TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2026-01

A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY APPROVING THE REDEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH ROOTS TO REVIVAL, LLC FOR PROPERTY LOCATED AT 402 MAIN STREET IN LYONS

WHEREAS, by Resolution No. 2015-46, on May 18, 2015, the Town of Lyons Board of Trustees established the Town of Lyons Urban Renewal Authority (the "Authority"); and

WHEREAS, the Lyons Urban Renewal Authority ("LURA") is authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"); and

WHEREAS, more specifically, LURA has undertaken to eliminate and prevent blight and to prevent injury to the public health, safety, morals, and welfare of the residents of the Town of Lyons, Colorado (the "Town"); and

WHEREAS, the Town Board of Trustees adopted Resolution No. 2015-138 on December 21, 2015, approving the Lyons Area Urban Renewal Plan (the "Plan"), which guides the elimination and prevention of conditions of blight in the area described in the Plan (the "Plan Area"); and

WHEREAS, LURA is authorized under the Plan and the Act to utilize incentives and to expend incremental property tax revenues in order to provide for the redevelopment of the Plan Area and promote improvements of properties in the Plan Area; and

WHEREAS, Roots to Revival, LLC, a Colorado limited liability company (the "Owner") owns certain real property located at 402 Main Street within the Plan Area, at Assessor Tax Parcel Number 120318474009 (the "Property"); and

WHEREAS, Owner is the current owner of the Property; however, Owner plans to convey the Property to ROOTS TO REVIVAL, LLC (the "Developer"), which includes , as members, Bart Lorang, Sarah Lorang, and the existing owners of 4455 W. COLFAX, LLC; and

WHEREAS, in furtherance of the Plan, the Developer intends to construct a 2-story commercial / office building on the Property; and

WHEREAS, LURA, finding redevelopment of the Property within the Plan Area to be within the best interest of LURA and the health, safety, and welfare of the citizens of the Town, intends to provide certain incentives to the Owner or Developer in order to facilitate the redevelopment of the Property with the expectation that LURA's involvement will encourage and accelerate the timing of development, thus providing substantial direct and indirect benefits to

the Town, its citizens, and the surrounding area in numerous ways, and furthering the elimination and prevention of conditions of blight; and

WHEREAS, LURA wishes to ensure development of the Property is financially feasible and successful by providing financial assistance to the Owner or Developer with funds generated from the collection of incremental property taxes levied upon the Property;

WHEREAS, in order to further the purposes of the Act and the Plan, LURA and the Owner desire to enter into a Redevelopment and Reimbursement Agreement (the "Reimbursement Agreement"), attached hereto and made a part hereof as Exhibit A, which outlines various forms of incentives and financial assistance in accordance with the Plan and the Act.

WHEREAS, LURA agrees that this Reimbursement Agreement may be assigned by the Owner to the Developer at the time Owner conveys the Property to the Developer without requiring additional LURA approvals, provided that written notice of the assignment and assumption of the Reimbursement Agreement by the Developer, along with documentation confirming the formation and membership of the Developer, is promptly submitted to LURA.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY:

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

Section 2. Pursuant to the Act, it is the opinion of LURA that the Reimbursement Agreement, in substantially the form attached hereto, is in the best interest of LURA, furthers the implementation of the Plan, and is necessary for development or redevelopment of the Plan Area and the prevention and elimination of blight within the Plan Area.

Section 3. LURA has duly considered and hereby approves the Reimbursement Agreement, in substantially the form attached hereto, and directs and authorizes the Chair to execute the Reimbursement Agreement on behalf of LURA, subject to technical additions, deletions and variations as the counsel to LURA may determine to be necessary and appropriate to protect the interests of LURA or to the effectuate the purposes of this Resolution.

Section 4. That the Chair is authorized to execute any related documents or certificates necessary in connection with the transactions contemplated by the Reimbursement Agreement.

Section 5. This Resolution shall be effective immediately upon its adoption.

Adopted this 22nd day of January, 2026.

