

## BROMLEY FARMS CONSTRUCTION AND REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION AND REIMBURSEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2025 (the "Effective Date"), by and between the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601 (the "**City**"), **PARKLAND METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **Privateer/Bromley, LLC** (the "**Developer**"). The City, District, and Developer may each individually be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. Developer is the owner of an approximately 139.7934-acres of real property located at the southeast corner of Bromley Lane and Chambers Road (the "**Property**").

B. The City previously approved the Bromley Farms Subdivision Plan (the "**Subdivision Plan**"), which, among other things, details the construction of certain public improvements at the Property.

C. The Parties are currently in the process of reviewing a final plat for the Property (the "**Final Plat**").

D. On the Developer Contribution page of the Subdivision Plan, as shown on Exhibit A, attached hereto and incorporated by reference herein, Developer agreed to design and construct the following (the "Off-Site Improvements") with the possibility, but not the guarantee, of receiving reimbursement from the City:

1. The east travel lanes of Bromley Lane and associated infrastructure east of the S. 15<sup>th</sup> Avenue,
2. The extension of Chambers Road south of the Property and associated infrastructure,
3. The traffic signal at S. 15<sup>th</sup> Avenue and Bromley Lane, not to exceed 50% of the design and construction costs (items 1-3 are referred to as the "**Off-Site Roadway Improvements**"),
4. The Drainage infrastructure including the conversion of the existing retention pond to a detention pond and the outfall pipe from the detention pond to the S. 15<sup>th</sup> Avenue storm sewer connection associated with serving the Brighton Koizuma-Hishinuma Farm and the Brighton Family Oasis Aquatic Park (the "**Off-Site Drainage Improvements**"); and the Storm Sewer Pipe Drainage infrastructure to convey the Brighton Koizuma-Hishinuma

Farm and the Brighton Family Oasis Aquatic Park stormwater from the connection point in S. 15<sup>th</sup> Avenue to the Bromley Farms Detention Pond located east of Chambers Road and north of Kite Street (the “**On-Site Drainage Improvements**”)

5. The improvements associated with the regional storm drainage outfall, excluding easement and property acquisition costs (the “**Regional Outfall Improvements**”),
6. The off-site trail connection to the Brighton Family Oasis Aquatic Park,
7. The off-site pedestrian bridge adjacent to Chambers Road (items 6 and 7 are collectively referred to as the “**Off-Site Trail Improvements**”),
8. The construction of a system of soft trails and a dog park within the dedicated open space (the “**Open Space Improvements**”).

E. The City desires to reimburse Developer and/or District for the construction of the Off-Site Improvements, the general scope of which is shown on Exhibit B, attached hereto and incorporated by reference herein.

## **AGREEMENT**

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

1. Off-Site Roadway Improvements. The City shall reimburse the Developer and/or District for the cost of the design and construction of the Off-Site Roadway Improvements using transportation and multimodal impact fees, collected from the development of the Property. Once the Developer and/or District has completed the construction of the Off-Site Roadway Improvements and the same has been finally accepted by the City, the City will reimburse the Developer and/or District for its actual cost of design and construction of the Off-Site Roadway Improvements, up to a maximum of the total amount of the actual design and construction cost, not to exceed the total amount of transportation and multimodal impact fees collected from the development of the Property. The City shall fund any reimbursement request within 45 days of receipt, up to the amount of transportation and multimodal impact fees received from the development of the Property. The Developer and/or District can request reimbursement quarterly, but no less than annually. In no event shall the total reimbursement exceed the lesser of the total amount of transportation and multimodal impact fees collected from the development of the Property or the actual costs expended by the Developer, District or future developer/builder to construct the Off-Site Roadway Improvements.

