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DEVELOPMENT AGREEMENT

THE LAUNCH, 879 RAPTOR RD.

BY AND BETWEEN

CITY OF FRUITA, COLORADO

AND

2 FORKS VENTURES, INC

Dated [_____ __, 2024]

Table of Contents

DEVELOPMENT AGREEMENT

(The Launch Project)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into to be effective as of [_____ __, 2024] (the "Effective Date"), by and between the CITY OF FRUITA, COLORADO (the "City"), and 2 FORKS VENTURES, INC (the "Developer"). The City and the Developer will be collectively referred to hereafter as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the City is a home rule municipality and political subdivision of the State of Colorado (the "State") organized and existing under its home rule charter (the "Charter") pursuant to Article XX of the Constitution of the State; and

WHEREAS, the City is the owner of certain real property located within the boundaries of the City as described in **Exhibit A** hereto (the "Property"); and

WHEREAS, the City and the Developer desire to work together to develop the Property for public and private use, including a mixed use development and public amenities that create valuable river access (the "Project"); and

WHEREAS, the City and the Developer have heretofore entered into a Memorandum of Understanding (the "MOU"), setting forth the Parties' desire to pursue a public-private partnership for the development of the Project; and

WHEREAS, the preliminary work completed by the Parties, as contemplated by the MOU, has shown that development of the Property meets the shared vison and goals of the City and the Developer, and is financially viable; and

WHEREAS, now the Developer and the City desire to enter into this Development Agreement to set forth their agreement regarding the terms and conditions upon which the City and the Developer will undertake to finance and construct certain improvements on the Property, the conditions upon which the City will transfer title to portions of the Property to the Developer, the conditions upon which portions of the Property will be sold and how revenue will be allocated, and other terms in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. **PAST CONTRIBUTIONS**. The City and the Developer agree to contribute and to make available to the other Party for use in connection with the development of the Project all of their work and services to the Effective Date done or provided in connection with the Project, including, but not limited to, sharing appraisal documents, preliminary design drawings, reports and presentations prepared by outside consultants, preliminary or draft entitlement documents, etc. (collectively "Past Contributions").

II. **LAND CONTRIBUTION BY THE CITY; PROMISSORY NOTE**.

(a) Transfer of the Development Portion. Subject to the terms and conditions set forth below, the City agrees to contribute the Property to serve as the site of the Project. Within 45 days after execution of this Agreement, the City and Developer will enter into a real estate contract that transfers title to the portion of the Property designated as the Private Development Parcel on the Site Plan attached as **Exhibit C-2** to the Developer (the "Development Portion"). The transfer will be via special warranty deed subject to statutory exceptions, together with a title insurance policy with owner's extended coverage from a title company of the City's choice. The cost of the title insurance policy with owner's extended coverage will be paid for by the Developer. The closing date for the transfer of the Development Portion shall be 180 days from the execution of the real estate contract ("Closing").

(b) Plat Approval. The City shall obtain all plat approvals necessary for the legal conveyance of the Development Portion from the City to the Developer at Closing (the "Plat Approval"). The City shall prepare all documents, surveys and/or site plans ("Plat") necessary to obtain Plat Approval. The Plat shall dedicate and convey all real estate, easements and rights-of-way to the applicable governmental authority or utility as shall be necessary or required. The Plat shall be recorded on or before Closing. The Parties agree and acknowledge that it is the intention of the Parties that the Plat will designate the Development Portion in substantially the same manner as set forth on **Exhibit C-1** and **C-2**, unless otherwise agreed in writing by the Parties.

(a) **Value of the Property and Promissory Note**

(i) Value of the Property. The Parties agree that the value of the Property, as valued at the time of the MOU, was approximately $1,139,560 for the entire 41.48 acres (or $27,473 per/acre) which was determined by an appraisal in 2023 for 16.38 acres purchased at $450,000. The Parties agree that the City is contributing the portions of the Property that will be used as the site for the Offsite Improvements (as defined below) and the Phase 1 Onsite Public Improvements (as defined below, and together with the Offsite Improvements, the "Phase 1 Public Improvements") for use as part of the Project, but that such portions of the Property will continue to be owned by the City, will not be sold as Lots, will not be subject to Revenue Sharing as set forth in Section XII(b)(iii) hereof, but will be made available for general public use.

(ii) The Development Portion will be sold as Lots and will be subject to Revenue Sharing as set forth in Section XII(b)(iii) hereof.

(iii) The Parties agree that upon execution of this Agreement, the Developer will deliver a separate promissory note to the City in the principal amount of $1,139,560 (the "Note"), which reflects the value of Property contributed by the City. The Note will not bear any interest unless and until construction of Phase 1 commences in accordance with Section VI(c)(i), and then will bear interest at a rate equal to the change in the CPI over the most recent twelve-month period for which such data has been published, expressed as a percentage (the "Interest Rate"). The Interest Rate shall be reset annually on December 1 based on the change in the CPI over the most recent twelve-month period for which such data has been published, expressed as a percentage. For purposes of this Section "CPI" means the Consumer Price Index for the Denver-Boulder statistical region as prepared by the U.S. Bureau of Labor Statistics.

(iv) The Parties agree that the principal amount of the Note will be reduced by Actual Costs (as defined below) incurred by the Developer and verified by the City. "Actual Costs" include the expenses or services to benefit the Project rendered or paid for during the due diligence process (including Developer's Past Contributions and the cost of the title insurance policy) or in obtaining Entitlements (defined below); the costs of contracting for and funding the design of the Offsite Improvements (defined below); and the design of the Onsite Phase 1 Public Improvements (as defined below) through 100% Construction Documents (defined below).

(v) In order to have the principal amount of the Note reduced by the amount of Developer's Actual Costs, the Developer shall submit documentation to the City (i) identifying the services obtained or rendered and (ii) evidencing the costs incurred and amounts actually paid by the Developer (each a "Receipt"). The Developer shall provide the City with all associated backup documentation for a Receipt that may be requested by the City. In the event that the City disputes whether any amounts paid pursuant to a Receipt, or portions thereof, constitute Actual Costs ("Disputed Costs"), the City shall provide the Developer with notice of the Disputed Costs and specific the reasons why the costs are being disputed (each a "Dispute Notice").

(vi) If the City does not provide the Developer with a Dispute Notice within 30 calendar days of Developer's submission of a Receipt, then the amounts set forth in such Receipt shall be deemed to constitute Actual Costs. If the City does provide the Developer with a Dispute Notice within 30 calendar days of Developer's submission of a Receipt, then the Parties shall cooperate in good faith to resolve the dispute concerning the Disputed Costs. If the parties have not resolved a dispute pertaining to Disputed Costs within 60 calendar days of receipt by the Developer of a Dispute Notice then, at the written request of a Party, the Parties shall refer the dispute to an independent firm experienced in evaluating construction and land use costs or construction litigation mutually acceptable to the Parties, and the determination of such firm shall be final, binding and conclusive on the Parties. In the event the Parties cannot mutually agree on an independent firm, they will arbitrate the dispute in accordance with Section XIV(b) below.

(vii) The principal amount of the Note that remains outstanding as of the date that construction of Phase 1 commences in accordance with Section VI(c)(i) shall begin to accrue interest as set forth in Section II(b)(iii) above and the outstanding principal amount, plus any accrued interest, shall be payable by the Developer in cash or through an adjustment to the Revenue Sharing in accordance with Section XII(b)(iii).

(b) **Entitlement and Zoning Process**

(i) Entitlements. The Developer agrees to be responsible for obtaining all entitlements, permits and other governmental, quasi-governmental or regulatory approvals necessary for the development of the Project (collectively, the "Entitlements"), including subdivision of the Development Portion into Lots that can be sold in accordance with Section XII hereof. The City agrees to commit the necessary staff resources to participate as a co-applicant with the Developer for obtaining all Entitlements. The City agrees to reasonably cooperate with the Developer with respect to obtaining the Entitlements as a co-applicant, including providing and executing any documents that are required in the application and submittals for the Entitlements, except that the City shall not be required to bear any costs required for the Entitlements, other than any costs for the City's attorneys and consultants. The Parties agree to

proceed expeditiously through the process to obtain the necessary Entitlements; provided that the City is not required to modify, accelerate or bypass any requirements or procedures that would usually be required for a development of a similar nature and of a similar size and scope. Notwithstanding anything to the contrary contained herein, the Parties acknowledge that the approval of any Entitlements is within the discretion of the approving board, including the City Council of the City (the "City Council"), and that the City is not representing or agreeing that any approvals will in fact be given. Any Phase 1 Public Improvements that qualify under any applicable City land use code provision relating to the dedication of open space or public spaces shall count towards such requirements, regardless of whether such improvements are constructed or such property is contributed by the City or the Developer.

(ii) Floodplain. The City will cooperate with the Developer in good faith to obtain necessary floodplain and ACE permitting and in pursuing good-faith efforts to expand the developable area as depicted on the attached **Exhibit B-1**, including serving as the applicant or permit holder if deemed to be desirable by the Parties.

(iii) PUD. The Parties agree that they will seek a Planned Unit Development (the "PUD") zoning classification for the Property in order to encourage flexibility and innovation in the development of the Project. The Parties acknowledge that other entitlements may be sought simultaneously with the PUD processes as allowed in the City of Fruita City Code (the "City Code").

(iv) Vested Rights. The Parties acknowledge and agree that nothing contained in this Agreement creates or modifies any vested rights that a Party possesses, nor does it prevent a Party from seeking new vested rights or extensions of existing vested rights as part of the Entitlements process.

III. **PROJECT PHASING AND IMPROVEMENTS**. The Project is made up of two main components, Phase 1 and Phase 2, as defined and described below, but also includes future phases of development on the Property:

(a) **Phase 1**. Phase 1 of the Project includes the construction of the Offsite Improvements, the Phase 1 Onsite Public Improvements and the Phase 1 Onsite Private Improvements (collectively, "Phase 1"), as further described on **Exhibits B-1, B-2 and B-3**, and as may be updated or revised by mutual agreement of the Parties.

(b) **Phase 2**. Phase 2 of the Project includes the construction of the Phase 2 Onsite Public Improvements and the Phase 2 Onsite Private Improvements (collectively, "Phase 2"), as further described on **Exhibit D** and depicted on **Exhibit D-1**, and as may be updated or revised by mutual agreement of the Parties.

IV. **PHASE 1- CITY PHASE 1 SCOPE OF WORK**. The City scope of work for Phase 1 (the "City Phase 1 Scope") includes constructing the Offsite Improvements and the Phase 1 Onsite Public Improvements.

(a) **Offsite Improvements**. The initial preliminary costs for the Offsite Improvements are estimated to be up to approximately $1,600,000 although final cost estimates will be

determined as the Offsite Improvements are designed and bid. The "Offsite Improvements" consist of:

(1) Relocation of the existing sewer pump station on the Property.

(2) Extending Raptor Road along the south end of the Property (see **Exhibit B-2**).

(3) Utility extensions to the Property, including both the Phase 1 and Phase 2 portions of the Property, with infrastructure adequate to serve the reasonable needs for the Project as currently contemplated (see **Exhibit B-2**).

