

COLORADO SPRINGS URBAN RENEWAL AUTHORITY
RESOLUTION NO. 04-25

TITLE: A RESOLUTION OF THE COLORADO SPRINGS URBAN RENEWAL AUTHORITY APPROVING THE FIRST AMENDMENT TO URBAN RENEWAL AGREEMENT FOR REDEVELOPMENT OF IVYWILD URBAN RENEWAL AREA

WHEREAS, in connection with the Ivywild Neighborhood Urban Renewal Plan (the “Plan”), as recorded on July 20, 2011 at Reception Number 211069542 of the El Paso County, Colorado records, the Colorado Springs Urban Renewal Authority (the “Authority”) and Ivywild School, Inc. (“ISI”) entered into that certain Urban Renewal Agreement for Redevelopment of Ivywild Urban Renewal Area dated as of March 21, 2012 (the “Agreement”);

WHEREAS, the Authority and ISI desire to amend the Agreement to modify and add certain development obligations, to join Fonseca 94, LLC (“Fonseca”) to the Agreement as a redeveloper (the Authority, ISI and Fonseca hereinafter collectively referred to as the “Parties”) and update the financing provisions, among other things, pursuant to the First Amendment to Urban Renewal Agreement for Redevelopment of Ivywild Urban Renewal Area (the “Amendment”) attached hereto as Exhibit A;

WHEREAS, the Board of Commissioners of the Authority (the “Board”) has reviewed the proposed Amendment and determined that it furthers the goals and objectives of the Plan and the Agreement, and desires to authorize and direct the Authority executed and deliver the Amendment substantially in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED by the Authority as follows:

Approval of Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it in the best interests of the Authority to approve the Amendment;

FURTHER RESOLVED, that the Amendment be, and hereby is, authorized and approved and the Chair of the Authority, or, if directed by the Chair, the Executive Director of the Authority, be, and hereby is, authorized to execute and deliver the Amendment substantially in the form of Exhibit A attached hereto, with such changes as the Chair may approve which are not inconsistent with the provisions of these resolutions, and, subject to execution and delivery by the other Parties thereto, cause the Authority to perform its obligations under the Amendment in the name and on behalf of the Authority; and

FURTHER RESOLVED, that the Authority’s performance of its obligations under the Amendment, together with all actions heretofore or hereafter taken by each and any authorized person of the Authority, in connection with such Amendment be, and the same hereby are, authorized, approved, ratified and confirmed in all respects.


General Authorization.

RESOLVED, that the Chair, Vice Chair and the officers of the Authority be, and each of them hereby is, individually, authorized, empowered and directed, in the name and on behalf of the Authority, to execute and deliver such other documents and to take all such actions as they deem necessary or appropriate in connection with the transactions contemplated by the foregoing resolutions; and

FURTHER RESOLVED, that all actions previously taken in connection with the foregoing by any officer or agent of the Authority, in the name or on behalf of the Authority or any of its affiliates, be, and each of the same hereby is, authorized, adopted, ratified, confirmed and approved in all respects as the act and deed of the Authority.

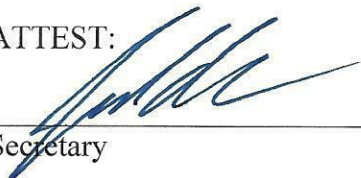
ADOPTED the 23rd day of April, 2025.

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY



John Olson, Chair

ATTEST:



Secretary

APPROVED AS TO FORM:



David M. Neville, General Counsel

Exhibit A

Form of First Amendment to Urban Renewal Agreement
for Redevelopment of Ivywild Urban Renewal Area

**FIRST AMENDMENT TO URBAN RENEWAL AGREEMENT FOR
REDEVELOPMENT OF IVYWILD URBAN RENEWAL AREA**

THIS FIRST AMENDMENT TO URBAN RENEWAL AGREEMENT FOR REDEVELOPMENT OF IVYWILD URBAN RENEWAL AREA (“Amendment”) is made effective as of _____, 2025 by and among COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), IVYWILD SCHOOL, INC., a Colorado corporation (“ISI”), and FONSECA 94, LLC, a Colorado limited liability company (“Fonseca”) (the Authority, ISI and Fonseca hereinafter collectively referred to as the “Parties” and each a “Party”), on the following terms and conditions.

