

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "Cooperation Agreement") is made as of 10-22, 2013, by and among the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation (the "City")(the "City"), CITY OF COLORADO SPRINGS URBAN RENEWAL AUTHORITY (the "Authority") and COPPER RIDGE METROPOLITAN DISTRICT (the "Metro District").

RECITALS

A. The City is a municipal corporation organized and existing as a home rule city under and pursuant to Article XX of the Colorado Constitution and the charter of the City.

B. The Authority is an urban renewal authority and a body corporate and politic organized under the Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal Law").

C. The Metro District is a quasi-municipal corporation and a political subdivision of the State of Colorado created pursuant to the Colorado Special District Act and pursuant to a service plan approved by the City of Colorado Springs. The Metro District is a wholly independent entity that is not in any way part of or associated with the City and the Authority.

D. Article XIV, Section 18, of the Colorado Constitution, Section 29-1-201, *et seq.*, C.R.S., as amended and Section 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.

E. The City Council of the City approved an urban renewal plan designated the Copper Ridge at Northgate Urban Renewal Plan (the "Plan") on May 11, 2010 by Resolution No. 72-10, relating to the Copper Ridge at Northgate Urban Renewal Project (the "Project"), under which it is provided that within the urban renewal area (the "Project Area"), property tax increment and municipal sales tax increment will be used to further the purposes of the Plan and the Project and provide financial support therefor from such tax increment revenues, as therein and herein further provided.

F. The Metro District, in order to provide access to the proposed development known as Copper Ridge at Northgate (hereinafter referred to as the "Copper Ridge Development"), and in order to pay its fair and equitable share of the regional transportation impacts caused by the Copper Ridge Development, will finance and construct North Powers Boulevard from Highway 83 to Interstate 25, together with any and all related and ancillary improvements (all or part of which may be hereinafter referred to as the "Improvements"), the anticipated cost of which is estimated to be \$90 million; and such financing is expected to be funded by the issuance of bonds of the Metro District (the Metro District Improvements Bonds as hereinafter defined) and by the use of Available Revenues (as hereinafter defined).

G. The Financing Phase shall provide funding to construct the Improvements from Interstate 25 to Highway 83. The Financing Phase will arise in conjunction with the development of the Copper Ridge Development which initial phase shall have located within it an Anchor (as defined in Section T below) that shall have entered into a contract or agreement with the developer of the Copper Ridge Development (the “Developer”) to locate therein prior to the issuance of the Metro District Improvements Bonds.”.

H. The completion of the Improvements will satisfy a material component of the City’s Major Thoroughfare Plan, the cost of which will be paid for by Available Revenues and other revenues generated within or calculated with respect to the urban renewal area (the “Project Area”) established by the Plan.

I. In order to facilitate construction of the proposed Improvements, the City acknowledges that pursuant to the Urban Renewal Law and this Cooperation Agreement, the City Sales Tax Increment Revenues as defined below will be transferred to the Authority for the financing of the Improvements, whether through repayment of Metro District Improvements Bonds issued by the Metro District for such purpose or directly to the construction of the Improvements as provided herein.

J. Although the City agrees, subject to the provisions of the Urban Renewal Law and this Cooperation Agreement, to provide the City Sales Tax Increment Revenues to the Authority for the financing of the Improvements as provided herein, this arrangement is anticipated to increase the City’s net sales tax receipts generated within the Project Area after providing the City Sales Tax Increment Revenues.

K. In light of the City’s commitment under this Cooperation Agreement, it shall be a condition that prior to the commencement of the Bond Funding Period (as herein defined), (i) the Developer shall have entered into a contract or written agreement for two Anchors selected by the Developer to locate within the Project Area and (ii) a Plan of Finance (as herein defined) shall have been submitted to the City for review as provided in Section 2(ii) hereof.

L. The Plan authorizes the use of tax increment financing in accordance with the provisions of Section 31-25-107(9) of the Act including (i) the use of the property tax increment (the “Property Tax Increment Revenues”), and the Property Tax Increment Revenues shall be allocated to the Authority for uses in accordance with the Act and the Plan including assignment to the Metro District to pay the costs of or debt service on Metro District Improvements Bonds and (ii) the use of municipal sales tax increment derived from sales tax revenues of the City from a 1.0% general fund municipal sales tax which are in excess of the base amount established in accordance with the provisions of Section 31-25-107(9) of the Act (the “City Sales Tax Increment Revenues”), and the City Sales Tax Increment Revenues shall be allocated to the Authority to be assigned to the Metro District for uses in accordance with the Act and the Plan to pay costs of or debt service on Metro District Improvements Bonds; but in no event in all cases for a period in excess of 25 years determined as provided in the Act.