TOWN OF LYONS URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

_____
Authority Clerk

EXHIBIT A

REDEVELOPMENT AND REIMBURSEMENT AGREEMENT

REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
BY AND BETWEEN
THE LYONS URBAN RENEWAL AUTHORITY
AND 4455 W. COLFAX, LLC

THIS REDEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into as of _____, 2025 ("Effective Date"), by and between the **LYONS URBAN RENEWAL AUTHORITY**, a body corporate and a political subdivision of the State of Colorado (the "LURA"), and **4455 W. COLFAX, LLC**, a Colorado limited liability company (the "Developer").

RECITALS

WHEREAS, LURA is a public body corporate and politic organized as of May 18, 2015, by Resolution No. 2015-46, and authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of the Title 31, C.R.S. ("Act"); and

WHEREAS, LURA's powers include activities and undertakings to eliminate and prevent blight and to prevent injury to the public health, safety, morals, and welfare of the residents of the Town of Lyons, Colorado (the "Town"); and

WHEREAS, the Developer owns property located at 402 Main Street, Lyons, Colorado 80540 (aka 6251⁄2 4th Avenue), Assessor Tax Parcel Number 120318474009 (the "Property"); and

WHEREAS, the Property is located within the area described in the existing Lyons Area Urban Renewal Plan, approved by the Town Board by Resolution No. 2015-138 on December 21, 2015 (the "Plan" and "Plan Area" described therein); and

WHEREAS, LURA is authorized under the Plan and the Act to utilize incentives and to expend incremental property tax revenues in order to promote and encourage development activity by private enterprise within the boundaries of the Plan Area; and

WHEREAS, in furtherance of the Plan, the Developer intends to construct a 2-story commercial / office building on the site ("Project"); and

WHEREAS, LURA, finding development of the Property within the Plan Area to be within the best interest of LURA and the health, safety, and welfare of the citizens of the Town, intends to provide certain incentives to the Developer in order to facilitate the redevelopment of the Property with the expectation that LURA's involvement will encourage and enhance the available improvements, thus providing substantial direct and indirect benefits to the Town, its citizens, and the surrounding area in numerous ways; and

WHEREAS, LURA wishes to ensure development of the Property is financially feasible and successful by providing financial assistance to the Developer with funds generated from the collection of incremental property taxes levied upon the Property; and

WHEREAS, the Parties intend this Agreement to set forth: (i) the public finance structure made available to the Developer to ensure that blight is cured and the Property located within the Plan Area is redeveloped; (ii) the respective roles and responsibilities of LURA and the Developer to finance, develop and construct the various components of the Project; and (iii) the timetable for implementation of the incentives described herein and the financing and construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties mutually agree as follows:

Section 1. Incorporation of Recitals. The Recitals to this Agreement are true and correct and are incorporated herein by this reference as though fully set forth in the body of this Agreement.

Section 2. Capitalized Terms and Definitions. Capitalized terms in this Agreement have the meanings set forth in this Section 2, or otherwise defined herein, unless a different meaning clearly appears from the context:

"Agreement" has the meaning set forth in the initial paragraph of this Agreement.

"Act" means the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

"Administrative Fee" means a fee, paid to LURA on a yearly basis. The yearly Administrative Fee shall be 2% of the Pledged Revenues for each year of the Agreement. The Administrative Fee shall be withheld by LURA from the deposit of Pledged Revenues into the Special Fund each year and used to administer the Pledged Revenues under this Agreement.

"Commencement of Construction" means the visible commencement by the Developer of actual physical operations on the Property for the construction of the Project after obtaining any necessary licenses or permits from the Town.

"Completion of Construction" means the date that is the last to occur of the following: (i) the Developer obtaining and providing LURA with a copy of the certificate of occupancy for the Project from the Town of Lyons Planning and Development Department; (ii) the Developer providing LURA with a signed, written statement confirming that all of the

Eligible Improvements which are Eligible Costs have been substantially completed in accordance with this Agreement and the Construction Documents; and (iii) the Town building officials confirming in writing that the Developer complied with the requirements for the improvements which are Eligible Costs.

