

SUBJECT: RESOLUTION 40, SERIES 2025 – A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE KING SOOPERS MARKETPLACE PLANNED UNIT DEVELOPMENT AMENDMENT at 1171 W DILLON ROAD

DATE: JUNE 17, 2025

PREPARED BY: MATT POST, AICP, SENIOR PLANNER

PRESENTED BY: MATT POST, AICP, SENIOR PLANNER

SUMMARY:

This item is a request for approval of a Development Agreement for public improvements required as a result of a Planned Unit Development (PUD) Amendment to allow a King Soopers Marketplace and accessory gasoline service station at 1171 W Dillon Road, previously approved by the City Council.

BACKGROUND / PRIOR DISCUSSIONS:

On May 20, 2025, the City Council approved a Planned Unit Development (PUD) Amendment (Resolution No. 32, Series 2025) to allow modifications to the existing building and site at 1171 W Dillon Road to accommodate a King Soopers Marketplace and an accessory gasoline service station.

At the May 20, 2025, hearing, staff presented the PUD Amendment and the associated Development Agreement; however, the cost estimate and construction exhibit referenced as Exhibit A were not included, as those materials were still under staff review. City Council proceeded with approval of the PUD Amendment and directed that the Development Agreement be returned on a future consent agenda, subject to inclusion of all materials referenced in Exhibit A. The Development Agreement, including the cost estimate and construction exhibit, are included as **Attachment 2**.

ANALYSIS:

A traffic study submitted with the PUD Amendment identified the need to extend the eastbound left-turn lane at Centennial Parkway and McCaslin Boulevard to accommodate additional vehicle queuing. Median improvements on Centennial Parkway are necessary to implement this recommendation, and a Development Agreement is required to facilitate construction of public improvements.

A Development Agreement is a binding contract between the City and a developer that outlines the terms and responsibilities related to public improvements required as part of an approved development plan. In this case, the agreement ensures that the developer completes specific improvements to Centennial Parkway, including the extension of the eastbound left-turn lane at McCaslin Boulevard, as identified in the traffic impact study approved with the PUD Amendment.

The agreement establishes requirements for engineering design, construction standards, improvement guarantees, and timelines. It includes provisions for City inspection, warranty and maintenance responsibilities, and enforcement mechanisms. The agreement also ensures that all public improvements are completed and accepted by the City prior to the issuance of a Certificate of Occupancy for the project.

This tool protects the City's interests by ensuring infrastructure improvements are completed to municipal standards and at no cost to the City.

2025 COUNCIL WORK PLAN:

This Development Agreement supports a development application that advances the 2025 City Council Work Plan priority of Economic Vitality, specifically through the continuation of a business-friendly approach and a focus on business attraction and retention. In August 2024, the City Council approved up to \$15.28 million in incentives over 12 years for this project, including a 75% rebate of new general sales tax revenue and up to \$180,000 in permit and construction tax rebates. This application supports the completion and implementation of a successful incentive program designed to attract and retain businesses.

FISCAL IMPACT:

Budgeted?: **Not Applicable**

The new King Soopers Marketplace is expected to be one of Louisville's top sales tax generators, with projected City revenue starting at nearly \$1 million annually and growing to over \$3 million by the end of the financial incentive term. All \$15.28 million in incentives are performance-based, with no up-front costs to the City. The agreement is projected to have a significant fiscal impact, with long-term City revenue increasing after the incentive period ends.

ALTERNATIVES:

The development agreement must be approved by the City Council and the related improvements completed prior to the issuance of a Certificate of Occupancy.

PUBLIC COMMENTS:

No public comments have been received as of the date of this report.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 40, Series 2025

ATTACHMENTS:

1. Resolution 40, Series 2025
2. Development Agreement

**RESOLUTION NO. 40
SERIES 2025**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE KING
SOOPERS MARKETPLACE PLANNED UNIT DEVELOPMENT AMENDMENT AT
1171 W DILLON ROAD**

WHEREAS, there was submitted to the Louisville City Council an application for a Planned Unit Development Amendment (“PUD Amendment”) to allow the redevelopment of an existing commercial site to allow a grocery store and gasoline service station use located at 1171 W Dillon Rd; Lot 5, Centennial Valley Parcel L Filing No. 1; and

