

**REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Adams, State of Colorado (the "County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601, and 6300 Broadway Associates, LLC, a limited liability company eligible to conduct business in the State of Colorado (the "Owner"), whose address is c/o Prologis, Inc., 1800 Wazee Street, Suite 500, Denver, Colorado 80202, Both the Owner and the County are referred to herein as either the "Party" or the "Parties".

WITNESSETH:

WHEREAS, 62<sup>nd</sup> Avenue Improvements between Pecos Street and Washington Street is a County project consisting of widening the roadway, installing curb, gutter, sidewalk, curb ramp, and drainage system; and,

WHEREAS, water quality/detention features are required for runoff generated by a project disturbing more than one acre pursuant to County and State regulations; and,

WHEREAS, due to limited land on 62nd Avenue between Broadway and I-25 to build a water quality/detention pond (the Pond) for the Project, the County has asked to use Owner's property to meet the requirements for the drainage improvement needs; and,

WHEREAS, the Parties find it in their best interests to cooperate on the design and construction of the Pond on the Owner's property; and,

WHEREAS, the Owner agrees to modify its current pond design to accommodate additional storm runoff created by the County's Project; and,

WHEREAS, the Owner will build the Pond with its development project, Green Thumb; and,

WHEREAS, the Pond is on private property and shall be owned and maintained by the Owner as shown on **Exhibit A**; and,

WHEREAS, the County agrees to reimburse the Owner an amount to modify its current drainage report and construction plan including permits from the County and CDOT and construct the Pond for the additional volume for the runoff created by the County's Project; and,

WHEREAS, the cost of design and construction of the Pond for the additional needs by the County's Project is estimated to be \$52,435.20 as shown in **Exhibit B**.

NOW THEREFORE, in consideration of the foregoing, the County and Owner promise, covenant, and agree as follows:

1. **Engineering Services.** The Owner shall furnish the engineering design to amend the drainage report to include off-site water quality and detention needs by the County Project and to revise the design and construction plans to reflect the Pond, revising the design other services in connection with the

design and construction of the Pond's improvements described and detailed on **Exhibit "A"** attached hereto, and by this reference made a part hereof ("Improvements").

2. **Drawings.** The Owner shall furnish the construction drawings and plans for the Pond modification for construction. The Owner shall furnish one set of reproducible "as built" drawings and a final statement of construction for the Pond to the County.
3. **Construction.** Owner shall furnish and construct the Pond in accordance with drawings and materials approved by the County and CDOT shown on **Exhibit A**.
4. **Estimates.** Owner shall furnish the cost estimates for items #1-#3 for the County review and acceptance.
5. **Warranties.** Owner warrants that the Pond improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Owner shall remain in effect until Final Acceptance of the improvements by the County.
6. **Payment.** The County will pay for the actual costs associated with the engineering services and construction identified for items #1-#3. The costs associated with the engineering services and construction for items #1-#3 are estimated to be \$52,435.20 as shown on Exhibit B.
7. **Inspection.** The Owner shall allow the county staff to inspect the Pond Improvements during construction.
8. **Time Limitation.** The Project will be completed before or on March 31, 2022.
9. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado. In the event of a dispute, each party shall pay its own attorney fees and costs.
10. **Waiver.** Waiver of strict performance or the breach of any provision of this Agreement shall not be interpreted as a waiver of other performance or breach of this Agreement.
11. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
12. **Integration of Understanding.** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
13. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.



14. **Authorization.** Each Party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

15. **Successors and Assigns.** This Agreement shall be binding upon heirs, executors, personal representatives, successors and assigns of Owner, and shall be deemed a covenant running with the real property described above.

IN WITNESS WHERE OF the parties have executed this instrument as of the 2<sup>nd</sup> day of September, 2021.

Name/s  
Developer

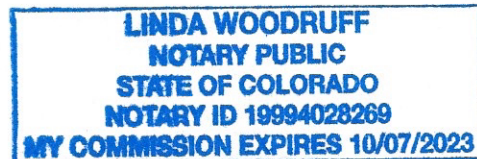
By:

Name, Title

Thomas J. Martin Vice President

By:

Name, Title



The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of September, 2021, by Thomas J. Martin.

My commission expires: 10-7-23

Address: 8600 E. Arapahoe Rd.  
Centennial, CO 80112

Linda Woodruff  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 2021.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \_\_\_\_\_. 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

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

## **EXHIBIT A**