"Construction Documents" means the final plans, drawings, and specifications, and all modifications thereto, for the Project prepared by the Developer and approved by the Town of Lyons Planning and Development Department.

"County" means, individually or collectively as applicable, the Boulder County Assessor, the County Treasurer, and the Tax Administrator.

"County Assessor" means the Boulder County Assessor's Office.

"County Treasurer" means the Boulder County Treasurer's Office.

"Developer" has the meaning set forth in the initial paragraph of this Agreement.

"Duration" means the remainder of the 25-year period that LURA will receive Tax Increment Revenues pursuant to the Plan, which terminates December 21, 2040, and the period during which the last payments of Tax Increment Revenues received pursuant to the Plan are being made by the County Treasurer to LURA in 2041.

"Effective Date" has the meaning set forth in the initial paragraph of this agreement.

"Eligible Costs" means all reasonable and necessary costs, including soft costs, expended by the Developer in furtherance of the Project that LURA has determined have a public benefit in furtherance of the Act and the Plan which may be paid from Pledged Revenues, for the Eligible Improvements identified on **Exhibit A**.

"Eligible Improvements" means the improvements approved by the LURA in furtherance of the Project for which the Developer may be reimbursed Eligible Costs, and which are identified on **Exhibit A**.

"Legal Fee" means a one-time fee of an amount not to exceed $5,000, which was deposited by the Developer into an escrow account prior to execution of this Agreement. Funds from the escrow account shall be used by LURA to cover legal, administrative, financial, and other costs incurred in connection with the drafting and negotiation of this Agreement, and the review, processing, and administration of the Developer's application for tax increment financing funds. Any remaining balance in the escrow account shall be disbursed to the Developer upon execution of this Agreement and payment of all related invoices.

"LURA" has the meaning set forth in the initial paragraph of this Agreement.

"Maximum Reimbursement Obligation" means the lowest and earliest reached of the following: (i) the total amount of Pledged Revenues paid to the Developer during the Term, or (ii) the amount set forth in Section 9.B.

"Party(ies)" means, individually or collectively as applicable, LURA and the Developer.

"Plan" means the Lyons Area Urban Renewal Plan, approved by the Town Board by Resolution No. 2015-138 on December 21, 2015.

"Plan Area" means the area of land within the boundaries of, and described within, the Plan. The Property is included within the Plan Area.

"Pledged Revenues" means 80% of Tax Increment Revenues associated with the Property each year, which amount is pledged to payment of Eligible Costs under this Agreement, less (a) the Administrative Fee; (b) Tax Increment Revenues associated with the Property already pledged by LURA under previously existing redevelopment agreements with other property owners within the Plan Area; and (c) any offsets collected by the County Treasurer for return of overpayments or any reserve funds retained by the Authority for such purposes in accordance with Sections 31-25-107(9)(a)(III) and (b) of the Act. The methodology for calculating Pledged Revenues is set forth in Section 10.

"Project" has the meaning set forth in the initial paragraphs of this Agreement, as may be modified by the Developer with the approval of the LURA Board.

"Property" has the meaning set forth in the initial paragraphs of this Agreement.

"Property Base Value" means $87,345.00, the latest assessed value of the Property as certified by the County as of the Effective Date. The Property Base Value will be used to calculate Tax Increment Revenues for the Term.

"Reimbursement" means the reimbursement of the Developer for Eligible Costs by LURA.

"Reimbursement Obligation" means LURA's obligation to reimburse the Developer for Eligible Costs after Completion of Construction, which shall not exceed the Maximum Reimbursement Obligation.

"Special Account" has the meaning set forth in Section 9.C of this Agreement.

"Special Fund" has the meaning set forth in Section 9.C of this Agreement.

"Tax Administrator" means the Property Tax Administrator for the State of Colorado.

"Tax Increment Revenues" means all ad valorem property tax revenues, if any, actually received by LURA each year from the Property during the Duration in excess of the property tax revenues attributed to and generated from the levy of property tax by taxing entities against the Property Base Value.