RECITALS

WHEREAS, the Authority and ISI are parties to that certain Urban Renewal Agreement for Redevelopment of Ivywild Urban Renewal Area dated as of March 21, 2012 (the “Agreement”) (capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Agreement);

WHEREAS, the Authority’s obligations under the Loan Agreement have been paid in full and the terms of the Loan Agreement and the Escrow Agreement, as described in the Agreement, are no longer applicable;

WHEREAS, ISI constructed initial Public Improvements and Private Improvements on its Property in accordance with the Agreement, the Development Plan and the Construction Documents, but subsequent phases of the Development Plan and Construction Documents were not constructed and are no longer applicable;

WHEREAS, ISI has identified additional Public Improvements and Private Improvements that it has constructed or intends to construct on its Property (the Property originally defined in the Agreement is sometimes hereinafter referred to as the “ISI Property”) in accordance with the Plan and the Agreement, and the Authority has agreed to facilitate the financing and construction thereof upon the terms and conditions of the Agreement, as amended by this Amendment;

WHEREAS, Fonseca owns property within the boundaries of the Plan area legally described on Exhibit A attached hereto and made a part hereof (the “Fonseca Property”) which it intends to redevelop as a restaurant property known as the Blue Star 3.0;

WHEREAS, Fonseca desires to join as a Party to the Agreement and construct its Public Improvements and Private Improvements in accordance with the Agreement, and the Authority has agreed to the joinder of Fonseca as a Party to the Agreement and to facilitate the financing and construction of Fonseca’s Improvements upon the terms and conditions of the Agreement, as amended by this Amendment;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Joinder of Fonseca as a Party. Fonseca hereby joins the Agreement as a Party thereto. From and after the date hereof, each of ISI and Fonseca shall be deemed to be a “Redeveloper” under the Agreement, each with all the rights and obligations of Redeveloper in the Agreement, as amended by this Amendment.

2. Eligible Public Improvements. ISI and Fonseca have constructed or intend to construct improvements which would have been or will be eligible for reimbursement under the Plan and the Agreement, which reimbursements were precluded by the exclusive pledge of the TIF in accordance with the Loan Agreement. The obligations of the Authority under the Loan Agreement and the corresponding pledge of the TIF are expiring and the TIF is available for reimbursement or other financing of additional Eligible Public Improvements. Each of ISI and Fonseca have submitted a list of their respective Eligible Public Improvements, which list is attached hereto as Exhibit B and incorporated herein. From and after the date hereof, the term “Eligible Public Improvements” shall include the respective Public Improvements of ISI and Fonseca listed on Exhibit B attached hereto.

3. Private Improvements. From and after the date of this Amendment, the term “Private Improvements” as defined in Section 2 of the Agreement shall mean, in the case of ISI, certain parking, exterior, loading dock and art improvements, and, in the case of Fonseca, certain parking, building exterior and interior, landscaping, lighting, and pedestrian wayfinding improvements.

4. Plan Review Procedure. A new Section 3.7 is added to the Agreement to read as follows:

“3.7 Plan Review Procedure. Redeveloper will submit to the Authority its development plans (each a “Development Plan”), design standards, the construction documents (“Construction Documents”), and the uses it proposes for the redevelopment of the Property, and any replatting documents (collectively, the “Plans and Specifications”) for the Project or component thereof at the same time that Redeveloper submits such Plans and Specifications to the City for review. The Authority shall review and approve the Plans and Specifications and no further approval by the Authority shall be required except for any substantial change in the Plans and Specifications; provided, however, that so long as the City approves the Plans and Specifications, the Authority may not disapprove of the Plans and Specifications unless the Authority makes a finding that such Plans and Specifications are materially inconsistent with the Plan or Development Plan; and provided further that the Authority shall not disapprove of any Plans and Specifications due to the inclusion of any proposed use that is permitted by the applicable zoning, approved by the City, and consistent with the Urban Renewal Plan and Development Plan. The Authority shall deliver its written approval or rejection of the Plans and Specifications on or prior to the earlier of the date that is 30 days after the Authority receives the Plans and Specifications or the date that is 10 days after the City approves the Plans and Specifications (the “Review Deadline”). If the Authority does not provide a written approval or rejection of the Plans and Specifications on or prior to the Review Deadline, the Authority shall be deemed to have approved the Plans and Specifications. Any rejection of the Plans and Specifications by the Authority must specify the way in which the Plans and Specifications are materially inconsistent with the Plan or Development Plan. Upon any such rejection, Redeveloper shall submit new or corrected Plans and Specifications for the Project,

