

**SUBDIVISION IMPROVEMENTS AND PUD DEVELOPMENT AGREEMENT
FOR COAL SEAM PUD LOTS 1A AND 1B**

THIS SUBDIVISION IMPROVEMENTS AND PUD DEVELOPMENT AGREEMENT FOR COAL SEAM PUD LOTS 1A AND 1B (hereinafter “SIA” or “Agreement”) is made this ____ day of _____, 2026, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (hereinafter the “Town”), and Coal Seam, LLC (hereinafter “Developer”):

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located within the Town of New Castle, Colorado, more particularly described on **Exhibit A** hereto (the “Property”); and

WHEREAS, the Property is known as the Coal Seam PUD, which was approved by Ordinance No. 2026-1, and recorded on January _____, 2026, at Reception No. _____; and

WHEREAS, the Property was approved for development as described and depicted on the Coal Seam PUD Site Plan dated March ____, 2026, and the final subdivision plat for the Property, subject to the terms and conditions set forth in Ordinance No. 2026-1; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this SIA are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this SIA is to set forth the terms and conditions to be met by the Developer in connection with developing the Property; to set forth the fees to be paid by the Developer in connection with the development; and to constitute the SIA provided for in Ordinance No. 2026-1 and Sections 16.32.010 and 16.36.040(D)(2) of the Town Code. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. 2026-1, the Town Code, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided herein.

3. Definition of the Submittal. For purposes of this Agreement, the “Submittal” or the “Application” all the documents and information listed in Exhibit B attached to

Ordinance No. TC 2026-1, which are incorporated herein by reference. Any terms defined in Ordinance TC 2026-1 and used herein shall have the same meaning for purposes of this Agreement.

4. Reserved.

5. Representations Reflected in the Minutes. The Developer shall comply with all representations made by the Developer or its agents or representatives and reflected in the minutes of any Planning Commission public hearings and Town Council hearings and meetings regarding the Application.

6. Public Improvements. The Public Improvements required by this Agreement are listed in **Exhibit B** attached hereto (the “Public Improvements”), and the estimated costs for construction of such Public Improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with (i) the plans and specifications submitted by the Developer and approved in writing by the Town Engineer, (ii) the Town of New Castle Public Works Manual then in effect, and (iii) any utility plan (hereinafter collectively referred to as “Plans and Specifications”). The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. To the extent that any underground Public Improvements are installed within easements outside the public right-of-way, the Town shall have no duty to repair or restore sidewalks, stairs, landscaping, or other private improvements that may be damaged or removed during excavation for repair, maintenance, or replacement of such underground facilities. Maintenance of any onsite drainage easements and detention ponds shall be the responsibility of any owner’s association or sub-association and not the Town; provided that if the association or sub-association fails to do so then the Town shall have the right, but not the obligation, to perform such maintenance and to charge such expenses to the association or sub-association.

7. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer, Public Works Director, and the Developer, its engineer and contractor for the purpose of discussing all construction issues that may arise in connection with the installation of the Public Improvements and any Right-of-Way permits and conditions related thereto that may be required. Prior to the pre-construction meeting, Developer shall submit a construction phasing and management plan.

B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer’s engineer to provide, when improvements are submitted to the Town for acceptance, a stamped

certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

- C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 8 and 9 below.

8. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the date of recording of the Final Plat. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 11 is similarly so extended by the Developer in a form approved by Town staff. The Developer is entitled to begin construction of the Public Improvements at any time after the Final Plat is recorded, the performance guarantee required under Paragraph 11 is provided to the Town, and all necessary permits have been obtained. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins, and (2) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein.

Upon the Developer's completing construction of the Public Improvements, the Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten

(10) business days after the Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall, at its expense, have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

9. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements, Developer shall provide the Town with a policy of title insurance for at least \$25,000 to insure title to any real property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this SIA for a period of twenty-four (24) months from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- C. The title conveyed shall be good and its transfer rightful.

11. Performance Guarantee. The total amount of required security for the Public Improvements shall be the amount specified on Exhibit B, which includes a 15% contingency.

