

COOPERATION AGREEMENT

This COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 2022 (the “Effective Date”), by and between the **CITY OF COLORADO SPRINGS, COLORADO**, a home-rule city and Colorado municipal corporation, **dba MOUNTAIN METROPOLITAN TRANSIT** (“City”), the **CITY OF COLORADO SPRINGS, COLORADO**, on behalf of the **COLORADO SPRINGS PARKING ENTERPRISE** (“Enterprise”), the **COLORADO SPRINGS URBAN RENEWAL AUTHORITY** (“CSURA”), and **NOR’WOOD LIMITED, INC.**, a Colorado corporation **dba NORWOOD DEVELOPMENT GROUP** (“Developer”). City, Enterprise, CSURA and Developer are sometimes hereinafter collectively referred to as the “Parties” and individually as a “Party.”

Recitals

A. The City is proposing to use a public private partnership model to create a mixed use development comprised of a new multi-modal downtown transit center to replace its existing Downtown Transit Terminal currently located at the southwest corner of Nevada Avenue and Kiowa Street, which new transit center is intended to operate as a multimodal transportation center to serve as a hub for Mountain Metro Transit local bus operations; Bustang and Greyhound intercity bus operations; taxis and transportation network companies; bike share; and pedestrians (collectively, the “DTC”). The DTC will be designed to be welcoming and include parking facilities and an attractive and convenient customer waiting area/lobby, with easy and safe bus access, circulation, ingress, and egress. Additionally, the City desires to cooperate with Developer to enable development of integrated or adjacent private uses including shared parking facilities and new residential, office, retail, restaurant or hospitality development (collectively, the “Private Improvements”). Collectively, the DTC and the Private Improvements will constitute the “Project.” The City, Enterprise and Developer will determine their respective responsibilities as they relate to the various project components in a collaborative planning and design process.

B. To determine an appropriate location for the new DTC, the City completed the Downtown Transit Station Relocation Study in December 2017 (the “2017 Study”). The 2017 Study assessed 27 sites against operational, safety, customer need, and economic development goals. The study process included a technical committee, stakeholder groups, and public meetings. The 2017 Study recommended three finalist sites, all of which would meet transit operational needs, as well as the other project goals. A Mayor-appointed steering committee prioritized the three final sites and offered project guidance.

C. After completion of the 2017 Study, the City assessed three additional sites against the project goals. Through this additional assessment, the City identified the property owned by Developer located at the northeast corner of Nevada Avenue and Pikes Peak Avenue, as shown on Exhibit A attached hereto and made a part hereof Property as

the preferred site for the DTC. The Developer has expressed interest in working with the City on development of the Property.

D. In addition to replacing the City's current outdated transit facility, the City anticipates that the Project will help catalyze an economic revitalization of the downtown area around the Property, connecting and extending key commercial corridors on Tejon Street and Pikes Peak Avenue across Nevada Avenue to the east, while providing a centralized hub of multimodal transportation that will more effectively serve the City's downtown today and into the future. It is anticipated that the DTC will expand the community's use of public transportation by creating a more efficient system and a more desirable experience and amenitized environment.

E. The City, Enterprise and Developer contemplate that construction of the DTC would be undertaken, in part, using funding from the Federal Transit Administration ("FTA") and the Colorado Department of Transportation ("CDOT"). The Parties understand that they would be required to follow applicable federal and State grant requirements. The City, Enterprise and Developer further understand that to the extent the DTC is pursued as an FTA joint development project, the DTC would be required to meet the eligibility requirements set forth by the FTA, and such other relevant publications or standards that may apply to the DTC.

F. The Parties acknowledge that Developer likely will require tax increment financing ("TIF") to offset the cost of certain public improvements that will be required for the Project and that the Property currently is located within the City Auditorium Block Urban Renewal Area and subject to the City Auditorium Block Urban Renewal Plan (the "Existing Urban Renewal Plan"). The Developer intends to work with CSURA either to amend the existing City Auditorium Urban Renewal Plan (the "Existing Urban Renewal Plan") or to exclude the Property from the Existing Urban Renewal Plan and adopt a new Urban Renewal Plan that includes the Property. The Parties contemplate that CSURA will play a critical role in facilitating the Project by (1) evaluating the Property for the existence of blight and potential inclusion into an amended or new Urban Renewal Plan Area; (2) determining what properties should be included in the amended or new Urban Renewal Plan Area; (3) considering the provision of tax increment financing ("TIF") to help offset the cost of certain public improvements that will be part of the Project; and (4) providing additional feedback regarding the Project.