WHEREAS, the City Council considered the PUD Amendment application at a duly noticed public hearing on May 20, 2025, where evidence and testimony were entered into the record and following which the public hearing the City Council approved the PUD Amendment with conditions, one of which conditions was City Council approval of the Development Agreement; and

WHEREAS, the City Council has reviewed the terms of the proposed Development Agreement for King Soopers Marketplace – 1171 W Dillon Rd (the “Development Agreement”), a copy of which accompanies this resolution, and finds its terms acceptable and meet the requirements of the Louisville Municipal Code; and

WHEREAS, the City Council finds the Development Agreement should be approved, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Development Agreement between the City of Louisville and Dillon Companies, LLC , a copy of which accompanies this resolution, is hereby approved. The Mayor and City Clerk are hereby authorized to execute the Development Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Development Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Development Agreement are not altered.

PASSED AND ADOPTED this 17th day of June 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

DEVELOPMENT AGREEMENT
King Soopers Marketplace – 1171 W Dillon Rd

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation (“City”), and **Dillon Companies, LLC** (“Developer”).

WHEREAS, Developer has submitted an application for a Final Planned Unit Development Plan Amendment (the “Plan”) for development of real property located at 1171 West Dillon Road, Louisville, Colorado, and legally described as Lot 5, Centennial Valley, Parcel L, Filing No. 1, (“Development”), which Plan has been reviewed and approved by the Planning Commission and the City Council by Resolution No. _____, Series 2025 and recorded with the Boulder County Clerk and Recorder on _____, 2025 at Reception No. _____; and

WHEREAS, the development regulations of the City require that the public improvement obligations be guaranteed in a form acceptable to the City; and

WHEREAS, the Developer and City desire to enter into this Agreement relative to the completion of certain improvements and other matters related to the Development;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Developer agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the improvements as set forth on the Schedule of Improvements described in **Exhibit A** (the “public improvements” or “improvements”), attached hereto and incorporated herein by this reference. The engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all improvements required by this Agreement, and any other improvements constructed by Developer in relation to the Development, in accordance with plans and specifications approved in writing by the City, and with the Plan, and in full conformity with the City’s construction specifications applicable at the time of construction plan approval.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to the Planning Division of the City, who shall have general responsibility for coordinating development with Developer.

1.5 Timing of Development. Pursuant to Section 17.28.200 of the Louisville Municipal Code, Developer has three (3) years from City Council approval of the Plan on _____, 20____, within which to secure a building permit or building permits for the Development, subject to any extensions. In addition to the foregoing, the Developer agrees that it shall complete the improvements for the Development and obtain Construction Acceptance thereof prior to the issuance of the first certificate of occupancy for any portion of the Development. In the event that Developer determines to not proceed with any portion of the Development and no building permits have been issued within three (3) years from City Council approval, or any extension thereof, then pursuant to Section 17.28.200, no building permits shall be issued for the Development and the Developer shall be relieved of all obligations to complete improvements under this Agreement; provided however that, in such event, the Developer shall be required to obtain approval of a new PUD development plan and execute a new development agreement with the City prior to receiving any building permits for or proceeding with any development of the property, excepting only work for which no PUD plan is required.

1.6 Plan Submission and Approval. Developer shall furnish to the City complete plans for all public improvements required for the Development and obtain approval thereof prior to commencing any construction work thereon. The City shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the City, and the City shall notify Developer of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and plans shall be resubmitted to and approved by the City prior to construction. Under the application fee paid by the Developer, City staff will review three (3) submittals of construction drawings. Additional submission of construction drawings that involves further staff review shall be at the expense of the Developer.

1.7 Construction Acceptance. No later than ten (10) days after the public improvements are completed, Developer shall request inspection by the City, which request shall be in writing to the City Department of Public Works. If Developer does not request this inspection within ten (10) days of completion of the public improvements, the City may conduct the inspection without the approval of Developer and provide written notice to Developer of reasonable repairs, replacements, construction or other work required. Developer shall provide "as-built" drawings, both hard copy and electronic file format acceptable to the City, and a certified statement of construction costs no later than thirty (30) days after the public improvements are completed. The certification shall be signed by an officer, member or agent on behalf of the Developer representing that amounts stated are the actual costs incurred. If Developer has not completed the public improvements on or before the completion deadlines set forth in this Agreement, the City may exercise its rights to secure performance as provided in this Agreement. If improvements completed by Developer are satisfactory, the City shall grant "Construction

