

LETTER OF AGREEMENT REGARDING THE DEVELOPMENT OF THE SOUTH MAIN STREET
INDUSTRIAL PARK IN WALSENBURG, COLORADO.

This letter of agreement regarding the development of an industrial park on County Road 301 is made and entered into on this 31st day of July, 2024 by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the "County")
- B. Huerfano County Economic Development Inc., a Colorado Non-Profit Corporation ("Huerfano County Economic Development" or "HCED")

The above-listed parties may be referred to individually as "Party" and collectively as "Parties."

RECITALS

Whereas, both parties have engaged in several years of planning and development of said Industrial Park for the benefit of the economy of Huerfano County.

Whereas, both parties have agreed that such an enterprise is an appropriate use of development dollars for the benefit of all citizens of the county.

Whereas, San Isabel Electric Association donated 20 plus acres to Huerfano County Economic Development for the construction and development of the Industrial Park.

Whereas, Huerfano County Economic Development has secured an anchor tenant that will benefit southern Colorado.

Whereas, Huerfano County Economic Development has been working with the Colorado Springs Truck Driving School for several years to establish a presence and training school for Commercial Drivers Licenses and recertification and have a commitment from said school as the anchor tenant to occupy 10 acres of the Industrial Park.

Whereas, the aforementioned truck driving school has agreed to work with Huerfano County Economic Development to attract and develop the remaining lots in the Industrial Park.

Whereas, such development will attract other businesses as well as bring in additional revenue to the County through the use of food services, fuel needs, hotel needs and other services that such a facility requires.

Therefore, the parties mutually agree to the following statements of position and responsibility.

TERMS

- A. All of the recitals listed above are material provision of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.

- B. In order to complete the project, Huerfano County Economic Development agrees to accept \$100,000 from Huerfano County Board of Commissioners for the purposes listed below with the conditions included in each item.
- C. The project requires six foot high fencing around the property to be by the anchor tenant and such fencing cost is approximately \$45,000. Such fencing cost will be paid from the \$100,000 and the Board of County Commissioners will receive a copy of the receipts of the material purchases. Such fencing will be installed by the prospective tenant.
- D. The project requires a utility connection to the City of Walsenburg for a water tap. The fees and costs of such connection, including the construction of a water line to the appropriate water use site will be paid from the \$100,000 and the Board of County Commissioners will receive appropriate documentation to verify the costs of such service and what services are required to make it a usable water source for tenants.
- E. The project requires a septic tank installation as the City of Walsenburg is unable to provide sewer connection to a public source. The costs of such septic tank installation including the costs of making such services workable for the site will be paid from the \$100,000 and the Board of County Commissioners will receive documentation of such installation and the costs, therein.
- F. The Engineering of the Industrial Park and all the needed subsequent engineering necessary to accommodate additional tenants will be paid for from the \$100,000 and the Board of County Commissioners will receive documentation of those costs, as appropriate.
- G. The Industrial Park will need appropriate signage and such signage will be secured using funds from the \$100,000. The Board of County Commissioners will receive documentation of those costs, as appropriate.
- H. Huerfano County Economic Development anticipates that there will be additional unknown expenses that arise and will have to be paid in order to make the Industrial Park a reality. To the extent possible, such expenses will be paid for from the \$100,000.
- I. Huerfano County Economic Development agrees to not sell, transfer, or otherwise convey the 10+/- acres for the Truck Driving School for any amount less than \$100,000 without the written consent of the Board of County Commissioners. The proceeds of any such sale shall be retained by Huerfano County Economic Development and used to the benefit of its programs and operations. The parties agree that this provision will expire on August 1, 2029.

This letter of agreement constitutes the complete and final expression of the agreement between the Parties.

Both Parties agree that should any paragraph or part of this agreement be rendered void or unenforceable due to the availability of resources, such determination shall not render any other portion of this agreement invalid.

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name: Arica Andreatta
Title: Chairman, Board of County Commissioners

Attest:

By: _____

Date Signed: _____

County Clerk and Recorder

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Huerfano County Economic Development Inc.

By: _____

Date Signed: _____

Name: Lola Spradley
Title: President

Attest:

By: _____

Date Signed: _____

Name: _____

Title: _____