G. The Parties agree that, as set forth in this Agreement, the Developer will negotiate exclusively with the City with regard to the items set forth in this Agreement for an agreed-upon period of time in exchange for the City's advancement of the Project's predevelopment design costs and, if warranted, the Parties will proceed with the planning, studies, due diligence, and next steps necessary to establish the terms and conditions of subsequent definitive project agreements that will facilitate federal and State funding for the DTC and development of the Project.

H. The Parties expect that the Project Agreements described in this Agreement, should they be finalized, will describe how Developer, Enterprise and the City will

collaborate on selecting the design team for the DTC and the Private Improvements. The Parties also acknowledge that Developer will have the exclusive right to develop the Private Improvements.

I. In consideration of the City's advancement of certain of the predevelopment design costs as described herein and the Developer's agreement to negotiate exclusively with the City for an agreed-upon period of time, the Parties desire to enter into this Agreement upon the terms set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of this Agreement and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

I. Mutual Agreement to Negotiate Exclusively; Good Faith Negotiations.

A. Developer, Enterprise and the City shall negotiate exclusively and in good faith with each other concerning the proposed development of the Project and the terms and conditions of the contemplated Development Concept (as defined in Section III.A below) and Project Agreements (as defined in Section III.B below) in exchange for the City's advancement of certain of the predevelopment design costs, as described in Section IV below.

B. Each Party shall use commercially reasonable efforts to cause representatives to attend scheduled meetings; to direct its respective consultants to cooperate with the other Parties; to provide information to the other Parties that may be reasonably necessary to complete the Development Concept and Project Agreements; and to promptly review and return with comments all correspondence, reports, documents, or agreements received from the other Parties that require such comments. The Parties shall establish periodic meetings to discuss progress on the tasks described in Section III below. The Parties acknowledge that, from time to time, meetings may need to occur electronically.

C. The Parties shall use commercially reasonable efforts to ensure those staff, principals and consultants who each respective Party identifies as authorized to speak responsibly and authoritatively for each Party participate in meetings and communications by and among the Parties.

D. Any public announcements concerning the Project will be made by the City unless otherwise agreed to by the Parties. No public announcement concerning the Project will be made without the mutual written consent of the Parties. Upon any termination of this Agreement, no Party shall make any announcement or public comment of any kind which disparages any other Party.

E. The City, Enterprise and Developer shall use commercially reasonable efforts to jointly select a design team that has experience with projects that combine transit and integrated private sector mixed use development in urban settings to complete the predevelopment design of the Project. The City will advance certain of the predevelopment design costs, as described in Section IV below.

II. Negotiation Periods.

A. "Negotiation Period I" will commence on the Effective Date of this Agreement and terminate ninety (90) days thereafter (the "Development Concept Termination Date"). If, as of the Development Concept Termination Date, the City, Enterprise and Developer have not executed a document confirming their agreement with the Development Concept, but are nevertheless continuing to negotiate the Development Concept in good faith, then Developer or City each may unilaterally extend Negotiation Period I for one sixty (60) day period, not to exceed five (5) months in total; provided, however, that Developer, Enterprise and City may mutually agree to an extension of Negotiation Period I thereafter. In addition, if on the Development Concept Termination Date, as the same may be extended, the Developer has executed a document confirming its agreement with the Development Concept and submitted it to the City, this Agreement shall not terminate until the City either approves or rejects such document.

B. "Negotiation Period II" will commence on the date that the City, Enterprise and Developer execute the document necessary to confirm their agreement with the Development Concept and terminate one-hundred and eighty (180) days thereafter (the "Project Agreements Termination Date"). If, as of Project Agreements Termination Date, the Parties have not executed all documents necessary for the Project Agreements, but are nevertheless continuing to negotiate the Project Agreements in good faith, then Developer, Enterprise or City each may unilaterally extend Negotiation Period II for one thirty (30) day period, not to exceed seven (7) months in total; provided, however, that Developer, Enterprise and City may mutually agree to an extension of Negotiation Period II thereafter. In addition, if on the Project Agreements Termination Date, as the same may be extended, the Developer has executed any documents necessary for the Project Agreements and submitted them to the City, this Agreement shall not terminate until the City either approves or rejects such documents.

