

AMENDMENT ONE TO THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN
ADAMS COUNTY AND GATEWAY CENTRAL 64, LLC

THIS AMENDMENT ONE is made and entered into this ____ day of _____, 2020, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 (“County”) and Gateway Central 64, LLC, a Delaware limited liability company whose legal address is c/o Corum Real Estate Group, Inc. 650 S. Cherry Street, Suite 1200, Denver 80246.

- A. WHEREAS, by means of a 2019 Subdivision Improvements Agreement, Case No. PLT2019-00009 (“SIA”), a copy of which is attached as Exhibit 1, the Parties agreed to the installation and construction of certain public and/or private improvements and dedication of land for public purposes or right-of-way; and,
- B. WHEREAS, by means of this Amendment One, the parties wish to amend the Preamble of the SIA to add the new property owner as contemplated in Section 7, Successors and Assigns, of the SIA; and,
- C. WHEREAS, by means of this Amendment One, the parties wish to amend Section 5 of the SIA to allow for building permits to be issued prior to Preliminary Acceptance by the Department of Public Works.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency is hereby acknowledged, the parties hereto agree to the following changes to the SIA:

- 1. The Preamble of the SIA is replaced in its entirety by the following:

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called “County,” and Gateway Central 64, LLC, a Delaware limited liability company, hereinafter called “Developer.”

- 2. Section 5 is replaced in its entirety by the following:

Guarantee of Compliance. Developer, or its successors or assigns, 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 \$159,327.00, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County’s Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners and until the final plat has been approved. No certificate of occupancy shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

- IN WITNESS WHEREOF, the Parties have executed this SIA on the date first written above.

By: Corum Central 64, LLC,
a Colorado limited liability company, as Manager

STATE OF COLORADO)
) ss
COUNTY OF _____)

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____,
20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT 1

**2019 SUBDIVISION
IMPROVEMENTS AGREEMENT**

[See Attached]

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 8th day of October, 2019 there were present:

Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Emma Pinter	Commissioner
Steve O'Dorisio	Commissioner
Mary Hodge	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING APPLICATION IN CASE # PLT2019-00009 CENTRAL 64

Resolution 2019-586

WHEREAS, this case involved a request for 1) a Minor Subdivision Plat to create two lots and three tracts on a total of 16.7 acres and 2) a shared access easement between two lots, and 3) a SIA to fund public improvements on the following property:

LOCATION:

Address: 2101 West 64th Avenue, Denver, CO 80221
Parcels: 0182504300015 and 0182504300017

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE NORTH 89°52'50" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 4, A DISTANCE OF 754.53 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD; THENCE NORTH 28°07'49" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 63.51 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 28°07'49" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 936.75 FEET TO THE SOUTHWEST CORNER OF TRACT A, PATTERSON CENTRE AS RECORDED IN FILE 18, MAP 56, RECEPTION NO. C0546835, ADAMS COUNTY RECORDS; THENCE SOUTH 86°46'31" EAST ALONG THE SOUTH LINE OF SAID PATTERSON CENTRE, A DISTANCE OF 1371.72 FEET; THENCE SOUTH 17°43'52" WEST A DISTANCE OF 150.11 FEET; THENCE SOUTH 42°07'30" WEST A DISTANCE OF 530.84 FEET; THENCE SOUTH 58°35'00" EAST A DISTANCE OF 172.41 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 2624 AT PAGE 797, ADAMS COUNTY RECORDS ALSO BEING ON A CURVE THE RIGHT, THE RADIUS OF SAID CURVE IS 612.24 FEET, THE DELTA OF SAID CURVE IS 07°59'50", THE CHORD OF SAID CURVE BEARS SOUTH 54°48'20" WEST, 85.39 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE OF DISTANCE OF 85.45 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN RECEPTION NO. 2014000034854, ADAMS COUNTY RECORDS, THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSE AND DISTANCES:

- 1) THENCE SOUTH 70°10'57" WEST A DISTANCE OF 113.00 FEET; THENCE
- 2) SOUTH 80°25'51" WEST A DISTANCE OF 71.67 FEET;
- 3) THENCE SOUTH 89°52'29" WEST A DISTANCE OF 38.84 FEET;
- 4) THENCE SOUTH 72°49'01" WEST A DISTANCE OF 73.36 FEET; 5) THENCE
- SOUTH 89°47'15" WEST A DISTANCE OF 317.57 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Adams County Planning Commission held a public hearing on the application on the day 12th of September 2019, and forwarded a recommendation of APPROVAL to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 8th day of October 2019; and,

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing and the recommendation by the Adams County Planning Commission, the application in this case is hereby APPROVED based upon the following findings-of-fact:

Findings-of-fact:

Minor Subdivision (Final Plat):

1. The final plat is consistent and conforms to the approved sketch plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
8. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.
9. The final plat is consistent with the purposes of these standards and regulations.
10. The overall density of development within the proposed subdivision conforms to the zone district density allowances.
11. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:
 - a. Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;
 - b. Incorporating site planning techniques to foster the implementation of the County's plans, and encourage a land use pattern to support a balanced transportation system, including auto, bike and pedestrian traffic, public or mass transit, and the cost effective delivery of other services consistent with adopted plans, policies and regulations of the County;
 - c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive

entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures;

d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design; and

e. Incorporating public facilities or infrastructure, or cash-in-lieu, reasonably related to the proposed subdivision so the proposed subdivision will not negatively impact the levels of service of the County services and facilities.

