

**FIRST (1ST) AMENDMENT TO THE
SABLE CENTER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT (the “Amendment”) is made and entered into this ____day of _____ by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado (hereinafter called the “City”), and RVP INC., a Colorado corporation, herein referred to as the “Developer”.

WHEREAS, on December 30, 2009, CARLSON-PARKHILL, LLC, a Colorado limited liability company, and 148th AND SABLE BOULEVARD BUILDING, LLC, a Colorado limited liability company, and RBK, LLC, a Colorado limited liability company entered into a Development Agreement (the “Agreement”) for Sable Center (the “Development”), which was approved by City Council Resolution 09-190; and

WHEREAS, said Agreement was recorded in the real estate records of Adams County on December 31, 2009 at Reception No. 2009000096569; and

WHEREAS, in conjunction with the approval of the Agreement, the Sable Center Subdivision Final Plat (the “Final Plat”) was also approved; and

WHEREAS, RVP, INC. (the “Developer”), has acquired and currently owns Lot 4 of the Sable Center Subdivision; and

WHEREAS, Section 17-40-250 of the Subdivision Regulations section of the *City’s Municipal Code, Article 17: Land Use and Development Code* allows for plat amendments to be submitted to the City for review and approval; and

WHEREAS, the Developer has submitted a plat amendment to create two lots out of Lot 4 of the Sable Center Subdivision; and

WHEREAS, the title of the plat amendment is Sable Mini Storage Subdivision and the two lots are designated as Lot 1 and Lot 2; and

WHEREAS, the Developer has submitted a revised Schedule of Improvements for Lot 4 of the Development and a revised Phasing Plan; and

WHEREAS, the construction of the S29 Outfall System Plan Channel has been completed as set forth in the Prairie Center Regional Detention Ponds 4-6 and Regional Outfall Public Improvement Construction Plans; and

WHEREAS, the location of the 10’ trail that was to be located along the southern boundary of Lot 4 of the Sable Center Subdivision is now planned to be located adjacent to the west boundary of Sable Blvd from 148th Avenue to the edge of the S29 Outfall System Plan

Channel, then extending west along the southern boundary of S29 Outfall System Plan Channel; and

WHEREAS, due to changed circumstances, certain requirements for the Developer's construction of public improvements associated with the property within the Sable Mini Storage Subdivision as set forth in the Agreement must be revised or deleted; and

WHEREAS, the Developer and the City are entering into this First Amendment to the Sable Center Development Agreement to set forth their understandings and agreements regarding the public improvements associated with the development of Lots 1 and 2 of the Sable Mini Storage Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the Developer hereto promises, covenants, and agrees to the following amendments:

- A. As used herein, "Developer" shall mean RVP, Inc. and its successors and assigns.
- B. As used herein, "Development" shall mean the Sable Mini Storage Subdivision.
- C. The plat amendment titled, "Sable Center Mini Storage" is attached hereto as **Exhibit 1** and incorporated herein by reference, and relates exclusively to Lot 4 of the Sable Center Subdivision Final Plat.
- D. What was designated as Phase II in the Agreement and Lot 4 of the Sable Center Subdivision is now designated as Lots 1 and 2 of the Sable Mini Storage Subdivision.
- E. As to this Development, Pages 3, 5, and 7 of 8, of the existing Schedule of Improvements attached as Exhibit B of the Sable Center Development Agreement, dated December 30, 2009, are hereby replaced with an Amended Schedule of Improvements to reflect the revised required improvements to be constructed by the Developer and the addition of engineering estimates for the re-located 10' trail. The Amended Schedule of Improvements is attached hereto as **Exhibit 2**, and incorporated herein by this reference.
- F. As to this Development, the list titled "Phase II Improvements (Lot 4, generally)" within Exhibit B of the Sable Center Development Agreement dated December 30, 2009, setting forth the timeframe for the construction of certain public improvements by the Developer, is replaced with the following:

Phase II. Improvements (Lots 1 and 2, Sable Center Mini Storage Subdivision, generally):

1. Interim Sable Blvd Construction (Complete to 148th Avenue)

2. Sable Sidewalk (Lots 1 and 2, Sable Center Mini Storage Subdivision) and landscaping
3. 148th Avenue Ultimate Design (Sable Blvd to the approximate mid-point of Lot 1, Sable Center Mini Storage Subdivision)
4. 148th Avenue Construction (Full width from Sable Blvd to the approximate mid-point of Lot 1, Sable Center Mini Storage Subdivision)
5. Provide design of 10' trail adjacent to the west boundary of Sable Blvd, from 148th Avenue to the south edge of the S29 Outfall System Plan Channel.

