estimated budget for the Improvements is set forth on Exhibit "B-1" and Exhibit "B-2" attached hereto. Exhibit "B-1" sets forth the County's cost share obligations for the Improvements and Exhibit "B-2" sets forth the Developer's cost share obligations for the Improvements, subject to Section 3 below. 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 obtain a guaranteed maximum price contract ("GMP Contract") pursuant to which Developer shall cause its contractor to furnish and construct, subject to payment or reimbursement by the County as set forth in Section 9 below, and in accordance with drawings and materials approved by the County, the Improvements described and detailed on Exhibit "B-1" (the County's cost share Improvements) and Exhibit "B-2" (the Developer's cost share Improvements). Such GMP Contract shall constitute the final budget for the Improvements and the exhibits thereto shall establish the County's and Developer's final respective cost share obligations hereunder for the Improvements.
4. **Time for Completion.** The Improvements shall be completed according to the terms of this agreement on or before July 1, 2017. The County may for good cause grant extensions of

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time for completion of any part or all of the Improvements. Any extension of time shall be in written form only.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$146,365.38, including twenty percent (20%) to cover contingency and five percent (5%) per year for the term of the Agreement to cover inflation for the improvement described on Exhibit "B-2". Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements will be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits will be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and this Development Agreement has been approved by the BoCC.

6. **Acceptance and Maintenance of Public Improvements.** All Improvements designated "Public Improvements" in Section 8.A, below 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, becomes 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.

7. **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.

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

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

See Exhibit "B-1" and Exhibit "B-2" for description and estimated quantities.

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The Improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and the time schedule set forth herein.

**B. Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams in described land, on Exhibit C, for right-of-way or other public purposes ("Dedicated ROW"):

The Improvements to be constructed on the Dedicated ROW parcel shall be constructed at Developer's sole cost and expense and in accordance with the approved plans by the County. In addition, Developer shall maintain said Improvements until such time as the County requires the Dedicated ROW to expand the current right of way.

9. **Reimbursement.** The County's cost share obligation for the documented costs of the Improvements work shall be as set forth on Exhibit "B-1," subject to finalization as contemplated in Section 3 above. The Developer's cost share obligation for the documented costs of the Improvements work shall be as set forth on Exhibit "B-2," subject to finalization as contemplated in Section 3 above. Upon completion of the Improvements and preliminary acceptance thereof by the BoCC in accordance with Section 5-02-06-01 of the County's Development Standards and Regulations, the County will pay, or reimburse Developer for, 80% of the County's cost share obligation for the documented costs of the Improvements work. Upon expiration of the Warranty Period, the County will pay, or reimburse Developer for, the remaining 20% of the County's cost share obligation for the documented costs of the Improvements work.

[SIGNATURE PAGE FOLLOWS]

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MAPLETON INDUSTRIAL INVESTORS, LLLP,  
a Colorado limited liability limited partnership

By: Westfield-Mapleton General Partner, LLC  
a Colorado limited liability company,  
its General Partner

By:

Randy M. Schwartz

Name: Randy M. Schwartz

Title: Manager

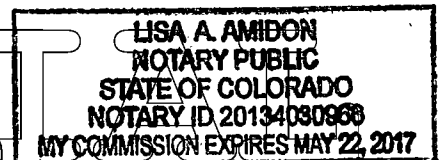
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May,  
2016, by Randy M. Schwartz as Manager of Westfield-Mapleton General Partner, LLC, a  
Colorado limited liability company, as General Partner of MAPLETON INDUSTRIAL  
INVESTORS, LLLP, a Colorado limited liability limited partnership.

My commission expires:

May 22, 2017

Address: 1800 Larimer Street #1800  
Denver, CO 80202

Lisa A. Amidon  
Notary Public



APPROVED BY resolution at the meeting of May 24, 2016.

Collateral to guarantee compliance with this agreement and construction of public improvements  
shall be required in the amount of \$ 146,365.38. No construction, building or change-in-use  
permits shall be issued until said collateral is furnished in the amount required and in a form  
acceptable to the Board of County Commissioners.

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ATTEST:

Efiannas

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

Ed Henry  
Chair

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**EXHIBIT A**

**Legal Description:** MAPLETON INDUSTRIAL DEVELOPMENT (HUB 25);

BLOCKS 65, 66 AND 67,  
AND THE SOUTHERLY 396 FEET OF BLOCKS 71 AND 72,  
MAPLETON ADDITION,  
EXCEPTING THEREFROM THOSE PARCELS OF LAND CONVEYED TO THE  
COLORADO DEPARTMENT OF TRANSPORTATION IN RULE AND ORDER OF THE  
DISTRICT COURT OF ADAMS COUNTY, COLORADO, IN CIVIL ACTION NO.  
93CV1014, RECORDED SEPTEMBER 27, 1994 IN BOOK 4396 AT PAGE 763 IN THE  
OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO,  
COUNTY OF ADAMS, STATE OF COLORADO.

