

RESOLUTION NO. 098
OF THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN
RENEWAL AUTHORITY APPROVING A TAX INCREMENT REVENUE
AGREEMENT WITH LARIMER COUNTY REGARDING PROPERTY TAX
INCREMENT UNDER THE COLLEGE AND DRAKE URBAN RENEWAL PLAN

WHEREAS, the Fort Collins Urban Renewal Authority (the “Authority”) was established in 1982 under and in accordance with the Colorado Urban Renewal Law, Colorado Revised Statutes (“C.R.S.”) § 31-25-101, et seq. (the “Urban Renewal Law”); and

WHEREAS, as authorized in C.R.S. § 31-25-107(1)(b), the Board of Commissioners of the Authority (the “Board”) adopted on July 9, 2018, Resolution No. 087 commissioning an existing conditions study (the “Study”) of an area encompassing the northwest and southwest corners of the Drake Road and College Avenue intersection, along with adjacent public right-of-way; and

WHEREAS, the Board also directed Authority staff to prepare a proposed urban renewal plan (“Urban Renewal Plan”) for the area legally described in the Urban Renewal Plan and commonly referred to as College & Drake (“Plan Area”), and that the Urban Renewal Plan describe an urban renewal project for the elimination and prevention of the blight identified in the Study that includes a proposal for offering tax increment financing by retaining the incremental property tax revenues from other taxing entities levying a tax in the Plan Area as a tool to fund public improvements in and around the Plan Area to stimulate and leverage private development in the Plan Area; and

WHEREAS, the Board also adopted on July 9, 2018, Resolution No. 088 directing the Authority’s Executive Director to provide Resolution No. 088 to the governing boards of all affected taxing entities as the Authority’s notice under C.R.S. § 31-25-107(9.5)(a) of the Urban Renewal Plan and the Authority’s intent to begin negotiations with the representatives of these boards to reach agreement on how the incremental property tax revenues generated in the Plan Area will be shared; and

WHEREAS, Larimer County (the “County”) and the Authority, along with other taxing districts, have undertaken and utilized a system prepared by the Larimer County TIF Study Group in 2015-2016 (the “Fiscal Impact Model”), to assess the financial and economic impacts of the Urban Renewal Plan on the County and other taxing districts; and

WHEREAS, the Fiscal Impact Model and Study have been completed and the Authority’s Executive Director and his staff have prepared the proposed Urban Renewal Plan and entered into negotiations with the representatives of the governing boards of the affected taxing entities, including the County; and

WHEREAS, as result of negotiations with the County, the “Tax Increment Revenue Agreement” attached as Exhibit “A” and incorporated herein by reference has been negotiated between the Authority and the County (the “Tax Increment Revenue Agreement”); and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution, C.R.S. § 29-1-201, et seq. and C.R.S. § 31-25-112 of the Urban Renewal Law, provide for and encourage urban renewal

authorities and governmental entities within Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating with each other to accomplish specific public purposes; and

WHEREAS, the Authority and the County have determined that it is in the best interests of both parties to enter into the Tax Increment Revenue Agreement to cure conditions of blight, facilitate the redevelopment of the Plan Area, construction of necessary improvements and the handling of property tax increment revenues, as more fully set forth in the Tax Increment Revenue Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL AUTHORITY as follows:

Section 1. That the Authority hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Authority hereby approves the Tax Increment Revenue Agreement; provided however, that this approval is conditioned upon and subject to the Fort Collins City Council's future consideration and approval of the Urban Renewal Plan.

Section 3. That the Chair is authorized to enter into the Tax Increment Revenue Agreement on the Authority's behalf in substantially the form attached as Exhibit "A," subject to minor modifications, including technical or grammatical changes, but not including any substantive changes which are not consistent with the intent of this Resolution or the Tax Increment Revenue Agreement, as the Chair, in consultation with the Authority's Executive Director and the Authority's Attorney, may determine to be necessary and appropriate to protect the interests of the Authority or to the effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Board of Commissioners of the City of Fort Collins Urban Renewal Authority this 24th day of April, A.D. 2019.