(4) Little Salt Wash Trail extension along Raptor Road (see **Exhibit B-2**).

(b) Funding of Design through Construction Documents; Selection of Consultants. The Developer agrees to contract for and fund design of the Offsite Improvements through 100% Construction Documents (as defined below). The City will collaborate with the Developer to identify a set of 100% Construction Documents from a recent City led infrastructure project that shall become the standard of care for the 100% Construction Documents. All drawings and documentation produced for the City shall meet or exceed that standard and remain subject to the City's review and signoff. The City will collaborate with the Developer to create a list of the name or names of the City's preferred consultants for the design of the Offsite Improvements, and the Developer will select and contract with one of the City's identified preferred consultants for the design of the Offsite Improvements, provided the Developer retains final decision-making authority in selection of the consultant team. The City retains the right to provide review comments and objections on any construction or bid documents associated with the project.

(i) Definition of Construction Documents. "Construction Documents" means documents that both the City and the Developer agree are ready for the construction of any aspect of the Project, including the plans, specifications, approved change orders, revisions, addenda and other information approved by the City, which set forth in detail City approvals related to the construction of the Project. Each Party reserves the right to review and comment on the Construction Documents until they meet mutual agreement on the readiness for the documents for construction. Each Party reserves the right to require the Construction Documents to meet reasonable standards of detail and completeness that are commonly accepted by industry standards in the regional area. If the Parties are unable to reach agreement as to the readiness of the documents to proceed to construction, they will each retain separate engineering firms to address the discrepancies. If agreement cannot be met 60 days after retaining separate engineering firms, the dispute shall proceed to arbitration for dispute resolution in accordance with Section XIV(b) below.

(ii) Funding of Construction.

(1) The City is responsible for paying the costs of constructing the Offsite Improvements, subject to specific annual appropriation therefor by the City Council. The City Manager or other officer of the City at any time charged with the responsibility of formulating

budget proposals for the City is hereby directed to include items for all payments required for the construction of the Offsite Improvements in the ensuing fiscal year, if any, in the annual budget proposals submitted to the City Council. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an appropriation for the Offsite Improvements will be made solely by the City Council in its absolute discretion and not by any other official of the City. The City anticipates that it will use a combination of cash on hand and grants to pay the costs of the Offsite Improvements, provided, however, that the City may choose to obtain financing for the Offsite Improvements and may use any financing mechanism available to it under the Charter and the laws of the State. The Parties agree that the City may use the Developer's contribution of open space, including any contributions made in accordance with Section II(c)(i) above, or the value thereof, as a match for any available grant funding for the Offsite Improvements.

(2) Nothing contained in this Agreement will prevent the City from seeking to recapture costs related to the construction of the Offsite Improvements from other properties through the imposition of fees and third-party reimbursement obligations that are imposed in accordance with the City Code and applicable State statutes.

(iii) Ownership and Maintenance. Upon completion, all Offsite Improvements will be owned by the City or another governmental entity. The City or the governmental entity that owns a portion of the Offsite Improvements will be responsible for maintaining such portion of the Offsite Improvements in accordance with standard requirements, policies and practices of such entity; provided that nothing herein shall be construed to prevent or limit the City's ability to require any future metropolitan district or other quasi-municipal governmental entity with boundaries overlapping a portion of the Property to contribute annually to the cost of maintaining the Offsite Improvements that provide a benefit to the taxpayers of such entity.

(c) **Phase 1 Onsite Public Improvements**. The initial preliminary costs for the Phase 1 Onsite Public Improvements are estimated to be up to approximately $3,400,000 although final cost estimates will be determined as the Phase 1 Onsite Public Improvements are designed and bid. The "Phase 1 Onsite Public Improvements" consists of:

(1) Burying the GVDD wastewater ditch on the Property.

(2) Extending Raptor Road onto the Property as shown on **Exhibit B-3**.

(3) Utility extensions onto the Property as shown on **Exhibit B-3**.

(4) Construction of a boat ramp accessing the Colorado River as shown on **Exhibit B-3**.

(5) Development of the public park as generally shown on **Exhibit B-3**.

(6) Securing, screening, managing, and sorting fill material on the Property.

(7) Placement of fill material as part of the infrastructure work, including placement of the fill material in the lagoons as intrinsic to or necessary for completion of the Offsite Improvements and Phase 1 Onsite Public Improvements per the Fill Material Plan (defined below), subject to Developer's obligation to do the final fill of the lagoons as provided under subsection IV(b)(2), below.

(8) Offsite/on-street parking for Phase 1 public amenities.

(9) Onsite parking for public amenities.

(ii) Funding of Design through Construction Documents; Selection of Consultants. The Developer agrees to independently contract for and fund design of the Phase 1 Onsite Public Improvements through 100% Construction Documents. The City will collaborate with the Developer to identify a set of 100% Construction Documents from a recent City led infrastructure project that shall become the standard of care for the 100% Construction Documents. All drawings and documentation produced for the City shall meet or exceed that standard and remain subject to the City's review and signoff. The City will collaborate with the Developer to create a list of the name or names of the City's preferred consultants for the design of the Phase 1 Onsite Public Improvements, and the Developer will select and contract with one of the City's identified preferred consultants for the design of the Phase 1 Onsite Public Improvements, provided the Developer retains final decision-making authority in selection of the consultant team. The City retains the right to provide review comments and objections on any construction or bid documents associated with the Project.

(iii) Funding of Construction. The City is responsible for paying the costs of constructing the Phase 1 Onsite Public Improvements, subject to specific annual appropriation therefore by the City Council. The City Manager or other officer of the City at any time charged with the responsibility of formulating budget proposals for the City is hereby directed to include items for all payments required for the construction of the Phase 1 Onsite Public Improvements in the ensuing fiscal year, if any, in the annual budget proposals submitted to the City Council. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an appropriation for the Phase 1 Onsite Public Improvements will be made solely by the City Council in its absolute discretion and not by any other official of the City. The City anticipates that it will use a combination of cash on hand and grants to pay the costs of the Phase 1 Onsite Public Improvements, provided, however, that the City may choose to obtain financing for the Phase 1 Onsite Public Improvements and may use any financing mechanism available to it under the Charter and the laws of the State.

(iv) Utility Extensions. The City is responsible for paying the costs of installing the utility infrastructure needed to serve all improvements contemplated in connection with the Project as part of the Phase 1 Onsite Public Improvements, subject to specific annual appropriation therefore by the City Council. To the extent the utility-infrastructure requirements for the Project as a whole (the "Project Utility Needs") are greater than the utility-infrastructure required to serve Phase 1 (the "Public Improvements Baseline"), the Developer is responsible for reimbursing the City for the costs of the Project Utility Needs in excess of the costs of the Public Improvements Baseline. The costs of the "Public Improvements Baseline" will be determined by the Parties based on estimates obtained from the same design and construction professionals that perform the work

to design and construct the Offsite Improvements to serve the Project Utility Needs. The Developer may assign its reimbursement obligation for the costs of the Project Utility Needs in excess of the costs of the Public Improvements Baseline to a metropolitan district or other quasi-municipal governmental entity that is formed to finance improvements and serve the Property, provided that such entity has the necessary electoral authorization and assumes such obligation as a multiple fiscal year financial obligation, and provided that such an assignment will not affect Developer's ability to receive payment credit towards the balance of the Note for reimbursements paid by the assignee.

(v) Fill Material and Fill Obligations. The Parties acknowledge and agree that the development of the Project will require the generation and use of a substantial amount of fill material. In order to generate and obtain the necessary fill material, the Parties agree as follows:

(1) The City agrees that all fill material generated by the public park development on the Property will be used to facilitate the development of the Property and the Parties agree to use such fill material in the following order of priority:

FIRST: to backfill the GVDD wastewater ditch with structural fill.

SECOND: to provide Phase 1 fill needs for floodplain adjustments with structural fill.

THIRD: to create a berm along I-70 using non-structural fill.

FOURTH: to fill the lagoons with structural fill.

(2) The City agrees to use the Property as a fill site for City projects and other sites that generate fill export, until the I-70 berm is completed and the lagoons are filled. The fill is to be screened and selected by the City with input from Developer based on quality for export. The City will sort and manage the fill. The Developer is responsible for the final placement of the fill in the lagoons, except the portions of the fill that are intrinsic to or necessary for completion of the Offsite Improvements and Phase 1 Onsite Public Improvements per the Fill Material Plan (defined below), which remains the City's responsibility.

(3) Prior to the commencement of construction on the Phase 1 Onsite Public Improvements, the Parties agree to cooperate in good faith to establish a fill material plan (the "Fill Material Plan") that sets forth, among other things, what type of fill material will be needed for the Phase 1 Improvements and which portions of the lagoons will be filled first in order to enable the City to construct the Phase 1 Onsite Public Improvements. The Fill Material Plan will provide that the City will deliver to the Project for use at the Project all excess fill material generated by any construction or excavation project the City undertakes while the Project is under development, and will store or deploy it on the Project site in locations in Developer's reasonable discretion subject to the priorities stated above. "Excess" fill as used in this provision means fill that is not reutilized on the site from which it was generated, and instead is removed offsite for use elsewhere.

(vi) Ownership and Maintenance. Upon completion, all Phase 1 Onsite Public Improvements will be owned by the City or another governmental entity. The City or the governmental entity that owns a portion of the Phase 1 Onsite Public Improvements will be responsible for maintaining such portion of the Phase 1 Onsite Public Improvements in accordance with standard requirements, policies and practices of such entity; provided that nothing herein shall be construed to prevent or limit the City's ability to require any future metropolitan district or other quasi-municipal governmental entity with boundaries overlapping a portion of the Property to contribute annually to the cost of maintaining the Phase 1 Onsite Public Improvements that provide a benefit to the taxpayers of such entity.

V. **PHASE 1 – DEVELOPER PHASE 1 SCOPE OF WORK**. The Developer scope of work for Phase 1 (the "Developer Phase 1 Scope") includes constructing the Phase 1 Onsite Private Improvements.

(a) Phase 1 Onsite Private Improvements. The initial preliminary costs for the Phase 1 Onsite Private Improvements are estimated to be up to approximately $[_____] although final cost estimates will be determined as the Phase 1 Onsite Private Improvements are designed and bid. The "Phase 1 Onsite Private Improvements" consist of:

(1) Construction of private improvements that contribute to the City's overall tax base.

(2) Onsite parking for the parcels that are the sites of the private improvements. The Parties agree to collaborate in good faith to determine how much parking will be required and how the parking requirements will be satisfied, which may include shared parking, on-street parking, etc. Onsite parking requirements will be set forth in future City approvals.

(b) Funding of Design through Construction Documents. The Developer agrees to independently contract for and fund design of the Phase 1 Onsite Private Site and Vertical Improvements.

(c) Funding of Construction. The Developer is responsible for paying the costs of constructing the Phase 1 Onsite Private Site and Vertical Improvements.

