

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Brighton City Clerk**

THIS SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT
TO THE
TELLURIDE BUSINESS PARK AND TELLURIDE BUSINESS PARK II
DEVELOPMENT AGREEMENTS**

THIS FIRST AMENDMENT TO THE TELLURIDE BUSINESS PARK AND TELLURIDE BUSINESS PARK II DEVELOPMENT AGREEMENTS (“**First Amendment**”) is made and entered into this ___ day of _____ 2026 (the “**Effective Date**”), by and between the CITY OF BRIGHTON, a Colorado home rule municipality of the County of Adams, State of Colorado (the “**City**”), and NORTH FOREST OFFICE SPACE - DENVER, LLC, a Colorado limited liability company (“**Developer**”). City and Developer are individually referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

Recitals:

WHEREAS, the City and North Forest Office Construction, LLC entered into that certain Telluride Business Park Final Plat and Development Agreement dated November 6, 2007, and recorded in the real property records of the Adams County Clerk and Recorder on December 7, 2007 at Reception No. 2007000112533 (the “**TBP Development Agreement**”), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 3.14 acres, and generally known as Telluride Business Park, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the “**TBP Property**”); and

WHEREAS, the TBP Property was platted in the Final Plat for the Telluride Business Park recorded in the real property records of the Adams County Clerk and Recorder on December 12, 2007, at Reception No. 2007000112535; and

WHEREAS, the TBP Property was replatted in the Telluride Business Park Amendment 1 recorded in the real property records of the Adams County Clerk and Recorder on February 26, 2014, at Reception No. 2014000011819; and

WHEREAS, the City and North Forest Development Colorado, LLC also entered into that certain Telluride Business Park II Development Agreement dated December 15, 2015, and recorded in the real property records of the Adams County Clerk and Recorder on May 9, 2016 at Reception No. 2016000035455 (the “**TBP II Development Agreement**”), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 3.38 acres, and generally known as Telluride Business Park II, as more particularly described in Exhibit B, attached hereto and incorporated herein by reference (the “**TBP II Property**”); and

WHEREAS, the TBP II Property was platted in the Final Plat for the Telluride Business Park II recorded in the real property records of the Adams County Clerk and Recorder on May 9, 2016, at Reception No. 2016000035456; and

WHEREAS, this First Amendment affects the TBP Property and the TBP II Property (the TBP Property and the TBP II Property are collectively referred to as the “**Property**,” the legal description of which is contained in Exhibit C, attached hereto and incorporated herein); and

WHEREAS, Developer is successor-in-interest to North Forest Office Construction, LLC and North Forest Development Colorado, LLC and the current owner of the Property; and

WHEREAS, by this First Amendment, the Parties desire to amend the TBP Development Agreement and the TBP II Development Agreement to address certain conditions related to stormwater.

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. Incorporation. The foregoing Recitals are incorporated as if fully set forth herein.
2. Amendment to TBP Development Agreement. Exhibit G, Special Provisions, to the TBP Development Agreement is hereby amended as set forth herein:
 - a. Section 4, “Detention Pond Maintenance,” of Exhibit G is hereby deleted in its entirety and shall have no further force or effect.
 - b. Section 5, “Detention/Retention Construction,” of Exhibit G is hereby deleted in its entirety and shall have no further force or effect.
 - c. Section 6, “Emergency Overflow Channel and Water Quality Release,” of Exhibit G is hereby deleted in its entirety and shall have no further force or effect.
3. Amendment to TBP II Development Agreement. The TBP II Development Agreement is hereby amended as set forth herein:
 - a. Section 6, “Construction and Maintenance of Drainage Infrastructure,” of Exhibit G to the TBP II Development Agreement is hereby deleted in its entirety and shall have no further force or effect.
 - b. Exhibit H, “Stormwater Facilities Maintenance Agreement,” is hereby deleted in its entirety and shall have no further force or effect.
4. Regional Drainage Improvements. If at the time of construction on the Property the regional outfall system adjacent to the Property has not been completed, Developer shall be required to construct the segment of the regional outfall system along a portion of the Property, as shown in the civil plans filed with the City under the name Telluride Business Park III (the “**TBP**

III Civil Plans”) If constructed by the Developer, a reimbursement request for the actual cost of construction may be submitted to the City for consideration in accordance with the Construction and Reimbursement Agreement attached hereto as Exhibit E.