Acceptance” after which the Developer shall provide a warranty for the improvements and the same shall be subject to “Final Acceptance” as set forth herein. If improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request of the City a re-inspection of such work to determine if Construction Acceptance can be granted, and the City shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer’s expense. If Developer does not complete the repairs, replacements, construction or other work required within the time frame set forth in this Section, the City may exercise its rights to secure performance as provided in this Agreement. The City reserves the right to schedule re-inspections, depending upon scope of deficiencies. **No certificate of occupancy for the Development shall be issued by the Building Division prior to Construction Acceptance of the public improvements.**

1.8 Warranty & Maintenance of Improvements. For a two (2) year period from the date of Construction Acceptance of any improvements related to the Development, Developer shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City, shall become necessary. If within thirty (30) days of Developer’s receipt of written notice from the City requesting such repairs or replacements, the Developer has not completed such repairs, the City may exercise its rights to secure performance as provided in this Agreement. Notwithstanding the above, the Developer and each successor owner of the Development property shall be responsible for the warranty and maintenance obligations provided for herein, subject to Section 3.4 of this Agreement.

1.9 Final Acceptance. At least sixty (60) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance. If Developer does not correct all deficiencies and make repairs identified in said inspection to the City’s satisfaction within thirty (30) days after receipt of said notice, weather permitting, the City may exercise its rights to secure performance as is provided in this Agreement. If any mechanic’s liens have been filed with respect to the public improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Developer fails to have improvements finally accepted within two (2) years of the date of the issuance of Construction Acceptance or any improvements are found not to conform to this Agreement, or to applicable City standards and specifications, then Developer shall be in default of the Agreement and the City may exercise its rights under this Agreement.

1.10 Reimbursement to City. Upon Developer's breach of any of its obligations beyond any applicable cure period, the City may complete construction, repairs, replacements, or other work of Developer pursuant to this Agreement in which event Developer shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City. If Developer fails to so reimburse City, then Developer shall be in default of the Agreement and the City may exercise its rights to enforce the Agreement.

1.11 Testing and Inspection.

Developer shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, and shall furnish copies of test results to the City together with maps clearly indicating the horizontal and vertical test locations on a timely basis for City review and approval prior to commencement or continuation of that particular phase of construction. In addition, at all times during said construction the City shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

All work shown on the approved public improvement plans requires inspection by the Public Works Department, Engineering Division. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m., November 1 through March 31, and from 7:00 a.m. to 5:00 p.m., April 1 through October 31. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of 48 hours in advance to the Director of Public Works for approval. All requests for after hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, the Developer shall reimburse the City for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed after the hours listed above.

1.12 Improvement Guarantee.

(a) Developer shall install and pay for all improvements described in Exhibit "A" or otherwise required by the Development as shown on the approved Plan, utility plans, and other approved documents on file with the City.

(b) Developer shall submit to the City an Improvement Guarantee for all improvements, as set forth in **Exhibit A**. The guarantee may be in cash, certified funds, or a letter of credit in form and substance of **Exhibit B**, attached hereto and incorporated herein by this reference. Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1), and shall be auto-renewing per Exhibit B. The Improvement Guarantee for public improvements shall include, but not by way of limitation, any street construction, landscaping and seeding, fencing, street lights, street signs, pavement markings, water, sewer, storm sewer, trail and trailhead improvements,

and irrigation and drainage improvements. The total amount of the Improvement Guarantee for the Development shall be calculated as a percentage of the total estimated cost, including labor and materials, of all public improvements to be constructed in the Development, which costs are set forth on **Exhibit A**. The total minimum amounts are as follows:

- 1) Prior to issuance of building permits: 115% of estimated construction costs, as determined by the City;
- 2) Upon Construction Acceptance prior to Final Acceptance: reduced to 15%;
- 3) After Final Acceptance: reduced to 0%, subject to the terms and conditions of this Agreement.

(c) In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance, and upon thirty (30) days prior written notice to Developer (pursuant to this Agreement), draw on any Improvement Guarantee issued pursuant to this Agreement if Developer fails to extend or replace any such Improvement Guarantee at least forty-five (45) days prior to expiration of such Improvement Guarantee. Except to the extent the City draws on the Improvement Guarantee to correct deficiencies and complete improvements as provided herein, any portion of said Guarantee not utilized in correcting the deficiencies and/or completing the same shall be released or returned to Developer within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of the public improvements and construction thereof is reasonably determined by the City to be substantially greater than the amount of the Improvement Guarantee provided, then the City shall furnish written notice to Developer of the condition, and within thirty (30) days of receipt of such notice Developer shall provide the City with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Agreement. If such an Improvement Guarantee is not submitted or maintained for the Development as required herein, then Developer is in default of this Agreement, and the City may exercise its rights and remedies hereunder, in equity, and at law to secure performance.