(d) Ownership and Maintenance. The Phase 1 Onsite Improvements will be owned and maintained by the Developer or the third-party purchasers in accordance with the terms of the PUD, standard City requirements, policies and practices. The Developer will dedicate all necessary rights-of-way owned by the Developer that serve the Phase 1 Onsite Private Improvements by plat to the City upon completion of construction and acceptance by the City.

VI. **PHASE 1 – DESIGN, BIDDING AND CONSTRUCTION**.

(a) **Design and Pre-Construction Phase**.

(i) Design Funding Obligation and Schematic Design Approval. As detailed above, the Developer is responsible for funding through full design development and 100% Construction Documents for the City Phase 1 Scope and for the Developer Phase 1 Scope. Both

the City and the Developer, each in their commercially reasonable discretion, must approve the completed schematic design of the City Phase 1 Scope and the completed schematic design of the Developer Phase 1 Scope (the "Approved Schematic Designs"). Design development documents and construction documents shall be based upon and consistent with the Approved Schematic Designs unless material changes are approved by the prior mutual written agreement of the City and the Developer. City representatives shall be invited to attend all design-related conversations and meetings between Project consultants, the Developer and other parties, and shall be copied on design correspondence concerning modifications to in-progress schematic design and Approved Schematic Designs for the City Phase 1 Scope. The Developer shall facilitate equal and direct participation and design direction from the City and such direction shall be given equal consideration in design decisions or modifications for the Offsite Improvements and Phase 1 Onsite Public Improvements.

(ii) Cost Estimates. After completion of Approved Schematic Designs, the City and the Developer will collaborate to obtain construction estimates for their respective scopes. The City and the Developer agree that if the construction estimates come back above 110% of the currently estimated amounts of $[_____] for the City Phase 1 Scope and $[_____] for the Developer Phase 1 Scope, the City and the Developer will undertake good-faith efforts to mutually agree upon reductions to the estimated construction costs including design modifications, scope reductions and value engineering. All Parties will be included, copied, informed, and consulted on the details of each Party's cost reducing efforts. Any cost reduction measures that constitute material modifications to the Approved Schematic Designs must be approved in writing by both the City and the Developer. If these cost reduction efforts fail to reduce the estimated construction cost below the currently estimated amounts, then the Parties will negotiate in good faith how to fund the cost overruns and potentially amend this Agreement to reflect that modified agreement before proceeding. If such negotiations are unsuccessful, either Party may independently fund the overruns and proceed with the Project, provided that any such overrun funding by one Party of the other Party's scope will be recaptured from the non-funding Party's share of sale proceeds otherwise subject to revenue sharing under subsection XII(b)(iii), below.

(iii) Shared Plans, Specifications and Designs. All plans and specifications, drawings and designs and consulting or other reports prepared by or on behalf of a Party in connection with the Project's Phase 1 Public Improvements and Offsite Improvements shall become and remain the shared property of the City and the Developer to use with unlimited license, whether or not the Project is completed, or this Agreement is terminated for any reason. If the City exercises its right to fund overruns per subparagraph VI(a)(iii), above, then all plans and specifications, drawings and designs and consulting or other reports prepared by or on behalf of Developer in connection with the Developer Phase 1 Scope shall become and remain the shared property of the City and the Developer to use with unlimited license, whether or not the Project is completed, or this Agreement is terminated for any reason. Each Party shall ensure that its respective design, architecture and engineer contracts reflect this unlimited license.

(iv) Easements and Other Property Interests.

(1) The City shall obtain all necessary easements for the City Phase 1 Scope.

(2) The Developer shall obtain all necessary easements for the Developer Phase 1 Scope.

(3) The Developer will grant the City any necessary temporary construction easements over the Developer owned property if needed for construction of the City Phase 1 Scope, at no cost to the City.

(4) The City will grant revocable permits or licenses to the Developer on City rights of way if needed for the Developer Phase 1 Scope in accordance with the City Code and standard City practice, at no cost to the Developer.

(b) **Construction Bids**.

(i) Conditions to Procure Bids. Once both parties have confirmed in writing that all Phase 1 Contingencies (as defined in Section VII) are satisfied, the City and the Developer will coordinate to procure the construction contracts for the City Phase 1 Scope and the Developer Phase 1 Scope concurrently via separate bids. If the Parties dispute whether the Phase 1 Contingencies have been satisfied, they will arbitrate the dispute in accordance with Section XIV(b) hereof.

(ii) Separate Contracts. The City will contract for the City Phase 1 Scope and the Developer will contract separately for the Developer Phase 1 Scope.

(c) **Construction**.

(i) Cooperation. The City and the Developer will work in good faith to pursue final designs and procure the construction contracts with a goal of commencing construction by [_____ __, 2029], subject to the Contingencies set forth in this Agreement. During construction, the City and the Developer will meet and coordinate regularly to provide and discuss construction updates and facilitate inter-scope cooperation.

(ii) Modifications. Any material modification to the Approved Schematic Designs or final construction documents based on the Approved Schematic Designs, whether made prior to or during construction (a "Proposed Modification"), requires the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the need for a Proposed Modification, the requesting Party shall provide written notice to the non-requesting Party as soon as reasonably practical, including the reason for the Proposed Modification, any modifications to the final approved budgets, and such other explanatory or back-up documentation as reasonably necessary (collectively, a "Modification Notice"). The non-requesting Party will make a good faith effort to respond as quickly as possible, and in no case later than 30 days after the receipt of any Modification Notice. The non-requesting Party shall respond with written approval or disapproval thereof (and if disapproval an explanation of the reason for said disapproval), which such approval shall not be unreasonably withheld or delayed. Failure to deliver such written approval or disapproval within such 30-day period shall be deemed approval thereof. If the Proposed Modification is disapproved, the City and the Developer will meet and discuss. In the event that either Party disputes the other Party's Proposed Modification and the dispute is not amicably resolved within 60 days after one Party's written notice of the

dispute to the other Party, then either Party may refer the dispute to an independent engineering firm mutually acceptable to the Parties, and the determination of such engineering firm shall be final, binding and conclusive on the Parties. In the event the Parties cannot mutually agree on an independent engineering firm, they will arbitrate the dispute in accordance with Section XIV(b) hereof. Upon mutual approval of a Proposed Modification by the Parties or approval by a binding independent engineering firm or arbitration award pursuant to the above, such approved Proposed Modification shall supersede any prior existing construction plans based on the Approved Schematic Designs.

(d) **Completion of Construction**. Upon receipt of notice from the contractors that each or both of the City Phase 1 Scope or the Developer Phase 1 Scope has been substantially completed (collectively, "Substantial Completion"), the applicable Party shall provide notice to the other Party, and within 30 days after receipt of such notice or such time as is mutually agreeable to the Parties, shall conduct a "walk-through" inspection of Phase 1 to determine compliance with this Agreement and the approved designs. After completing the walk-through, each Party upon request from the other will issue a letter confirming acceptance of the work in compliance with this Agreement and the approved designs.

VII. PHASE 1 CONTINGENCIES

(a) **Developer Contingencies.** The Developer's obligation to fund the construction of the Developer Phase 1 Scope is contingent upon the following (the "Developer's Contingencies"):

(i) Schematic Designs. Agreement by both the City and the Developer on the Approved Schematic Designs.

(ii) City Funding. The City executing the construction agreement with its general contractor to perform the City Phase 1 Scope and appropriating the funds necessary to pay the costs of the City Phase 1 Scope.

(iii) Entitlements. The Developer obtaining all Entitlements for the Project.

(iv) Easements. Acquisition by the Developer or the City, as appropriate, of all easements, licenses, or other property interests necessary to construct, build, and operate the Project.

(v) City to Pursue Chevron Property. The City agrees to continue to pursue negotiations for purchase of the Chevron property located to the west of the Property, which is depicted in **Exhibit E**. The City agrees to consider changes to its land use code to mitigate the impact of operations on the Chevron property on the value of the Property or the Project, or on the operations of the Project. Notwithstanding anything to the contrary contained herein, the Parties acknowledge that any change to the City's land use code is within the discretion of the approving board, including the City Council, and that the City is not representing or agreeing that any changes will in fact be given.

(b) **City Contingencies.** The City's obligation to fund the construction of the City Phase 1 Scope is contingent upon the following (the "City's Contingencies" and collectively with the Developer's Contingencies the "Contingencies"):

(i) Schematic Designs. Agreement by both the City and the Developer on the Approved Schematic Designs.

(ii) Developer Funding. The Developer executing the construction agreement with its general contractor to perform the Developer Phase 1 Scope.

(iii) Entitlements. The Developer obtaining all Entitlements for the Project.

(iv) Easements. Acquisition by the Developer or the City, as appropriate, of all easements, licenses, or other property interests necessary to construct and operate the Project.

(c) **Contingencies**. The Parties expressly agree and acknowledge that City and the Developer jointly funding the Project is contingent and conditioned on the Contingencies and that if they are not all met, or the applicable Party chooses to not to waive any unmet Contingency, one or both of the Parties may opt not to continue in this Agreement, in which case the remedies available in Section XIII(b) will apply.

(d) **Design and Pre-Construction Phase**. The Parties acknowledge and agree that the Developer is obligated to fund through full design development and 100% Construction Documents for the City Phase 1 Scope and the Developer Phase 1 Scope. These design and pre-construction phase obligations are not subject to the Contingencies and this Agreement may not be terminated by either Party except as set forth herein.

(e) **Termination Due to Excessive Construction Bids**. The Parties acknowledge and agree that they are entering into this Agreement in good faith in the effort to jointly plan and fund the Project. However, the Parties acknowledge that there are Contingencies that could impact each Parties' ability to proceed with the construction of the Project. The Parties agree that, upon completing 100% Phase 1 design and upon the satisfaction of conditions set forth in Section VI(a)-(b), the City and the Developer shall procure construction bids concurrently through separate bids. If the construction bids come in 110% over the estimated costs set forth in this Agreement, the Parties will proceed in accordance with the process set forth in Section VI(a)(ii) and may negotiate in good faith how to fund the cost overruns and potentially amend this Agreement to reflect that modified agreement before proceeding. If such negotiations are unsuccessful upon the occurrence of the Outside Date and neither Party has elected to independently fund the overruns as provided in Section VI(a)(ii), either Party may terminate this Agreement.

(f) **Outside Date**. If the Parties have not funded the City Phase 1 Scope and the Developer Phase 1 Scope and entered into construction contracts for Phase 1 by December 31, 2029 (the "Outside Date"), any Party may terminate this Agreement or the Parties may mutually agree in writing to extend this Agreement; provided that, if either Party demonstrates continued and commercially reasonable progress towards entering into the construction contracts prior to December 31, 2029, said Party may provide written notice of an extension of the Outside Date to

a date certain (but in no event later than December 31, 2034), to which the other party shall not unreasonably withhold, condition or delay its consent.

VIII. **FUNDING OF IMPROVEMENTS FOR FUTURE PHASES**.

(a) **Metropolitan District or Other Governmental Funding Mechanism**. City staff will cooperate with the Developer in good faith to determine whether pursuing the formation of one or more metropolitan districts, or the formation of another type of quasi-municipal governmental entity is the best option for financing future phases of public improvements on the Property. If pursuing the formation of one or more metropolitan districts or the formation of another type of quasi-municipal governmental entity is determined to be the best option for financing future phases of public improvements on the Property, such proposal will be presented to City Council for its consideration in accordance with the requirements of the Charter and State statutes.

