

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE REIMBURSEMENT INCENTIVE AGREEMENT BETWEEN THE NORTHGLENN URBAN RENEWAL AUTHORITY AND EVERGREEN MARKETPLACE, LLC FOR PROPERTY LOCATED AT 450-460 MALLEY DRIVE (NORTHGATE), NORTHGLENN, COLORADO

WHEREAS, on December 13, 2017 the Board authorized an Improvement Reimbursement Agreement with Evergreen Marketplace, LLC; and

WHEREAS, the Board desires to revise Section I(B)(4), to extend the deadline date to June 30, 2019 to accommodate for additional construction time for the redevelopment project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

Section 1. The First Amendment to the Incentive Agreement between the Northglenn Urban Renewal Authority and Evergreen Marketplace, LLC, attached as **Exhibit A**, is hereby approved and the Chair is authorized to execute same on behalf of the Authority.

DATED this _____ day of _____, 2018

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

**FIRST AMENDMENT TO
NORTHGLENN URBAN RENEWAL AUTHORITY
EVERGREEN MARKETPLACE, LLC
IMPROVEMENT REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO NORTHGLENN URBAN RENEWAL AUTHORITY EVERGREEN MARKETPLACE, LLC IMPROVEMENT REIMBURSEMENT AGREEMENT (the “Agreement”) is made and executed this ____ day of _____, 2018, (the “Effective Date”) by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority (“NURA”), and Evergreen Marketplace, LLC, a Colorado limited liability company (“Owner”) (individually a “Party” or collectively the “Parties”).

W I T N E S S E T H

WHEREAS, On December 13, 2017, NURA and Owner entered into an incentive agreement (the “Agreement”) with the intent of redeveloping a portion of the Malley Heights shopping center as described in the legal description in the Improvement Reimbursement Agreement; and

WHEREAS, the Parties desire to extend the date for completion of the Improvements (as that term is defined in the Agreement) from December 31, 2018 to June 30, 2019.

NOW, THEREFORE, in consideration of the performance of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section I(B)(4) of the Agreement is hereby revised to replace “December 31, 2018” with “June 30, 2019.”
2. All other terms and conditions in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

[Remainder of page intentionally left blank – Signatures on following page]

THE NORTHGLENN URBAN RENEWAL
AUTHORITY

Rosie Garner, Chair

ATTEST:

Debbie Tuttle, Executive Director

APPROVED AS TO FORM:

Jeff Parker, NURA Attorney

Evergreen Marketplace, LLC
a Colorado limited liability company

By: J&B Builders, a Colorado limited liability
company, its manager

By: _____
Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2018, by _____, as _____ of Evergreen
Marketplace, LLC a Colorado limited liability company.

My commission expires:

(S E A L)

Notary Public