C. Notwithstanding anything to the contrary in this Agreement, in the event that any of the Developer, Enterprise or the City at any time during the term of this Agreement becomes persuaded that the Project is not feasible, such Party will timely notify the other Parties of such determination. The Parties will then allow 60 days to collaborate to attempt to solve obstacles to feasibility. Following such period, in the event that Developer, Enterprise or the City still believes the Project to be infeasible, in such Party's sole and absolute discretion, and wishes to terminate the Agreement, such Party may unilaterally do so by providing ten (10) days written notice to the other Parties.

III. Performance During Negotiation Period I and Negotiation Period II. During Negotiation Period I and Negotiation Period II, the Parties shall use good faith,

commercially reasonable efforts to reach agreement on the items set forth below and to negotiate and finalize mutually acceptable documents on the same.

A. Negotiation Period I. During Negotiation Period I, Developer, Enterprise and the City will work to refine the description and scope of the Project, including but not limited to, identifying the potential uses and approximate square footages of the different Project elements, the approximate number of parking spaces, the general scope of the public improvements and private development, and the general timing and phasing of development (the “Development Concept”). The Parties anticipate that Enterprise and the City will engage a project team including architectural and engineering, civil engineering, cost analyst and/or contractor, structural, MEP, parking, transportation and other engineering disciplines that complete the proposed scope of work set forth on Exhibit B attached hereto and made a part hereof. The Parties have estimated a budget of \$150,000.00 for Negotiation Period I to complete such scope of work, provided that if such scope of work cannot be completed within the allocated budget, the Parties will work to adjust the scope accordingly. On or before the end of Negotiation Period I, unless either Party has elected not to proceed to Negotiation Period II, the Parties shall confirm in writing that they have elected to proceed to Negotiation Period II.

B. Negotiation Period II. After confirmation that the Parties have elected to proceed to Negotiation Period II, the Parties shall work together to (1) the achieve Schematic Design for the Project and (2) create and agree on the agreements and documents related to major development, entitlement, property acquisition and financial matters (the “Project Agreements”), which will set the milestones and phasing necessary to advance the Project. The Parties have estimated a budget of \$350,000.00 for Negotiation Period II to complete both the scope of work set forth in Exhibit C attached hereto and made a part hereof and the Project Agreements, provided that if such scope of work and Project Agreements cannot be completed within the allocated budget, the Parties will work to adjust the Negotiation Period II scope and tasks accordingly. The Parties intend that the Project Agreements will address the following items:

1. Project Costs. Developer, Enterprise and the City shall work to refine the costs of the Project and the allocation of such costs among them. It is contemplated that the City will be responsible for costs of the Project fairly allocable to the Transit Facilities, Enterprise will be responsible for costs fairly allocable to public parking, and the Developer or its assigns will be responsible for costs fairly allocable to the Private Improvements as well as any dedicated parking, utilities and support structures needed to serve the Private Improvements. In allocating costs, the City shall receive credit for the costs that the City has expended during Negotiation Period I and Negotiation Period II related to the Project as provided in Article IV of this Agreement. Each Party shall be responsible for the cost of its attorneys fees related to the activities under this Agreement and such attorney fee costs shall not be included in the budgets set forth above for Negotiation Period I and Negotiation Period II.

2. Ownership Structure. Developer, Enterprise and the City shall work to determine an ownership structure for the Project that is acceptable to the Parties, and

which ownership of the DTC satisfies FTA and CDOT requirements. Developer, Enterprise and the City preliminarily have discussed a structure whereby Developer would retain fee title to the ground and would convey a property interest such as one or more long term leases for one or more condominium units containing the DTC. However, Developer, Enterprise and the City acknowledge that the details of this structure would need to be determined and that other ownership structures also may be considered.

3. Appraisal. It is acknowledged that the public entities which are parties to this Agreement may not acquire interests in real property without an appraisal meeting applicable requirements. The Parties shall agree regarding what appraisals are necessary, at which Party's expense such appraisals will be conducted, and at which point in the process the appraisals will be conducted.