(i) Cooperation on the Formulation of a Service Plan. If the Parties agree that pursuing the formation of one or more metropolitan districts is the best option, the City agrees to review any proposed service plan expeditiously and to put a resolution for approval before the City Council within three months of submission, unless otherwise agreed to by the Parties. Notwithstanding this directive regarding the placing of a resolution for approval of a service plan before the City Council, it is the intention of the City that any decision to approve any service plan will be made solely by the City Council in accordance with Title 32 of the Colorado Revised Statutes and the Charter, and not by any other official of the City.

(ii) Evaluation of Other Revenue Streams. The City agrees to in good faith evaluate other sources of revenue that could be used as possible funding sources for financing public improvements on the Property based on the Project's revenue projections, including sales tax and property tax. The Parties agree to negotiate in good faith regarding the use of any potential funding mechanisms and revenue streams.

IX. **FUTURE PHASES AND OTHER FUTURE IMPROVEMENTS**.

(a) **Developer Responsible for Future Phases and Other Future Improvements**.

(i) Scope of Work. The Developer is responsible for constructing all of the onsite public improvements that are required to serve future phases (the "Future Onsite Public Improvements") and all of the private improvements that are part of future phases (the "Future Private Improvements" and together with the Future Onsite Public Improvements, the "Future Improvements").

(ii) Funding of Design. The Developer agrees to independently contract for and fund design of the Future Improvements.

(iii) Entitlements. If the original PUD or other Entitlements require amendment during future phases, the Developer is responsible for obtaining all amendments to the Entitlements that are necessary for the development of future phases. Nothing contained herein requires the City to approve or grant any amendments to the Entitlements for future phases and

such approvals will be subject to the City's standard process of development review and the PUD. The City is not required to be a co-applicant for any amendments to the Entitlements for future phases.

(iv) Funding of Construction. The Developer is responsible for paying the costs of constructing the Future Improvements. The costs for the Future Onsite Public Improvements may be paid for by a metropolitan district, if in accordance with such district's service plan, or other quasi-municipal governmental entity with boundaries overlapping a portion of the Property, if permitted by such entity's organizational documents.

(v) Ownership and Maintenance. Upon completion, all Future Onsite Public Improvements will be conveyed to and owned by the City. The Developer, any metropolitan district and any other quasi-municipal governmental entity with boundaries overlapping a portion of the Property will convey any Future Onsite Public Improvements and all necessary rights-of-way owned by such entity by plat to the City upon completion of construction and acceptance by the City. The City will be responsible for maintaining the Future Onsite Public Improvements in accordance with standard City requirements, policies and practices; provided that nothing herein shall be construed to prevent or limit the City's ability to require any metropolitan district or other quasi-municipal governmental entity with boundaries overlapping a portion of the Property to contribute annually to the cost of maintaining the Future Onsite Public Improvements that provide a benefit to the taxpayers of such entity. The Future Private Improvements will initially be owned by the Developer until sold as Lots pursuant to the terms of Section XII hereof. The Future Private Improvements will be owned and maintained by the Developer or the third-party purchasers.

X. [INTENTIONALLY OMITTED]

XI. OBLIGATIONS DURING ALL PHASES OF THE PROJECT

(a) **All Phases of the Project**. During the Term and all phases of the pre-development, development and construction of the Project, the Parties shall arrange, supervise, and coordinate the completion of the following tasks:

(i) Good Faith. Devote sufficient time and personnel to prosecute the completion of the design and construction of the Project in compliance with this Agreement and the other contractual obligations relating to the Project. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

(ii) Progress Meetings. The City and the Developer shall each designate a representative as the point of contact on the Project. From and after the Effective Date of this Agreement and until completion of the Project, on at least a quarterly basis and promptly upon request of a Party, the designated representatives shall meet to discuss updates on the design, construction, scheduling, bond issues, use of proceeds, cost estimates for improvements remaining, status of attracting commercial users and residential builders, and other similar issues related to the Project.

(iii) Notification of Change in Schedule. Notify the other Parties of any material change or anticipated change in the development schedule of which a Party becomes aware, or other material Project news or developments.

(iv) Consultants. Utilize, coordinate, and manage the performance of specialists and consultants under their respective contracts.

(v) Books and Records; Colorado Open Records Act. Cause complete and accurate files, books of account and other records of the public portions of the Project and related Project costs incurred by the Party to be prepared and maintained in accordance with generally accepted accounting principles and the terms of this Agreement and make such books and records available to the other Parties' auditors and fully cooperate in any audit conducted by or on behalf of another Party. The Developer understands and acknowledges that the City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201 et seq. ("CORA"), and as such, this Agreement and any related documents may be subject to public disclosure.

XII. TRANSFER OF PORTIONS OF THE PROPERTY TO THE DEVELOPER; LOT SALES TO END USERS

(a) **Transfer of Portions of the Property to the Developer**.

(i) Public Purpose. The City has determined and hereby determines that the Developer's contributions to obtain the Entitlements for the Project, create platted legal parcels and to prepare Construction Documents for the Phase 1 Improvements (the "Developer's Contribution"), in addition to the proceeds received from any Revenue Sharing pursuant to Section XII(b)(iii) is sufficient consideration for the transfer of the Development Portion to the Developer. The City has determined and hereby determines that the construction of the Project serves a public purpose due to the economic development, increase in tax base, creation of public parks, valuable river access, construction of other public amenities, and the construction of new housing that would not be possible without the Parties undertaking the Project.

(b) **Sales of the Portions of the Property that will be the Site of Private Development**.

(i) Timing and Performance Standards. The Developer shall construct all improvements in accordance with the applicable City standards and approvals. The Developer agrees to proceed with due diligence to prepare the Lots for sale and to use commercially reasonable efforts to sell each of the Lots.

(ii) Minimum Sale Prices to the Developer or Developer Affiliates. The Developer and entities in which the Developer or its principals own twenty-five percent or more of the economic interest or a majority of the voting interest (collectively "Developer Affiliates") are entitled to purchase Lots to be used for private development. Neither the Developer nor a Developer Affiliate shall purchase a Lot for less than the lesser of a price approved by the City or such Lot's Appraised Value (defined below); provided that if such Lots purchased by the Developer or a Developer Affiliate remain undeveloped with vertical development and are sold in that undeveloped state by the Developer or a Developer Affiliate within 5 years of such purchase

by the Developer or a Developer Affiliate, the additional sale proceeds above and beyond the original sale proceeds of such future sale will be split 50/50, with the City receiving 50% of the Net Sale Proceeds and the Developer or a Developer Affiliate receiving 50% of the Net Sale Proceeds

(iii) Revenue Sharing. The Parties agree that the Net Sale Proceeds (defined below) from a Lot will be split 50/50, with the City receiving 50% of the Net Sale Proceeds and the Developer receiving 50% of the Net Sale Proceeds; provided that if the Note is outstanding at the time of sale, the City shall receive 75% of the Net Sale Proceeds of any Lots sold until the Note is paid off and no longer outstanding.

(1) Net Sales Proceeds Defined. "Net Sales Proceeds" means (a) the net proceeds to seller as shown on the settlement statement from closing of the sales transaction, minus (b) Developer's costs incurred in connection with the management, design, development, construction, holding, marketing, and sale of the applicable parcel, if documented in the same manner as would qualify as Actual Costs for purposes of Note repayment under Section II(a)(iii), provided that any cost for which Developer has already received credit towards Note repayment shall not be re-credited to Developer under this provision, and provided further that any such costs incurred jointly with other portions of the Project (e.g., prior years' real-estate taxes paid) will be apportioned according to relative square footage.

(iv) City Purchases. The Parties agree that the City is entitled to purchase up to a maximum of ten percent of the total land area of the Development Portion to be used for public purposes, including for affordable housing and other uses permitted by the PUD, provided:

(1) all such Lots must be identified during the Entitlement process;

(2) the City's purchase of such Lots remains subject to all other provisions of this Section XII(b); and

(3) the City will purchase such Lots at a value the Parties agree upon or, failing agreement, at Appraised Value (defined below).

(v) Appraised Value Defined. "Appraised Value" as used in this Section XII means the property's fair-market value at the time of the appraisal as determined by an appraiser agreed upon by the Parties to conduct the applicable Lot's appraisal, which shall be done in conformity with the Uniform Standards of Professional Appraisal Practice as published by the Appraisal Standards Board and once completed shall be binding on the Parties as a determination of value. If the Parties are unable to agree on an appraiser, they may each hire independent appraisers to inform their respective positions as to value. If they are unable to agree on a value after obtaining independent appraisals, they will arbitrate the issue of value in accordance with Section XIV(b) hereof.

XIII. EVENTS OF DEFAULT; REMEDIES

(a) **Events of Default**. The following shall constitute Events of Default under this Agreement:

(i) Bankruptcy Event. The City or the Developer: (i) consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself of any of its property, or shall make a general assignment for the benefit of its creditors; (ii) files a voluntary petition in bankruptcy, or seek reorganization, in order to effect a plan or other rearrangement, with creditors or any other relief under the United States Bankruptcy Reform Act of 1978, as amended, or any successor act, and the rules promulgated thereunder or under any state or federal law granting relief to debtors, whether now or hereafter in effect; or (iii) has filed or commenced against itself any involuntary petition or proceeding pursuant to such Bankruptcy Act or any other applicable state or federal laws relating to bankruptcy or reorganization or other relief for debtors unless the petition is dismissed within 60 days after filing.

(ii) Payment Default. The failure of either the City or the Developer to pay any amount that the defaulting Party is required to pay when the same is payable in accordance with the terms of this Agreement that is not cured within ten business days following written notice to the defaulting Party. In the event that either the City or the Developer fails to timely pay its contractors related to the Phase 1, in order to keep the project going, the non-defaulting Party (after the aforementioned written notice) shall have the right, but not the obligation, to pay said contractors and invoice the defaulting Party for the cost of the same plus an administrative overhead fee of 10% of such costs. The defaulting Party shall pay any such invoice within 30 days after receipt, with such amount thereafter bearing interest payable to the non-defaulting Party at the lesser of 18% or the maximum rate allowed pursuant to applicable law.

(iii) Covenant Default. The failure by any Party to keep, observe or perform any representation, warranty, covenant, agreement, term, condition or provision to be kept, observed or performed by such Party (other than the failure to make any payment or provide funds in accordance with the terms of this Agreement), and either (i) the defaulting Party fails to cure such default within 15 days after the defaulting Party's receipt of written notice thereof from the non-defaulting Party, or (ii) if such default cannot be cured within 15 days for reasons beyond the control of the defaulting Party, the defaulting Party (A) fails to commence cure of such default within 15 days after the defaulting Party's receipt of written notice thereof from the non-defaulting Party, (B) fails to diligently pursue completion of such cure after commencing cure, or (C) fails to complete such cure within 60 days after the defaulting Party's receipt of written notice thereof from the non-defaulting Party.

