

AFTER RECORDING RETURN TO:

KING PAUL I, LLC  
4500 CHERRY CREEK DRIVE SOUTH #860  
DENVER, CO 80246  
ATTN: JAROD PATE

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**PARTIAL ASSIGNMENT AND ASSUMPTION OF BROMLEY PARK FILING NO. 103  
DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF BROMLEY PARK FILING NO. 103 DEVELOPMENT AGREEMENT ("Assignment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado ("City"); and KING PAUL I, LLC, a Colorado limited liability company, JACOBS COLORADO LLC, a Colorado limited liability company, and IVE COLORADO LLC, a Colorado limited liability company (collectively, "Developer"); and BROMLEY OWNER, LP, a Texas limited partnership ("Owner"), as follows:

WHEREAS, the City and Developer entered into that certain Bromley Park Filing No. 103 Development Agreement dated January 5, 2010, and recorded in the Adams County Clerk and Recorder's Office on January 29, 2010, at Reception No. 2010000006237 (the "Development Agreement"). A map depicting Bromley Park Filing No. 103 is attached as **Exhibit A**;

WHEREAS, Developer and Western United Electric Supply Company, a Colorado corporation ("WUESC") entered into that certain Limited Assignment of Developer's Rights and Obligations and Bridge Street Improvement Agreement dated February 9, 2010, and recorded February 12, 2010, at Reception No. 2010000009670 ("Bridge Street Assignment") related to the Bridge Street Improvements, as defined in the Bridge Street Assignment.

WHEREAS, Developer, WUESC, and the City entered into that certain Partial Assignment of Bromley Park Filing No. 103 Development Agreement dated July 9, 2010, and recorded on August 27, 2010, at Reception No. 2010000057782 ("Partial Assignment");

WHEREAS, WUESC and the City entered into that certain First Amendment to Bromley Park, Filing NO. 103 Development Agreement dated July 8, 2019 ("First Amendment"). The Filing 103 Development Agreement, the Bridge Street Assignment, the Partial Assignment, and the First Amendment are collectively referred to the "Filing 103 Development Agreement");

WHEREAS, On or about the Effective Date, Developer conveyed to Owner that certain portion of the Development described as Lot 2, Block 1, Bromley Park Filing 103, Adams County, Colorado ("Lot 2");

WHEREAS, the Developer and Owner have agreed that Developer's rights (excluding the Bridge Street Improvement Payment as defined in the Bridge Street Assignment) and obligations under the Filing 103 Development Agreement applicable to Lot 2, including without limitation the rights (excluding the Bridge Street Improvement Payment as defined in the Bridge Street Assignment) and obligations set forth in the Bridge Street Assignment, be assigned to and assumed by the Owner, and that the Developer be released from such obligations;

WHEREAS, Developer hereby notifies the City of the transfer of Lot 2 and Developer's obligations under the Filing 103 Development Agreement to Owner, and, in accordance with Section 9.4 of the Development Agreement, Developer and Owner hereby request that the City release Developer from its obligations under the Filing 103 Development Agreement;

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto promise, covenant, and agree as follows:

1. The Parties acknowledge that Lot 2 is or will be owned by Owner and is subject to all terms and provisions of the Filing 103 Development Agreement.

2. All notices to Developer required to be made under Section 9.6 of the Filing 103 Development shall be addressed as follows:

King Paul Management, LLC  
Attention: Christopher King  
7800 E. Union Avenue, Ste. 800  
Denver, CO 80237

And to:

King Paul Management, LLC  
Attention: Paul DeCrescentis  
4500 Cherry Creek Drive South, Suite 860  
Denver, Colorado 80246-1537

With copy to:

Moye White LLP  
1400 16th Street, 6th Floor  
Denver, CO 80202  
Attn: Matt Dillman, Esq.

3. All notices to Owner required to be made under Section 9.6 of the Filing 103 Development shall be addressed as follows:

Bromley Owner, LP  
c/o Lovett Industrial, LLC  
Attention: Charlie Meyer  
1902 Washington Ave., Suite A  
Houston, Texas 77007

With copy to:

Lovett Industrial, LLC  
1902 Washington Ave., Suite A  
Houston, Texas  
Attn: Sara Bloom

4. The term "Owner" herein means Bromley Owner, LP, a Texas limited partnership, and, upon this Assignment, means "Developer" as that term is used in the Filing 103 Development Agreement. All other capitalized terms herein shall have the same meaning as in the Filing 103 Development Agreement, as applicable.