4. Financial Plan. The Parties shall agree on a financial arrangement for the Project, or components thereof, that both is acceptable to the Parties and satisfies FTA and CDOT requirements. The financial plan shall include, without limitation, (i) an understanding of the financial obligations of Developer, City, CSURA, and Enterprise to the Project; (ii) identification of the State of Colorado (the "State") funding to be contributed to the Project; (iii) identification of FTA funding to be contributed to the DTC; and (iv) ongoing sharing of parking and other revenues among Developer, City, CSURA, and Enterprise associated with the Project. The Parties acknowledge that Enterprise intends to issue bonds, most probably federally tax-exempt revenue bonds, to pay for its share of the DTC. In addition, the Parties acknowledge that Developer will be seeking TIF financing in order to offset the costs of certain of the eligible improvements that will be required for the Project. The Parties further acknowledge that the expenditure of incremental tax revenues for eligible improvements may be limited by the Colorado Urban Renewal Law, limitations imposed in City incremental revenues by the Colorado Springs City Council, or limitations imposed by the CSURA Board.

5. Schedule/Process for Coordination with FTA. Developer, Enterprise and the City shall work to develop a process and schedule for coordination with the FTA on review of any of the DTC documents that require approval of FTA.

6. Schedule; Process for Coordination with CDOT. Developer, Enterprise and the City shall work to develop a process and schedule for coordination with CDOT.

7. Project Design and Engineering. Developer, Enterprise and the City shall work to reach agreement on the process for design of the Project, including, without limitation, (i) responsibility for design and engineering management; (ii) development of scope; and (iii) process for procuring and paying for parking, architecture and engineering consultants including compliance with FTA, State and local requirements.

(a) It is anticipated the City will issue a Request for Proposal for design and engineering services in compliance with the City's, CDOT's and FTA's procurement rules.

(b) The Parties intend that decisions concerning the design of the DTC will be made by unanimous agreement of Developer, Enterprise and the City.

(c) The cost for design and engineering services shall be shared among Developer, Enterprise and the City.

8. Construction. Developer, Enterprise and the City shall work to reach agreement on the process of construction of the Project, including, without limitation, (i) identifying who will be responsible for construction and construction management; (ii) procurement of construction contractors consistent with FTA, State and local requirements; (iii) responsibility for funding and compliance with conditions precedent for both grants and application of net bond proceeds; and (iv) timing and phasing of the Project, including terms and conditions for phased construction in the event that elements of the Project are constructed after the transit and/or parking elements of the project are put into operation.

9. NEPA. Developer, Enterprise and the City shall work with FTA and CDOT to determine the process and next steps for FTA and other federal review of the DTC pursuant to the National Environmental Policy Act ("NEPA") including, without limitation, addressing any issues related to the Colorado Springs Auditorium (a designated historic structure) on nearby property.

10. Property Due Diligence. Developer, Enterprise and the City shall work together to determine Project requirements and conduct Property due diligence, including title and survey review, environmental assessments, geotechnical review, and related due diligence items.

11. Project Entitlements. Developer, Enterprise and the City shall work to understand the land use entitlements that will be required from the City for the Project and the process for applying for and obtaining those entitlements.

12. Governance. Developer, Enterprise and the City shall work to agree on the long-term governance structure for the Project, including responsibilities for operation and maintenance of the various Project elements, responsibilities for common Project elements, and other such items.

13. Timing and Order of Construction. Developer, Enterprise and the City shall work to agree on and understand the timing and order of construction of the various Project elements. The Parties acknowledge that their general intent as follows, which may need to be adjusted based on FTA or CDOT requirements:

- In the event all Parties are ready to proceed to execute the Project at the same time, Developer shall have the right to coordinate the Project and act as the developer, with project decisions and expenditures related to the Downtown Transit Center and the public improvements subject to prior approval by the City;
- In the event the City and Enterprise are ready to proceed prior to Developer, then the City needs to be able to do so, and act as the developer for its portion of the Project; and
- In the event that the City does proceed prior to the private components of the Project, then Developer shall have the right to approve the design of the components to be constructed by the City in order to ensure that future phasing for the private components of the Project is preserved; and
- In the event that the Developer does proceed prior to the public components of the Project, then City shall have the right to approve the design of the components to be constructed by the Developer in order to ensure that future phasing for the public components of the Project is preserved.