(iv) Breach of Representation or Warranty. Any representation or warranty made by a Party in Section XIV(b) is false, misleading or incorrect in any material respect.

(b) **Remedies**.

(i) Remedies if Contingencies Fail to Materialize or the Outside Date Occurs. Prior to termination of this Agreement based on the failure of one or more Contingencies in accordance with Section VII(c) or due to the occurrence of the Outside Date in accordance with

Section VII(f), the Party not responsible for the failed Contingency or the occurrence of the Outside Date may opt to continue with the Project on its own. In connection therewith, (i) the Party opting to continue with the Project on its own shall deliver notice of the exercise of such option ("Notice of Acquisition") to the other Party within 270 days of the failure of one or more Contingencies or the occurrence of the Outside Date and (ii)(a) if the Party is the City, the City shall reimburse the Developer the Actual Costs incurred by the Developer as of the date of termination and upon receiving such reimbursement the Developer shall transfer title to the Development Portion to the City, or (b) if the Party is the Developer, the Developer shall pay the outstanding principal amount of the Note, and any accrued interest, to the City and upon receiving such payment the City shall transfer title to the portion of the Property that will be the site of the Phase 1 Public Improvements to the Developer. On the closing date for the transfer of property as set forth above, the Party responsible for termination due to a failed Contingency or the occurrence of the Outside Date shall immediately deliver the following items relating to the Project to the other Party, to the extent such items are in such Party's possession or control: (i) all notices, material correspondence, books and records for the Project; (ii) all service contracts, consultant contracts, operating agreements and other related contracts; (iii) all plans and specifications, designs, construction contracts, bid documents and other construction documents related to the Project; (iv) all other documents, property or items relating to the Project, including, without limitation, any electronic versions of any of the foregoing; and (v) written confirmation of the assignment to the applicable Party of any and all rights such Party may have in and to the Project. The Party responsible for termination due to a failed Contingency or the occurrence of the Outside Date shall lose all review rights under this Agreement (provided that the Project still remains subject to the City's standard land use approval process) and shall only be eligible for remedies outlined in Section XIII(b)(ii). The remainder of this Agreement shall terminate upon the delivery of such notice, other than those provisions which expressly survive the termination of this Agreement.

Notwithstanding the foregoing, if (i) the City is the not the Party that is responsible for failure of one or more Contingencies in accordance with Section VII(c) or the occurrence of the Outside Date in accordance with Section VII(f), but the City does not wish to continue with the Project on its own, or (ii) the City is the Party that is responsible for failure of one or more Contingencies in accordance with Section VII(c) or the occurrence of the Outside Date in accordance with Section VII(f), but the Developer does not deliver a Notice of Acquisition to the City within 270 days of the failure of one or more Contingencies or the occurrence of the Outside Date, then the City has the right for one year after expiration of the 270 day period following the failure of one or more Contingencies or the occurrence of the Outside Date to purchase the Development Portion for a price equal to the Actual Costs incurred by the Developer as of the date of termination and upon receiving such reimbursement the Developer shall transfer title to the Development Portion to the City.

Any transfer of property in accordance with this Section will be via special warranty deed subject to statutory exceptions, together with a title insurance policy with owner's extended coverage from a title company of the transferring Party's choice.

(ii) Remedies After Contingencies Have Been Satisfied. Upon the occurrence of an Event of Default after all of the Contingencies have been satisfied, each non-defaulting Party shall have the right to initiate proceedings for the enforcement of the defaulting Party's obligations by an action for injunction, specific performance, or other appropriate equitable remedy or for

mandamus. In the event of any arbitration, litigation or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in such litigation or other proceeding will receive, as part of its judgment or award, its reasonable attorneys' fees and costs.

UNLESS EXPRESSLY STATED HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS OR REVENUES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY EVENT OF DEFAULT UNDER THIS AGREEMENT.

(c) No Personal Liability. No representative, member, officer, director, partner, parent, affiliate, employee or agent of any Party shall be liable for any debt, claim, demand, judgment, decree, liability, or obligation of any kind (in tort, contract, or otherwise) of, against or with respect to such Party arising out of any action taken or omitted for or on behalf of such Party under and pursuant to this Agreement.

XIV. MISCELLANEOUS

(a) **Cooperation and Duties upon Termination.** Upon the expiration or earlier termination of this Agreement, none of the Parties shall have any further rights, duties or obligations hereunder, other than such rights, duties or obligations that are specified in this Agreement as surviving the expiration or termination of this Agreement, and the Parties agree to cooperate with one another in all matters pertaining to the transition of the Project. **Dispute Resolution**. In the event that a dispute arises between the Parties that is not otherwise resolved in accordance with the terms of this Agreement, the Parties agree that they will arbitrate such dispute according to the commercial rules of the American Arbitration Association as then in effect. If a dispute proceeds to arbitration, the substantially prevailing Party (as determined by the arbitrator) will receive an award against the other Party for all fees and costs (including expert witness fees and reasonable attorneys' fees) actually paid in connection with the dispute and arbitration.

(c) **Representations and Warranties**. The Parties hereby make the representations and warranties set forth below with respect to such Party, with the understanding that each Party is relying upon same in connection with the execution of this Agreement.

(i) Developer Representations:

(1) The Developer is a Colorado corporation, validly existing and in good standing under the laws of the State of Colorado, is authorized to do business in the State of Colorado and has the power and the authority to enter into and perform in a timely manner its obligations under this Agreement.

(2) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations, have been duly and validly authorized by all necessary action on the part of Developer to make this Agreement and such performance and observance valid and binding upon Developer.

(3) To the Developer's actual knowledge, the execution and delivery of this Agreement will not (a) conflict with or contravene any law, order, rule or regulation applicable to the Developer or to the Developer's governing documents, (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Developer is a party or by which it may be bound or affected, or (c) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Developer.

(4) To the Developer's actual knowledge, the Developer knows of no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of the Developer or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City.

(ii) City Representations:

(1) The City is a home rule municipality of the State of Colorado and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations under this Agreement.

(2) The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to the Developer.

(3) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (a) conflict with or contravene any law, order, rule or regulation applicable to the City or to its governing documents, (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected, or (c) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the City.

(4) This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity and except to the extent such is limited by the Taxpayer's Bill of Rights ("TABOR") found in Article X, Section 20 of the State Constitution.

(d) **Term**. The term of this Agreement shall commence on the Effective Date and expire upon the earlier to occur of (i) termination due to the occurrence of the Outside Date, or (ii) other termination as provided herein (the "Term").

(e) **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(f) **Assignment**. The rights and obligations under this Agreement may not be assigned to any entity without the prior written consent of the other Parties, except that the Developer may assign any responsibility for the financing, acquisition, planning, design, engineering, permitting,

construction, completion, operation, maintenance, repair or replacement of any improvement of the Future Phase Public Improvements to a metropolitan district or other quasi-municipal governmental entity with boundaries overlapping a portion of the Property in accordance with the terms of this Agreement; and the Developer may assign any rights or responsibilities under this Agreement to other entities owned or controlled by the Developer. Written notice of any such assignment shall be given to the City. If this Agreement is assigned, all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective Parties. Notwithstanding the foregoing, the Developer shall have the right to assign or transfer all or any portion of its interests, rights and obligations under this Agreement, without the prior written consent of the City, to third parties acquiring an interest or estate in the Developer's property, including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Developer's property provided that to the extent the Developer assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of the Developer's obligations under this Agreement by its assignee shall thereby relieve the Developer of any further obligations under this Agreement with respect to the matter so assumed.

(g) **Entire Agreement; Survival**. The Parties intend the terms of this Agreement to be a final expression of their understanding with respect to the Project and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings (written or oral). The obligations, liabilities and other terms set forth in Section VII(g)(iii) shall survive the expiration or earlier termination of this Agreement and such provisions shall only terminate when the payment obligations due thereunder, respectively, are satisfied.

(h) **Amendments**. This Agreement may be amended or supplemented only by an instrument in writing signed by the Parties. It may not be amended or modified by course of conduct or by an oral understanding or agreement among any of the Parties. The Parties agree that the Exhibits to this Agreement may be updated or modified with the prior written consent of each Party without the need to amend this Agreement.

(i) **Waivers**. No failure by either Party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy following a breach hereof shall constitute a waiver of any such breach. No waiver by any Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision.

(j) **Construction.** This Agreement shall be construed according to its fair meaning and not strictly for or against any Party. The captions and section, paragraph, and subparagraph numbers of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(k) **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis. The Parties stipulate and agree that in the event of any dispute arising out of this Agreement, the State of Colorado courts shall have exclusive jurisdiction over such dispute and venue shall be proper

in Mesa County. All Parties hereby submit themselves to jurisdiction of the State of Colorado District Courts located in Mesa County, Colorado.

(l) **Multiple-Fiscal Year Obligations**. The City shall have no financial obligations under this Agreement except as expressly provided in this Agreement, and any obligations of the City under this Agreement shall not constitute the creation of an indebtedness or authorize borrowing of money by the City within the meaning of any constitutional, home rule charter or statutory limitation or provision. Any obligations of the City to make payments, if any, under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation of the City in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The City Manager (or any other officer or employee of the City at the time charged with the responsibility for formulating budget proposals) is hereby directed to include in the budget proposals submitted to the City Council, in each year during the term of this Agreement, amounts sufficient to meet any and all financial obligations of the City under this Agreement; if being the intent and agreement of the Parties, however, the decision as to whether to appropriate such amounts shall be in the sole discretion of the City Council.

(m) **Severability**. If any provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be illegal, invalid, void or unenforceable, the same will in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of this Agreement as a whole.

(n) **Counterparts; Electronic Signature Delivery**. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument. A signature delivered by e-mail, facsimile or other electronic transmission will be deemed to constitute an original and fully-effective signature.

(o) **Third Party Beneficiary**. Except as expressly provided herein, no other person or entity is a third-party beneficiary to this Agreement.

(p) **Notices and Email Approvals**. Any notice or request required or permitted to be given hereunder and any approval by either Party to this Agreement shall be in writing and shall be (as elected by the Party giving such notice or granting such approval) (i) transmitted by certified or registered mail, return receipt requested, postage prepaid, (ii) transmitted by personal delivery, (iii) transmitted by nationally recognized overnight courier service, or (iv) electronic transmission (email) provided that recipient acknowledges receipt of such email (excluding out-of-office notifications and all other automated replies). Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (A) 5 business days after the date of posting if transmitted by certified or registered mail, (B) the date of delivery if transmitted by personal delivery, (C) the first business day after the date of posting if delivered by recognized national overnight courier service, or (D) if sent by email, on the day sent if sent on a day during regular business hours (9:00 a.m. to 5:00 p.m.) of the recipient, otherwise on the next business day at 9:00 a.m. Either Party may change its address for purposes hereof by written notice given to the other Party. Notices hereunder shall be directed as follows:

City: Name

	Address Email
With a copy to:	
	Name Address Email
Developer:	Name Address Email
With a copy to:	Name Address Email

(q) **Time of Essence**. Time is of the essence of this Agreement and each and every provision hereof.