1.13 Indemnification and Release of Liability. Developer agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the City and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided however that, Developer's obligations herein shall not apply to the extent said suit, action or claim results from the acts or omissions of officers, employees, agents or servants of the City. Developer acknowledges that the City's review and approval of plans for the Development is done in furtherance of the general public's

health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.14 Insurance OSHA. Developer shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.0 IMPROVEMENTS

2.1 Construction. Developer shall furnish and install, at its own expense, the improvements listed on the Schedule of Improvements attached as **Exhibit A**, in conformance with the Plan and all additional drawings, plans and specifications approved by the City prior to construction, and in accordance with the completion deadlines set forth in this Agreement. If Developer does not meet the above obligations then Developer shall be in default of the Agreement and the City may exercise its rights under this Agreement.

2.2 Sidewalks & Streets. All sidewalks, curb cuts, street improvements, and appurtenances thereto shall be constructed and installed by Developer pursuant to City approved plans and specifications and the Plan.

2.3 Landscaping. All landscaping, irrigation, and appurtenances thereto in the public right-of-way adjacent the Development property shall be constructed and installed by Developer pursuant to the City approved plans and specifications and the Plan. All landscape plans shall include construction plan details for irrigation system improvements. Developer shall obtain and pay all tap fees and other fees for any irrigation taps required for the Development.

2.4 Drainage Improvements and Owner Maintenance Obligations.

(a) Drainage improvements for the Development shall be constructed by Developer and, at the minimum, in accordance with plans and specifications approved by the City. No overlot grading shall be initiated by Developer until the City has granted written approval of drainage improvement plans. Developer shall provide temporary erosion control during overlot grading until drainage improvements are installed.

(b) All stormwater facilities for the Development shall be constructed by Developer according to plans and specifications approved by the City prior to the commencement of construction. All stormwater facilities owned by Developer will be operated and maintained by Developer and its successors in title, at no expense to the City. Such maintenance shall include but not be limited to, repair and replacement of detention pond structures, mowing, control of weeds, removal of trash and debris, and other activities necessary to keep the stormwater facilities in proper working order. The Developer shall execute a Stormwater Best Management Practices (BMP) agreement for

such facilities consistent with the requirements of the Louisville Municipal Code (Section 13.36.160) prior to Construction Acceptance.

(c) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Developer pursuant to subsections (a) and (b) above. If Developer fails to adequately maintain the improvements or facilities and, within fourteen (14) days after the date of written notice from City, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then City may do so at Developer's expense, and the City, its employees, agents and contractors shall have the right to enter, over, through and across the properties upon which such facilities are located for purposes of exercising the City's rights hereunder. Notwithstanding the foregoing, the City may, in the event of an emergency, as determined by the City in its sole discretion, clean, cure or correct any damage or condition caused by Developer's failure to adequately maintain the improvements or facilities. Developer shall reimburse the City for the cost of such maintenance. If Developer fails to reimburse the City for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the City describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien upon the property where the work occurred until paid in full, with priority over all other liens, except general tax liens, and which lien shall be certified to the County treasurer and collected in the same manner as other liens are collected. Developer further agrees that the City may also pursue any and all other remedies available at law or in equity.

2.7 Trash, Debris, Mud. Developer agrees that during construction of the Development and improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Developer agrees to abate said nuisance and/or to correct any damage or injury within five working days after notification by City. If Developer does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to Developer at Developer's expense. Developer also agrees to take any and all reasonable steps designed to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If Developer does not abate, or if an emergency exists, City may abate at Developer's expense.

2.8 Operation of Construction Equipment.

(a) Pursuant to Section 9.34.040 of the Louisville Municipal Code the operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on legal holidays and weekends, the hour of 8:00 a.m. The Planning Director may, upon written application from Developer, alter the hours of operation for good cause.

(b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request from Developer, the hours of operations may be altered by the Director of Public Works.