IV. Allocation of Costs During Negotiation Period I, Negotiation Period II. In accordance with Section III.B.7(c) above, the costs for achieving the tasks in Negotiation Period I and Negotiation II shall ultimately be shared among Developer, Enterprise and the City according to the Project Agreements. Notwithstanding the foregoing, during Negotiation Period I and II, the City shall advance an amount not to exceed \$500,000.00 (the "City Advance") of the costs for any third-party consultant necessary to undertake the tasks set forth in Negotiation Period I and Negotiation Period II. If it is determined that the costs necessary to complete Negotiation Periods I and II exceed \$500,000, the City, Developer and Enterprise shall share equally (one-third to each party) in such excess costs, provided that:

- Prior to the City's and the Enterprise's expenditure of such funds in furtherance of this Agreement, Developer, City and Enterprise agree to a budget and scope of services in writing in advance, that is less than \$500,000; and
- The City and Enterprise provide to Developer and Developer provides to the City and Enterprise monthly accounting and reporting of such expenditures; and
- Cost increases necessary to complete Negotiation Period I and Negotiation Period II are approved in writing in advance by the City, Enterprise and Developer; and
- The City, Enterprise and Developer agree to a timely remittance of funds for their portion of the costs.

Developer, Enterprise and the City agree that the City's agreement to provide the City Advance during Negotiation Period I and Negotiation Period II is the consideration for

Developer's agreement to negotiate exclusively with the City. As described in this Agreement, the Project Agreements will describe how the costs ultimately will be allocated among Developer, Enterprise and the City provided that the City will receive credit for the costs that the City has expended on the Development Concept. As described in this Agreement, it is intended that the final, executed Project Agreements will describe how the costs ultimately will be allocated among Developer, Enterprise and the City.

V. Further Duties and Obligations. Except as expressly provided herein, no Party shall have any obligations or duties to another Party in the event the Parties fail for any reason to timely execute and deliver the Project Agreements. Nothing herein shall be construed as a binding commitment by any Party to proceed with the Project. Except with regard to costs that a Party agrees to pursuant to Section IV above, no Party shall have the authority to bind any other Party to any financial obligation or commitment whatsoever.

VI. General Provisions.

A. Assignment; Binding Effect. This Agreement will be binding upon and, except as this Agreement expressly states otherwise, will inure to the benefit of the successors in interest or the legal representatives of the Parties.

B. Interpretation. In this Agreement, unless the context otherwise requires:

1. All definitions, terms and words shall include both the singular and the plural;

2. Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and

3. The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

C. Notice. The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement may be given personally, sent via nationally recognized overnight courier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received three business days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received the first to occur of one business day after being deposited with a nationally recognized overnight courier service or upon delivery to the Party to whom it is addressed. In the event of transfer of the Property, notice shall be given to the address of such

transferee as indicated in the recorded instrument whereby such transferee acquired an interest in the Property.

If to City: Mayor
30 South Nevada Avenue, Suite 601
Colorado Springs, CO 80903

with a copy to: City Attorney
30 South Nevada Avenue, Suite 501
Colorado Springs, CO 80903

with a copy to: Public Works Director
30 South Nevada Avenue, Suite 401
Colorado Springs, CO 80903

If to Enterprise: Colorado Springs Parking Enterprise Director
30 South Nevada Avenue, Suite 604
Colorado Springs, CO 80903

If to Developer: Nor'wood Development Group
Christopher S. Jenkins
111 South Tejon Street, Suite 222
Colorado Springs, CO 80903
Email: chrisjenkins@nor-wood.com

with a copy to: Brownstein Hyatt Farber Schreck, LLP
Attention: Carolynne White, Esq.
410 17th Street, Suite 2200
Denver, CO 80202
Email: cwhite@bhfs.com

If to CSURA: Colorado Springs Urban Renewal Authority
30 S. Nevada Avenue, Suite 600
Colorado Springs, CO 80903

with a copy to: Kraemer Deen Neville Gebaur, LLC
David Neville
44430 North Tejon, Suite 300
Colorado Springs, CO 80903
Email: dneville@k2blaw.com

D. Severability. The Parties understand and agree that if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

E. Conflicts. If the terms and provisions of this Agreement are in conflict with any prior agreement among the Parties or any of them, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

F. Verification. All Parties shall provide the others written verification regarding the status, performance or completion of any action required of the Agreement or by the terms of any other agreement.

G. Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders or the Parties, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

H. Entire Agreement. This instrument embodies the whole agreement of the Parties. 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.

I. Cooperation in Defending Legal Challenges. If a third party commences any legal or equitable action or other proceeding challenging the validity of any provision of this Agreement, the Parties will cooperate in defending such action or proceeding and each Party will bear its own expenses in connection therewith. Unless the Parties otherwise agree, each Party will select and pay its own legal counsel to represent it in connection with such action or proceeding.

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

K. No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a Party to this Agreement.

L. Non-Liability of Governmental Officials, Employees and Individuals. Nothing in this Section VI.L. or this Agreement is to be construed as a waiver of any limitations upon or immunity from suits against such governmental entity or its members, officials, above-named agents or employees, as may be provided by law.

