

RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING AN AMENDMENT TO THE BRIGHTON CHARTER HIGH SCHOOL SUBDIVISION DEVELOPMENT AGREEMENT FOR THE APPROXIMATELY 13.429 ACRES OF CONTIGUOUS LAND, GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TELLURIDE STREET AND SOUTHERN STREET, MORE SPECIFICALLY LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

WHEREAS, Brighton Charter School Building Corporation (“Owner”) is the owner of a 13.429-acre property known as the Final Plat of Brighton Charter High School generally located in the Northwest Quarter of Section 9, Township 1 South, Range 66 West of the 6th Principal Meridian (the “Property”); and

WHEREAS, JVA, Inc. (the “Applicant”), on behalf of the Owner, has submitted a request to amend the existing Brighton Charter High School Subdivision Development Agreement, approved by City Council on June 5, 2007 (the “Agreement”); and

WHEREAS, the Property was platted as the Final Plat of Brighton Charter High School on July 25, 2007; and

WHEREAS, the City Council has reviewed the Brighton Charter High School Subdivision Development Agreement Amendment, attached hereto as Exhibit A (the “Amendment”) and has determined that the terms of said Amendment are reasonable and that it is in the best interest of the citizens of the City of Brighton to approve the Amendment.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AS FOLLOWS:

Section 1. That the Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Amendment on behalf of the City.

Section 3. This Resolution is effective as of the date of its adoption.

RESOLVED this 18th day of October 2022.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

YASMINA SHAUSH, Assistant City Attorney

EXHIBIT A
BRIGHTON CHARTER HIGH SCHOOL SUBDIVISION
DEVELOPMENT AGREEMENT AMENDMENT

**FIRST AMENDMENT
TO THE
BRIGHTON CHARTER HIGH SCHOOL SUBDIVISION
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE BRIGHTON CHARTER HIGH SCHOOL SUBDIVISION DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between **BRIGHTON CHARTER SCHOOL BUILDING CORPORATION** (the "Owner") and **THE CITY OF BRIGHTON**, a Colorado home rule corporation (the "City"). Owner and the City are individually referred to herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Owner and the City previously entered into that certain Development Agreement dated June 5, 2007, and recorded in the real property records of the Adams County Clerk and Recorder on June 25, 2007, at Reception Number 2007000070937 (the "Agreement"); and

WHEREAS, the Agreement affects that certain real property located in the City of Brighton, Adams County, Colorado, comprising approximately 13.429 acres, generally located at the northwest corner of Telluride Street and Southern Street, and more particularly described in the Agreement, and known as "Brighton Charter High School" ("the Development"); and

WHEREAS, pursuant to the Agreement and the Final Plat for the Development, the subdivision included a "Public Drainage and Utility Easement" comprising an area of approximately 9.826 acres, within the Development (the "Easement"); and

WHEREAS, the Owner desires to modify a portion of the Easement to allow for future site development, as set forth in the Grant of Utility Easement, attached hereto as Exhibit A and incorporated herein (the "Modification"); and

WHEREAS, the Parties desire to amend Section 3(a) and Section 3(c) of Exhibit G to the Agreement to reflect the Modification.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 3(a) of Exhibit G. Section 3(a) of Exhibit G to the Agreement is hereby replaced in its entirety with the following:

The Developer shall provide a permanent easement on the final plat for the westernmost detention pond and necessary access thereto as more specifically

depicted in the Outfall System Plan (OSP). As shown in Exhibit A and Exhibit B, the Developer shall modify, by separate document, the easement for the easternmost detention pond dedicated on the final plat, to remove that portion of easement not needed for the easternmost detention pond. That portion of easement remaining along Southern and Telluride will remain the drainage and utility easements.

2. Amendment to Section 3(c) of Exhibit G. Section 3(c) of Exhibit G to the Agreement is hereby replaced in its entirety with the following:

Easternmost Detention Pond – The City of Brighton has retained an engineering consultant to analyze the existing and future drainage patterns that would drain to the easternmost detention pond. This analysis has demonstrated that the easternmost detention pond is no longer needed for regional storm drainage purposes. The Developer/Owner of Brighton Charter High School subdivision shall be responsible for the design, construction and all costs associated with the installation of the storm drainage pipes and easement dedication described in subparagraph “a.”. The City of Brighton will maintain the public storm system once installed and accepted.