M. The Authority agrees to pledge the Property Tax Increment Revenues and the City Sales Tax Increment Revenues as provided in this Cooperation Agreement..

N. To carry out the Plan, the City and the Authority understand that the Metro District (i) will issue bonds (such bonds and any bonds issued to refinance or refund such bonds are referred to herein as the “Metro District Improvements Bonds” and those that are used for such purposes related to the Improvements including any bonds refunding the same provided that the annual debt service on any such refunding bonds is not increased in any year are referred to herein as the “Metro District Improvements Bonds”), which Metro District Improvements Bonds shall be payable from, among other things, the Property Tax Increment Revenues derived by the Authority and assigned to the Metro District and the City Sales Tax Increment Revenues derived by the Authority and assigned to the Metro District, (the Property Tax Increment Revenues and the City Sales Tax Increment Revenues are collectively referred to herein as the “Available Revenues”) and (ii) may commence construction of the Improvements prior to the issuance of the Metro District Improvements Bonds and pay costs thereof from the sources which are available to pay the Metro District Improvements Bonds and described in the preceding portion of this paragraph. The period prior to the issuance of the Metro District Improvements Bonds when construction of the Improvements may occur is referred to as the Escrow Funding Period and the period commencing on and after any Metro District Improvements Bonds are issued is referred to as the Bond Funding Period.

O. In order to facilitate communication and input with respect to the progress and details relating to the funding, planning and construction of the Improvements, there shall be formed a Technical Advisory Committee (the “TAC”) to consist of one or more members from the Developer, the City, the Authority, the Metro District and the Colorado Department of Transportation (“CDOT”).

P. The parties hereto agree that after the date of execution and delivery of this Cooperation Agreement, they will monitor and consult with each other with respect to additional funding sources that may become available to be used for the planning, designing or constructing of the Improvements or for the payment of debt service on the Metro District Improvements Bonds and which such parties believe would be reasonably attainable, so long as such additional funding sources would not adversely affect the tax-exempt nature of interest on the Metro District Improvements Bonds; and the parties hereto agree to cooperate in pursuing such additional funding sources with the goals of reducing the amount of Metro District Improvements Bonds needed to be issued to complete the Improvements and maximizing the debt service coverage on the Metro District Improvements Bonds, thereby providing the most economical funding for the Improvements.

Q. The City, in consideration of the benefits to be derived by the City by the implementation of the Plan, the Project and the Improvements, desires to enter into this Cooperation Agreement.

R. The Authority, in consideration of its statutory public purpose and in order to carry out the Plan, desires to participate in the activities contemplated by this Cooperation Agreement, and to enter into this Cooperation Agreement.

S. The Metro District, in consideration of the its statutory public purpose and the benefits to be derived by the revenues made available pursuant to this Cooperation Agreement, desires to enter into this Cooperation Agreement.

T. For purposes of this Cooperation Agreement, Bass Pro Shops shall constitute an Anchor, and the opening of Bass Pro Shops to the public shall fulfill the 2015 Anchor requirement and otherwise an Anchor within the Copper Ridge Development shall be either a department store or specialty retail store constituting what is generally considered in the real estate development industry as an anchor.

NOW THEREFORE, in order to carry out the purposes as set forth above, the City, the Authority and the Metro District agree as follows:

Section 1. Financing Provisions for the Improvements During Escrow Funding Period. During the Escrow Funding Period, the Metro District agrees to enter into an escrow agreement (the "Escrow Agreement") with the City, the Authority and a financial institution qualified to provide escrow and corporate trust services, as escrow agent (the "Escrow Agent"). The Escrow Agreement shall provide for the establishment of an escrow account therein (the "Escrow Account") and within the Escrow Account two separate subaccounts, including a Property Tax Increment Subaccount and a City Sales Tax Increment Subaccount. On a monthly basis or at such other frequency as agreed to by the parties hereto, all Property Tax Increment Revenues, excluding that portion of revenue attributable to any property tax levy of the District, and all City Sales Tax Increment Revenues which are allocated to the Authority and assigned to the Metro District by this Cooperation Agreement shall be deposited in the Property Tax Increment Subaccount and the City Sales Tax Increment Subaccount, respectively. The Authority and the District have entered into a Redevelopment Agreement that stipulates that the Authority will retain administrative fees as defined in the Redevelopment Agreement (section 7.0) prior to distribution of the tax increment revenues to the District and that the Authority shall remit to the District all revenue attributable to any property tax levy imposed by the District.