M. Subject to Appropriation. This Agreement is expressly made subject to the limitations of the State Constitution and Section 7-60 of the Charter of the City. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget, appropriation ordinance or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure, (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

N. Remedies; Termination. Termination of this Agreement shall be the sole and exclusive remedy in the event of default. In the event of a default under this Agreement, any non-defaulting Party shall provide written notice (a “Default Notice”) to the defaulting Party, and the defaulting Party will have fourteen (14) days from receipt of the Default Notice to cure the default. During such time period, the Parties will work diligently with one another to help mutually cure the default, including meeting at least two (2) times to discuss and seek to resolve the issues associated with the Default Notice. If after such meetings and the end of such 14-day cure period, the Parties are unable to reach agreement regarding the subject default, any Party may terminate this Agreement by written notice to the other Parties.


O. Governing Law. This Agreement shall be governed by and construed in accordance with Colorado law.

P. 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 nor shall any of the Parties shall be responsible for any debt or liability of the other Party.

Q. No Presumption. The Parties 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.

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

CITY OF COLORADO SPRINGS:



Mayor

2/4/2022

Date

ATTEST:

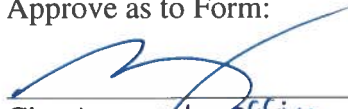


City Clerk




2/8/2022

Approve as to Form:



City Attorney's Office

**COLORADO SPRINGS PARKING
ENTERPRISE:**


Enterprise Manager

02/01/2022
Date

**NOR'WOOD LIMITED, INC., a
Colorado corporation d/b/a NORWOOD
DEVELOPMENT GROUP**



Christopher Jenkins, CEO

1.14.22

Date

**COLORADO SPRINGS URBAN
RENEWAL AUTHORITY**

By: _____

Its: _____

Date

Exhibit A Property



Exhibit B

Anticipated Scope of Work for Negotiation Period I

Preliminary Feasibility including Programming & Concept Design

Budget - \$150,000

Developer, Enterprise and City will work to accomplish the following:

- Identify, select and retain an architect and/or other professionals
- Work to define and create common Project goals
- Identify key Project parameters and constraints including, but not limited to cost, schedule and other Project requirements from Developer
- Establish the Project design program
- Complete a thorough site analysis of the Property
- Complete conceptual massing studies that organize the Project design program in relation to Project parameters and constraints
- Identify a preferred concept to carry forward into the next phase
- Begin formal Environmental Site Assessments (ESA Phase 1) and begin the NEPA Process, including, without limited to, an evaluation of the historic auditorium
- Preliminarily identify total cost of work (ROM Development Budget) and identify a conceptual sources of funds list

The following represents the desired deliverables for Negotiation Period I:

- Project Program / Area Tabulations and Analysis
- Preliminary Site Analysis and Evaluation
- Preliminary Mixed Use Transportation Facility Precedent / Case Study
- Conceptual Design / Blocking Diagrams
- Preliminary Conceptual Typical Building Floor Plans
- Preliminary Building Elevations
- Preliminary Systems Report (Structural, MEP, Elevators)
- Preliminary Project Manual

Exhibit C

Anticipated Scope of Work for Negotiation Period II

Final Feasibility & Schematic Design

Budget - \$350,000 (including Project Agreements)

Developer, Enterprise and City will work to accomplish the following:

- The Schematic Design Phase of the Project (approx. 20% of design) should clearly indicate the improvements and construction anticipated for the Project or provide sufficient information and alternatives so that a clear direction for subsequent phases can be determined.
- The Schematic Design should incorporate all items listed as deliverables below.
- The Schematic Design documents may be submitted in booklet form or as plans with other narrative materials, whichever best presents and conveys the necessary information.
- The Schematic Design should be presented with sufficient information to allow the Parties to fully understand the main design concepts and orientation.
- Finalize Environmental Site Assessments (ESA Phase 1) and decide on next steps related to NEPA

The following represents the desired deliverables for Negotiation Period II:

- Site Plan (Existing & Proposed)
- Conceptual Building Floor Plans
- Roof Plan
- Conceptual Building Sections
- Conceptual Building Elevations
- Structural
- Mechanical / Electrical /Plumbing
- Specialty Consultants
- Code Analysis
- Outline Specifications (if necessary)
- Project Manual
- ROM Cost Estimate and Schedule