3. Recording. The City shall cause the Modification and this Amendment to be recorded in the real property records of the Adams County Clerk and Recorder. Owner shall bear the cost of recording and provide a check for the recording fees to the City with the execution of this Agreement.

4. Agreement Remains in Effect. All other terms of the Agreement not modified herein shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Brighton Charter High School Subdivision Development Agreement as of the Effective Date.

**BRIGHTON CHARTER SCHOOL
BUILDING CORPORATION,**
a Colorado nonprofit corporation

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing First Amendment to the Brighton Charter High School Subdivision Development Agreement was acknowledged before me this _____ day of _____, 2022, by _____, in his/her capacity as _____ of the Brighton Charter School Building Corporation.

Witness my hand and official seal:

Notary Public
My commission expires: _____

[Signatures continue on following page.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Brighton Charter High School Subdivision Development Agreement as of the Effective Date.

CITY OF BRIGHTON, COLORADO
a Colorado home rule municipal corporation

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

ALICIA CALDERON, City Attorney

Exhibit A
GRANT OF UTILITY EASEMENT

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made this ____ day of _____, 20__, by and between BRIGHTON CHARTER SCHOOL BUILDING CORPORATION ("Grantor"), whose address is 1931 Bridge Street, Brighton, Colorado 80601, and the CITY OF BRIGHTON, COLORADO, a municipal corporation ("City"), whose address is 500 S. 4th Avenue, Brighton, Colorado 80601.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the City, its successors, and assigns, in perpetuity, an exclusive easement in, over, and across the real property hereinafter described for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing City-owned utility systems across, through, upon, and under the real property hereinafter described. The easement described below is a modification of the easement granted previously in Plat Brighton Charter High School recorded at 2007000070937 dated June 25, 2007. The term "City-owned utility systems," as used herein, shall include above and below ground wires, lines, cables, ducts, pipes, pedestals, risers, poles, vaults, manholes, fire hydrants, and other equipment, appurtenances, and structures associated with water, wastewater, and stormwater systems and which are owned and operated by the City. The term "exclusive easement," as used herein, shall mean that any above or below ground utility systems and appurtenances and other above or below ground permanent or substantial structures not owned and maintained by the City shall not be installed or encroach upon any portion of the easement unless first approved in writing by the City.

The easement hereby modified and granted, situated in Adams County, Colorado, is described as follows:

See attached Exhibit A for legal description.

TO HAVE AND TO HOLD said easement unto the City, its successors, and assigns forever. Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the easement herein granted, that the easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Utility Easement the day and year first above written.

[Signatures and acknowledgements on following page.]

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing Grant of Utility Easement was acknowledged before me this __ day
of _____, 20__, by _____ as _____ of _____
_____.

Witness my hand and official seal.

Notary Public
My commission expires: _____

ACCEPTED BY THE CITY OF BRIGHTON:

By: _____
Michael Martinez, City Manager

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Alicia Calderón, City Attorney

EXHIBIT A
PARCEL DESCRIPTION

A parcel of land, being part of Lot 1, Block 1, Brighton Charter High School as recorded July 25, 2007, as Reception No. 200700070938 of the Records of the Adams County Clerk and Recorder, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township One South (T.1S.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Brighton, County of Adams, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1 and assuming the South line of said Lot 1 as bearing North 89°57'37" West a distance of 837.83 feet, as platted, with all other bearings contained herein relative thereto;

Thence along the South and West lines of the Southeast portion of the Public Drainage and Utility Easement (PDUE) as dedicated by said Reception No. 200700070938 the following two courses;

THENCE North 89°57'37" West a distance of 469.96 feet;

THENCE North 00°07'50" East along said West line a distance of 30.00 feet;

THENCE South 89°57'37" East a distance of 42.25 feet;

THENCE North 37°06'40" West a distance of 56.44 feet;

THENCE North 89°52'10" West a distance of 58.09 feet to the East line of the Southwest portion of said PDUE;

Thence along the East, South, West and North lines of said PDUE the following 15 courses:

THENCE South 00°07'50" West a distance of 75.08 feet;