"Term" has the meaning set forth in Section 3 of this Agreement.

"Town" has the meaning set forth in the Recitals of this Agreement.

"Work" means everything required to be furnished and done by the Developer as described in the Construction Documents, including but not limited to, obtaining necessary building permits.

Section 3. Term. Unless earlier terminated as expressly provided for in this Agreement, the term of this Agreement (the "Term") shall commence on the Effective Date and will continue until the earlier of: (a) the Maximum Reimbursement Obligation is paid; or (b) expiration of the Duration. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term, including payment to the Developer of the Maximum Reimbursement Obligation for reimbursement of Eligible Costs from Pledged Revenues. If Commencement of Construction has not occurred by December 15, 2026, this Agreement shall automatically terminate unless extended by written agreement of the Parties.

Section 4. Eligible Costs. Subject to the provisions of this Agreement, LURA shall reimburse the Developer for Eligible Costs up to the Maximum Reimbursement Obligation, in accordance with Section 8, from the Pledged Revenues. The Eligible Improvements for the Project are set forth in **Exhibit A.** Such costs must be documented by the Developer and approved by LURA. While the costs for individual line items may increase or decrease, and Developer may allocate cost savings in the line items listed in **Exhibit A** to any cost overruns in any other line item, in no event will the total Reimbursement Obligation exceed the Maximum Reimbursement Obligation. Upon request by LURA, the Developer will provide backup documents (such as invoices and contract documents), in a form satisfactory to LURA in its reasonable discretion.

Section 5. Construction, Completion and Operation. The Developer shall have no obligation to commence or complete construction of the Project, however, LURA agrees to only reimburse the Developer for Eligible Costs from any available Pledged Revenues upon Completion of Construction. The Developer covenants and agrees to perform the redevelopment and renovation work for the Project required by this Agreement in accordance with all applicable laws, ordinances, standards, policies, and the Plan. The Developer shall

permit a representative of LURA or the Town access to the Property to inspect the Work at any reasonable time during reasonable business hours and with prior notice to the Developer during the construction period and to determine Completion of Construction. Approvals by LURA under this Section shall not be unreasonably withheld, conditioned or delayed.

Section 6. Insurance. At all times prior to Completion of Construction, the Developer, within ten (10) days after request by LURA, will provide LURA with proof of payment of premiums and certificates of insurance showing that the Developer is carrying or causing prime contractors to carry, insurance in the amounts and types acceptable to Developer and LURA. Such policies of insurance shall be placed with financially sound and reputable insurers, require the insurer to give at least thirty (30) days' advance written notice of cancellation to LURA and will include LURA as an additional insured on such policies.

Section 7. Indemnification. Except for negligence of LURA's inspectors, employees, agents, and other representatives, the Developer will defend, indemnify, assume all responsibility for, and hold LURA, its board members, officers, and employees harmless (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property, environmental liability, and injuries to persons, including accidental death, that may be caused by any of the construction activities under this Agreement, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer, whether such damage shall accrue or be discovered before or after termination of this Agreement.

Section 8. Reimbursement by LURA, Maximum Reimbursement, and Pledged Revenues.

A. Reimbursement. LURA's Reimbursement Obligation to the Developer for Eligible Costs is a multiple-fiscal year obligation of LURA payable only from Pledged Revenues and shall not exceed the Maximum Reimbursement Obligation. The Reimbursement Obligation shall be paid solely from the Special Account described in Section 9.C of this Agreement. The Reimbursement Obligation shall not be paid from any other revenues of LURA. If Tax Increment Revenues are not received by LURA in any fiscal year, then no payment of Pledged Revenues shall be made for that year.

B. Trigger for Pledged Revenues. The Developer shall be eligible to receive Pledged Revenues associated with the Property upon both Completion of Construction and receipt by LURA from the County Treasurer of Tax Increment Revenues generated by the Project on the Property.

