

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is effective as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the Fort Collins Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“**FCURA**”) and _____, a _____ (the “**Neighborhood Revitalization Partner**” or “**NRP**”). FCURA and the Neighborhood Revitalization Partner are sometimes referred to collectively herein as the “**Parties**” and each individually as a “**Party**.”

WHEREAS, FCURA is a public body corporate and politic established by the City Council of the City of Fort Collins, Colorado (the “**City**”), and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of the Title 31, C.R.S. (the “**Urban Renewal Law**”); and

WHEREAS, the City Council of the City by Resolution No. 2004-152 approved and adopted on December 21, 2004, the “North College Urban Renewal Plan” as an urban renewal plan (the “**North College Plan**”) under the Urban Renewal Law for the area described therein (the “**North College Plan Area**”); and

WHEREAS, FCURA issued a request for qualifications numbered 10263 on December 8, 2025 (the “**RFQ**”) soliciting proposals from qualified service providers and professionals to provide specialized real estate and management services for the proposed redevelopment project located at 1636 N. College Avenue, which seeks to transform a long-vacant supermarket building into a vibrant, mixed-use, community-oriented neighborhood (the “**Project**”); and

WHEREAS, the Project is located within the North College Plan Area; and

WHEREAS, pursuant to the RFQ, FCURA invited qualified consultants to partner in the Project as a Neighborhood Revitalization Partner initially functioning as an extension of FCURA, performing services often assigned to owner’s representatives, general managers, and community managers, leading the creation of a governance framework, coordinating among public and private partners, and guiding the planning and implementation of a community-driven master redevelopment plan; and

WHEREAS, the NRP has responded to the RFQ, and FCURA has interviewed and selected to work with the NRP for purposes of accomplishing the Project; and

WHEREAS, the intent of the Parties in entering into this Agreement is to establish a specific period of time to negotiate regarding an agreement (the “**NRP Agreement**”), subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in such NRP Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals to this Agreement are true and correct and are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Negotiation of NRP Agreement.

2.1. Negotiation Period. The rights and duties of the Parties under this Agreement shall commence on the Effective Date and shall continue in effect for the period of one hundred and eighty (180) days immediately following the Effective Date (the “**Negotiation Period**”). This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, the Parties approve and execute a separate NRP Agreement, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such NRP Agreement.

2.2. Good Faith Negotiations. During the Negotiation Period, the Parties shall negotiate diligently and in good faith a mutually agreeable NRP Agreement for the Project. The Parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. The Parties shall exercise reasonable efforts to complete discussions relating to the terms and conditions of an NRP Agreement and such other matters, as may be mutually acceptable to the Parties, in their respective sole discretion. The exact terms and conditions of an NRP Agreement, if any, shall be determined during the course of these negotiations. The Negotiation Period may be extended only by a written amendment of this Agreement authorized and executed by the Parties.

2.3. Exclusivity as Consideration. During the Negotiation Period, FCURA and its staff shall not negotiate with any other party regarding the responsibilities described on Exhibit A for purposes of accomplishing the Project (the “**Responsibilities**”). The term “**negotiate**,” as used in this Agreement, means and refers to engaging in any communications or discussions with a party other than the NRP, regardless of how initiated, with respect to the Responsibilities, to be accomplished by such person (or an affiliate or client of such person), without the NRP’s prior written consent, provided that FCURA may receive and retain unsolicited offers regarding such Responsibilities, but shall not negotiate with the proponent of any such offer during the Negotiation Period. Similarly, during the Negotiation Period, the NRP shall not negotiate with any other party to undertake development or responsibilities that would prevent the NRP from having the capacity or ability to enter into and fulfill the Responsibilities and the terms of the NRP Agreement.

3. Other Provisions. All provisions of the NRP Agreement shall be subject to the final negotiation and agreement of the Parties in their respective discretion. If a final, definitive NRP Agreement is not executed by the Parties on or before the expiration of the Negotiation Period, this Agreement shall automatically terminate and be of no further force or effect.

4. Indemnification. The NRP shall indemnify and hold harmless FCURA and any of its officials, officers, employees or agents from and against any loss, damage or claims of any loss or damage (including reasonable legal fees) resulting from any action, representation, commitment, or activity of the NRP under this Agreement, except to the extent any such loss or damage is caused or contributed to by the gross negligence or willful misconduct of FCURA or its officials, officers, or employees.

5. No Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other which may be withheld in the Party's sole discretion.

6. Covenant Against Contingent Fees. Neither FCURA nor the NRP shall be liable for any real estate commissions or brokerage fees that may arise as a consequence of any transaction involving this Agreement, the Project or any part thereof. The Parties represent that neither has engaged a broker, agent or finder in connection with this Agreement.