Engineers Estimate shall be generated by the Developer to show the costs for items 1-5 above for determining the required bonding.

- G. As to this Development, Paragraph 4. a of Exhibit G of the Sable Center Development Agreement dated December 30, 2009 is hereby amended to read as follows:

4. Construction Improvements

a. The Developer shall satisfy its obligation for the construction of the future 10' trail adjacent to the western boundary of Sable Blvd from 148th Avenue, south to the edge of the S29 Outfall System Plan Channel, by the payment of cash in lieu of construction. Said cash in lieu payment shall be paid to the City in cash or certified funds prior to, and as a condition precedent to, the issuance of the first building permit for Phase II. The amount of the cash in lieu payment shall be based on an estimate of the costs for the design and construction of the subject improvements provided by the Developer, subject to final administrative approval by the City.

- H. As to this Development, Paragraph 10.c. in Exhibit G of the Sable Center Development Agreement dated December 30, 2009 is hereby amended to reflect that the S29 Outfall System Plan Channel has been constructed by other parties.

- I. As to this Development, Paragraph 10.d.ii. in Exhibit G of the Sable Center Development Agreement dated December 30, 2009 is hereby amended to read as follows:

10.d.ii. The Developer of Phase II is not eligible for any reimbursement as the S29 Outfall System Plan Channel has been constructed by other parties.

- J. As to this Development, Paragraph 14.b. in Exhibit G is hereby amended to reflect that the S29 Outfall System Plan Channel has been constructed by other parties.

K. The parties agree that the Agreement and those portions of the Agreement as modified by this Amendment, and its various Exhibits, expressly set forth the Developer's responsibilities regarding certain improvements related to the Development, including without limitation the design, engineering, landscaping, demolition, installation and construction of public and quasi-public improvements for the Sable Center Mini Storage Development, which are the sole responsibility of the Developer under both the Agreement and this Amendment. To the extent the terms of this Amendment which address those Developer responsibilities conflict with the Agreement, this Amendment shall control. All other terms and provisions of the Sable Center Development Agreement not explicitly modified herein are hereby ratified and shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have executed this Amendment the day and year written above.

CITY OF BRIGHTON

Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, Esq., City Attorney

DEVELOPER:

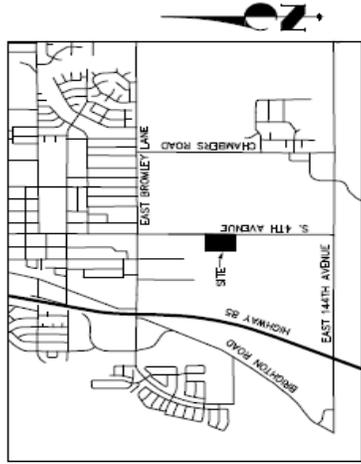
RVP, INC.

By:_____

Print Name:_____

Title:_____

SABLE CENTER MINI STORAGE
 A REPLAT OF LOT 4, SABLE CENTER SUBDIVISION, LOCATED IN THE S.E. 1/4 OF THE N.W. 1/4
 OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
 CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



CERTIFICATE OF OWNERSHIP AND DEDICATION
 KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED HEREBY WANTS IT IS THE OWNER OF A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOT 4, SABLE CENTER SUBDIVISION, ACCORDING TO THE PLAT RECORDED DECEMBER 31, 2009 AT RECEPTION NO. 200900208668, IN THE OFFICES OF THE ADAMS COUNTY CLERK AND RECORDER, COLORADO.
 CONTAINING A CALCULATED 297,314 SQUARE FEET OR 6.833 ACRES
 AND HAS Laid Out, PLatted and SUBDIVided the same into lots and easements as shown on the plat hereunto annexed and hereby acknowledged, and the right of way and/or easements and/or described herein and not previously dedicated.