C. Pledged Revenues. Pledged Revenues means the revenue defined in Section 2 of this Agreement, which amounts shall be calculated, collected, deposited, and maintained in the Special Account in accordance with Section 9, and paid to the Developer during each year of the Duration after the trigger for reimbursement is met. No other tax increment financing revenues received by LURA or any other revenues received by LURA shall be considered

Pledged Revenues. Pledged Revenues do not include Tax Increment Revenues associated with the Property already pledged by LURA under previously existing redevelopment agreements with other property owners within the Plan Area. LURA hereby irrevocably pledges the Pledged Revenues to payment of the Reimbursement to the Developer as provided herein for the Duration. Other than the existing redevelopment agreements with other property owners within the Plan Area, LURA shall not enter into any new agreement or transaction that impairs the rights of the Developer under this Agreement. LURA's Reimbursement Obligation established by this Agreement is and shall be an obligation of LURA pursuant to Section 31-25-101, C.R.S., et. seq.

Section 9. Calculation of the Pledged Revenues; Maximum Reimbursement. The Pledged Revenues shall be calculated each year in accordance with the definitions of Tax Increment Revenues and Pledged Revenues set forth in Section 2.

A. Proof of Tax Bill. The amount of Pledged Revenues paid each year will be calculated and remitted only after the Developer demonstrates proof of its tax bill and payment of its taxes for that year to LURA.

B. Maximum Reimbursement Obligation. LURA and the Developer agree that the Maximum Reimbursement Obligation will not exceed the amount of ONE MILLION SEVEN HUNDRED AND FORTY-SIX THOUSAND FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS ($1,746,469.00).

C. Account of the Special Fund. Pursuant to the Act, LURA shall promptly deposit, keep, and disburse the Tax Increment Revenues it receives in a special fund dedicated for that purpose (the "Special Fund"). Subject to the provisions of this Agreement, LURA agrees to establish, make deposits into, make disbursements from, and provide reports with respect to a line item within the Special Fund established for this Agreement (the "Special Account"). The Special Account shall include only the Pledged Revenues set forth in Section 8 of this Agreement. No other tax increment financing revenues received by LURA or any other revenues received by LURA shall be included in the Special Account. Subject to Section 9 of this Agreement, LURA agrees to budget, appropriate, and deposit into the Special Account the Pledged Revenues.

D. Calculation of Pledged Revenues. [TO BE INSERTED]

Section 10. Methodology and Risk Allocation of the Pledged Revenue; Protests or Abatements. The Developer understands and acknowledges that Tax Increment Revenues are remitted to LURA according to policies and procedures adopted by the Tax Administrator, the County Assessor, and the County Treasurer and based on the annual valuation of all properties located within the Plan Area. Accordingly, the timing and payment by the County to LURA of all, or some portion, of the Tax Increment Revenues is a matter that is out of the control of LURA. Nothing herein is intended to be, or shall be construed as, a promise or guarantee by LURA that the Pledged Revenues will be collected and remitted to LURA in projected or anticipated

amounts. LURA shall take reasonable steps to (a) provide the County Assessor with information of activities that increase the assessed value of all property within the Plan Area, (b) meet with the County Assessor at least annually to assist the County Assessor in calculating the total assessed value of the Plan Area, and (c) review the calculation of assessed values and the allocation of value to the Plan Area Base Value each year to assure to the extent reasonably possible that such calculations and allocations are true and accurate with the final calculations being the responsibility of the County Assessor.

A. Methodology. The Developer acknowledges and agrees that the Tax Increment Revenues attributable to the properties located within the entire Plan Area are calculated and remitted to LURA in the aggregate for the entire Plan Area. Therefore, LURA shall utilize the amount of property taxes paid by Developer on the Property to determine the Tax Increment Revenues or will use another mutually agreed upon methodology for determining and allocating its funds and Tax Increment Revenues actually received associated with the Project and Property pursuant to this Agreement. In such event, upon request, LURA will provide to the Developer an explanation of its methodology together with supporting documentation.