With respect to the Property Tax Increment Subaccount and the City Sales Tax Increment Subaccount, the Escrow Agreement shall provide that amounts in such subaccounts shall be used solely for the Improvements, including related construction and non-construction costs such as, but without limitation, design work, wetlands remediation, easement relocations, drainage and similar activities reasonably necessary or useful in Improvements with the Improvements (such non-construction items being referred to herein as "Non-Construction Related Costs"). Any disbursement of moneys in such subaccounts shall be used for no other purpose, and each disbursement of moneys therefrom shall be subject to approval of the City in writing, it being understood by the parties hereto that such approval shall be at the discretion of the City, but that the considerations which may be taken into account will include information made available to the TAC as to the status of planning, documentation, approvals, permits and phasing of the Improvements including the requirements of CDOT. Each disbursement shall be made prorata from the two subaccounts based upon the amount on deposit in each at the time of the disbursement. At the beginning of the Bond Funding Period and upon approval of the City, any moneys remaining in the Property Tax Increment Subaccount and the City Sales Tax Increment Subaccount shall be transferred to the Improvements Construction Account (as hereinafter defined) under the Bond Indenture (as hereinafter defined) for the Metro District Improvements Bonds, which shall be restricted in use to paying for the construction of the Improvements, including related construction costs such as design work and payment of interest on Metro District Improvements Bonds during construction of the Improvements and for a period of up to nine months following completion of construction.

Section 2. Financing Provisions for the Improvements During Bond Financing Period. The Bond Funding Period shall commence upon the first issuance of Metro District Improvements Bonds, which may be done in multiple financing phases. Prior to the first issuance of Metro District Improvements Bonds and hence the commencement of the Bond Funding Period:

i. Two Anchors shall have entered into a contract or agreement with the Developer committing to locate within the Copper Ridge Development; and

ii. A “Plan of Finance” shall have been approved by the Metro District and a copy of the Plan of Finance shall be provided to the Authority and the City for review. The Plan of Finance shall include for such Metro District Improvements Bonds (a) a range of interest rates expected including a maximum rate, (b) an amortization schedule, (c) a range of expected cashflows showing for each year the expected revenues, debt service and other expenses to be paid therefrom, (d) a feasibility study from an independent third party experienced in such matters with respect to the items in (c) above and the debt service coverage on the Metro District Improvements Bonds, (e) expectations as to credit enhancement, if any, or any senior and subordinate tranches expected to be issued, (f) information with respect to ratings, if any, (g) the underwriters to be utilized, (h) the source and uses of proceeds including details with respect to the costs and scope of construction of the Improvements being financed with the first issuance of the Metro District Improvements Bonds and (i) tests for additional Metro District Improvements Bonds.

Subject to the foregoing, the Metro District shall issue Metro District Improvements Bonds under a trust indenture (the “Bond Indenture”) between the Metro District and a financial institution qualified to provide corporate trust services, as bond trustee (the “Bond Trustee”). The Bond Indenture shall include a Bond Trustee held fund (the “Revenue Fund”) in which there shall be established an account or accounts (the “Revenue Fund Improvements Account”) and within the Revenue Fund Improvements Account a subaccount entitled the “City Sales Tax Increment Improvements Subaccount” where all of the City Sales Tax Increment Revenues shall be deposited, and moneys therein shall be used solely to pay principal, interest or redemption prices with respect to Metro District Improvements Bonds, as well as any periodic fees of the Authority related and reasonably allocated thereto, fees and expenses of the Bond Trustee or any credit enhancer, and replenishment of that portion of a reserve fund held under the Bond Indenture by the Bond Trustee insofar as it relates to and is allocated to the Metro District Improvements Bonds. The Bond Indenture shall provide that Metro District Improvements Bonds be payable each year first from Property Tax Increment Revenues and second from City Sales Tax Increment Revenues (and provided further that to the extent of additional sources of revenues made available and actually received due to additional funds being provided as set forth in Section (P) above, such additional revenues, to the extent not used directly to pay costs of planning, designing or constructing the Improvements, shall be used to pay debt service on Metro District Improvements Bonds prior to Property Tax Increment Revenues and City Sales Tax Increment Revenues to the extent not precluded as a condition precedent to receipt of such additional funding amounts). Proceeds of Metro District Improvements Bonds shall, net of costs