(r) **Extension of Deadlines**. Any deadline set forth in this Agreement may be extended with the written consent of the City Manager for a period of up to six months without the need to amend this Agreement.

(s) **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, governmental actions, civil commotions, fire or other casualty, pandemics, epidemics and public health emergencies proximate to the Property and other non-financial causes beyond the reasonable control of the Party obligated to perform (collectively, "Force Majeure") shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage, except obligations imposed with regard to the payment of any amounts owed by any Party pursuant to this Agreement. Each Party agrees to give prompt notice to the other Party of any such prevention, delay or stoppage resulting from Force Majeure.

(t) **Delegation of Authority** No provision of this Agreement shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. No provision of this Agreement shall be construed as a donation or grant to, or in aid of any corporation by the City within the meaning of Section 2 of Article XI of the Colorado Constitution.

(u) **Colorado Governmental Immunity Act**. The Parties understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S.§ 24-10-101, et seq.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Effective Date.

CITY OF FRUITA, COLORADO

By: _____
Name: _____
Title: _____

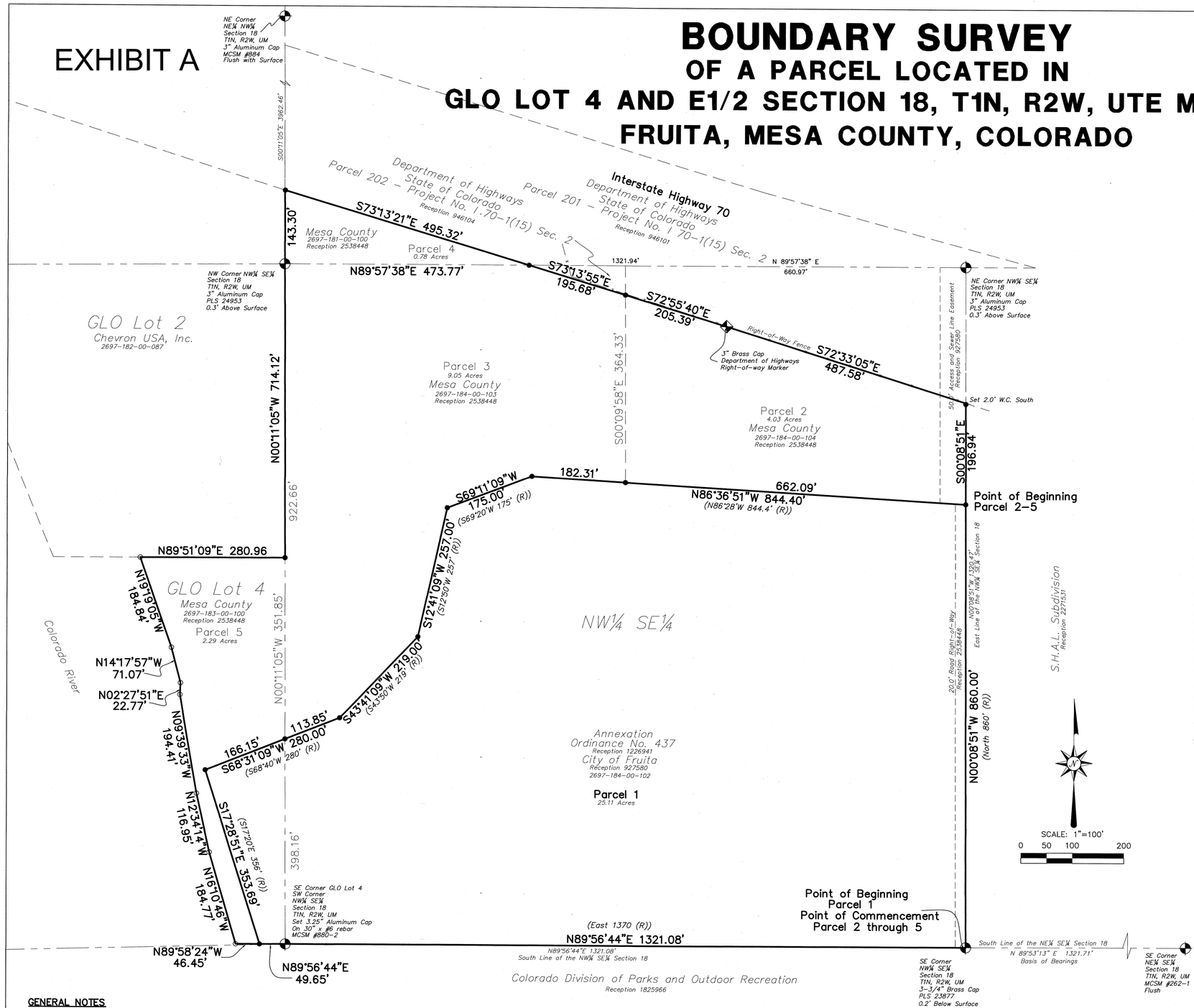
2 FORKS VENTURES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION AND BOUNDARY SURVEY OF THE PROPERTY

EXHIBIT A

BOUNDARY SURVEY
OF A PARCEL LOCATED IN
GLO LOT 4 AND E1/2 SECTION 18, T1N, R2W, UTE MERIDIAN
FRUITA, MESA COUNTY, COLORADO



BOUNDARY DESCRIPTION PARCEL 1

Those parcels of land located in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 18, Township 1 North, Range 2 West of the Ute Meridian in the City of Fruita, Mesa County, Colorado and more particularly described as follows:

Beginning at the Southeast corner of the NW¼ SE¼ said Section 18, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) said Section 18 bears North 89°53'13" East, a distance of 1321.71 feet for a basis of bearings with all bearings contained herein relative thereto; thence North 00°08'51" West, a distance of 860.00 feet, along the East line of the NW¼ SE¼ said Section 18; thence North 86°36'51" West, a distance of 844.40 feet; thence South 69°11'09" West, a distance of 175.00 feet; thence South 12°41'09" West, a distance of 257.00 feet; thence South 43°41'09" West, a distance of 219.00 feet; thence South 68°31'09" West, a distance of 280.00 feet, into GLO Lot 4 said Section 18; thence South 17°28'51" East, a distance of 353.69 feet to the South line of said GLO Lot 4; thence North 89°56'44" East, a distance of 49.65 feet, along said South line of GLO Lot 4 to the Southeast corner of said GLO Lot 4, also being called the Southwest corner NW¼ SE¼ said Section 18; thence North 89°56'44" East, a distance of 1321.08 feet to the POINT OF BEGINNING.

Said parcel containing an area of 25.11 Acres, as herein described.

BOUNDARY DESCRIPTION PARCELS 2-5

That parcel of land located in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 18, Township 1 North, Range 2 West of the Ute Meridian in the City of Fruita, Mesa County, Colorado and more particularly described as follows:

Commencing at the Southeast corner of the NW¼ SE¼ said Section 18, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) said Section 18 bears North 89°53'13" East, a distance of 1321.71 feet for a basis of bearings with all bearings contained herein relative thereto; thence North 00°08'51" West, a distance of 860.00 feet, along the East line of the NW¼ SE¼ said Section 18 to the POINT OF BEGINNING; thence North 86°36'51" West, a distance of 844.40 feet; thence South 69°11'09" West, a distance of 175.00 feet; thence South 12°41'09" West, a distance of 257.00 feet; thence South 43°41'09" West, a distance of 219.00 feet; thence South 68°31'09" West, a distance of 280.00 feet; thence South 17°28'51" East, a distance of 353.69 feet, to a point on the South line of GLO Lot 4 of said Section 18; thence North 89°58'24" West, a distance of 46.45 feet, along said South line of said GLO Lot 4 to a point on the East high water line of the Colorado River; thence along said East high water line of said Colorado River the following six (6) courses: (1) North 16°10'46" West, a distance of 184.77 feet; (2) North 12°34'14" West, a distance of 116.95 feet; (3) North 09°39'33" West, a distance of 194.41 feet; (4) North 02°27'51" East, a distance of 22.77 feet; (5) North 14°17'57" West, a distance of 71.07 feet; (6) North 19°19'05" West, a distance of 184.84 feet, to a point on the South line of GLO Lot 2 and the North line of GLO Lot 4; thence North 89°51'09" East, a distance of 280.96 feet, along said North line of said GLO Lot 4 to a point on the West line of said NW¼ SE¼ said Section 18; thence North 00°11'05" West, a distance of 714.12 feet, along said West line said NW¼ SE¼ said Section 18 to a point on the South line of that Colorado Department of Highways right-of-way as described in Reception 946101, Mesa County records; thence along said South right-of-way line the following two (4) courses: (1) South 73°13'21" East, a distance of 495.32 feet; (2) South 73°13'55" East, a distance of 195.68 feet; (3) South 72°55'40" East, a distance of 205.39 feet; (4) South 72°33'05" East, a distance of 487.58 feet, to a point on said East line of the NW¼ SE¼ said Section 18; thence along said East line of the NW¼ SE¼ said Section 18 South 00°08'51" East, a distance of 196.94 feet to the POINT OF BEGINNING.

Said parcel containing an area of 16.38 Acres, as herein described.

GENERAL NOTES

No Easement and Title Information provided by Client. All research done by surveyor.

Basis of bearings is the South line of the NE ¼ SE ¼ of Section 18 which bears N89° 53' 13"E a distance of 1321.71 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

All lineal units shown hereon in U.S. Survey feet.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953 SET FLUSH W/GROUND UNLESS NOTED
- SET 2' W.C. = 2' WITNESS CORNER
- CALCULATED POSITION AT HIGH WATER LINE

SURVEYOR'S CERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during December, 2018, and that both conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK 1 PAGE 170

DATE 4/11/2019

DEPOSIT NO. 5765-19

Prepared for:
City of Fruita

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 24953 4/12/19

Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

BOUNDARY SURVEY
GLO LOT 4 AND E1/2 SECTION 18
T1N, R2W, UTE MERIDIAN
FRUITA, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 18-139	SURVEYED	DRAWN	CHK'D	SHEET	OF
Date: January, 2019	be	knr	jcf	2	2

DEPOSIT 5765-19

EXHIBIT B-1
DEPICTION OF PHASE 1 PROPERTY AND PHASE 1 PUBLIC IMPROVEMENTS

Exhibit B-1 and B-3
Depiction of Phase 1 Property
Depiction of Phase 1 Public Improvements

EXHIBIT B-2
DESCRIPTION OF OFFSITE IMPROVEMENTS

Exhibit B-2
Depiction of Offsite Improvements

FRUITA LAGOONS PRELIMINARY ENGINEERING AND UTILITY STUDY

Prepared by River City Consultants

March 2019

Revised May 2019

RIVERCITY CONSULTANTS

Table of Contents

1. INTRODUCTION

This study is a preliminary overview of site and utility considerations for the redevelopment of the decommissioned wastewater treatment ponds, (lagoons) located at 879 Raptor Road, Fruita, Colorado. This site has been released from the State of Colorado Department of Public Health and Environment, and the City of Fruita is pursuing a public/private partnership and associated grants for the purposes of reclamation and redevelopment. This preliminary review includes analysis of available utilities, transportation constraints, drainage and floodplain issues and fill/geotechnical considerations. Existing site plan C1, cut/fill Exhibit 1, and an estimate of probable cost accompany this narrative and are located in Appendix A.