IT IS HEREBY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALLEYS, EASES AND COVENANTS, UTILITIES, WORKING AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, WATER SYSTEM WORKING AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWER AND DRAINING, STREET LIGHTING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET FURNITURE, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE PROVIDED BY THE CITY OF BRIGHTON, COLORADO, AND SUCH SERVICES SHALL BE THEREFORE WHICH ARE APPROVED BY THE CITY OF BRIGHTON, COLORADO, AND SUCH SERVICES SHALL NOT BE PAID BY THE CITY OF BRIGHTON, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF BRIGHTON, SHALL BECOME THE SOLE PROPERTY OF THE CITY OF BRIGHTON, COLORADO, AND THAT THE CITY OF BRIGHTON, COLORADO, SHALL OWN AND OR CENTURY JUNK, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVICES PUBLIC UTILITIES, AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF BRIGHTON, COLORADO.

EXECUTED THIS _____ DAY OF _____, 2015.

OWNER

RVP INCORPORATED, A COLORADO CORPORATION

BY: _____
 STATE OF _____ } 88
 COUNTY OF _____ }
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY _____ AS _____ OF RVP INCORPORATED, A COLORADO CORPORATION.
 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY CERTIFICATE

STATE OF _____ } 88
 COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY _____ AS _____ OF RVP INCORPORATED, A COLORADO CORPORATION.
 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TITLE COMPANY CERTIFICATE
 I, A VICE PRESIDENT REPRESENTING FIRST AMERICAN TITLE INSURANCE COMPANY, CERTIFY THAT I HAVE EXAMINED TITLE TO THE DESCRIBED LAND DEDICATION TO THE CITY OF BRIGHTON, COLORADO, AND THAT THE PARTIES TO THE DEDICATION HAVE BEEN ADVISED OF THE TERMS AND CONDITIONS OF THE DEDICATION. THE DEDICATION IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS REFLECTED IN SCHEDULE B-2 OF TITLE INSURANCE COMMITMENT NO. NCS-4-18954-00 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

SIGNATURE _____ DATE _____

CITY OFFICIAL'S CERTIFICATE

COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF BRIGHTON, ADAMS COUNTY, COLORADO, HEREBY CERTIFY THAT (A) THE DEDICATION COMPLIES WITH THE CITY OF BRIGHTON SUBDIVISION REGULATIONS, (B) THE DEDICATION COMPLIES WITH THE GUIDELINES AND THE REGULATING PROCEDURES SET FORTH IN THE CITY OF BRIGHTON SUBDIVISION REGULATIONS, (C) THE WITHIN MAP CONSTITUTES A REPLAT OF THE PROPERTY DESCRIBED THEREIN, IN ACCORDANCE WITH SAID SUBDIVISION REGULATIONS, AND (D) THE DEDICATION WAS ACCEPTED AND APPROVED BY THE CITY OF BRIGHTON ON THE DATE SET FORTH BELOW.

BY: _____ DATE _____
 COMMUNITY DEVELOPMENT DIRECTOR

SURVEYOR'S CERTIFICATION

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, COLORADO PLS NO. 3832, HAVE SURVEYED THE PROPERTY DESCRIBED IN THIS PLAT AND I HEREBY CERTIFY THAT I HAVE SURVEYED THIS PROPERTY AND THIS PLAT ACCURATELY AND PROPERLY SHOWS SAID PROPERTY, AND THAT ALL MONUMENTS AND BOUNDARIES SHOWN ON THIS PLAT COMPLY WITH SECTION 3857-108 COLORADO REVISED STATUTES.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
 COLORADO PLS NO. 3832
 FOR AND ON BEHALF OF J.R. ENGINEERING, LLC

CLERK AND RECORDER CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER ON THIS _____ DAY OF _____, 2015, AT _____ M.