of issuance, capitalized interest and reserve fund deposits, be deposited in a Improvements Construction Account held by the Bond Trustee under the Bond Indenture. The Bond Indenture shall provide that amounts in the Improvements Construction Account shall be used solely for construction of the Improvements, including related construction costs such as design work and payment of interest on Metro District Improvements Bonds during construction of the Improvements and for a period of up to nine months following completion of construction, and with the consent of the City Non-Construction Related Costs. Any disbursement of moneys in the Improvements Construction Account shall be used for no other purpose, and each disbursement of moneys therefrom shall be subject to approval of the City and the Authority in writing.

The intent of the provisions of this Section 2 are (i) to allow the District to issue Metro District Improvements Bonds, (ii) to allow all funds deposited to a Revenue Fund established by the Bond Indenture to secure Metro District Improvements Bonds, (iii) to prohibit the District from incurring any obligations, other than Metro District Improvements Bonds, secured by Tax Increment and (iv) to ensure that surplus funds under the Bond Indenture shall first be deemed to be from City Sales Tax Increment Revenues.

The Parties agree that nothing in this Cooperation Agreement is intended nor shall be construed to create any financial obligations whatsoever, upon the City with respect to the Metro District Improvement Bonds.

Section 3. Property Tax Increment Revenues. The City, the Authority and the Metro District agree that Property Tax Increment Revenues of all taxing districts within the Plan Area will be allocated to the Authority in accordance with the Act for a period of up to 25 years from the recording of the Plan by the El Paso County Clerk and Recorder on May 19, 2010, which Property Tax Increment Revenues shall be pledged by the Authority to the Metro District and pledged by the Metro District solely for uses as set forth above with respect to the Escrow Funding Period and the Bond Funding Period. Pursuant to the Redevelopment Agreement, that portion of the Property Tax Increment Revenues attributable to the Metro District's property tax levy will be paid directly to the District and excluded from Property Tax Increment Revenues. District property tax revenues may be used by the Metro District for any lawful purposes. When all bonds, loans, advances, and indebtedness and other obligations, including interest thereon and any premiums due therewith, have been paid, all taxes upon the taxable property in the Project Area shall be paid into the funds of the respective public bodies as provided in the Act.

Section 4. Commitment of City Sales Tax Increment Revenues. The City agrees that the City Sales Tax Increment Revenues will be allocated to the Authority in accordance with the Plan and the Act for a period of up to 25 years commencing with the date of approval of this Agreement, which City Sales Tax Increment Revenues shall be pledged by the Authority to the Metro District and pledged by the Metro District solely for uses as set forth above with respect to the Escrow Funding Period and the Bond Funding Period. The City Sales Tax Increment Revenues shall be used by the Metro District for the purposes set forth in the Plan, and as set forth in Sections 1 and 2 of this Cooperation Agreement. The City Sales Tax Increment Revenues shall be paid to the Authority or its designated depository as and when collected by the City in accordance with the Act for deposit as provided in Sections 1 and 2 hereof. When all bonds, loans, advances, and indebtedness and other obligations, including interest thereon and

any premiums due in Improvements therewith, have been paid, all municipal sales tax collections in the Project Area shall be paid to the City and this Cooperation Agreement shall terminate.

Section 5. Authority Pledge. Subject to the terms and conditions as set forth in this Cooperation Agreement, the Authority hereby pledges to the Metro District the Property Tax Increment Revenues and the City Sales Tax Increment Revenues. In accordance with the Urban Renewal Law and the Supplemental Public Securities Act, such pledge shall create a lien on the Property Tax Increment Revenues and the City Sales Tax Increment Revenues which shall take effect immediately without any physical delivery, filing, or further act. The lien of such pledge shall have priority over any or all other obligations and liabilities of the Authority and shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens. The Authority hereby consents to the pledge and assignment by the Metro District, upon the commencement of the Bond Funding Period, to the Trustee of the Property Tax Increment Revenues and the City Sales Tax Increment Revenues. Such amounts shall be paid by the Authority by electronic wire transfer to the Escrow Agent or the Bond Trustee on a monthly basis for deposit as provided in Sections 1 and 2 hereof.