Chair

ATTEST:


Secretary



TAX INCREMENT REVENUE AGREEMENT
(Larimer County, Foothills Gateway and Larimer County Pest Control District)
(College & Drake Urban Renewal Plan)

This Tax Increment Revenue Agreement (the “Agreement”) is entered into as of _____, 2019 (the “Effective Date”) by and between the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 222 LaPorte Avenue, P.O. Box 580, Fort Collins, CO 80522, the BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO, a political subdivision of the State of Colorado (“Larimer County”), whose address is 200 West Oak Street, Suite 2200, Fort Collins, CO 80521, Foothills Gateway, a 501(c)(3) nonprofit Colorado corporation (“Foothills Gateway”), whose address is 301 Skyway Drive, Fort Collins, CO 80525, and Larimer County Pest Control District a/k/a Larimer County Weed Control District, a County district formed pursuant to C.R.S. 35-5-101 *et seq.* (“Pest Control District”), whose address is 2649 E. Mulberry Street, Suite 6, Fort Collins, CO 80524. The Authority and the County are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Parties. Larimer County levies ad valorem property taxes on behalf of Larimer County. Larimer County levies an ad valorem property tax to support and provide services to the developmentally disabled pursuant to C.R.S. 25.5-10-206 C.R.S. This ad valorem tax is specifically designated to support and purchase services from Foothills Gateway. The Pest Control District levies ad valorem property taxes pursuant to C.R.S. 35-5-111 and its governing board is made up of the Larimer County Board of County Commissioners, and its staff work is handled by Larimer County staff. In light of the coordinated relationships of Larimer County, Foothills Gateway and the Pest Control District, the Parties are entering into this multi-party Agreement.

B. Proposed Redevelopment. The Parties have been advised that the real property described in Exhibit A (the “Property”) lying within the corporate limits of the City of Fort Collins (the “City”) is being studied for designation as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as a mixed use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

C. Urban Renewal and Tax Increment Financing. To accomplish the proposed redevelopment and to provide certain required improvements, the Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled the “College & Drake Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Improvements. The proposed Plan that includes the Property has been provided to the County under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

D. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

E. Fiscal Impact Model. The County and the Authority, along with other taxing districts, have undertaken and utilized a system prepared by the Larimer County TIF Study Group in 2015-2016 (the “Fiscal Impact Model”), to assess the financial and economic impacts of the Plan on the County and other taxing districts. The County and the Authority agree that the Fiscal Impact Model is being utilized in place of the Impact Report required to be submitted to Larimer County by §31-25-107(3.5) of the Act. Pursuant to §31-25-107(9.5)(b) and §31-25-107(11) of the Act, Larimer County hereby waives the requirement that the Authority submit the Impact Report.

F. Equitable Deal Structure. The County and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure including a significant contribution of City incremental property tax and incremental sales tax revenues.

G. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on County services associated solely with the Urban Renewal Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1 “Affordable Housing” means affordable housing for rent or for sale as defined in the Fort Collins Municipal Code, as such shall be amended from time to time. As of the date of this Agreement, the definition is:

- (As to for-rent housing) Affordable housing unit for rent shall mean a dwelling unit which is available for rent on terms that would be affordable to households earning eighty (80) percent or less of the median income of City residents, as adjusted for family size, and paying less than thirty (30) percent of their gross income for housing, including rent and utilities. The unit must be occupied by and affordable to such low-income household(s) for a period of not less than twenty (20) years.

- (As to for-sale housing) Affordable housing unit for sale shall mean a dwelling unit which is available for purchase on terms that would be affordable to households earning eighty (80) percent or less of the median income of City residents, as adjusted for family size, and paying less than thirty-eight (38) percent of their gross income for housing, including principal, interest, taxes, insurance, utilities and homeowners' association fees. The unit must be occupied by and affordable to such low-income household(s) for a period of not less than twenty (20) years.

1.2 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.3 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.4 “Authority” means the Party described in the Preamble to this Agreement, the Fort Collins Urban Renewal Authority, a body corporate and politic of the State of Colorado.

1.5 “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

1.6 “Cap” means the maximum amount of County Increment which may be received by the Authority pursuant to this Agreement, which amount is \$3,759,000, unless the Parties agree in writing to a different amount. The Authority shall use good faith efforts to calculate the County Increment as accurately as possible from the Total Property Tax Increment Revenues received from the County Assessor.

1.7 “City” means the Party described in Recital A to this Agreement, the City of Fort Collins, Colorado.

1.8 “City Net New Sales Tax Increment” means the incremental revenues generated by the City’s 2.25 percent general fund sales tax, after deducting from the total sales tax increment received the base sales tax revenues the City currently receives from the existing grocery store which is planned to be relocated as part of the Project.

1.9 “County” means Larimer County, Colorado.

1.10 “County Increment” means the portion of Property Tax Increment Revenues generated by the collective County’s mill levy, not including the Foothills Gateway and the Pest District mill levies, received by the Authority from the County Treasurer.

1.11 “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report.

1.12 “Eligible Costs” means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act. For purposes of this Agreement, the Eligible Costs associated with the Improvements are shown in Exhibit B, subject to an annual escalation factor as reported by the Engineering News Record (ENR).