5. As of the Effective Date, the Owner hereby assumes and agrees to perform all obligations of the Developer as set forth in the Filing 103 Development Agreement arising out of or related to the development of Lot 2, including without limitation the obligations set forth in the Bridge Street Assignment. Owner shall indemnify, defend and hold harmless Developer, from and against any and all damages, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including without limitation reasonable attorneys' fees) (collectively, "Losses") solely arising as a result of the City's exercise of the Developer's joint and several liability under Section 9.4 of the Filing 103 Development Agreement; provided, however, that Owner's indemnity of Developer set forth above shall automatically terminate upon the City's execution of this Assignment and release of Developer (as set forth in Section 6) from all from all obligations identified in the Filing 103 Development Agreement, including but not limited to those obligations identified in Exhibit G of the Development Agreement, as applicable, and those obligations set forth in the Bridge Street Assignment.

6. The City consents to such assignment and delegation of such rights and obligations regarding Lot 2 and the Bridge Street Assignment pursuant to this Assignment and Section 9.4 of the Filing 103 Development Agreement. The Developer (King Paul 1, LLC, Jacobs Colorado LLC, and IVE Colorado LLC) is hereby released from all obligations identified in the Filing 103 Development Agreement, including but not limited to those obligations identified in Exhibit G of the Development Agreement, as applicable, and those obligations set forth in the Bridge Street Assignment.

7. The Filing 103 Development Agreement shall otherwise remain unchanged and in full force and effect, except as specifically modified herein.

[signatures on following pages]

**IN WITNESS WHEREOF**, the Parties have executed this Assignment the day and year written above.

**CITY OF BRIGHTON, COLORADO A**  
Home Rule Municipality

By: \_\_\_\_\_  
Name: Gregory Mills  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Natalie Hoel  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Alicia Calderon  
Title: City Attorney

**DEVELOPER:**

KING PAUL 1, LLC,  
a Colorado limited liability company

By: 

Name: Paul T. DeCrescentis

Title: Manager

STATE OF COLORADO )

)

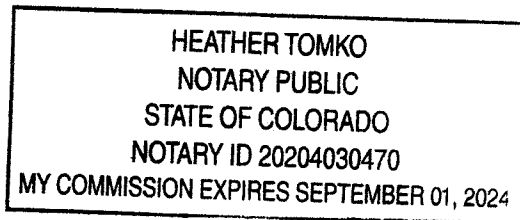
) ss.

COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 29 day of June, 2021, by Paul T. DeCrescentis, as the Manager of KING PAUL 1, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9/1/2024



Notary Public

**DEVELOPER:**

JACOBS COLORADO LLC,  
a Colorado limited liability company

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

Name: Brad D. Skepner

Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 29, 2021, before me, Myrna Yvette Rivera a

Notary Public, personally appeared Brad D. Skepner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

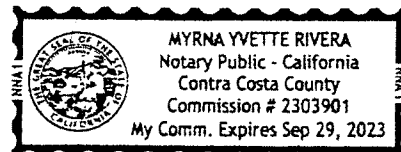
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

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

(Typed or Printed)



(Seal)

**DEVELOPER:**

IVE COLORADO LLC,  
a Colorado limited liability company

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

Name: Brad D. Skepner

Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 29, 2021, before me, Myrna Yvette Rivera a Notary Public, personally appeared Brad D. Skepner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

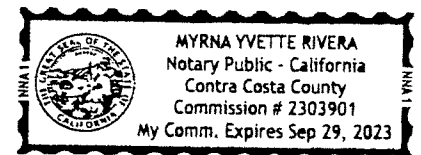
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: MYRNA YVETTE RIVERA

(Typed or Printed)




(Seal)

**OWNER:**

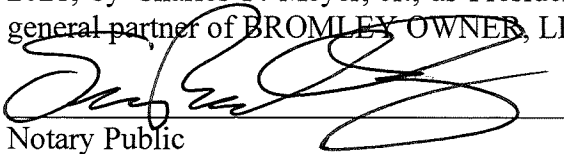
BROMLEY OWNER, LP,  
a Texas limited partnership

By: 1520 OLIVER INVESTMENTS GP, LLC,  
a Texas limited liability company

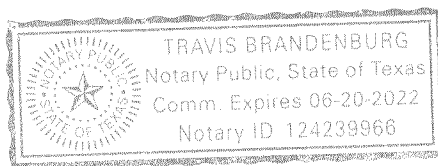
By:   
Name: Charles F. Meyer, Jr.  
Title: President

STATE OF TEXAS                    )  
  ) ss  
COUNTY OF HARRIS            )

The foregoing instrument was acknowledged before me this 25 day of June, 2021, by Charles F. Meyer, Jr., as President of 1520 OLIVER INVESTMENTS GP, LLC, the general partner of BROMLEY OWNER, LP, a Texas limited partnership.