Section 6. Conditions Precedent to Disbursement from Escrow Account during Escrow Funding Period and to Disbursement from Revenue Fund Improvements Account during the Bond Funding Period. The parties hereto agree and understand that the disbursement of the Property Tax Increment Revenues (other than those generated by District property taxes) and the City Sales Tax Increment Revenues from the Escrow Account during the Escrow Funding Period and from the Revenue Fund Improvements Account during the Bond Funding Period is made expressly conditioned upon the City's determination that the Developer, the Plan and/or the Project have achieved each of the following performance standards with respect to the items set forth below:

i. With respect to the Escrow Funding Period, the Metro District and/or the City (A) for Non-Construction Related Costs to be paid as contemplated by Section 1 hereof, one or more contracts or agreements shall have been entered into with parties providing for such Non-Construction Related Costs, and (B) for construction costs of the Improvements to be paid, a contract or agreement acceptable to CDOT for a portion of the Improvements shall have been entered into, and any permits required for the proposed work shall have been obtained, all security shall have been posted as required by Colorado law for the construction of the portion of the Improvements being constructed, and the District and the Developer shall have entered into a Redevelopment Agreement with the Authority as set forth in Section 14 hereof. The City shall be required to approve any disbursements from the Escrow Account prior to the Bond Funding Period.

ii. With respect to the Bond Funding Period, the Metro District has entered into a contract or agreement acceptable to CDOT for the construction of the regional transportation improvements to be financed from the Metro District Improvements Bonds then being issued, that any permits for the proposed work have been obtained and that all security has been posted as required by Colorado law for the construction of the regional transportation improvements to be financed from the Metro District Improvements Bonds

then being issued, that funding is in place from the issuance of such Metro District Improvements Bonds then being issued in an amount required to complete the regional transportation improvements being financed together with a project reserve for change orders or cost overruns, and that the design, phasing and other construction arrangements are satisfactory to the City.

iii. Prior to or upon commencement of the Bond Funding Period, the Developer shall have met the requirements set forth in Section 2(i) and (ii) of this Agreement.

iv. Notwithstanding the foregoing, if no Metro District Improvements Bonds have been issued by December 31, 2018, then, at the option of the City, the City may on or after such date give written notice to the Metro District and the Authority of its determination to terminate this Cooperation Agreement and the termination date, which termination date shall be a date at least six months after such written notice, and all amounts on deposit in the Escrow Account on the termination date constituting City Sales Tax Increment Revenues shall be returned to the City, and all amounts on deposit in the Escrow Account on the termination date constituting Pledged Property Tax Increment Revenues shall be disposed of as required by the Act.

Section 7. Changes in the Rate of Sales Tax Percentage. If there shall occur a change in the City sales tax percentage levied in the Project Area, the City Sales Tax Increment Revenues allocated to Authority and the formula with respect to the City Sales Tax Increment Revenues shall not change unless the City's total general fund sales tax percentage rate falls below the percentage originally allocated hereby (1.0% sales tax) in which case the base shall be proportionately adjusted downward. The City, the Authority and the Metro District agree that increases in City sales tax proceeds derived by reason of (a) any increase in the percentage of such City taxes generally, (b) any change in the percentage of such City taxes with regard to specific taxable items, or (c) any extension of such City taxes to items or transactions that are not currently taxable, shall be retained by the City and shall not constitute City Sales Tax Increment Revenues.

Section 8. Collection of Revenues; Continuing Cooperation. The City hereby agrees to pursue all of the lawful procedures and remedies available to the City in order to collect the sales taxes giving rise to the City Sales Tax Increment Revenues, and to cause such revenues to be applied in accordance with this Cooperation Agreement. If any further cooperation or other agreements or amendments shall be necessary or appropriate (a) in order to accomplish the collection of the City Sales Tax Increment Revenues and the allocation to the Authority and the payment thereof to the Authority or the Metro District in accordance with this Cooperation Agreement or (b) to carry out the Project in accordance with the Plan and the Act, the City agrees to exercise its reasonable best efforts to secure the approval of all such additional agreements..