3.0 MISCELLANEOUS TERMS

3.1 Breach of Agreement. In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Developer by the City, unless the City in writing and in its sole discretion designates a longer cure period, then the City has the right to begin work on the improvements at the expense of the Developer, and further may draw upon the Improvement Guarantee to complete the necessary improvements or such other action is necessary to cure the default, at Developer's expense. Developer's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to the Developer will specify the conditions of default. If the City determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee, if available, and may complete the improvements at Developer's expense even if the Improvement Guarantee is not available; in such event, the City shall use its best efforts to notify Developer at the earliest practical date and time. The City may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be appropriate under city, state or federal law. Failure to timely complete construction of improvements which is due to inclement weather, unavailability of labor or materials, or force majeure shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer shall be the responsibility of the Developer.

3.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

3.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

3.4 Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by the Developer to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall provide to the City for approval written notice of any proposed assignment of any obligations under this Agreement to any successor, as

well as arrangements, if any, for delegation of the improvement obligations hereunder. Developer and any successor shall, until written City approval of the proposed assignment and delegation of obligations, be jointly and severally liable for the obligations of Developer under this Agreement; following such approval, Developer shall be released from such obligations from and after the date of such approval, but such approval shall not release any previously accrued liabilities unless expressly agreed by the City. The City may require as part of any such approval that the successor execute its consent to be bound by specified terms and conditions hereof and/or of applicable provisions of the Plan and other applicable documents.

3.5 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

3.6 Addresses for Notice. 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 Louisville
City Manager
749 Main Street
Louisville, CO 80027

DEVELOPER:

Dillon Companies, LLC
1014 Vine Street
Cincinnati, OH 45202

With a copy to:

Kelly, P.C.
City Attorney
749 Main Street
Louisville, CO 80027

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

3.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair, or replacement of improvements by a given or agreed-upon deadline, such deadline shall be reasonably extended if Developer cannot as a practical matter, complete such performance by such deadline due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.

3.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter.

3.8 Previous Agreements. All previous written and recorded agreements between the parties or their predecessors, including, but not limited to, any Annexation Agreement, Subdivision Agreement or Development Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

3.9 Title and Authority. Developer warrants to the City that it is the record owner of the Development property or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

3.10 Governing Law; Venue; Severability. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Any disputes regarding or arising out of this Agreement shall be brought in the courts of Boulder County, Colorado, and in no other court. In the event that any provision of the Agreement is held to be violative of the city, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY:

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Attest:

By: _____
Genny Kline, Interim City Clerk

DEVELOPER:

By: _____
Dillon Companies, LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing signature of _____, as _____, of
_____, was subscribed and sworn to before me this ____ day of
_____, 20__.

Witness my hand and official seal.

expires: _____

Notary Public
My _____ commission

EXHIBIT A

SCHEDULE OF IMPROVEMENTS

Galloway | 5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

Date: 4/15/2025
Project: King Soopers #142
Location: Louisville
Produced By: MTR
Checked By: JDP