BLOCKS 63 AND 64, INCLUDING THE RAILROAD RIGHT-OF-WAY,  
MAPLETON ADDITION,  
EXCEPTING THEREFROM ALL THAT PORTION OF BLOCK 64 CONVEYED TO THE  
COLORADO DEPARTMENT OF TRANSPORTATION IN RULE AND ORDER OF THE  
DISTRICT COURT OF ADAMS COUNTY, COLORADO, IN CIVIL ACTION NO.  
93CV1014, RECORDED SEPTEMBER 27, 1994 IN BOOK 4396 AT PAGE 763 IN THE  
OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO,  
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STATE OF COLORADO.

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### EXHIBIT B-1

#### **The Improvements (County Cost Share)**

Exhibit B-1, Adams County Estimated Costs  
Opinion of Estimated Costs for 64th Ave. Improvements

Mapleton Industrial Investors, LLLP developed this cost opinion based on drawings produced by Cabibre Engineering, Inc. Specific drawings used include OU1 dated February 26, 2016 and RD1 dated March 3, 2016.

64th St. Improvements 4/29/16		Quantity	Unit	Unit price	Ext. Price
Adams County	Clearing and Grubbing	1	ls	\$ 25,605.00	\$ 25,605.00
	Survey	1	ls	\$ 20.00	\$ 11,380.00
	Re-conditioning	1897.5	sy	\$ 4.50	\$ 8,538.75
	Monolithic Curb/G/Walk	276	sy	\$ 67.52	\$ 18,635.52
	Curbscuts	85.33	sy	\$ 117.00	\$ 9,983.61
	Asphalt	1265	sy	\$ 47.00	\$ 59,455.00
	Water Meter Relocate	3	ea	\$ 10,500.00	\$ 31,500.00
	Traffic Control	1	ls	\$ 17,932.00	\$ 17,932.00
	Xcel Relocate	3	ea	\$ 10,000.00	\$ 30,000.00
	Storm 1/2 Cost				
	18" pipe (278 total LF)	139	lf	\$ 55.46	\$ 7,708.94
	24" pipe (65 total LF)	32.5	lf	\$ 62.53	\$ 2,032.23
	Type 5 inlet* (1ea.)	0.5	ea	\$ 5,074.00	\$ 2,537.00
	Type 10 inlet** (1 ea.)	0.5	ea	\$ 6,372.00	\$ 3,186.00
	Manholes*** (2ea)	1	ea	\$ 2,243.50	\$ 2,243.50
	Adjacent Prop Patch	534	sy	\$ 65.00	\$ 34,710.00
	Striping	45.5	gal.	\$ 75.00	\$ 3,412.50
	Relocate hydrant	1	ea	\$ 12,500.00	\$ 12,500.00
	<b>Totals</b>				<b>\$ 281,360.00</b>