1.13 “Fiscal Impact Model” means the system prepared by the Larimer County TIF Study Group in 2015-2016, to assess the financial and economic impacts of the Plan on the County and other taxing districts.

1.14 “Impact Report” means the impact report setting forth the burdens and benefits of the Urban Renewal Project pursuant to §31-25-107(3.5) of the Act, which requirement is being waived by Larimer County pursuant to §31-25-107(9.5)(b) and §31-25-107(11) of the Act.

1.15 “Improvements” means the public improvements and private improvements listed on Exhibit “B” attached hereto to be constructed on the Property pursuant to the Plan.

1.16 “Party” or “Parties” means the Authority or the County or both and their lawful successors and assigns.

1.17 “Plan” means the urban renewal plan defined in Recital C above.

1.18 “Project” shall have the same meaning as Urban Renewal Project.

1.19 “Property Tax Increment Revenues” means the incremental property tax revenues, excluding those generated by the Foothills Gateway and Pest Control District mill levies, derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project.

1.20 “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

1.21 “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.22 “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.23 “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. FISCAL IMPACT MODEL. The Parties acknowledge and agree that the Fiscal Impact Model addresses the following information, typically provided in an Impact Report pursuant to C.R.S. 31-25-107(3.5)(a), and hereby make and adopt the following findings relating to the Fiscal Impact Model as a substitute for the Impact Report:

(a) The Duration of time estimated to complete the Urban Renewal Project is the earlier of the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act, or until the payment in full of any debt, as defined in the Act, incurred to pay for the Improvements.

(b) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement.

(c) The nature and relative size of the revenue and other benefits expected to accrue to the City, the County and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Fiscal Impact Model and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on County and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;
- (iv) The cost of additional County and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;
- (v) The initial operating costs of the Parties and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vi) Although not analyzed as part of the Fiscal Impact Model, pursuant to the Act, the Parties have also considered, and this Agreement addresses, the legal limitations on the use of revenues belonging to the Parties, the City and any taxing entity in accordance with HB 15-1348 and SB 18-248; and

Although not analyzed as part of the Fiscal Impact Model, the Parties agree that this Agreement also addresses the other estimated impacts of the Urban Renewal Project on County services or revenues in accordance with §31-25-107(3.5) of the Act.

3. PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1 County Increment Revenues. Larimer County and the Authority agree, subject to Section 5, that the Authority may retain and expend in furtherance of the Urban Renewal Project sixty percent (60%) of the County Increment, commencing on the date of approval by the City of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of any debt, as defined in the Act, incurred to pay for the Improvements; or 3) the date on which the Cap Amount is reached, after which time the County Increment shall be paid by the County Assessor to the County and not to the Authority. The Authority shall annually provide a written report to the County on progress towards completion of the Improvements included in Exhibit B. The report shall include information related to any significant changes in project scope or cost.

3.2 All County Increment will be deposited into the Special Fund. No County Increment will be deposited or transferred into any other Authority Fund or into the general fund

or any other fund maintained by the City of Fort Collins, except that the Parties agree that the Authority may transfer County Increment to the City in order to reimburse the City for construction of Improvements, to the extent the City is undertaking such construction on behalf of the Authority.

3.3 The Authority may not expend County Increment on items added to the list of Improvements attached as Exhibit B, unless the County has provided consent in writing.

4. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The County recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(12) of the Act, the adoption and approval of the Plan may include an irrevocable pledge of all of the Property Tax Increment Revenues, including the County Increment, to pay the Authority's Bonds (if any are issued) and other financial obligations in connection with the Urban Renewal Project. The Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act pursuant to §31-25-107(9)(b) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the County Increment Revenues.

5. AFFORDABLE HOUSING. The Authority agrees it will use best efforts to include in its agreement with the Project owner/developer a provision requiring owner/developer to use best efforts to include at least 10% of the total units provided to be dedicated to Affordable Housing. In the event the Authority is unable to obtain this Affordable Housing provision in the agreement, the County Increment Revenues specified in Section 3.1 shall be reduced to fifty percent (50%) of the County Increment. Such Affordable Housing shall be commensurate with the details of the presentation made by owner/developer on December 5, 2018 to the Fort Collins URA Board. If the agreement between the Authority and the owner/developer includes the Affordable Housing provision but notwithstanding this provision, the owner/developer ultimately determines it is unable to provide all or any amount of Affordable Housing, owner/developer upon making such determination shall provide to Authority and County a written explanation of all circumstances preventing provision of Affordable Housing, but the County Increment Revenues shall not be reduced to fifty percent (50%).