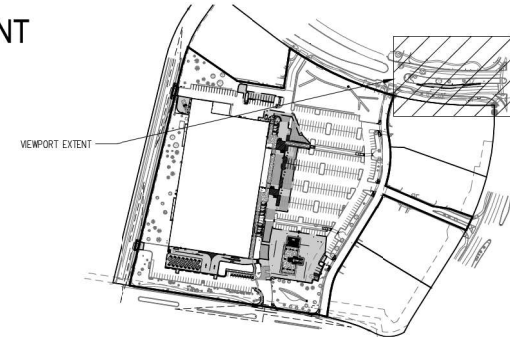
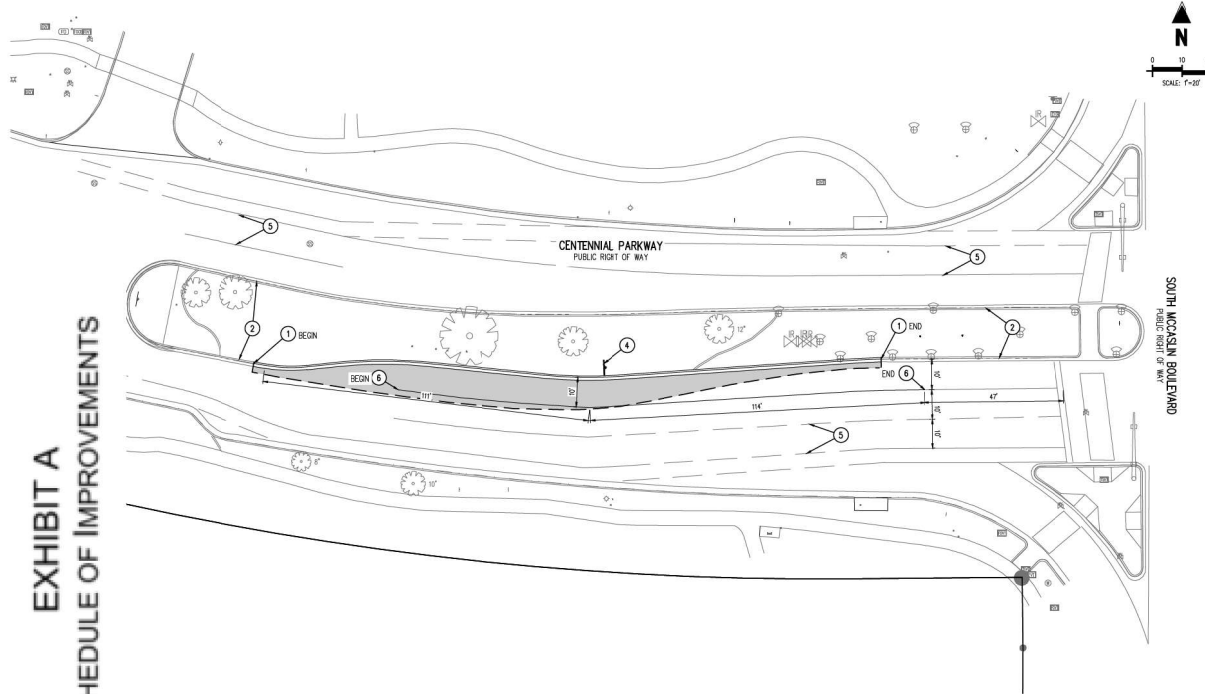
Key Assumptions:

1. This Opinion of Probable Cost is based upon a bid database compiled by Galloway . Galloway has no control over costs or the price of labor, equipment, materials, or the contractors methods of pricing. Galloway makes no warranty, expressed, or implied, as to the accuracy of such opinion compared to bid or actual costs.
2. This Opinion of Probable Cost reflects site improvements only, and not any estimates of structural / architectural items

Item Description	Unit Cost	Unit	Quantity	Cost	Line Item Assumptions
DEMOLITION					
Tree & Vegetated Areas					
1 Removal, Tree (8" or larger)	\$ 2,000.00	EA	3	\$ 6,000.00	
Paved Areas					
2 Removal, Asphalt Paving	\$ 20.00	SY	50	\$ 1,000.00	
3 Removal, Concrete Curb & Gutter	\$ 10.00	LF	215	\$ 2,150.00	
Misc					
4 Traffic Sign Removal	\$ 150.00	EA	1	\$ 150.00	
			SUBTOTAL	\$ 9,300.00	
EARTHWORK					
Earthwork					
5 Clear and Grub, Topsoil Strip/Export	\$ 30,000.00	Acre	0.05	\$ 1,500.00	
6 Cut and Export Material	\$ 13.50	CY	75	\$ 1,012.50	
7 Fine Grading (+/- 0.1') - C&G	\$ 3.50	LF	215	\$ 752.50	
8 Fine Grading (+/- 0.1') - HMA	\$ 3.00	SY	170	\$ 510.00	
			SUBTOTAL	\$ 3,775.00	
PAVING					
9 Sub-Grade Preparation	\$ 2.10	SY	170	\$ 357.00	
Asphalt (Section)					
10 Asphalt Paving (5" over 9" Aggregate Base)	\$ 60.00	SY	170	\$ 10,200.00	Assumed Section. Contractor to match Centennial Parkway Section.
Asphalt (Misc.)					
11 Sawcut edge of pavement	\$ 5.50	LF	215	\$ 1,182.50	
Curbs, Pans, Ramps, etc.					
12 Curb & Gutter - Median	\$ 45.00	LF	215	\$ 9,675.00	
			SUBTOTAL	\$ 21,414.50	
SIGNAGE & STRIPING					
Striping					
13 Roadway - stripe (paint)	\$ 300.00	LF	4	\$ 1,200.00	
Signs					
14 Street Sign	\$ 500.00	EA	1	\$ 500.00	
Misc.					
15 Irrigation/Landscape	\$ 4,000.00	LS	1	\$ 4,000.00	
			SUBTOTAL	\$ 5,700.00	
Sub-Total - Site Improvements					\$ 40,189.50
Contingency				15%	\$ 6,028.43
Contractor General Conditions				3.5%	\$ 1,406.63
Overhead & Profit				5%	\$ 2,009.48
TOTAL FUTURE IMPROVEMENTS					\$ 49,634.03