THENCE North 89°57'37" West a distance of 317.87 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 181.64 feet, having a Radius of 315.00 feet, a Delta of 33°02'17" and is subtended by a Chord that bears North 73°27'06" West a distance of 179.13 feet to a Point of Reverse Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 175.17 feet, having a Radius of 385.00 feet, a Delta of 26°04'06" and is subtended by a Chord that bears North 69°54'19" West a distance of 173.66 feet;

THENCE North 17°44'15" East along a line non-tangent to the aforesaid curve a distance of 63.44 feet;

THENCE North 50°43'15" East a distance of 243.66 feet;

THENCE North 35°35'41" East a distance of 218.02 feet;

THENCE North 46°35'36" East a distance of 145.72 feet;

THENCE North 89°58'34" East a distance of 33.78 feet;

THENCE South 00°00'00" East a distance of 301.59 feet;

THENCE South 10°01'39" East a distance of 73.43 feet;

THENCE North 90°00'00" East a distance of 165.71 feet;

THENCE South 00°00'02" East a distance of 94.04 feet;

THENCE South 89°52'10" East a distance of 50.00 feet;

THENCE South 00°07'50" West a distance of 30.00 feet;

THENCE South 89°52'10" East a distance of 22.97 feet;

THENCE South 37°06'40" East a distance of 94.05 feet;

THENCE South 89°57'37" East a distance of 380.00 feet;

THENCE North 00°00'30" West a distance of 223.76 feet to the North line of said PDUE;

Thence along the North and East lines of said PDUE the following two courses:

THENCE North 90°00'00" East a distance of 10.00 feet;

THENCE South 00°00'30" East a distance of 253.77 feet to the POINT OF BEGINNING.

Said described parcel of land contains 227,190 Square Feet or 5.216 Acres, more or less (±).

SURVEYORS STATEMENT

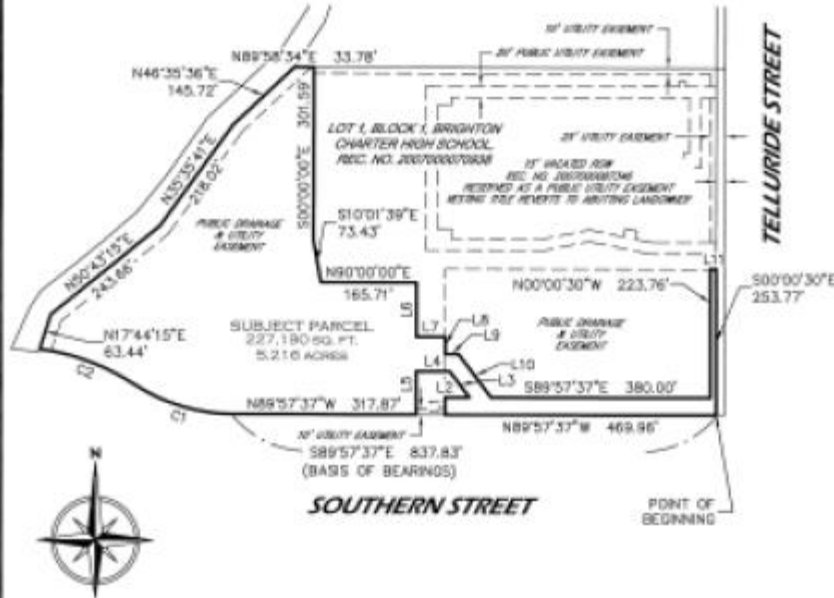
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



EXHIBIT B



LINE TABLE

LINE	BEARING	LENGTH
L1	N00°07'50"E	30.00'
L2	S88°57'37"E	42.25'
L3	N37°06'40"W	56.44'
L4	N89°52'10"W	58.09'
L5	S00°07'50"W	75.08'
L6	S00°00'02"E	94.04'
L7	S89°52'10"E	50.00'
L8	S00°07'50"W	30.00'
L9	S89°52'10"E	22.97'
L10	S37°06'40"E	94.05'
L11	N80°00'00"E	10.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	181.64'	315.00'	33°02'17"	179.13'	N73°27'06"W
C2	175.17'	385.00'	28°04'06"	173.66'	N69°54'19"W

Note: This drawing does not represent a recommended land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (CRS 13-48-105)



Steven Parks, PLS 38348
On behalf of Majestic Surveying, LLC



PROJECT NO: 2021082 CLIENT: Agora West
DATE: 10-5-2022 SCALE: 1"=200'