  
Notary Public

My Commission Expires: 6-20-2022







**BROMLEY PARK FILING No. 103**  
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 12, AND THE  
NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST, CITY  
OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO  
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**OWNERSHIP AND TITLE CERTIFICATION**

I, STEPHEN C. PEW, A DULY AUTHORIZED OFFICER OF  
FRONTIER NATIONAL TITLE INSURANCE COMPANY, HEREBY CERTIFY THAT THE  
PARTY EXECUTING THIS PLAT IS OWNED BY THE DESCRIBED PROPERTY IS THE  
OWNER THEREOF IN FULL, UNPAID, AND FURTHER CERTIFY THAT ALL PUBLIC  
RIGHTS OF WAY, EASEMENTS AND PUBLIC IMPROVEMENTS, IF ANY, THAT ARE  
DEDICATED BY THIS PLAT, ARE FREE AND CLEAR OF ALL LEGAL AND  
ENCUMBRANCES WHICH MAY INTERFERE WITH OR RESTRICT THEIR INTENDED USE  
BY THE CITY OF BRIGHTON.

01/29/10 [Signature] [Signature]  
DATE SIGNATURE TITLE

**CITY COUNCIL CERTIFICATE**

THIS PLAT IS APPROVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, ADAMS  
COUNTY, COLORADO THIS 25th DAY OF JANUARY, 2010, IN WITNESS WHEREOF,  
FOR PLANS WITH THE CLERK AND RECORDER OF ADAMS COUNTY AND FOR  
CONFORMANCE TO THE CITY OF THE PUBLIC UTILITIES, SHOWING HEREON  
SUBJECT TO THE PROVISION THAT APPROVAL, WHO MAY OBLIGATE THE CITY OF  
BRIGHTON FOR THE FURNISHING OR CONSTRUCTION OF IMPROVEMENTS ON LAND  
OR EASEMENTS DEDICATED TO THE PUBLIC SHOULD BE SPECIFICALLY APPROVED TO  
BY CITY COUNCIL.

[Signature]  
MAYOR

WITNESSED MY HAND AND OFFICIAL SEAL OF THE CITY OF BRIGHTON

[Signature]  
ATTORNEY CITY CLERK



**GENERAL NOTES**

1. THIS SURVEY BASED NOT CONSTITUTE A TITLE SEARCH BY FRONTIER SURVEYING,  
INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FRONTIER NATIONAL  
TITLE INSURANCE COMPANY COMMITMENT NO. F2008, DATED DECEMBER 31, 2008,  
ONE AT 10:00 AM, HAS BEEN FILED FOR ALL INFORMATION REGARDING  
EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD OR OTHER ENCUMBRANCES  
AFFECTING THE BASED OF PARCELS.

2. NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL  
ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER  
YOU FIRST DISCOVER SUCH DEFECT, AND NO LATER THAN ANY ACTION BASED ON ANY  
DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE  
DATE OF CERTIFICATION SHOWN HEREON.  
C.A.S. 13-10-100(4)(a)

3. THE BASES OF SURVEY FOR THIS SURVEY IS NEITHER ALONG THE NORTH  
LINE OF THE NORTHWEST QUARTER OF SECTION 12, THE NEW, THIS BEARING  
BASED MATCHES THE ADAMS COUNTY CONTROL NETWORK.

4. UTILITY EASEMENTS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED OR  
OTHERWISE DEDICATED PURSUANT TO THE ABOVE GENERAL NOTES ARE HEREBY  
DEDICATED TO THE CITY OF BRIGHTON.

**CLERK & RECORDER'S CERTIFICATE**

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND  
RECORDER IN THE STATE OF COLORADO AT 1:13 PM ON THE 29th DAY OF  
JANUARY, 2010.

[Signature]  
COUNTY CLERK AND RECORDER

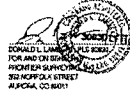
BY DEPUTY [Signature]  
INSTRUMENT NO. 010-00000-0238



**SURVEYOR'S CERTIFICATION**

I, DONALD L. LAMBERT, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE  
IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY SHOWN AND  
DESCRIBED HEREON WAS PREPARED UNDER MY SUPERVISION AND THAT THIS  
PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]  
DONALD L. LAMBERT  
FOR AND ON BEHALF OF  
FRONTIER SURVEYING, INC.  
302 HERRICK STREET  
AURORA, CO 80011



**FRONTIER SURVEYING, INC.**  
302 Herrick Street  
Aurora, CO 80011  
Tel: 303-340-0113  
Fax: 303-340-0114  
www.fs-inc.com  
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1	2010	1st	2010	1st	2010
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9	2010	1st	2010	1st	2010
10	2010	1st	2010	1st	2010