2. UTILITIES

Sanitary Sewer

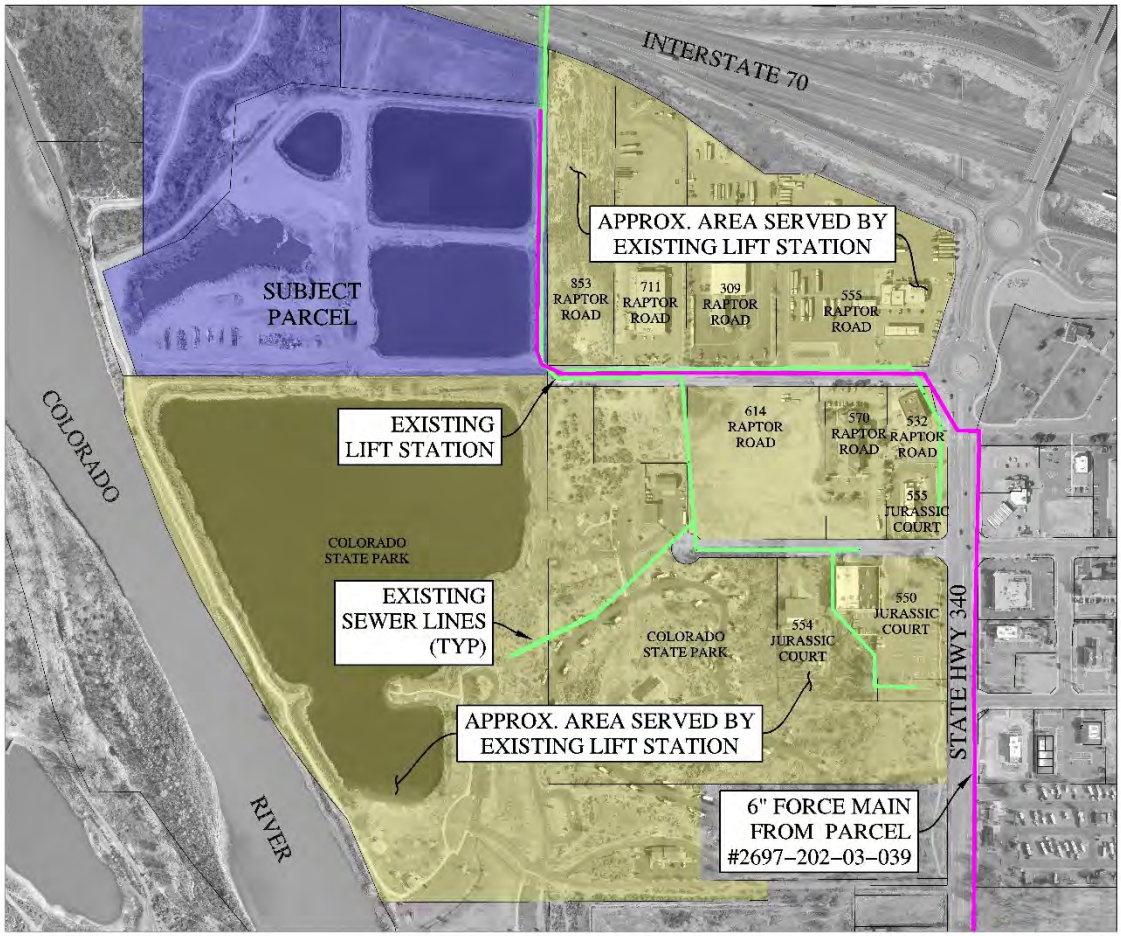
There is an existing lift station near the southeast corner of the property in the Raptor Road Right of Way/alignment that provides service to properties along Raptor Road and Jurassic Court. Available information from the City of Fruita indicates the service depth is shallow at approximately 5'. Based on available grades, it is unlikely that this station can service more than a small portion of the property without either relocation and/or increasing the depth of the wet well. This also would likely require changing the internal components, pumps, wet well, etc. It is also likely the City of Fruita will want to relocate and eliminate the conflict with future Raptor Road construction. The existing system has been in service since 2001. Following is a summary of lift station information:

- (2)- 3 horsepower pumps
- 900 RPM
- 10" impeller diameter
- 770 gallon wet well
- 180 Gallons per Minute
- 3 phase, 60 Hz, 230 Volts

From the aforementioned lift station, an existing 4” diameter force main conveys sanitary sewage along the east property line to the north, eventually crossing under Interstate 70 and continuing to the upgraded wastewater treatment plant.

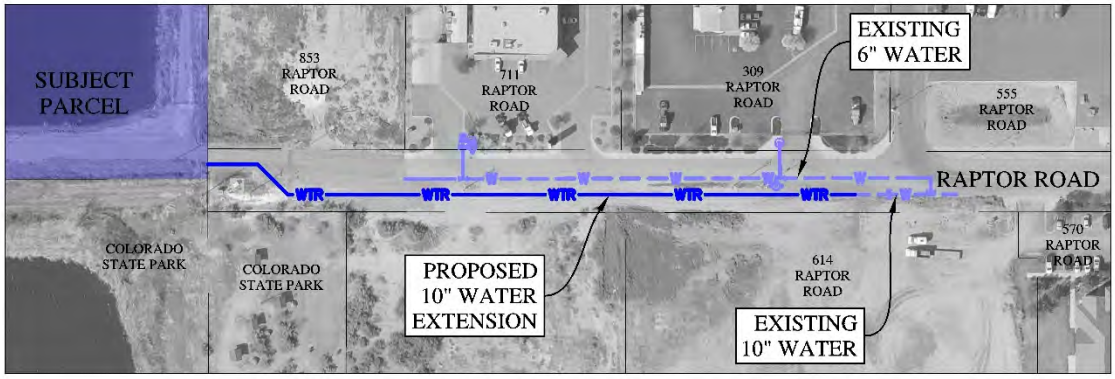
Additional studies will be required to confirm the capacity of the lift station and associated force main to determine their potential to serve the proposed development.

An additional 6” diameter force main also exists along the east property line which conveys sanitary sewage from a lift station near Red Cliffs Drive, parcel ID #2697-202-03-039. This line will likely remain undisturbed and in place and will have to be accommodated by future development.



Domestic Water

There is an existing 10” Ute Water line which ends near the west property line 555 Raptor Road. This line will need to be extended approximately 750 feet to the according to a Ute Water representative. The existing 6” line currently servicing properties west of 555 Raptor Road will be abandoned upon completion of the 10” line. Fire flow is currently unknown but would likely be adequate based on initial conversations with Ute Water. Participation in the cost of improvements with adjacent property owners should also be investigated, with the possibility of developing a recapture agreement.

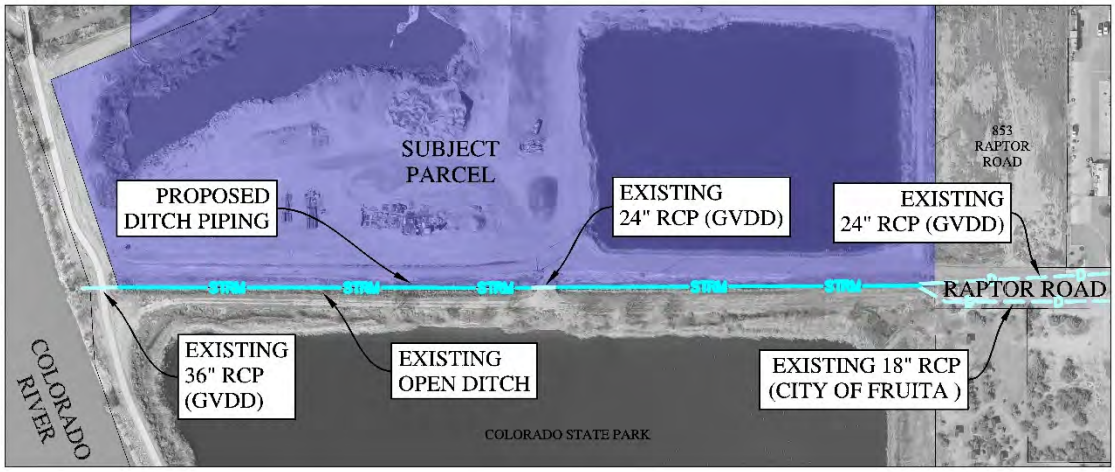


Storm Water / Drainage

Grand Valley Drainage District (GVDD) operates the North Young Drain, which is piped to the west end of Raptor Road, discharging into an open ditch bisected by the southern property line of the subject property. The south half of ditch is located on the adjacent Colorado State Park property. It is most likely this ditch will need to be replaced with pipe to accommodate future development.

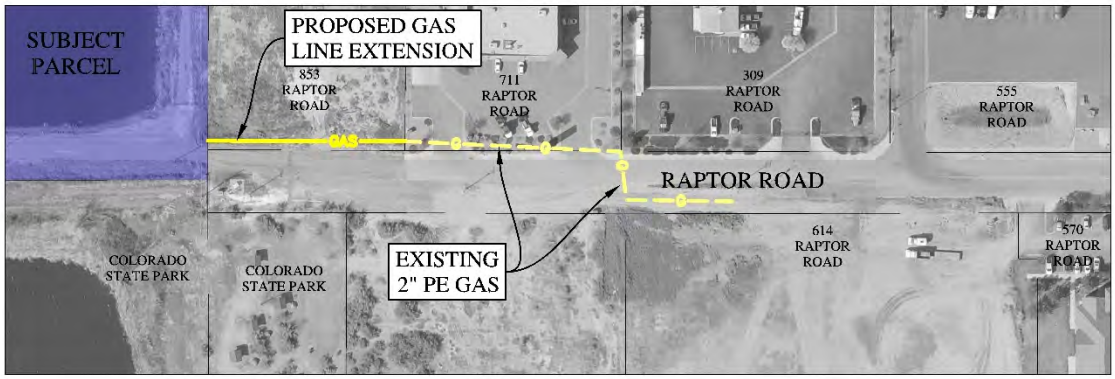
Storm water collection for detention is not an expected requirement for the proposed development due to the proximity of the Colorado River and outfall of the major basin. Direct discharge during the 1% annual chance (100-year) storm event of such properties has been determined to reduce peak flood flow rates and impacts to major basins.

Storm water quality will likely be required for the proposed development. This is typically done in the form of water quality capture ponds which can be incorporated into the design of the site. Other, more creative, methods may be considered but will be subject to approval by local jurisdiction.