or portion thereof, that conform to the requirements of this Agreement. The construction of the Improvements shall substantially conform to the Plans and Specifications as approved by the Authority. If Redeveloper desires to make any substantial changes in the Plans and Specifications for the Project, or portion thereof, after their approval, Redeveloper shall submit the proposed changes to the Authority for approval according to the same process as for approval of the initial Plans and Specifications. Approvals or rejections of Plans and Specifications or proposed changes shall be made by the Authority as provided herein and should approval or rejection not be timely made, then it shall be deemed that approval has been given.”

5. Amendment to Section 4.1. Section 4.1 of the Agreement is amended and restated in its entirety to read as follows:

“4.1. Redeveloper’s Financing. Each Redeveloper shall obtain financing commitments, in connection with the Amendment, for construction of the Private Improvements which are acceptable to it and to the Authority. Each Redeveloper shall deliver to the Authority evidence, in a form and substance acceptable to the Authority, of the debt and/or equity financing necessary to develop its Project and shall obtain the Authority’s consent to such financing, which consent shall not be unreasonably denied, conditioned, or delayed.”

6. Amendment to Section 4.2. Section 4.2 of the Agreement is amended and restated in its entirety to read as follows:

“4.2. Authority Financing. In connection with the Amendment, the Authority shall obtain a loan in the approximate amount of \$ _____ secured by incremental property and sales taxes substantially in accordance with the [Loan Agreement] reviewed by Redeveloper (the “2025 Loan Agreement”). Notwithstanding any provisions herein to the contrary, the terms and conditions of the 2025 Loan Agreement shall be subject to approval by the Redeveloper, including, without limitation, any provisions governing the payment of construction draws related to the Eligible Public Improvements and payment of any cost overruns and cost savings in connection therewith.”

7. Amendment to Section 4.4. Section 4.4 of the Agreement is amended and restated in its entirety to read as follows:

“4.4 Authority’s Limited Reimbursement Obligation. The Parties understand and agree that the terms and conditions of the Authority’s payment obligation under this Agreement is a special revenue obligation limited to and governed by the Loan Agreement and this Agreement, and no other source of payment is or shall be available for payment to or on behalf of the Redeveloper. Notwithstanding the foregoing, in the event that there remain unreimbursed costs of Eligible Public Improvements (“Reimbursable Project Costs”) after the expiration of the obligations of the Loan Agreement, the Authority may reimburse such Reimbursable Project Costs to the extent that TIF revenues are available. The Authority’s reimbursement obligation hereunder shall terminate on the first to occur of (a) payment in full of the Authority’s reimbursement obligation or (b) termination of the right of Redeveloper to receive the TIF revenues under the Act or any revenues legally available as a payment obligation in lieu of or as replacement of such TIF revenues. Redeveloper acknowledges that the generation of TIF revenues is totally dependent

upon the production and collection of TIF revenues from the Area in accordance with the Act, and agrees that the Authority is in no way responsible for the amount of TIF revenues actually generated.”

8. Authority Administrative Fee. A new Section 4.6 is added to the Agreement to read as follows:

“4.6. Authority Administrative Fee. Commencing in the calendar year 2025 and continuing through calendar year 2036, an administrative fee (the “Authority Administrative Fee”) in the annual amount of \$15,000 of the total annual TIF revenue shall be retained and collected annually by the Authority from the total TIF revenue initially deposited in the special fund maintained by the Authority in accordance with the Act, the proceeds of which shall be used, among other things, to defray the Authority’s costs of administering the Plan, including, but not limited to, overhead, administration, accounting and reporting of the collection and disbursement of TIF revenues. In any year in which the TIF revenue falls below the amount sufficient to pay the Authority Administrative Fee in full, Redeveloper shall pay the Authority Administrative Fee (or the applicable unfunded balance thereof) not later than June 30 of such year. Any unpaid amount shall accrue interest thereon at an annual rate of simple interest set forth below. Any unfunded balance of the Authority Administrative Fee paid by the Redeveloper pursuant to this Section, including any required interest, shall be a Reimbursable Project Cost that shall accrue and be paid to the Redeveloper when and as TIF revenues are available to pay such Reimbursable Project Cost pursuant to Section 4.4.”