7. FCURA not a Partner. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, FCURA shall not be deemed to be a partner or joint venturer of the NRP, and FCURA shall not be responsible for any debt or financing incurred by the NRP with respect to its obligations under this Agreement or the negotiated NRP Agreement, or for any amounts owing or payable by the NRP to any operator or manager or sub-consultant retained by the NRP.

8. Representations and Warranties.

8.1. NRP's Representations and Warranties. The NRP represents, warrants and covenants, as of the Effective Date as follows:

8.1.1. Valid Existence; Good Standing. The NRP is a limited liability company duly organized and validly existing under the laws of the state of _____. The NRP has all requisite power and authority to own its property and conduct its business as presently conducted.

8.1.2. Authority. The NRP has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and covenants of this Agreement.

8.1.3. No Limitation on Ability to Perform. Neither the certificate of formation nor any other agreement, document or law in any way prohibits, limits or otherwise affects the right or power of the NRP to enter into and perform all of the terms and covenants of this Agreement. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery and performance by the NRP of this Agreement or any of the terms and covenants contained in this Agreement. To the NRP's actual knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting the NRP before any court, governmental agency, or arbitrator, which might affect the enforceability of this Agreement, or the ability of the NRP to perform the transactions contemplated by this Agreement.

8.1.4. Valid Execution. The execution and delivery of this Agreement by the NRP has been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of the NRP, enforceable in accordance with its terms, subject to usual qualifications related to the effects of laws relating to bankruptcy, insolvency and the limitations imposed by equitable considerations.

8.1.5. Defaults. The execution, delivery, and performance of this Agreement do not and will not violate or result in a violation of, contravene, or conflict with, or constitute a default under (i) any agreement, document, or instrument to which the NRP may be bound or affected, (ii) any law, statute, ordinance, regulation, or (iii) the certificate of formation of the NRP.

8.1.6. Financial Ability. The NRP has the financial and legal ability, power, and authority to act as the NRP with respect to the Project.

As used herein, “to the NRP’s actual knowledge” or words to that effect mean the actual knowledge (and not imputed or constructive knowledge) of _____, any such representations by the NRP subject to its actual knowledge, without any requirement of inquiry or investigation on its part. Such reference to _____ shall not result in any personal liability on his or her part for any such representation or warranty.

8.2. FCURA’s Representations and Warranties. FCURA represents, warrants and covenants as follows:

8.2.1. Authority. FCURA has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and covenants of this Agreement.

8.2.2. Valid Execution. The execution and delivery of this Agreement by FCURA have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of FCURA.

9. Default.

9.1. If the NRP fails to substantially observe or perform any covenant, obligation or agreement required under this Agreement, and such failure continues for more than ten (10) business days after written notice from FCURA to the NRP, specifying such failure and the required corrective actions to be taken by the NRP, FCURA shall have the unqualified right to terminate this Agreement. FCURA shall be responsible for bearing all of its own costs and expenses related to this Agreement and the NRP Agreement.

9.2. If FCURA fails to substantially observe or perform any covenant, obligation or agreement required under this Agreement, and such failure continues for more than ten (10) business days after written notice from the NRP to FCURA, specifying such failure and the required corrective actions to be taken by FCURA, the NRP shall have the unqualified right to seek damages, specific performance, or any other right or remedy at law or in equity. The NRP shall be responsible for bearing all of its own costs and expenses related to this Agreement and the NRP Agreement.

9.3. Notwithstanding anything to the contrary in this Section 10, in no event shall either Party hereto be liable under this Agreement, or in the event of any default or breach by such Party under this Agreement, for specific performance, or actual, exemplary, punitive, special, indirect or consequential damages.

10. Nonliability of FCURA Officials and/or Employees or Agents; Nonliability of Employees or Agents of the NRP. No council member, board member, commissioner, employee, agent, consultant, underwriter, bond counsel or attorney of FCURA shall be personally liable to the NRP under this Agreement or in the event of any default or breach by the NRP or FCURA under this Agreement. No shareholder, partner, member, employee, agent, consultant or attorney of the NRP shall be personally liable to FCURA under this Agreement or in the event of any default or breach by the NRP under this Agreement.

11. Miscellaneous.

11.1. Conflicts of Interest. None of the following shall have any personal interest, direct or indirect, in this Agreement: a member of the governing body of FCURA or an employee of FCURA who exercises responsibility concerning the North College Plan. Nor shall any of the above persons or entities make any decisions relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11.2. Waivers. No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against a Party, unless made in writing and executed by the Parties.