COUNTY CLERK AND RECORDER _____
 BY DEPUTY: _____
 RECEPTION NO. _____

GENERAL NOTES

- NOTICE PER C.R.S. 17-29-10 YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS INSTRUMENT WITHIN TEN YEARS FROM THE DATE THIS INSTRUMENT WAS COMMENCED. NO DEFECT MAY BE ASSERTED UNLESS IT IS DISCOVERED WITHIN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BASES OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CONSIDERED TO BEAR 80°12'27"E, A DISTANCE OF 2540.36 FEET, ACCORDING TO THE SABLE CENTER SUBDIVISION.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ANY MONUMENT COMMITTED TO A CLASS TWO (2) INSTRUMENT PURSUANT TO STATE STATUTE 19-2-202, C.R.S.
- THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AN ENGINEERING TO DETERMINE THE EXISTENCE OF ANY LIENS OR ENCUMBRANCES. THE ENGINEER HAS REVIEWED THE AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-4-18954-00 WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY AND EASEMENTS.
- PER C.R.S. 1947-105, "ALL LINEAL UNITS DESCRIBED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET; ONE METER EQUALS 39.3701 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- MAINTENANCE OF ALL PRIVATE UTILITY LINES, TREATMENT AND DRAINAGE IMPROVEMENTS AS CONTAINED ON THIS PLAT IS THE RESPONSIBILITY OF THE LAND OWNER, ITS SUCCESSORS, AND ASSIGNS. TO ENSURE THE FACILITIES FUNCTION AS DESIGNED AND CONTINUE SERVING THE INTENDED FUNCTIONS IN PERPETUITY, UNLESS THE CITY EXPRESSLY ACCEPTS THE RESPONSIBILITY IN WRITING, THE LAND OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, INSPECTION, REPAIRS, AND REPLACEMENT OF PRIVATE DRAINAGE FACILITIES IN THE EVENT THE LAND OWNER, ITS SUCCESSORS AND ASSIGNS FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- THAT PORTION OF ALL EXISTING EASEMENTS THAT LIE WITHIN THE RIGHT-OF-WAY DEDICATION ARE HEREBY WAIVED BY THIS PLAT.

FINAL PLAT
 SABLE CENTER MINI STORAGE
 JOB NO. 15678.00
 MARCH 19, 2015
 SHEET 1 OF 2



EXHIBIT 2

Engineer's Opinion of Estimated Costs for Public Improvements Sable Mini Storage - S. 4th Avenue (Sable Blvd)

All Costs Include Labor and Materials.

PUBLIC IMPROVEMENTS

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
Roadway					
	Asphalt Paving (7" depth)	377	TN	\$50.00	\$18,850.00
	Subgrade Prep (9" depth)	262	CY	\$25.00	\$6,550.00
	Sidewalk (4" depth) (6' S. 4th Ave.)	355	SY	\$22.00	\$7,810.00
	Handicap Ramp (CDOT Type 2A)	1	EA	\$1,100.00	\$1,100.00
	Signage	4	EA	\$200.00	\$800.00
	Epoxy Pavement Marking	3	GAL	\$52.00	\$156.00
	Street Lights	2	EA	\$3,000.00	\$6,000.00
Water					
	12" PVC Water Mains	649	LF	\$65.00	\$42,185.00
	Connections to Existing WL	1	EA	\$600.00	\$600.00
	Tee 12" x 12"	1	EA	\$750.00	\$750.00
	Tee 12" x 6"	1	EA	\$750.00	\$750.00
	12" Gate Valve	4	EA	\$2,100.00	\$8,400.00
	2" Blow Off Assembly	1	EA	\$450.00	\$450.00
	Fire Hydrant Assembly	1	EA	\$2,500.00	\$2,500.00
	6" DIP Fire Service Line	28	LF	\$32.00	\$896.00
Drainage					
	Roadside Ditch	490	LF	\$8.00	\$3,920.00
15% Contingency					\$101,717.00
15% Contingency					\$15,257.55
Total Public Improvements					\$116,974.55

*Excludes Erosion Control

Engineer's Opinion of Estimated Costs for Public Improvements
Sable Mini Storage - Storage Place (148th Ave)

All Costs Include Labor and Materials.