Section 9. Certain Surplus Revenues. Any Metro District Improvements Bonds shall provide that they shall be payable first on any payment date from Property Tax Increment Revenues, and second from City Sales Tax Increment Revenues (and provided further that to the extent of additional sources of revenues made available and actually received due to additional

statutory funds being provided as set forth in Section (P) and Section 2 above such additional revenues shall be used to pay debt service on Metro District Improvements Bonds prior to Property Tax Increment Revenues and City Sales Tax Increment Revenues to the extent not precluded as a condition precedent to receipt of such additional funding amounts). In the event that after payment of principal, interest, and redemption price with respect to Metro District Improvements Bonds, as well as any periodic fees of the Authority related and reasonably allocated thereto, fees and expenses of the Bond Trustee or any credit enhancer, and replenishment of that portion of a reserve fund held under the Bond Indenture by the Bond Trustee insofar as it funded with respect to the Metro District Improvements Bonds, then any remaining revenues in the Revenue Fund Improvements Account may, in accordance with the Bond Indenture and to the extent they represent City Sales Tax Increment Revenues (the "Surplus Revenues"), be released from the lien of the Indenture once each year on a date no later than 30 days after the final payment on Metro District Improvements Bonds in each calendar year commencing with the first full calendar year after the start of the Bond Funding Period.

Section 10. Technical Advisory Committee. The parties hereto agree to form a Technical Advisory Committee. The TAC shall consist of at least one member from or representing the Developer, the City, the Authority, the Metro District and CDOT. The purpose of the TAC shall be to allow all members of the TAC to be provided with the same information and to be informed, ask questions and provide input with respect to the planning and construction of the Improvements, the financing of the Improvements, and the detailed plans, processes and phases in Improvements therewith. The members of the TAC shall be given notice by the Metro District of all meetings with CDOT with respect to the Improvements, and shall be entitled to participate in the same. The expectations of the parties hereto is that such involvement by members of the TAC would lead to a formalized Memorandum of Understanding with CDOT regarding the construction of the Improvements and the processes to be followed, and subsequently to a Project Agreement for the construction of the Improvements. The TAC shall be advisory, and the existence of the TAC shall not change the legal rights of the parties hereunder or under any other instrument or contract but the City and the Authority shall have the rights otherwise set forth in this Agreement.

Section 12. Metro District Improvements Bonds and Metro District Bonds not to Constitute Debt or Obligation of the City or Authority; No Liability. The Metro District Improvements Bonds and the Metro District Bonds and the Bond Indenture therefor shall provide that the Metro District Improvements Bonds and the Metro District Bonds shall not constitute a debt, liability or obligation of any nature of the City or the Authority, but shall be payable solely from amounts pledged therefor and received by the Metro District. The Metro District shall, to the extent permitted by law, indemnify the City and the Authority against any damages or costs incurred by the City or the Authority as a result of the issuance, sale or marketing of Metro District Improvements Bonds or Metro District Bonds.

Section 13. Urban Renewal Plan. The City, the Authority and the Metro District covenant and agree that they shall cooperate in carrying out and continuing to completion, with all practicable dispatch, the Project in accordance with the Plan and the Act, subject to the provisions of this Cooperation Agreement, and the Metro District covenants to cooperate with the City and the Authority in carrying out the provisions of this Cooperation Agreement.

Section 14. Redevelopment Agreement. The Authority has entered into a redevelopment agreement (the "Redevelopment Agreement") with the Developer and the Metro District with respect to the Developer's development plans and redevelopment of the area in which the Improvements are being constructed and which is in the Urban Renewal Area. Such Redevelopment Agreement shall pertain to the responsibilities of the Developer with respect to private and quasi-public improvements required to be undertaken. A summary of the proposed development is included as Exhibit A hereto.

Section 15. Authorized Representatives. To the extent that an action is required to be taken by any party to this Cooperation Agreement, such action may, subject to the last sentence of this Section, be taken by the following representatives: for the City, the Planning and Development Director, or such other person appointed by the foregoing in writing and furnished to the other parties to this Cooperation Agreement; for the Authority, the Chairman, or such other person appointed by the foregoing in writing and furnished to the other parties to this Cooperation Agreement; and for the Metro District, the President, or such other person appointed by the foregoing in writing and furnished to the other parties to this Cooperation Agreement.