2. Off-Site and On-Site Drainage Improvements. The City shall reimburse the Developer and/or District for the cost of the design and construction of Off-Site Drainage Improvements using storm drainage impact fees collected from the development of the Property. Once the Developer and/or District has completed the design and construction of the Off-Site Drainage Improvements and the same has been finally accepted by the City, the City will reimburse the Developer and/or District the total design and construction costs of the Off-Site Drainage Improvements, not to exceed the total amount of storm drainage impact fees collected from the development of the Property. The City shall reimburse the Developer and/or District for the cost of the design and construction of On-Site Drainage Improvements using storm drainage impact fees collected from the development of the Property. Once the Developer and/or District has completed the design and construction of the On-Site Drainage Improvements and the same has been finally accepted by the City, the City will reimburse the Developer and/or District up to a maximum of 6% of the total design and construction costs of the On-Site Drainage Improvements, not to exceed the total amount of storm drainage impact fees collected from the development of the Property. The City shall fund any reimbursement request, after review and concurrence, within 45 days of receipt, up to the amount of storm drainage impact fees received from the development of the Property at the time of the reimbursement request. The Developer and/or District can request reimbursement quarterly, but no less than annually. In no event shall the total reimbursement exceed the lesser of the total amount of storm drainage impact fees collected from the development of the Property or the actual costs expended by the Developer, District or future developer/builder to construct the Off-Site and On-Site Drainage Improvements.

3. Regional Outfall Improvements. The City shall reimburse the Developer and/or District for the cost of the design and construction of the Regional Outfall Improvements using storm drainage impact fees collected from the development of the Property. Once the Developer and/or District has completed the design and construction of the Regional Outfall Improvements and the same has been finally accepted by the City, the City will reimburse the Developer, District or future developer/builder for the Regional Outfall Improvements, based on the remaining capacity of each reach not utilized by the Property, as shown in Exhibit C, of the actual design and construction costs, not to exceed the total amount of storm drainage impact fees collected from the development of the Property. The percentages of reimbursement are as follows:

**Reach 1:** The City will reimburse up to 92% of the total design and construction costs for reach one as represented in Exhibit C.

**Reach 2:** The City will reimburse up to 69.8% of the total design and construction costs for reach two as represented in Exhibit C.

**Reach 3:** The City will reimburse up to 33% of the total design and construction costs for reach three as represented in Exhibit C.

**Reach 4:** The City will reimburse 0% of the total design and construction costs for reach four as represented in Exhibit C.

The City shall fund any reimbursement request, after review and concurrence,

within 45 days of receipt, up to the amount of storm drainage impact fees received from the development of the Property at the time of the reimbursement request. The Developer and/or District can request reimbursement quarterly, but no less than annually. In no event shall the total reimbursement exceed the lesser of the total amount of storm drainage impact fees collected from the development of the Property or the actual costs expended by the Developer, District or future developer/builder to construct the Regional Outfall Improvements.

4. Off-Site Trail Improvements. The City shall reimburse the Developer and/or District for the cost of the design and construction of the Off-Site Trail Improvements using community and neighborhood park impact fees collected from the development of the Property. Once the District has completed the design and construction of the Off-Site Trail Improvements and the same has been finally accepted by the City, the City will reimburse the Developer and/or District for its actual cost of design and construction of the Off-Site Trail Improvements, up to a maximum of the total amount of the actual design and construction cost, not to exceed the total amount of community and neighborhood park impact fees collected from the development of the Property. The City shall fund any reimbursement request within 45 days of receipt, up to the amount of community and neighborhood park impact fees received from the development of the Property. The Developer and/or District can request reimbursement quarterly, but no less than annually. In no event shall the total reimbursement exceed the lesser of the total amount of community and neighborhood park impact fees collected from the development of the Property or the actual costs expended by the Developer, District or future developer/builder to construct the Off-Site Trail Improvements.

5. Open Space Improvements. The City shall reimburse the Developer and/or District for the cost of the design and construction of the Open Space Improvements using community and neighborhood park impact fees collected from the development of the Property. Once the Developer and/or District has completed the construction of the Open Space Improvements and the same has been finally accepted by the City, the City will reimburse the Developer and/or District for its actual cost of design and construction of the Open Space Improvements, up to a maximum of the total amount of the actual design and construction cost, not to exceed the total amount of community and neighborhood park impact fees collected from the development of the Property. The City shall fund any reimbursement request within 45 days of receipt, up to the amount of storm drainage impact fees received from the development of the Property. The Developer and/or District can request reimbursement quarterly, but no less than annually. In no event shall the total reimbursement exceed the lesser of the total amount of community and neighborhood park impact fees collected from the development of the Property or the actual costs expended by the Developer, District or future developer/builder to design and construct the Open Space Improvements.