CENTENNIAL VALLEY PARCEL L PUD, 5TH AMENDMENT
PARCEL L, LOT 5, FILING NO.1,
CASE #: PUPD-00530-2024

EXHIBIT A
SCHEDULE OF IMPROVEMENTS



VICINITY MAP
SCALE 1"=200'

SITE PLAN SCHEDULE

- 1 PROPOSED CURB AND GUTTER (REF. DETAIL SHEET)
- 2 EXISTING CURB AND GUTTER TO REMAIN
- 3 PROPOSED PAVEMENT MARKING (REF. DETAIL SHEET)
- 4 PROPOSED R3-SL SIGN
- 5 EXISTING STIPING
- 6 PROPOSED STIPING

SITE LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED SAWTOOTH LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED HEAVY DUTY ASPHALT (REFERENCE SITE DETAILS FOR CROSS SECTION, CONTRACTOR TO MATCH THE EXISTING CONDITIONS OF CENTENNIAL PKWY)
- ADA PATH OF TRAVEL
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT POLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING TREE/BUSH TO REMAIN
- PARKING COUNT
- EXISTING PAD MOUNTED TRANSFORMER
- PROPOSED TRAFFIC RATED HANDHOLE
- EXISTING IRRIGATION VALVE TO REMAIN
- EXISTING IRRIGATION SPRINKLER TO REMAIN

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM. HAS THE SOUTHWEST CORNER OF LOT 5, CENTENNIAL VALLEY PARCEL L, FILING NO. 1, BEARS S55°10'00"E, MONUMENTED ON BOTH ENDS BY A #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "PLS 19003".

BENCHMARK

NGS BENCHMARK P-433, LOCATED 3.06 KM NORTHWEST OF THE INTERCHANGE OF US 30 AND INTERLOCKEN LOOP/STORME TECH DRIVE, IN COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY.

NAVD88 ELEVATION: 5508.96

LEGAL DESCRIPTION

LOT 5, CENTENNIAL VALLEY PARCEL L, FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NUMBER 186647, CITY OF LOUISVILLE, BOULDER COUNTY, COLORADO.

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION.

ONLY IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY EITHER THROUGH POULING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND VERIFY ALL HORIZONTAL CONTROL, DIME-SONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

Galloway
5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.776.0884
GallowayUSA.com

NOT FOR
CONSTRUCTION

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY AND MAY NOT BE DUPLICATED, REPRODUCED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND IMPROVEMENTS WILL BE ENFORCED AND PROTECTED.



KING COOPERS STORE #142
5TH PUD AMENDMENT

1171 W. DILLON ROAD
CITY OF LOUISVILLE, BOULDER COUNTY, COLORADO

#	Date	Issue / Description	By
1	1/12/2024	1ST SUBMITTAL	JDP
2	0/28/2025	2ND SUBMITTAL	JDP
3	04/11/2024	3RD SUBMITTAL	JDP

Project No: K30000094202
Drawn By: SE
Checked By: JDP
Date: MAY 7, 2025

OFFSITE IMPROVEMENTS

EXHIBIT A

EXHIBIT B

IRREVOCABLE LETTER OF CREDIT STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

City of Louisville
749 Main St
Louisville, CO 80027

Attn: City Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "1" accompanied by your written certificate substantially in the form of Exhibit "2".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the City written notice, and send copy of this notice by FAX to the City of Louisville (Attn: City Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the City, or send them to the City, at the City's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed

notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT 1 TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20__.

PAY TO: The account of the City of Louisville, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

CITY OF LOUISVILLE, COLORADO

By: _____
City Clerk

EXHIBIT 2 TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the City of Louisville, Colorado (the "City"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the City, that:

- (1) The undersigned is the City Clerk for the City.
- (2) The City is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20____.

CITY OF LOUISVILLE, COLORADO

By: _____
City Clerk