9. Deletion of Inapplicable Provisions. Section 9 “Mortgage Financing; Rights of Mortgagees” and Section 10 “Termination” are hereby deleted from the Agreement in their entirety and replaced with “Intentionally Omitted.”

10. Notices. Section 13.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

“13.9 Notices. A notice, demand, or other communication under this Agreement by any Party to the other shall be sufficiently given if delivered in person or if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally or by electronic mail with confirmation of receipt, and

(a) in the case of Redeveloper, is addressed to or delivered to Redeveloper as follows:

If to ISI: Ivywild School, Inc.
 1647 South Tejon Street
 Colorado Springs, CO 80905
Attn: Mike Bristol
Email: mikeb@bristolbrewing.com

If to Fonseca: Fonseca 94, LLC
1604 South Cascade Street
Colorado Springs, CO 80905
Attn: Joseph Coleman
Email: joe@bluestargroup.co

with a copy to:

Attn: _____
Email: _____

(b) in the case of the Authority, is addressed to or delivered personally to the Authority as follows:

Colorado Springs Urban Renewal Authority
P.O. Box 1575, MC 640
Colorado Springs, CO 80901-1579
Attn: Executive Director
E-mail: jariah.walker@coloradosprings.gov

with a copy to:

Kraemer Deen Neville Gebauer LLC
Attn: David M. Neville, Esq.
430 N. Tejon, Suite 300
Colorado Springs, CO 80903
E-mail: dneville@k2blaw.com

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. Notice is deemed to be given on the date received (if mailed according to this section), or on the date delivered (if personally delivered or electronically mailed with confirmed receipt in accordance with this section).”

11. Miscellaneous Provisions.

(a) Entire Agreement; Binding Effect. The Agreement, as amended by this Amendment, contains the entire understanding of the parties hereto with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof. All the terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All Recitals at the beginning of this Amendment are incorporated herein by this reference.

(b) Counterparts. This Amendment 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 Amendment may be transmitted by facsimile or electronic mail, and facsimile or pdf signatures shall constitute original signatures for all applicable purposes.

(c) No Other Modification. Except as expressly modified by this Amendment, the terms, provisions, covenants and conditions of the Agreement shall remain unchanged and are hereby ratified and confirmed as of the date hereof as being in full force and effect. Notwithstanding the foregoing, whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

(d) Time of the Essence. Time is of the essence in this Amendment.

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

(f) 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 Amendment.

[SIGNATURE PAGE FOLLOWS]

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

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

By: 
John Olson, Chair

ATTEST:



IVYWILD SCHOOL, INC.

By: _____
Name: _____
Title: _____

FONSECA 94, LLC

By: _____
Name: _____
Title: _____

Exhibit A

Fonseca Real Property

THAT PART OF RESERVED TRACT IN ADD NO 1 IVYWILD, THAT PART OF VAC RAMONA AVE AS FOLS: BEG AT POI OF ELY R/W LN OF S TEJON ST AND N LN OF SEC 30-14-66 SD POINT BEING 988.09 FT W OF NE COR OFNW4 OF SD SEC, TH S 23<18'00" W 145.76 FT, S 66<42'00" E 49.57 FT, S 65<47'46" E 36.77 FT, S 28<58'00" E 49.57 FT, N 81<02'00" E 64.06 FT, N 89<55'00" E 48.60 FT, N 00<12'16" W 185.37 FT, TH S 88<15'07" W 148.98 FT TO POB

Exhibit B
Eligible Public Improvements

ISI Property

Scope Of Work	Estimated Cost
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
	Subtotal
	Interest
	TOTAL

Fonseca Property

Scope Of Work	Estimated Cost
1.	
2.	
3.	
4.	
5.	

- 6.
- 7.
- 8.
- 9.
- 10

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Subtotal

Interest

TOTAL