5. Private Drainage Facility. Developer shall construct the improvements to the existing private pond as shown in the TBP III Civil Plans. Improvements include, but are not limited to, the construction of an outlet structure that will allow the pond on the Property to be converted to a detention state from a retention state. It shall be the responsibility of the Developer to ensure that the pond is designed in compliance with Mile High Flood District standards for both a detention and retention state. Developer shall convert the pond to a detention state upon completion of the regional outfall system. When the regional outfall system is completed, the City shall notify the Developer in writing, upon which time Developer shall promptly and diligently work to complete the required conversion to a detention state.

6. Stormwater Facilities Maintenance Agreement. The TBP Development Agreement and the TBP II Development Agreement are hereby amended by the addition of the Stormwater Facilities Maintenance Agreement, attached hereto as Exhibit D, and incorporated by reference herein (the “**Stormwater Agreement**”). As of the Effective Date, the Stormwater Agreement shall serve as Exhibit I to the TBP Development Agreement and as Exhibit H to the TBP II Development Agreement.

7. First Amendment Runs with the Land. This First Amendment shall run with the land included within the Development 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.

8. Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the TBP Development Agreement and the TBP II Development Agreement.

9. Provisions. All other provisions not modified or amended herein are hereby ratified and remain in full force and effect.

10. Entire Agreement. This First Amendment, together with all exhibits thereto, constitutes the entire agreement between the Parties. This First Amendment may be amended only by the mutual consent of the Parties in writing.

11. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment.

12. No Joint Venture or Partnership. Nothing herein shall be interpreted or construed as creating a joint venture or partnership between the Parties. No Parties shall have the right under this First Amendment to create any obligation or incur any debt on behalf of the other Parties.

13. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of all terms and conditions of this First Amendment and all rights and actions relating

thereto shall be strictly reserved to the Parties hereto, and nothing herein shall give or allow any claim or right of action to or by any other third party to this First Amendment.

14. Waiver. Waiver of the enforcement of any breach of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party of the same or any other provision of this First Amendment.

15. Governing Law. This First Amendment shall be construed and governed by the laws of the State of Colorado. Any dispute arising out of or relating to this First Amendment shall be resolved and adjudicated in the District Court of Adams County, Colorado.

16. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

17. Authority. Each Party warrants that it has the authority to enter into this First Amendment and that its signatory is authorized to bind the Party hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this First Amendment to the Telluride Business Park and Telluride Business Park II Development Agreements as of the Effective Date.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

[Signatures continue on following page.]

**NORTH FOREST OFFICE SPACE –
DENVER, LLC**
a Colorado limited liability company

By: _____
Tom Pruzenski, General Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026 by Tom Pruzenski, in his capacity as General Manager of North Forest Office Space – Denver, LLC, a Colorado limited liability company.

Witness my hand and official seal:

Notary Public
My commission expires: _____

EXHIBIT A

Legal Description of Telluride Business Park Property (TBP Property)

Lots 1 & 2, Telluride Business Park Amendment No. 1, 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

EXHIBIT B

Legal Description of Telluride Business Park II (TBP II Property)

Lots 1 & 2, Telluride Business Park II subdivision, 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

EXHIBIT C

Legal Description of Telluride Business Park III (Property)

A portion of 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. Being more particularly described as follows: Lots 1 and 2, Telluride Business Park Amendment No. 1 and Lots 1 and 2, Telluride Business Park II.

EXHIBIT D

STORMWATER FACILITIES MAINTENANCE AGREEMENT

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (this “Agreement”) is made this ___ day of _____ 20___, between NORTH FOREST OFFICE SPACE - DENVER, LLC, a Colorado limited liability company (“Owner”), and the City of Brighton, a Colorado home rule municipality (“City”). Owner and City may each be referred to herein as a “Party” and, collectively, as the “Parties.”

Recitals

WHEREAS, the ordinances and regulations of the City require that stormwater treatment and drainage facilities located on property not otherwise owned by the City shall be operated, maintained, repaired, and replaced as necessary by the Owner, or its successors and assigns as agreed to by the City; and

WHEREAS, this Agreement specifies the stormwater facilities management requirements necessary for the operation, maintenance, repair, or replacement of stormwater treatment and drainage facilities in accordance with Chapter 14, “Storm Drainage”, of the Brighton Municipal Code and City standards and specifications, as may be amended; and

WHEREAS, the Parties desire to provide for the continued operation, maintenance, repair, and replacement, as necessary, by the Owner and Owner’s successors and assigns, of the stormwater treatment and drainage facilities located on the property described in Exhibit 1, attached hereto and incorporated herein (the “Property”).