- A. In order to secure the construction and installation of the Public Improvements above described for which the Developer is responsible, the Developer shall, prior to recording of the Final Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution acceptable to the Town, which letter of credit shall be valid for at least 15 months from the date of recording of the Final Plat (sometimes herein, "letter of credit" or "Performance Guaranty"). If the time for completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit prior to accepting it.
- B. Developer's failure to complete the Public Improvements within the time required by this SIA shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved as provided herein.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit B attached hereto, which includes a 15% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit B, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. No more frequently than once every quarter, Developer shall be entitled to request partial releases or reductions of the Performance Guaranty as portions of the Improvements are completed and approved by the Town as provided in Section 16.32.020(A) and this Agreement. In order to obtain a partial release or reduction of the Performance Guaranty, Developer shall submit to the Town clerk a Certificate of Partial Completion signed by Developer's Engineer describing the portion of the Public Improvements

completed, and the cost allocation associated with such completed improvements. Such Certificate of Partial Completion shall certify that the Public Improvements have been completed and installed in substantial conformance with the Plans and Specifications and shall include a summary of the actual costs for Public Improvements incurred to the date of the Certificate. After delivery of a Certificate of Partial Completion, the Town shall have a period of thirty days within which to inspect such portion of the Public Improvements. Following inspection, the Town Engineer shall either (i) provide written notice to Developer of any deficiencies in the Public Improvements, describing the deficiency between the Public Improvements as constructed and the Plans and Specifications; or (ii) make a written report to the Town Council as to the status of the Public Improvements included in the Certificate of Partial Completion and the acceptance process and recommending whether and to what extent the Performance Guaranty should be released. If the Town provides Developer a letter of deficiency with respect to any portion of the Public Improvements for which Developer has filed a Certificate of Partial Completion, then the Town's Engineer shall meet with Developer's engineer to discuss and agree on any requirements necessary to bring such Improvements into conformity with the Plans and Specifications.

If no notice of deficiency is provided, or after all deficiencies have been resolved, Town Council shall approve (with or without conditions) or deny the request for partial release at the next regularly-scheduled Town Council meeting, subject to notice requirements and available time on the agenda as determined by the Town clerk. Upon approval of a partial release of the Performance Guaranty by Council, the Town shall prepare and deliver to Developer all documents reasonably requested to release the portion of the Performance Guaranty.

The portion of the Performance Guaranty proposed to be released shall be an amount based on the relationship between actual and estimated costs of such portion of the Public Improvements as provided on Exhibit B so that the remaining amount of the Performance Guaranty related to the then-incomplete portion of the Public Improvements is sufficient for completion of such remaining portion of the Public Improvements. For example, if Developer has completed 50% of the work associated with any particular Public Improvement and actual costs for the construction of such 50% of the Improvement are 10% above the estimated cost of 50% of such Public Improvement, then it shall be assumed that the actual cost of the remaining 50% of such Public Improvement will be 10% above the estimated cost for such remaining 50%.

The amount proposed for release shall be the total amount of the Performance Guaranty associated with the particular Public Improvement minus an amount sufficient to pay for the revised estimated completion

amount (as calculated based on actual costs in accordance with the preceding paragraph). In no case shall the amount released reduce the amount remaining below the then-estimated amount to complete the remaining Public Improvement(s). Notwithstanding the foregoing, the amount of the Performance Guaranty ultimately released shall be subject to review and approval by Town Council as provided in this subsection.

- E. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the Performance Guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.
- F. Neither approval of any reduction to the letter of credit, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur in accordance with Section 16.32.020 of the Town Code.

12. EQRs and Tap Fees. The EQR rating development of the Property shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit, but based on the EQR calculations set forth on **Exhibit C**. Exhibit C reflects the tap fees and dedication fees in effect as of the date of this Agreement. The actual fees to be paid shall be calculated based on the EQRs as stated on Exhibit C and the rates in effect at the trigger date for payment. Pursuant to Section 13.20.020 of the Code, tap fees shall be paid at the time Developer applies for utility service, *i.e.* at the time of issuance of a building permit for the construction of a building (the "Tap Fee Trigger Date"). In the interest of encouraging economic development, the Town agrees to allow the Developer to pay the tap fees over time, provided that Developer shall be required to execute a 5-year promissory note evidencing such obligation as of the Tap Fee Trigger Date. The promissory note shall provide for periodic payments and be interest-free except in the event of default. The default interest rate shall be 8% annually. The Town Attorney is authorized to prepare the form of the promissory note without further Town Council action.

If the plans for any of the buildings or units are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses, then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted accordingly, with the difference either credited to or paid by Developer as appropriate. Any such modifications

to the buildings or units shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

13. Revegetation and Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department. All seeding and revegetation of all disturbed areas shall be considered part of the Public Improvements within the meaning of this SIA. Upon Developer's completion of the landscaping, revegetation, and weed control measures required herein, Developer shall certify such completion in writing. Once the Town approves the landscaping and revegetation in writing, Developer shall warrant the landscaping for two full growing seasons after planting. Failure of Developer to honor such warranty shall be a breach of this SIA.