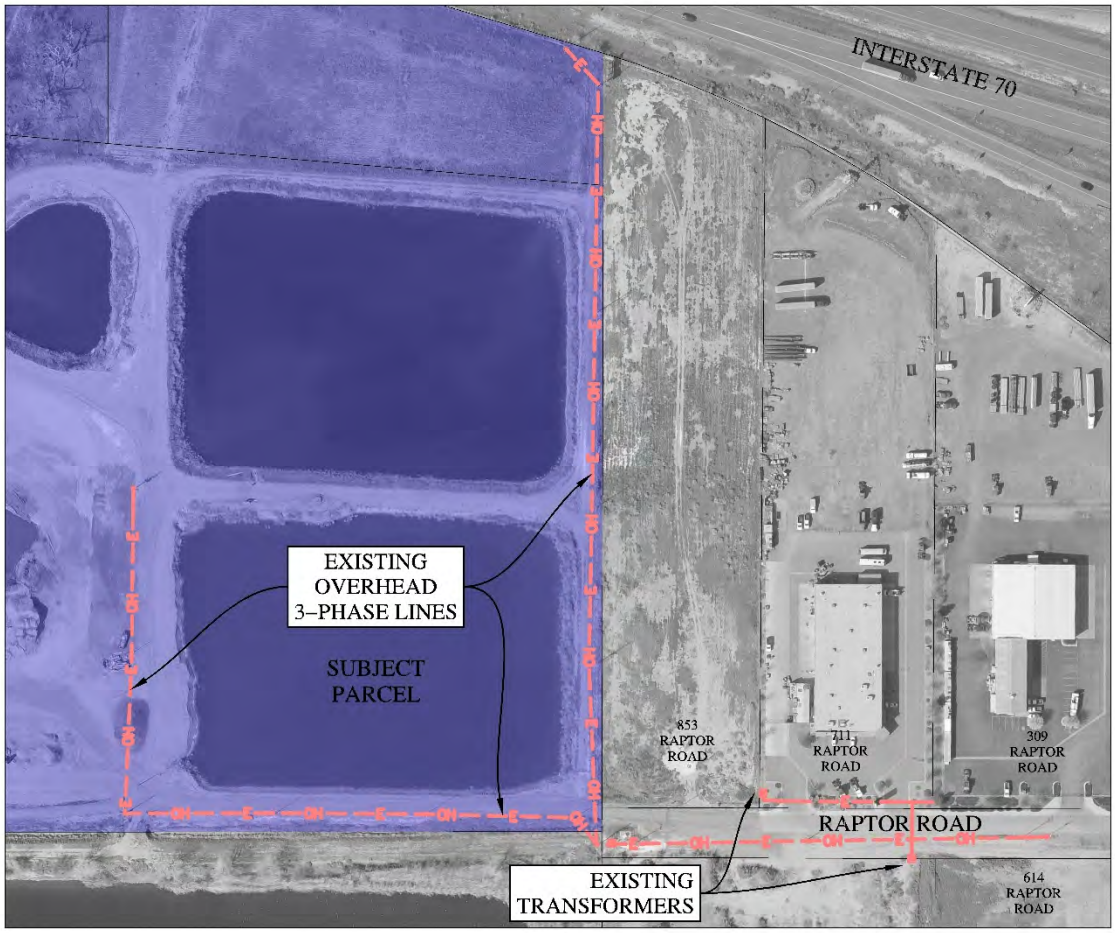
Gas

Xcel Energy has indicated there is an existing 2” gas line along the north side of Raptor Road terminating near the west end of 711 Raptor Road, approximately 215 feet east of the site. This line may need to be upgraded which will be determined by Xcel during the design process.



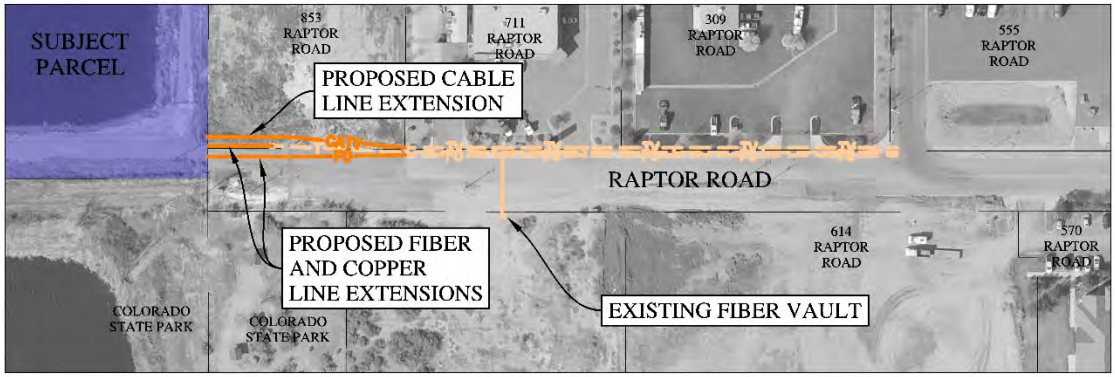
Electric

Xcel Energy also provides electricity in the area. Three phase overhead power enters the site from Raptor Road and is conveyed along property line and to the approximate center of the parcel. Based on conversations with Xcel, this supply should be sufficient for proposed development of the site and provides flexibility for industrial level power demands. The cost of relocation and undergrounding of electrical will also be determined by Xcel during the design process.



Telecommunications

Charter cable, CenturyLink copper and fiberoptic communication lines exist along north side of Raptor Road to the west end of 711 Raptor Road, approximately 215 feet east of the site, per conversations with their representatives. Extension of the desired communication method will be required, the cost of which will be determined by utility providers. CenturyLink has indicated they may participate if the demand justifies the extension.



Water Rights

The City of Fruita owns a 25 cubic feet per second water right from the Colorado River. This water could be utilized for water features associated with the site with the installation of a diversion structure and pump station. Sediment removal is highly recommended given seasonally high loading of the Colorado River. This would reduce the long-term maintenance of removing sediment from water features and improve the aesthetics of water feature amenities.

3. FLOODPLAIN AND ENVIRONMENTAL

Floodplain

The southwest portion of this site is included in the 1% annual chance (100-year) and the 0.2% annual chance (500-year) floodplains. Base Flood Elevations, BFEs, range from 4477 to 4478 feet. Developed areas should be built above the 100-year BFE to be removed from the floodplain by Letter Of Map Revision based on Fill (LOMR-F). This will require fill material to raise portions of the site above BFEs. The lift station location, as a critical facility, will be installed above or outside the 500-year flood plain.

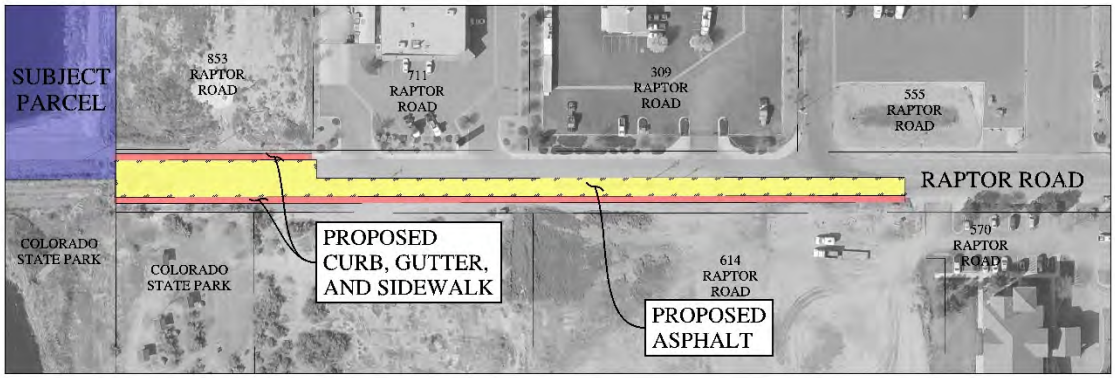
Environmental

The prominent environmental concern affecting the property are potential United States Army Corp of Engineers (USACE) jurisdictional wetlands. Given the previous use and condition of this site, there appear to be no other environmental resources on this site. Conversations between the City of Fruita and the USACE have confirmed the existing lagoons have previously been determined as non-jurisdictional. Drainages owned and operated by the Grand Valley Drainage District are also considered non-jurisdictional at this time. Wetlands along Little Salt Wash and the Colorado River may possibly affect the extent and planning for future improvements. This constraint and its potential effects on the development plan will be evaluated in the future when long term development plans may encroach on this site.

TRANSPORTATION AND TRAFFIC

Offsite Raptor Road

Offsite transportation upgrades will be required to service the site. This will include a full street section in front of 853 Raptor Road, approximately 215 feet, and a half street section between 853 Raptor Road and 555 Raptor Road (approximately 515 feet).



Access

The southern property line bisects projected right of way along the Raptor Road alignment and the GVDD North Young Drain. In order to create adequate access from Raptor Road, right-of-way from Colorado State Parks and piping part of the GVDD drain may be required. Additional utility conflicts may also occur, including relocation of power and lift station utilities.

EXHIBIT B-3
DEPICTION OF PHASE 1 ONSITE PUBLIC IMPROVEMENTS

FRUITA
COLORADO

2F VENTURES

SITE PLAN

NORTH
200'
120'

The Launch

Phasing, Improvement, and Parcel Depiction

Phase 1

Public Property

Parcel 1 Location of Improvements
Parcel 5, Parcel 6

Private Property

Parcel 2 Location of Improvements

Phase 2

Private Property

Parcel 3, Parcel 4, Parcel 7, Parcel 8

EXHIBIT C -1
DESCRIPTION OF DEVELOPMENT PORTION

(To be added after minor subdivision)

EXHIBIT C-2
DEPICTION OF DEVELOPMENT PORTION

FRUITA
COLORADO

2F VENTURES

SITE PLAN

NORTH
200'
120'

The Launch

Phasing, Improvement, and Parcel Depiction

Phase 1

Public Property

Parcel 1 Location of Improvements
Parcel 5, Parcel 6

Private Property

Parcel 2 Location of Improvements

Phase 2

Private Property

Parcel 3, Parcel 4, Parcel 7, Parcel 8

EXHIBIT D
DESCRIPTION OF PHASE 2 IMPROVEMENTS

(To be added after minor subdivision)

EXHIBIT D-1
DEPICTION OF PHASE 2 PROPERTY

(To be added after minor subdivision)

EXHIBIT E
DESCRIPTION OF CHEVRON PROPERTY

Legal Description

BEG INTERS OF S ROW I-70 WI E LI LOT 2 BEING S 0DEG25' 55SEC E 2503.06FT FR N4 COR SEC 18 1N 2W N 73DEG41'45 SEC W 1375.71FT N 72DEG11'45SEC W 6.54FT S 0DEG42'51 SEC E 83.6FT TO R ALG R S 68DEG07'55SEC E 178.6FT S 58 DEG38'53SEC E 483.77FT S 44DEG49'09SEC E 187.35FT S 44 DEG49'09SEC E 235.51FT S 22DEG39'28SEC E 125FT TO W ALG W N 36DEG45' E 110FT N 75DEG15' E 96FT S 68DEG10' E 50FT S 42DEG50' E 155FT S 39DEG0'36SEC E 149.81FT N 0DEG25'55SEC W 565FT TO BEG