Note to the Applicant:

1. All applicable building, zoning, health, engineering, and fire codes shall be adhered to with this request.

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

Henry	_____	Aye
Tedesco	_____	Aye
Pinter	_____	Aye
O'Dorisio	_____	Aye
Hodge	_____	Aye
Commissioners		

STATE OF COLORADO)
County of Adams)

I, Josh Zygielbaum, 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 October, A.D. 2019.

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

Josh Zygielbaum:



By:



Deputy

CENTRAL 64 SUBDIVISION
Case No. PLT-2019-00009

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and BALL FOUR, INC., a Colorado corporation, 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, and to deed land for public purposes or right-of-way.

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. 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 Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
5. **Guarantee of Compliance.** Developer, or its successors or assigns, 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 \$159,327.00, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance

CENTRAL 64 SUBDIVISION
Case No. PLT-2019-00009

with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall 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 shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No building permits shall be issued until the final plat has been approved and improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

6. **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, or its successors or assigns, 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, including but not limited to Gateway Central 64, LLC, a Delaware limited liability company, 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, or its successors or assigns, hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

Public Improvements:

Tract A Storm Drainage Improvements, West 64th Avenue Access Improvements. See Exhibit "B" for description, estimated quantities and estimated construction costs.

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".

- 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 the following described land for right-of-way or other public purposes:

CENTRAL 64 SUBDIVISION
Case No. PLT-2019-00009

TRACT B AND TRACT C, CENTRAL 64 SUBDIVISION.

BALL FOUR, INC., a Colorado corporation

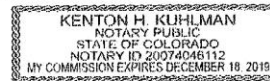
By: [Signature]
Name,
[Signature]
Title

The foregoing instrument was acknowledged before me this 27th day of
SEPTEMBER, 2019, by

My commission expires: 12.18.2019

Address: 7051 S. ELATI ST. #202
LITTLETON CO 80120

[Signature]
Notary Public



APPROVED BY resolution at the meeting of OCTOBER 9, 2019
2019.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$159,327.00. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Clerk of the Board

[Signature]
Chair

Approved as to form:

[Signature]
County Attorney

CENTRAL 64 SUBDIVISION
Case No. PLT-2019-00009

EXHIBIT A

Legal Description: CENTRAL 64 SUBDIVISION

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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CENTRAL 64 SUBDIVISION
Case No. PLT-2019-00009

EXHIBIT B

Public Improvements:

WEST 64TH AVENUE – PUBLIC IMPROVEMENTS

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Estimated Construction Cost</u>
1) 8" CROSS PAN W/ CURB RETURNS & ADA RAMPS	216.7 SY	50.00	10,835
2) SAWCUT & 1' WIDE ASPHALT PATCH	109 LF	25.00	2,725
SUB-TOTAL FOR WEST 64TH AVENUE		\$	13,560

TRACT A – PRIVATE STORM DRAINAGE IMPROVEMENTS

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Estimated Construction Cost</u>
1) 18" DIA. STILLING BASIN	1 ea	8,500.00	8,500
2) 30" DIA. STILLING BASIN	1 ea	10,000.00	10,000
3) 42" DIA. STILLING BASIN	1 ea	12,500.00	12,500
4) OUTLET STRUCTURE	1 ea	12,000.00	12,000
5) CONCRETE CUTOFF WALL	81 lf	120.00	9,720
6) TYPE C INLET & APRON	1 ea	8,500.00	8,500
7) 5' DIA. STORM MANHOLE	1 ea	6,000	6,000
8) 24" RCP CL III	36 lf	90.00	3,240
9) 18" RCP CL III	49 lf	74.00	3,626
10) 4' WIDE TRICKLE CHANNEL	338 lf	24.00	8,112
11) TYPE M RIP-RAP	308 tons	58.00	17,864
12) TYPE L RIP-RAP	66 tons	58.00	3,828
13) 42" METAL GUARD RAILING	45 lf	200.00	9,000

SUB-TOTAL TRACT A STORM DRAINAGE IMPROVEMENTS \$ 112,890

ESTIMATED COST OF PUBLIC IMPROVEMENTS \$ 126,450

20% ADMINISTRATION \$ 25,290

5% MAINTENANCE PER YEAR \$ 7,587

ESTIMATED TOTAL COLLATERAL \$ 159,327

Construction Completion Date: October, 2020

Initials or signature of Developer


Manager