Section 16. Notice. Any required notice shall be given as follows:

If to the City: City of Colorado Springs
30 South Nevada Avenue, Suite 105
Colorado Springs, Colorado 80901-1575
Attn: Peter Wysocki
Telephone: 719-385-5347
Fax:

With a copy to the City Attorney:

City of Colorado Springs
30 South Nevada Avenue, Suite 501
Colorado Springs, Colorado 80903
Attn: City Attorney
Telephone: 719-385-5909
Fax: 719-385-5535

If to the Authority: City of Colorado Springs Urban Renewal Authority
30 S. Nevada Ave., Suite 604 _____
Colorado Springs, Colorado 80903
Attn: _____
Telephone: 719- 651- 3136 _____
Fax: 719- 633-6138 _____

If to the Metro District:

Copper Ridge Metropolitan District
13570 Meadowgrass
Colorado Springs, Colorado 80921
Attn: President

Telephone: 719-491-0249

Fax: _____

With a copy to the General Counsel for the Metro District:

Colorado Springs, Colorado _____

Attn: _____

Telephone: _____

Fax: _____

Section 17. Severability. Any provision of this Cooperation Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without affecting the validity, enforceability, or legality of such provisions in any other jurisdiction. No party to this Agreement shall be liable to the other parties with respect to any such provision finally adjudicated in accordance with applicable law to be prohibited, unenforceable, or not authorized by law.

Section 18. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs.

Section 19. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

Section 20. Additional or Supplemental Agreements. The parties mutually covenant and agree that they will execute, deliver, and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out this Cooperation Agreement, the Project, and the Plan or in Improvements with the issuance of the Metro District Bonds, provided the same is not inconsistent herewith.

Section 21. Incorporation of Recitals. The provisions of the Recitals are incorporated by reference into this Cooperation Agreement as if fully set forth herein.

Section 22. Exclusive Jurisdiction and Venue. In the event of any litigation arising under this Cooperation Agreement the exclusive jurisdiction and venue for such litigation shall be in the Authority or District Courts in and for the Fourth Judicial District, Authority of El Paso, State of Colorado.

Section 23. **FISCAL OBLIGATIONS OF CITY**

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. 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.

Section 24. **THIRD PARTY BENEFICIARY CLAUSE**

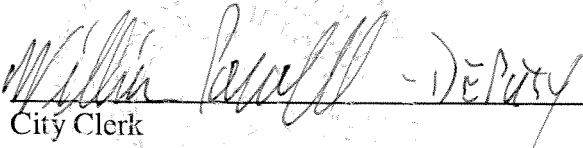
It is specifically agreed between the parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. In requiring insurance under this Agreement, the City specifically does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., as now written or amended in the future

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

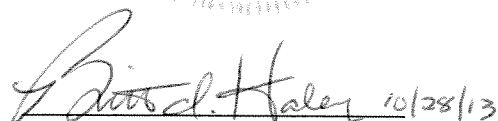
CITY OF COLORADO SPRINGS

By: 
Mayor

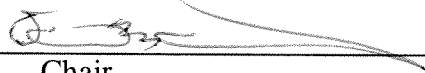
ATTEST:

FOR
 - Deputy
City Clerk

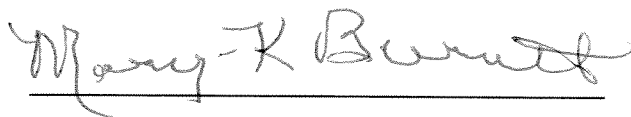
APPROVED AS TO FORM:

 10/28/13
Office of the City Attorney

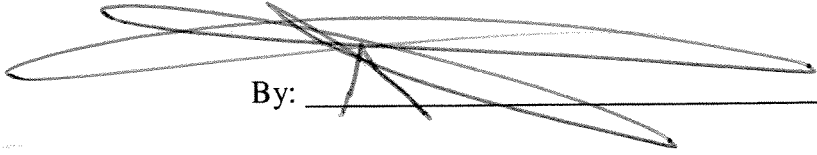
CITY OF COLORADO SPRINGS URBAN
RENEWAL AUTHORITY

By: 
Chair

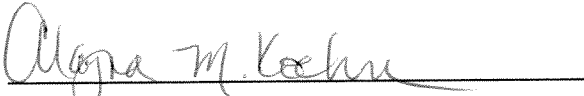
ATTEST:



COPPER RIDGE METROPOLITAN
DISTRICT


By: _____

ATTEST:


Alayna M. Koehn

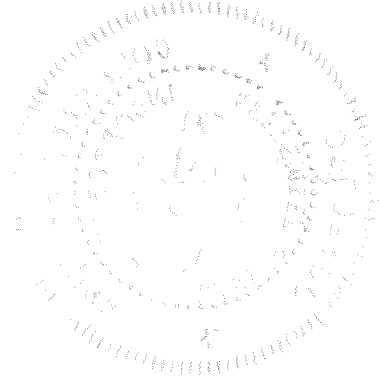


EXHIBIT A

Purpose: This Exhibit A to the Agreement has been prepared for the purpose of describing, in summary form, the plan of development for the Copper Ridge at Northgate Development. The parties to the Agreement have agreed to utilize certain revenue generated by the Development for the construction of Powers Boulevard from Interstate 25 to State Highway 83. This Project description has been prepared to set forth the proposed land development concept and to assist the Parties in planning for the use of these funds. The information presented in this summary reflects the development plans for the Project as of the date of execution of the Agreement. Some changes may occur in the course of finalizing the actual development, but the core development plan is expected to remain as presented. While some development has commenced, it is understood that full implementation of the development plan will require a period of time expected to be between three to five years. (from what date?)

Development Site: The project site encompasses about 200 acres of land south of North Gate Boulevard, east of I-25, west of the Greyhawk at Northgate development and north of The Classical Academy school site. The Project site is bisected by the Powers Boulevard right-of-way. The map attached to this exhibit presents the boundaries of the Project, which is contained within the Copper Ridge Metropolitan District, the boundaries of which are shown on the map.

The land is zoned for commercial use and the City of Colorado Springs has approved the proposed land use plan. The right-of-way for Powers Boulevard has been established and the development is planned with full knowledge of the roads basic design.

Development Objective: The Copper Ridge at Northgate development has been designed to: (1) introduce to El Paso Authority retail names not currently located in the Authority, which typically have a limited number of locations and are expected to draw patrons from areas outside El Paso County, (2) provide a retail location for stores seeking to serve the trade area in keeping with their location planning criteria and (3) provide development opportunities for other commercial uses (restaurants, hotels, theaters, convenience retail and offices) seeking to locate within the project area. It is expected that many of the retailers will be drawn to the project due to its location and the trade area demographics. Inherent in the project's appeal to these retailers is an expectation that Powers Boulevard will be completed.

Development Areas and Program: There exist four discrete development areas within the total project area. They are best understood by using the intersection of Voyager and Powers to create a geographic reference point. The four quadrants, NW, NE, SE and SW, are each described below.

- NW- This area will include between 600,000 and 800,000 square feet of development. The nature of development will be large area (5 acres or more) developments featuring six to nine individual users or stores. It is expected that each facility will be at least 50,000 square feet and up to 150,000 square feet in size. Access to this location can be achieved by North Gate Boulevard and Voyager. However, these users expect Powers Boulevard to provide access for patrons whose travel originates from the east.

- NE- This component is actually made up of two development areas, one of which (Northgate Plaza) is underway. These projects will be contemporary, open-air retail centers with between 150,000 and 200,000 square feet of space. The tenants in these centers will serve the more immediate trade area.
- SE- This is a relatively small portion of the project and is also currently under development. It should include between 100,000 and 200,000 square feet of development with many users serving automobile related activities. A self-storage center is also planned for the site.
- SW- This quadrant is reserved for an enclosed retail mall and a lifestyle center. The mall will be about 850,000 to 1 million square feet and the lifestyle center about 75,000 square feet. This element is expected to be the final phase of development, largely due to the need to secure multiple store commitments before development can commence. Such tenant agreements are being actively pursued at this time. It is expected that the mall will include one or more Anchors.

In addition to the above, it is the intent of the developers to incorporate food service facilities at various locations throughout the development. It is also expected that one or more hotels operators will seek to develop properties most likely in the NW quadrant.

Copper Ridge Metropolitan District: In Improvements with the private development, the property owners have formed a Title 32 Special District to assist in the financing and construction of various public improvements.