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 is hereby acknowledged, the Parties agree as follows:

1. *Incorporation.* The foregoing Recitals are hereby incorporated as if fully set forth herein.
2. *Property.* The Property on which the stormwater treatment and drainage facilities to be operated, maintained, repaired or replaced by the Owner is located is more fully described in Exhibit 1.
3. *Facilities.* The stormwater treatment and drainage facilities to be operated, maintained, repaired or replaced by the Owner are more fully depicted in Exhibit 2 , attached hereto and incorporated herein (the “Facilities”). Facilities include, but are not limited to, storm sewer inlets, pipes, culverts, channels, ditches, hydraulic structures, rip-rap, detention basins, micro-pools, spillways, water quality facilities and on-site control measure(s) to minimize pollutants in urban runoff.

4. *Obligations of Owner.* The Owner hereby agrees to the following:

- a. Unless expressly assumed by the City in writing, Owner and Owner's successors in interest, shall operate, maintain, repair, and replace, as necessary, all Facilities, including routine and non-routine maintenance of said Facilities in perpetuity. All Facilities shall be maintained to meet erosion control, groundwater recharge, and stormwater runoff quantity and quality standards of Chapter 14, "Storm Drainage" of the Brighton Municipal Code, City of Brighton standards and specifications, and Mile High Flood District Urban Storm Drainage Criteria Manual, as the same may be amended. As used herein, "routine maintenance procedures" includes, but is not limited to, inspections, engineering evaluation, debris and litter control, mechanical components maintenance, repair, and replacement, vegetation management. Further, as used herein, "non-routine maintenance procedures" includes, but is not limited to, removing accumulated sediments from stormwater quality facilities, restoration of eroded areas, snow and ice removal, fence repair or replacement, restoration of vegetation, and long-term structural repair, maintenance, and replacement.
- b. Any detention, retention or infiltration area within the Property must comply with C.R.S. § 37-92-602 (8), as amended. In the event that either Party learns of a violation of C.R.S. § 37-92-602 (8), Owner, at its own cost and expense, shall bring the detention, retention or infiltration area into compliance with C.R.S. § 37-92-602 (8).
- c. Owner shall inspect the Facilities annually and document maintenance, repair, and replacement needs to ensure compliance with the requirements of this Agreement. Inspection items shall include, but not be limited to: (i) sediment accumulation; (ii) trash accumulation; (iii) presence of standing water; (iv) presence of erosion; (v) structural condition, damage, and/or missing components; (vi) such other inspection criteria as described in Mile High Flood District Urban Storm Drainage Criteria Manual. Maintenance and inspection records shall be retained by the Owner for at least three (3) years and shall be produced to the City's Director of Utilities (the "Director") upon request.

5. *City Access to Property.* Owner irrevocably grants the Director complete access to the Facilities in accordance with City of Brighton Municipal Code Section 14-8-80, as may be amended.

6. *Remediation.* Owner hereby acknowledges, understands, and agrees that in the event that Owner, or Owner's successor's in interest, fails to comply with the obligations of this Agreement or with the requirements of the Brighton Municipal Code, City shall have the right, but not the obligation, to remediate such failures, as set forth in Article 14-8 of the City of Brighton Municipal Code, as may be amended.

7. *Notification of Change of Ownership.* Owner shall notify the City in writing of any change in ownership of the Property within thirty (30) days of the effective date of the conveyance together with a verified statement from the Owner's successor in interest that it has received a copy of this Agreement and assumes the responsibilities expressed herein. In the event that Owner fails to notify the City of a change in ownership and/or provide the foregoing verified statement from Owner's successor in title, such change in ownership shall not relieve Owner of the obligations under this Agreement; Owner and Owner's successor in interest shall remain jointly and severally liable under hereunder.

8. *Notice.* Any notice provided under this Agreement shall be deemed properly given if: (i) sent by certified mail, return receipt requested, (ii) personally delivered, or (iii) sent by a nationally recognized overnight courier service, at the following addresses:

If to City:

City of Brighton
Attn: Director of Utilities
500 S. 4th Avenue
Brighton, CO 80601

If to Owner:

North Forest Office Space – Denver LLC
13635 E 104th Avenue
Suite 500
Commerce City, CO 80022

9. *Agreement Runs with the Land.* This Agreement shall run with land and be binding for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against Owner, its successor and assigns, and every successor in interest to the Property.

10. *Recording.* The City shall record this Agreement in the real property records of the Clerk and Recorder for the county in which the Property is located. Owner shall bear the cost of recording and provide a check for the recording fees to the City concurrently with the execution of this Agreement.