6. CITY OF FORT COLLINS CONTRIBUTION. The County's obligation to pay the County Increment is expressly contingent on the City of Fort Collins' agreement to dedicate 50% of City Net New Sales Tax Increment to the Project.

7. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the County of any intended modification of the Plan as required by §31-25-107(7) of the Act. This Agreement is not part of the Plan.

8. WAIVER. The County agrees that it has already received information equivalent to the information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in

the form of an impact report, and therefore hereby waives that requirement. The County does not waive any other notice requirements under the Act.

9. LIMITATION OF AGREEMENT. This Agreement applies only to the County Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Larimer County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the County, City or the Authority.

10. MISCELLANEOUS.

10.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

10.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the County. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

10.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of “Bonds” in the Act, including payment of Eligible Costs or any other lawful financing obligation.

10.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.14 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.15 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

10.16 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address

for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

10.17 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

10.18 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those Projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

10.19 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

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IN WITNESS WHEREOF, the Authority, Larimer County, Foothills Gateway and the Pest Control District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

LARIMER COUNTY, COLORADO, a political subdivision of the State of Colorado

By: _____
Title: _____

ATTEST: _____

By: _____

FOOTHILLS GATEWAY, a

By: _____
Title: _____

ATTEST: _____

By: _____

LARIMER COUNTY PEST CONTROL DISTRICT, a _____

By: _____
Title: _____

ATTEST: _____

By: _____

FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado

By: _____
Title: _____

ATTEST: _____

By: _____

Exhibit A

The Property

DESCRIPTION OF URA DRAKE-COLLEGE

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, THE SOUTHWEST QUARTER OF SECTION 24, THE NORTHWEST QUARTER OF SECTION 25, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY OF FORT COLLINS; COUNTY OF LARIMER; STATE OF COLORADO; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, K-MART PLAZA SUBDIVISION;
THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 4 TO THE EAST RIGHT-OF-WAY LINE OF S. COLLEGE AVENUE;
THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF E. DRAKE ROAD;
THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST BOUNDARY OF THE TRACT DESCRIBED IN THE WAHMANLY DEED RECORDED AUGUST 29, 2016 AT RECESSION NO. 20160057285;
THENCE SOUTHERLY ALONG SAID PROLONGATION LINE TO THE NORTHEAST CORNER OF SAID TRACT;
THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. DRAKE ROAD TO THE EAST RIGHT-OF-WAY LINE OF S. COLLEGE AVENUE;
THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF W. THUNDERBIRD DRIVE;
THENCE WESTERLY ALONG SAID EASTERLY PROLONGATION, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID W. THUNDERBIRD DRIVE, AND ALONG ITS WESTERLY PROLONGATION TO THE WEST RIGHT-OF-WAY LINE OF THE BNSF RAILWAY;
THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT 60.00 FEET SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF W. DRAKE ROAD;
THENCE WESTERLY, PERPENDICULAR TO THE LAST COURSE, TO THE WEST RIGHT-OF-WAY LINE OF REDWING ROAD;
THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE AND ITS NORTHERLY PROLONGATION TO THE NORTH RIGHT-OF-WAY LINE OF W. DRAKE ROAD;
THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST EDGE OF ASPHALT OF BAY ROAD;
THENCE NORTHERLY ALONG SAID WEST EDGE OF ASPHALT, TO THE POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 2, EXTENSION OF K-MART PLAZA SUBDIVISION;
THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION, ALONG SAID NORTH LINE OF LOT 2, AND ALONG THE NORTH LINE OF LOT 4, K-MART PLAZA SUBDIVISION TO THE **POINT OF BEGINNING**.