PUBLIC IMPROVEMENTS

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
<u>Roadway</u>					
	Asphalt Paving (7" depth)	395	TN	\$50.00	\$19,750.00
	Subgrade Prep (9" depth)	289	CY	\$25.00	\$7,225.00
	Curb Gutter	525	LF	\$16.00	\$8,400.00
	Sidewalk (4" depth) (6' Storage Place)	136	SY	\$22.00	\$2,992.00
	Gravel Turnaround - Class 6 ABC	44	CY	\$25.00	\$1,100.00
	Signage	2	EA	\$200.00	\$400.00
	Epoxy Pavement Marking	2	GAL	\$52.00	\$104.00
<u>Water</u>					
	12" PVC Water Mains	263	LF	\$65.00	\$17,095.00
	8" PVC Water Mains	28	LF	\$46.00	\$1,288.00
	Tee 12" x 8"	1	EA	\$750.00	\$750.00
	12" Gate Valve	3	EA	\$2,100.00	\$6,300.00
	2" Blow Off Assembly	1	EA	\$450.00	\$450.00
<u>Storm</u>					
	18" RCP	101	LF	\$42.00	\$4,242.00
	18" FES	3	EA	\$1,000.00	\$3,000.00
	Type M Rip Rap	27	CY	\$80.00	\$2,160.00
	5' Type R Inlet	2	EA	\$1,250.00	\$2,500.00
					\$77,756.00
15% Contingency					\$11,663.40
Total Public Improvements					\$89,419.40

*Excludes Erosion Control

**Engineer's Opinion of Estimated Costs for Side Walk Extention
Sable Mini Storage - Storage Place & S. 4th Avenue**

All Costs Include Labor and Materials.

Sidewalk Extension (4" depth) (10' width)	129	SY	\$22.00	\$2,828.98
Design of Sidewalk	1	LS	\$500.00	\$500.00
Total Improvements				\$3,328.98

SABLE MINI STORAGE - LANDSCAPE
 Revised by JR Engineering (Mar. 30, 2015)

Prepared By:
 Rob Thorsheim RLA #800
 1294 Xenon Street
 Golden, CO. 80401

South 4th Avenue				
Item	Quantity	Units	Unit Cost	Total Cost
Sod (irrigated)	7835	s.f.	\$ 0.50	\$ 3,917.50
Bioswale Seed Mix (non-irrigated with erosion control)	1410	s.f.	\$ 0.25	\$ 352.50
Large Deciduous Trees	7	ea.	\$ 410.00	\$ 2,870.00
Ornamental Trees	4	ea.	\$ 375.00	\$ 1,500.00
Evergreen Trees	5	ea.	\$ 390.00	\$ 1,950.00
Shrubs (5 gal.)	70	ea.	\$ 38.00	\$ 2,660.00
Ornamental Grasses & Day Lillies (1 gallon)	32	ea.	\$ 25.00	\$ 800.00
Rock Mulch (with weed barrier)	2394	s.f.	\$ 1.50	\$ 3,591.00
Steel Edger	417	l.f.	\$ 3.50	\$ 1,459.50
Soil Amendment (all landscaped area at 4 cy/1000 s.f.)	13500	s.f.	\$ 0.10	\$ 1,350.00
Irrigation (sod and bio-swales)	7835	s.f.	\$ 1.25	\$ 9,793.75
Irrigation (shrub beds)	2394	s.f.	\$ 1.50	\$ 3,591.00
Landscape Area (Public) along Lot 2	4662	s.f.	\$ 3.44	\$ 16,037.28
Subtotal				\$ 49,872.53

Storage Place (From edge of the S. 4th Ave. buffer to west end of Storage Place pavement)				
Item	Quantity	Units	Unit Cost	Total Cost
Sod (irrigated)	3850	s.f.	\$ 0.50	\$ 1,925.00
Bioswale seed Mix (non-irrigated with erosion control)	0	s.f.	\$ 0.25	\$ -
Large Deciduous Trees	4	ea.	\$ 410.00	\$ 1,640.00
Ornamental Trees	3	ea.	\$ 375.00	\$ 1,125.00
Evergreen Trees	0	ea.	\$ 390.00	\$ -
Shrubs (5 gal.)	70	ea.	\$ 38.00	\$ 2,660.00
Ornamental Grasses & Day Lillies (1 gallon)	36	ea.	\$ 25.00	\$ 900.00
Rock Mulch (with weed barrier)	2781	s.f.	\$ 1.50	\$ 4,171.50
Steel Edger	206	l.f.	\$ 3.50	\$ 721.00
Soil Amendment (all landscaped area at 4 cy/1000 s.f.)	6631	s.f.	\$ 0.10	\$ 663.10
Irrigation (sod and bio-swales)	3850	s.f.	\$ 1.25	\$ 4,812.50
Irrigation (shrub beds)	2781	s.f.	\$ 1.50	\$ 4,171.50
Subtotal				\$ 22,789.60