11. *Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

12. *Governing Law.* This Agreement shall be construed and governed by the laws of the State of Colorado. Any dispute arising out of or related to this Agreement shall be resolved and adjudicated in the District Court of Adams County, Colorado, irrespective of any conflicts of law.

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

14. *No Third-Party Beneficiaries.* 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 Parties hereto, and nothing herein shall give or allow any claim or right of action to or by any other third party to this Agreement.

CITY OF BRIGHTON, COLORADO

Scott Olsen, Director of Utilities

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

EXHIBIT D1

Property Description

A portion of 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. Being more particularly described as follows: Lots 1 and 2, Telluride Business Park Amendment No. 1 and Lots 1 and 2, Telluride Business Park II.

EXHIBIT D2

Facilities Location Map

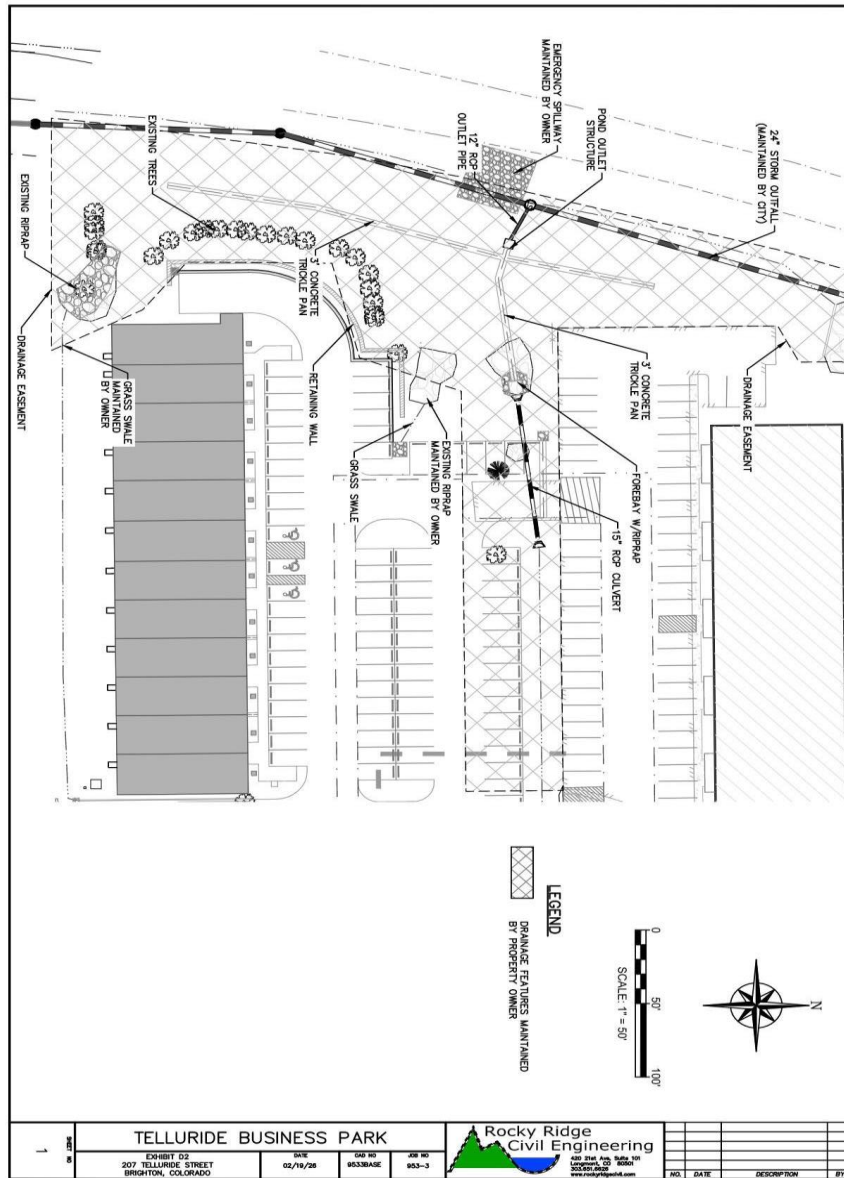


EXHIBIT E

CONSTRUCTION AND REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION AND REIMBURSEMENT AGREEMENT (this “Agreement”) is entered into this ____ day of _____ 2026 (the “Effective Date”), by and between the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4th Avenue, Brighton, Colorado 80601 (the “**City**”) and **NORTH FOREST OFFICE SPACE - DENVER, LLC**, a Colorado limited liability company (“**Developer**”). The City and Developer may each individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the City and North Forest Office Construction, LLC entered into that certain Telluride Business Park Final Plat and Development Agreement dated November 6, 2007, and recorded in the real property records of the Adams County Clerk and Recorder on December 7, 2007 at Reception No. 2007000112533 (the “**TBP Development Agreement**”), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 3.14 acres, and generally known as Telluride Business Park (the “**TBP Property**”); and

