**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is made effective as of [April 28, 2021] by and between COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “CSURA”), and SNA DEVELOPMENT LLC, a Colorado limited liability company (the “Developer”) (CSURA and Developer hereinafter each referred to as a “Party” and, collectively, the “Parties”), on the following terms and conditions.

**RECITALS**

WHEREAS, CSURA and Developer are parties to that certain Urban Renewal Agreement for Development of the South Nevada Avenue Area Urban Renewal Plan Area dated as December 16, 2015 (as amended from time to time, the “Agreement”) (capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Agreement); and

WHEREAS, the Parties have identified certain measures in addition to, or alternative to, those set forth in the Agreement that may further the development of the Property and the Area, and the Parties desire to enter into this Memorandum to delineate their agreement to cooperatively explore these measures, all as more particularly set forth herein;

**AGREEMENT**

NOW, THEREFORE, the Parties express their intent and understanding as follows:

1. Development Opportunities. The Parties will cooperate in good faith to explore additional and/or alternative measures to facilitate the further development of the Property and the Area, as well as the construction and funding of additional Public Improvements. The Parties acknowledge and agree that certain aspects of these potential measures will necessarily involve the cooperation of third parties and that neither Party shall have any liability for any acts or failures to act of any such third party. In furtherance of the foregoing, the Parties have identified the following tasks:

(a) CSURA will explore the feasibility of issuing a bond or supporting a bond issuance for, among other things, reimbursements of outstanding Excess Costs to the District from stabilized and predictable future “4th Silo” revenues in order to provide additional resources to complete Developer’s site development work and off-site improvements;

(b) The Parties will explore amending the Agreement relating to release parcels of the Property not subject to immediate development by the Developer, together with a release of corresponding off-site improvement obligations tied to said released parcels; and

(c) Working with other stakeholders, CSURA will assess opportunities to approach City Council for review and potential increase of the percentage of sales tax increment revenues allocated to the Area pursuant to the Cooperation Agreement.

2. Intent; Non-Binding Disclaimer. The Parties acknowledge and agree that:

 (i) This Memorandum does not include all of the material terms that would be included in any of the foregoing-described transactions, and thus does not constitute a formal agreement but only expresses the interest and desire of the Parties to negotiate and attempt to agree on terms and conditions for such transactions;

 (ii) Neither Party shall rely on this Memorandum, or any further discussions or negotiations regarding the transactions described in this Memorandum, as a commitment, offer, or agreement by the other Party to enter into any such transaction; and

 (iii) This Memorandum does not otherwise create any legally binding obligation on the Parties at law or in equity.

3. Termination. Either Party may terminate this Memorandum upon written notice to the other Party in accordance with the notice provisions in the Agreement.

4. Miscellaneous Provisions.

(a) Counterparts. This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Memorandum may be transmitted by facsimile or electronic mail, and facsimile or pdf signatures shall constitute original signatures for all applicable purposes.

(b) No Modification to the Agreement. Nothing in this Memorandum shall be deemed to modify, amend or supersede the terms, provisions, covenants and conditions of the Agreement.

(c) Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of Colorado.

(d) Further Assurances. The Parties shall each cooperate with each other to take all additional actions and execute and deliver all additional documents necessary or desirable to effectuate the provisions and spirit of this Memorandum.

[SIGNATURE PAGE FOLLOWS]

 IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date first above written.

COLORADO SPRINGS URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Randle W. Case II, Chair

ATTEST:

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SNA DEVELOPMENT LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:

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