11.3. Notice. All notices required under this Agreement shall be presented (a) in person, (b) by a reputable same-day or overnight delivery service, or (c) by electronic mail, or electronic transmission of a PDF document, provided it is followed by delivery of a hard copy through one of the methods outlined in (a)-(b) above. Notice shall be effective upon delivery (or refusal to accept delivery) thereof. Either Party may change its address for receipt of notices by notifying the other Parties in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

TO NRP:

with copy (which shall not constitute notice) to:

TO FCURA:

Fort Collins Urban Renewal Authority
c/o City of Fort Collins
281 North College Avenue
Fort Collins CO 80522
Attn: Andy Smith, Redevelopment Manager
Email: asmith@fcgov.com

with copy (which shall not constitute notice) to:

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attn: Caitlin Quander and Angela Hygh
E-mail: cquander@bhfs.com and ahygh@bhfs.com

11.4. Construction. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party. If the date on which a Party is required to take any action pursuant to the terms of this Agreement is not a business day of the FCURA, the action shall be taken on the next succeeding business day of the FCURA.

11.5. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by each of the Parties.

11.6. Entire Agreement. This Agreement and the exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

11.7. Exhibits. All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

11.8. Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

11.9. No Third Party Beneficiary. The provisions of this Agreement do not and are not intended to benefit any third parties.

11.10. Governmental Immunity. FCURA, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101, et seq., as amended, or otherwise available to the FCURA and its officers and employees.

11.11. Enforcement Fees. If any legal action is brought to enforce, construe, interpret or invalidate the terms of this Agreement, the prevailing party shall be entitled to all costs and expenses incurred in any such action, including court costs and reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

11.12. Time is of the Essence. Time is of the essence of this Agreement. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Colorado. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed also shall be included provided that if such last day is not a Business Day, then the last date for performance thereof shall be extended to the next Business Day.

11.13. Applicable Law and Venue. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, and exclusive venue shall be in the county, state and/or federal courts in Larimer County, Colorado, having subject matter jurisdiction.

11.14. Enforced Delay. No Party shall be deemed in default of its obligations under this Agreement where a delay or default is due to an act of God, natural disaster, accident, breakage or failure of equipment, enactment of conflicting federal or state laws or regulations, third-party litigation, administrative action, including strikes, lockouts or other labor disturbances or disputes of any character, disruption to local, national or international transport services, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disobedience, riot, act of terrorism, or by any other severe and unforeseeable occurrence that is beyond the control of that Party (collectively, "**Enforced Delay**"). Performance by a Party of its obligations shall be excused during, and extended for a period of time equal to, the period (on a day-for-day basis) for which the cause of such Enforced Delay is in effect.

11.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by email of a PDF document shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement between the Parties after signed counterparts have been exchanged among the Parties. This Agreement may be executed via electronic means (i.e., DocuSign or other electronic means) and such electronic signatures shall have the same force and effect as original signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Exclusive Negotiation Agreement, effective as of the Effective Date.

FCURA:

Fort Collins Urban Renewal Authority

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

DRAFT

NRP:

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A

Responsibilities

***The following examples are representative, not conclusive, and subject to further discussion and negotiation between FCURA and the selected NRP.**

Governance Development

- Establish an effective governance framework to oversee the multi-property redevelopment initiative.
- Develop collaborative structures that integrate Authority leadership, community representation, and development partners.
- Ensure long-term affordability covenants (housing, commercial, community spaces) are embedded and enforceable.

Master Planning

- Develop a comprehensive, community-informed master plan for the site and surrounding properties.
- Ensure alignment with Authority goals for mixed-use, transit-oriented, pedestrian-friendly development and community benefit outcomes.
- Ensure long-term affordability covenants (housing, commercial, community spaces) are embedded and enforceable.

Community Voice & Engagement

- Partner to ensure a strategy is in place to channel resident, small business, and neighborhood input.
- Translate technical development information into accessible formats for the community.
- Act as liaison between neighborhood stakeholders and development teams.

Development Advisory & Deal Structuring

- Provide technical expertise during procurement, RFQ, and developer negotiations.
- Vet and recommend development partners (market and nonprofit) consistent with community benefit requirements.
- Assist in structuring joint ventures, financing stacks, and public-private agreements.
- Guide financial decisions for the development to maximize community interests within the governance structure.

Construction Support, Ongoing Management, and Monitoring

- Oversee construction, long-term asset management, and implementation of community benefit commitments.
- Ensure ongoing stewardship of affordability, equity, and community-serving uses.

Additional Responsibilities

- Advise on monetary decisions made to maximize community interests within the governance framework.
- Provide guidance on policy, equity, and anti-displacement measures as the project evolves.
- Provide independent review and public reporting on project compliance with adopted plans, agreements, and commitments.
- Guide on when and how to shift this partnership to a performance-based compensation approach rather than an on-going fee for service approach.
- Consider leasing some or all the FCURA owned property if warranted by project direction, shared goals, and financial interest.

DRAFT