WHEREAS, the TBP Property was platted in the Final Plat for the Telluride Business Park recorded in the real property records of the Adams County Clerk and Recorder on December 12, 2007, at Reception No. 2007000112535; and

WHEREAS, the TBP Property was replatted in the Telluride Business Park Amendment 1 recorded in the real property records of the Adams County Clerk and Recorder on February 26, 2014, at Reception No. 2014000011819; and

WHEREAS, the City and North Forest Development Colorado, LLC also entered into that certain Telluride Business Park II Development Agreement dated December 15, 2015, and recorded in the real property records of the Adams County Clerk and Recorder on May 9, 2016 at Reception No. 2016000035455 (the “**TBP II Development Agreement**”), which affects certain real property located in the City of Brighton, Adams County, Colorado, comprising of approximately 3.38 acres, and generally known as Telluride Business Park II (the “**TBP II Property**”); and

WHEREAS, the TBP II Property was platted in the Final Plat for the Telluride Business Park II recorded in the real property records of the Adams County Clerk and Recorder on May 9, 2016, at Reception No. 2016000035456; and

WHEREAS, concurrently with this Agreement, the Parties are entering into that certain First Amendment to the Telluride Business Park and Telluride Business Park II Development

Agreement (the “**Amended Development Agreement**”), which affects the TBP Property and the TBP II Property (the TBP Property and the TBP II Property are collectively referred to as the “**Property**,” and incorporated as if fully set forth herein); and

WHEREAS, Developer is successor-in-interest to North Forest Office Construction, LLC and North Forest Development Colorado, LLC and the current owner of the Property; and

WHEREAS, the Amended Development Agreement relates to stormwater drainages improvements and contemplates that if certain regional drainage improvements, as set forth in Section 4 of the Amended Development Agreement (the “**Off-Site Improvements**”), incorporated as if fully restated herein, are constructed by the Developer, then the City may reimburse Developer for the construction of such Off-Site Improvements; and

WHEREAS, the new impervious area of the Property is 55,674 square feet (the “**New Impervious Area**”); and

WHEREAS, by this Agreement, the Parties desire to outline terms of reimbursement for the Off-Site Improvements.

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. Incorporation of Recitals. The foregoing Recitals are incorporated as if fully set forth herein.
2. Construction of Off-Site Improvements. If, and the extent that the Off-Site Improvements have not been constructed by the City, upon written approval from the City, and at Developer’s sole cost and expense, Developer shall construct the Off-Site Improvements (the “**Work**”).
3. Reimbursement for Construction of Off-Site Improvements. Not later than 30 days after the City receives written notice from Developer 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 Parties, or provides written notice to the Developer that the Work is satisfactory, Developer 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 Request**”). The City shall review the Reimbursement Request and, provided the City does not require any additional documentation from the Developer to substantiate the Reimbursement Request, the City shall pay to Developer the total cost of the Reimbursement Request no later than ninety (90) days after receipt of such Reimbursement Request or any additional requested documentation, if applicable (the

“**Reimbursement**”). Notwithstanding the foregoing, the total amount of the Reimbursement shall not exceed the total amount of Stormwater Impact Fees collected by the City for the New Impervious Area.

4. Term of Agreement. This Agreement shall terminate on the date on which the City has paid the Reimbursement. Notwithstanding anything to the contrary contained herein, if the Off-Site Improvements are constructed by the City, this Agreement shall automatically terminate without further action of the Parties and no Reimbursement shall be due to Developer.

5. 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.

6. 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 4th Avenue
Brighton, Colorado 80601

With Copy To: City of Brighton
Attn: City Attorney
500 S 4th Avenue
Brighton, Colorado 80601

To Developer: North Forest Office Space - Denver, LLC
13635 E 104th Avenue
Suite 500
Commerce City, CO 80022

With Copy To: 2829 Wehrle Drive Suite 01
Williamsville, NY, 14221

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

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

8. 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.

9. 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.

10. 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.

11. 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 and Developer, 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 and Developer that any person other than the City and Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. 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]