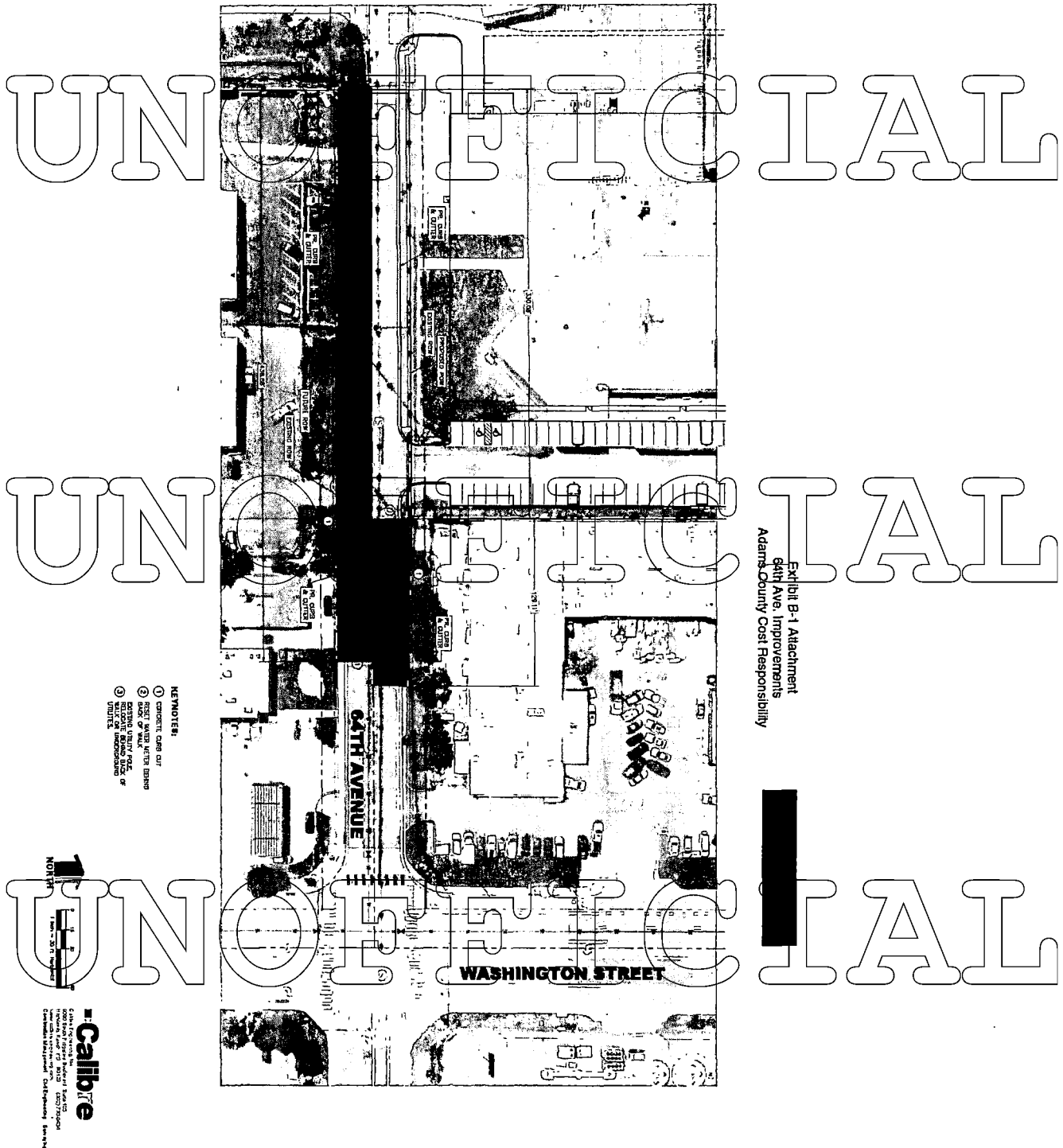
**Notes:**

\*Type R Inlet at Depth of 6.8'

\*\*Type R Inlet at Depth of 6.4'

\*\*\*5' Dia. Storm MH, Depth of 6.7' and 4' Dia. Storm MH, Depth of 8.3'

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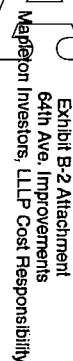
## EXHIBIT B-2

### The Improvements (Developer Cost Share)

#### Exhibit B-2, Mapleton Investors, LLLP Estimated Costs Opinion of Estimated Costs for 64th Ave. Improvements

Mapleton Industrial Investors, LLLP developed this cost opinion based on drawings produced by Cabibre Engineering, Inc. Specific drawings used include OU1 dated February 26, 2016 and RD1 dated March 3, 2016.

Mapleton Industrial Investors, LLLP	Demo	9900	sf	\$ 1.50	\$ 14,850.00
	Survey	330	lf	\$ 20.00	\$ 6,600.00
	Grading	9900	sf	\$ 0.50	\$ 4,950.00
	Curb/Gutter	310	lf	\$ 15.00	\$ 4,650.00
	Sidewalk	1550	sf	\$ 4.50	\$ 6,975.00
	Handicap Ramps	2	ea	\$ 1,500.00	\$ 3,000.00
	Curbcuts	324	sf	\$ 13.00	\$ 4,212.00
	Asphalt	734	sy	\$ 47.00	\$ 34,498.00
	Water Meter Relocate	-	-	-	-
	Traffic Control	330	lf	\$ 28.00	\$ 9,240.00
	Xcel Relocate	1	ea	\$ 6,250.00	\$ 6,250.00
	Storm 1/2 Cost	1	ls	\$ 17,708.00	\$ 17,708.00
	Striping	330	lf	\$ 6.00	\$ 1,980.00
	Signage	5	ea	\$ 250.00	\$ 1,250.00
	<b>Subtotal:</b>				<b>\$ 116,163.00</b>
	Contingency	20%			\$ 23,232.60
	<b>Subtotal:</b>				<b>\$ 139,395.60</b>
	Inflation	5%			\$ 6,969.78
	<b>Total:</b>				<b>\$ 146,365.38</b>



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EXHIBIT C

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LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF BLOCK 67, MAPLETON ADDITION, RECORDED IN FILE 12, MAR 13, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, BEING MONUMENTED AT THE EAST END BY A 1 -3/4" AXLE WITH BROKEN CAP AND AT THE WEST END BY A 3-1/4" ALUMINUM CAP IN A RANGE BOX STAMPED "LS 13258", AND HAVING A BEARING OF NORTH 89°41'31" EAST.

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 67, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST 64<sup>TH</sup> AVENUE;

THENCE SOUTH 89°41'31" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 330.08 FEET;

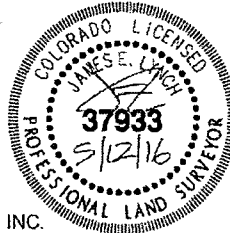
THENCE NORTH 00°06'46" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°41'31" EAST, ALONG A LINE 10 FEET NORTH OF AND PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 330.11 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 67;

THENCE SOUTH 00°02'28" WEST, ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.076 ACRES, (3,301 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

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ILLUSTRATION TO EXHIBIT C