6. Design of Off-Site Improvements. At Developer's or District's sole cost

and expense, and subject to review and approval by the City, Developer or District shall design the Off-Site Improvements. Developer or District shall not commence construction of any Off-Site Improvements until such designs have been reviewed and approved by the City. Failure to obtain City approval of the Off-Site Improvements may result in forfeiture of the Reimbursement as described herein.

7. Construction of Off-Site Improvements. Upon written approval by the City of the design for the Off-Site Improvements, and at Developer's or District's sole cost and expense, Developer or District shall construct the Off-Site Improvements (the "**Work**").

8. Reimbursement for Construction of Off-Site Improvements. Not later than 30 days after the City receives written notice from Developer or District that the Work has been completed, the City shall inspect the Work. If the City provides Initial Acceptance of the Work pursuant to a development agreement between the City and Developer or provides written notice to the Developer or District that the Work is satisfactory, Developer or District shall submit to the City within 30 days a detailed accounting, including receipts, invoices, and job cost reports relating to the cost of material, construction, and labor related to the Work (the "**Reimbursement Documentation**"). In relation to the Regional Outfall Improvements, the Developer shall provide Reimbursement Documentation for each reach. The extent and timing of the reimbursement shall be in accordance with the beforementioned paragraphs above.

9. Term of Agreement. This Agreement shall terminate 7 years from the date of the release of the first development permit associated with the Property, or when the full reimbursement of the Off-Site Improvements has been satisfied, or the impact fees have been exhausted, whichever comes first. Any desired extension to this Agreement shall be subject to review and approval by the City.

10. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Proper venue shall be in the District Court of Adams County.

11. Notices. All notices required herein shall be in writing and shall be deemed given if personally delivered or mailed with postage prepaid by United States mail to:

To City:	City of Brighton Attn: City Manager 500 S 4 <sup>th</sup> Avenue Brighton, Colorado 80601
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With Copy To:	City of Brighton Attn: City Attorney 500 S 4 <sup>th</sup> Avenue Brighton, Colorado 80601
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To Developer:

*Privateer/Bromley, LLC  
Jack Hoagland  
2830 S. Newcombe Way  
Lakewood, CO 80227*

To District:

*WBA, P.C.  
Zachary P. White  
2154 E Commons Ave, Ste 2000  
Centennial, CO 80122*

Or any other such address as either party may herein after provide.

12. Amendment. This Agreement may not be amended or modified except by an instrument in writing duly executed by the Parties.

13. Assignment. No party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Parties hereto, which may be granted or withheld in the sole discretion of such Parties.

14. Termination for Non-Appropriation. Notwithstanding any other provision herein to the contrary, every obligation of the City that involves the expenditure of any resources in a future fiscal year shall be subject to the lawful appropriation of sufficient funds therefore by the Brighton City Council.

15. No Joint Venture or Partnership. Nothing herein shall be interpreted or construed as creating a joint venture or partnership between the Parties. Neither of the Parties shall have the right under this Agreement to create any obligation or incur any debt on behalf of the City or Developer.

16. No Third Party Benefits Intended. It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the City, Developer and District, and nothing herein shall give or allow any claim or right of action to or by any other or third person to this Agreement. It is the intention of the City, Developer and District that any person other than the City, Developer and District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. Benefit and Binding Effect. This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. This Agreement may be executed by facsimile or PDF file format and/or in any number of counterparts. Each party may rely upon any facsimile, PDF file format or counterpart copy as if it were one original document.

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

WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ATTEST:

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
Natalie Hoel, City Clerk

\_\_\_\_\_  
Gregory Mills, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Alicia Calderón, City Attorney

*[signatures continue the following page]*

**Privateer / Bromley, LLC,**

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF                     )

The forgoing instrument was acknowledged before me \_\_\_\_\_,  
Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of Privateer / Bromley, LLC, a Colorado limited liability  
company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*[signatures continue the following page]*

**Parkland Metropolitan District NO. 1,**

A quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO    )  
                                      ) ss.  
COUNTY OF                )

The forgoing instrument was acknowledged before me \_\_\_\_\_,  
Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of Parkland Metropolitan District No. 1, a quasi-municipal  
corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit A**

**Developer Contribution Page(s) from Bromley Farms Subdivision Plan**

Exhibit begins on following page

**Exhibit B**  
**General Scope of Reimbursable Items**

Exhibit begins on following page\_

**Exhibit C**  
**Regional Outfall Improvements – Reach 1-4**

Exhibit begins on following page