Exhibit B

Description/List of Improvements

| Item | Development Related (Financial Gap) | Plan Area Improvements (Blight Remediation) | Plan Related Expenditures (Subtotal) | Additional Opportunities (Community Benefit) | Total |
|--|-------------------------------------|---|--------------------------------------|--|---------------|
| Intersection Improvements & Safety | \$ 125,000 | \$ 3,900,000 | \$ 4,025,000 | \$ - | \$ 4,025,000 |
| 1. Dual Left Turns EB Drake to NB College | \$ 10,000 | \$ 740,000 | \$ 750,000 | \$ - | \$ 750,000 |
| 2. Pedestrian Refuge Islands (Drake & College) | \$ 15,000 | \$ 210,000 | \$ 225,000 | \$ - | \$ 225,000 |
| 3. Relocate College Ave. Street Lights from Medians | \$ - | \$ 250,000 | \$ 250,000 | \$ - | \$ 250,000 |
| 4. Right Turn Decel. Lane EB Drake to SB College | \$ 100,000 | \$ - | \$ 100,000 | \$ - | \$ 100,000 |
| 5. Color concrete crosswalks at Drake & College (4 Total) | \$ - | \$ 350,000 | \$ 350,000 | \$ - | \$ 350,000 |
| 6. New Traffic Signal System at Drake & College | \$ - | \$ 350,000 | \$ 350,000 | \$ - | \$ 350,000 |
| 7. Extend Concrete Pavement on Drake for College Approach | \$ - | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ 1,250,000 |
| 8. Dual Left Turns WB Drake to SB College | \$ - | \$ 750,000 | \$ 750,000 | \$ - | \$ 750,000 |
| Bicycle & Multi-Use Improvements & Safety | \$ 150,000 | \$ 1,490,000 | \$ 1,640,000 | \$ - | \$ 1,640,000 |
| 1. McClelland & MAX Promenade | \$ 150,000 | \$ 90,000 | \$ 240,000 | \$ - | \$ 240,000 |
| 2. Eastside College Multi-use path | \$ - | \$ 150,000 | \$ 150,000 | \$ - | \$ 150,000 |
| 3. Bike & Pedestrian Grade Separated Crossing - Mason Trail | \$ - | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ 1,250,000 |
| Traffic Safety Improvements | \$ 325,000 | \$ 1,300,000 | \$ 1,625,000 | \$ - | \$ 1,625,000 |
| 1. Mid-block left turns on Drake - College & McClelland | \$ - | \$ 400,000 | \$ 400,000 | \$ - | \$ 400,000 |
| 2. Thunderbird Improvements - College to McClelland | \$ 100,000 | \$ 50,000 | \$ 150,000 | \$ - | \$ 150,000 |
| 3. Connecting Roadways - East to West | \$ 225,000 | \$ - | \$ 225,000 | \$ - | \$ 225,000 |
| 4. Access / turn lane improvements on Drake - College to Redwing | \$ - | \$ 600,000 | \$ 600,000 | \$ - | \$ 600,000 |
| 5. Access / turn lane improvement on Drake - College to Harvard | \$ - | \$ 250,000 | \$ 250,000 | \$ - | \$ 250,000 |
| Parking Management | \$ - | \$ - | \$ - | \$ 200,000 | \$ 200,000 |
| 1. Expand and/or Acquire the Easement | \$ - | \$ - | \$ - | \$ 200,000 | \$ 200,000 |
| Pedestrian & Sidewalk Improvements <small>(ADA Compliance)</small> | \$ 530,000 | \$ 115,000 | \$ 645,000 | \$ - | \$ 645,000 |
| 1. Detached sidewalks with landscaped parkways | \$ - | \$ 115,000 | \$ 115,000 | \$ - | \$ 115,000 |
| 2. Mid-Block Drive/Private Street Sidewalk & Enhancements | \$ 530,000 | \$ - | \$ 530,000 | \$ - | \$ 530,000 |
| Landscaping & Streetscape | \$ - | \$ 500,000 | \$ 500,000 | \$ - | \$ 500,000 |
| 1. Landscape Medians Per Streetscape Standards | \$ - | \$ 500,000 | \$ 500,000 | \$ - | \$ 500,000 |
| Transit Access & Improvements | \$ 85,000 | \$ 85,000 | \$ 170,000 | \$ - | \$ 170,000 |
| 1. Bus Stop Improvements on Drake Road (4 Total) | \$ 85,000 | \$ 85,000 | \$ 170,000 | \$ - | \$ 170,000 |
| Other Expenses | \$ 4,660,000 | \$ - | \$ 4,660,000 | \$ - | \$ 4,660,000 |
| 1. Demolition (Include Underground Tank Remediation) | \$ 700,000 | \$ - | \$ 700,000 | \$ - | \$ 700,000 |
| 2. On-site Low Impact Design Requirements (Water Quality) | \$ 410,000 | \$ - | \$ 410,000 | \$ - | \$ 410,000 |
| 3. On-site Public Sitework | \$ 3,000,000 | \$ - | \$ 3,000,000 | \$ - | \$ 3,000,000 |
| 4. Site Utility Infrastructure | \$ 550,000 | \$ - | \$ 550,000 | \$ - | \$ 550,000 |
| 5. Affordable Housing Commitment (Covered by Developer) | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 5,875,000 | \$ 7,390,000 | \$ 13,265,000 | \$ 200,000 | \$ 13,465,000 |

* NOTE: Costs may escalate based on the Engineering News Record annual rate for the Denver/Boulder Metropolitan Statistical Area