14. Off-Site Easements and Dedications. Prior to issuance of a building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

15. Title Policy. Prior to the recordation of the Final Plat, the Developer shall provide the Town with a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever that would impair the use of the Property as proposed by the Submittal. Further, said title commitment, and/or an additional title commitment, shall show that any other property to be dedicated to the Town pursuant the approved Final Plat is free and clear of all encumbrances that would make said dedications unacceptable as the Town in its reasonable discretion determines. All onsite and offsite dedications of rights of way, open space, parks, easements, and other real property interests shall be insured by a policy of title insurance in the amount of \$25,000. The title insurance policy may contain exceptions only as reasonably determined by the Town Attorney. All requirements of the commitment for title insurance shall be met prior to recordation of the Final Plat. At the time of recording, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances that would impair the use of the Property as proposed or that would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town prior to the recordation of the Final Plat.

16. Water Rights Dedication. Developer shall pay to the Town, prior to and as a condition of recordation of the Final Plat (the "Water Rights Fee Trigger Date"), cash in lieu of water rights dedication at the rate of \$6,000 per EQR as shown on Exhibit C or such other amount as may be in effect at the time of recordation of the Final Plat. The total EQRs for water rights dedication shall match Exhibit C unless adjusted in the same manner as set forth above in Section 12, if applicable. The Town agrees to allow

Developer to pay the water rights dedication fees over time via a 5-year promissory note executed on the Water Rights Fee Trigger Date. The promissory note shall provide for periodic payments and be interest-free except in the event of default. The default interest rate shall be 8% annually. The Town Attorney is authorized to prepare the form of the promissory note without further Town Council action.

17. Recreational Facilities Development Fee. At the time of building permit, Developer or its successor shall be required to pay the Recreational Facilities Development Fee pursuant to the provisions of Chapter 15.40 of the Town Code in the amount in effect at the time of the building permit application.

18. Owners Association; Covenants. Developer shall record the declaration of covenants for the Property at the time the Final Plat is recorded.

19. Grading and Excavation. No grading or excavation shall occur on the Property until the Final Plat has been recorded and security has been provided for all Public Improvements as required by this Agreement.

20. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, other provisions of this Agreement, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. The Final Plat and this SIA have been approved by Town Staff, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.
- B. The Performance Guarantee has been provided to the Town in accordance with this SIA.
- C. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components and any others set forth in Ordinance 2026-1:
 1. Traffic flow for construction equipment as each phase is completed;
 2. Traffic flow for pedestrians and private vehicles;
 3. Safety measures or procedures isolating construction from occupied units;
 4. Safety measures or procedures for occupants of finished units;
 5. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction; and
 6. Storage and staging areas for construction equipment and materials.

- D. All conditions and concerns identified by the Public Works Department and/or the Town Engineer have been addressed and resolved to the satisfaction of Town staff.
- E. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan and lighting plan, have been submitted to and approved by Town staff.
- F. All invoices from the Town have been paid by the Developer.
- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office.

In addition, no Certificate of Occupancy shall be issued until the Town Engineer has determined that the Property has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town; and

21. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of the Property and the applications and approvals referenced in this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

22. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer and the Town. Developer agrees that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance No. TC 2026-1, are agreed to and constitute the voluntary actions of the Developer.

23. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include:

- A. Refusing to issue to Developer or its successor any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town

Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

24. Assignment. This Agreement may not be assigned by the Developer other than to a wholly-owned affiliate or subsidiaries of Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

25. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town concerning any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

26. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

27. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties concerning the Phase 1 Public Improvements, with the exception of any other agreements or representations expressly set forth herein.

28. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties recorded in the Garfield County records.

29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

30. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

32. Attorney Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, the prevailing party shall be entitled to attorney fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

33. Authority. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

34. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. The parties hereto consent to the use of electronic signatures, which shall be as binding as if they were handwritten.

35. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent

COAL SEAM LLC, a Colorado limited liability company

BY: _____
Name: Abdi Prizadeh
Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged and signed before me this ____ day of _____, 2026, by Abdi Prizadeh, _____ of Coal Seam LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT A
Legal Description

EXHIBIT B
Cost Estimate