

**FIRST (1<sup>st</sup>) AMENDMENT  
TO THE  
BROMLEY PARK, FILING NO. 103  
DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT** (the "First Amendment") to the existing Bromley Park, Filing No. 103 Development Agreement (the "Agreement"), is entered into this 8<sup>th</sup> day of July, 2019, by and between the City of Brighton, a Colorado home rule municipality ("City"), and Western United Electric Supply Corporation ("WUESC" or "Developer" or "Owner") (together referred to as the "Parties").

**RECITALS**

**WHEREAS**, the Agreement was originally approved on January 5, 2010, and recorded on January 29, 2010, in Adams County, Reception No. 2010000006237, by and between the City and King Paul 1, LLC, a Colorado Limited Liability Company; Jacobs Colorado LLC, a Colorado Limited Liability Company; and IVE Colorado LLC, a Colorado Limited Liability company ("King Paul"); and

**WHEREAS**, this First Amendment to the Agreement relates to Lot 1, Block 1, Bromley Park, Filing No. 103, as more particularly described in **Exhibit A** (the "Property") and the Bromley Park, Filing No. 103 Subdivision, which Final Plat thereof was recorded on January 29, 2010, in Adams County, Reception No. 2010000006238; and

**WHEREAS**, the Developer is the successor in interest and in title to King Paul for the purposes of the First Amendment; and

**WHEREAS**, this First Amendment is intended to clarify the phasing and timing of the improvement obligations of the Developer, including the construction of Bridge Street (a/k/a 168<sup>th</sup> Avenue) and associated fencing, landscaping, and access drive improvements; and

**WHEREAS**, in order to facilitate the development of the Property and clarify the remaining improvement obligations, which are essential to the City and the orderly development of the Property, the Parties have agreed to modify the Agreement, with this First Amendment, as provided herein.

**COVENANTS**

**NOW, THEREFORE**, in consideration of the Agreement and the foregoing recitals, which are a substantive and enforceable part of this First Amendment, and for the mutual

promises and covenants set forth herein, and for other good and valuable consideration, the Parties agree as follows:

- A. Bridge Street Improvements. It is anticipated that Lot 1, Block 1, of the Bromley Park Filing No. 103 Subdivision (the "Property") will be used by the Developer for the purpose of expanding outdoor storage from the adjacent property to the west, located on Lot 1, Block 1, of the Bromley Park Filing No. 101 Subdivision.

It is the purpose of this First Amendment to define what development of the Property will trigger the Bridge Street construction improvement obligations described in Exhibit G, Special Provisions, Paragraph No. 7, Bridge Street Construction, subsection (b), Lot 1, Block 1 Bridge Street Improvements ("Bridge Street Improvements").

For the purposes of this First Amendment, any development or site improvement on the Property subsequent to the execution of this agreement that requires a building permit for the construction of a structure that is built for the enclosure of persons, equipment, or materials shall require the Developer to assume full responsibility for the costs of the design and construction (or escrow of funds if deemed acceptable by the City) of the Bridge Street Improvements adjacent to the Property. The costs for the design and construction of Bridge Street adjacent to the Property, or the escrow of funds therefore, shall be determined at the time of a Final Development Plan review.

If the City requires Developer to escrow funds, rather than construct the improvements to Bridge Street, said escrow shall be made at the issuance of the first building permit that includes a structure that is built for the enclosure of persons, equipment, or materials for the Property, and shall be equal to the costs necessary to design and construct the Bridge Street Improvements, as approved by the City.

- B. Minor Property Improvements: The Developer may install minor improvements (such as fencing, lighting, landscaping, drainage improvements, incidental grading and paving, etc.) on the Property without triggering the Bridge Street Improvements. Developer agrees to submit all applicable applications and permits and obtain all necessary City approvals, for any improvements to the Property, prior to constructing any improvements to the Property, as required by the City's Municipal Code and Land Use and Development Code.

- C. Shared Access Point: The Owner agrees that it will allow for the construction of a shared access between Lot 1, Block 1 and Lot 2, Block 1, of the Bromley Park Filing No. 103.
- D. Addresses for Notice. Section 9.6 of the Agreement shall be amended to read as follows:

Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:  
City of Brighton  
City Manager  
500 S 4<sup>th</sup> Ave  
Brighton, CO 80601

Developer:  
Western United Electric Supply Corporation  
100 Bromley Business Parkway  
Brighton, CO 80603

With a copy to:  
City of Brighton  
City Attorney  
500 S 4<sup>th</sup> Ave  
Brighton, CO 80601

With a copy to:  
Randolph W. Starr  
Starr & Westbrook, P.C.  
210 East 29<sup>th</sup> Street  
Loveland, CO 80538

or to such other address or the attention of such person( s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- E. Successors and Assigns. This Amendment shall run with the land and the obligations of the Developer hereunder shall be binding upon Developer's successors and assigns. Upon execution hereof, the City shall cause the same to be recorded at Developer's expense in the office of the Clerk and Recorder of Adams County, Colorado.
- F. Other Agreement Terms Remain in Effect. The terms of the original Agreement remain in full force and effect except as specifically modified herein.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment to the existing Bromley Park, Filing No. 103 Development Agreement as of the date first written above.

*[Signatures begin on the next page.]*


**DEVELOPER:**

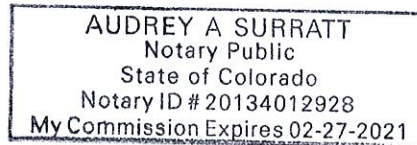
By:   
Greg Mordini, Chief Executive Officer  
Western United Electric Supply Corporation  
100 Bromley Business Parkway  
Brighton, CO 80603

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF Adams    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June,  
2019, by Greg Mordini.

WITNESS my hand and official seal:

  
Notary Public



My commission expires: 2/27/21

**ACKNOWLEDGEMENT:**

By: *Paul T. DeCrescentis*  
Paul T. DeCrescentis, Manager  
King Paul 1, LLC  
Jacobs Colorado LLC  
IVE Colorado LLC

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July,  
2019, by Paul T. DeCrescentis.

WITNESS my hand and official seal:


*Lynee' Michelle Pearson*  
Notary Public

LYNEE' MICHELLE PEARSON  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194018315  
MY COMMISSION EXPIRES MAY 14, 2023

My commission expires: May 14, 2023



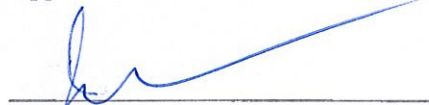
**CITY OF BRIGHTON, COLORADO**

  
By: Kenneth J. Kreutzer, Mayor

ATTEST:

  
Natalie Hoel, City Clerk

Approved as to Form:

  
Jack D. Bajorek, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION**

**BROMLEY PARK FILING NO 103 BLK 1 LOT 1**