B. Allocation of Risk. The Developer acknowledges that the generation of Pledged Revenues is dependent upon the entire Plan Area generating increment, something outside the control of LURA and the Developer. The Developer acknowledges that Pledged Revenues do not include Tax Increment Revenues associated with the Property already pledged by LURA under previously existing redevelopment agreements with other property owners within the Plan Area. The Developer acknowledges that the generation of Pledged Revenues is dependent upon completion of the Project and agrees that LURA is in no way responsible for the amount of Pledged Revenues actually generated. The Developer further acknowledges that the Tax Administrator and the County Assessor may modify the process for calculating Tax Increment Revenues, which may reduce the amount of Pledged Revenues. The Developer therefore agrees to assume the entire risk that insufficient Pledged Revenues will be generated to reimburse all Eligible Costs.

C. Protests or Abatements. During the Term of this Agreement, if the Developer intends to protest the County Assessor's valuation of the Property, or seek abatement of the Property's property tax for the Term of the Agreement, the Developer must provide written notice of such intent to LURA.

Section 11. Payment Procedure. After Completion of Construction and subject to the above provisions, upon the Developer demonstrating proof of its tax bill and payment of its taxes for that year to LURA and requesting payment of Eligible Costs, LURA shall disburse the Pledged Revenues, if any, in the Special Account to the Developer within sixty (60) days after receipt from the County Treasurer and conclusion of the applicable fiscal year. For example purposes only, assuming that Developer has demonstrated proof of 2026 tax payments and requested payment of Eligible Costs, and assuming LURA has received Tax Increment Revenues from the County Treasurer for 2025, within sixty (60) days of January 1, 2027, LURA shall calculate and disburse the Pledged Revenues to the Developer for the 2026 year.

Section 12. Books and Accounts. LURA will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amount of Tax Increment Revenues and Pledged Revenues received by LURA and the amounts deposited into and paid out from the Special Account.

Section 13. Inspection. All books, records, and reports (except those required by applicable law to be kept confidential) in the possession of LURA relating to the Tax Increment Revenues and Pledged Revenues, and allocation of such revenue to the Special Account, including the books and records described in Section 12, shall at all reasonable times be open to inspection by accountants or other agents of the Developer as provided by law.

Section 14. Transfer or Assignment. Prior to Completion of Construction, this Agreement shall not be assigned or transferred by the Developer without the prior written consent of LURA, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of an assignment or transfer, this Agreement will be binding on successors and assignees. Notwithstanding the foregoing, because the right to the Reimbursement Obligation is a personal contract right belonging to the Developer and does not "run with the land," the following assignments and transfers shall not require any consent by LURA. In the event of a permitted assignment or transfer, the Developer shall notify LURA of the assignment, and LURA shall adjust its payments accordingly; however, in no event shall LURA be required to make duplicate payments of Pledged Revenues.

A. The Developer may lease, sell, lien or otherwise transfer its interest in the Property (including but not limited to individual units) to third-parties, in the ordinary course of the Developer's business, and such lease, sale, lien, or transfer shall not be deemed to automatically assign or transfer any of the Developer's rights to the Pledged Revenues, which rights shall be retained by the Developer.

B. Notwithstanding the above, the Developer may pledge, collaterally assign or otherwise encumber all or any part of its rights arising under this Agreement, including the rights to the Pledged Revenues, to a lender.

C. The Developer may convey the Property and assign this Agreement to ROOTS TO REVIVAL, LLC, which includes as members Bart Lorang, Sarah Lorang, and the existing owners of 4455 W. COLFAX, LLC, so long as ROOTS TO REVIVAL, LLC assumes all obligations under this Agreement and the above-required notice is promptly provided to LURA.

Section 15. LURA Sign(s) on the Property. The Developer agrees to permit LURA to erect a sign on the Property at LURA's expense, recognizing LURA's involvement in the Property and Contribution to the redevelopment and renovation of the Property. Such sign may be posted on the Property from the start of construction until the Completion of Construction. The location,

message, lettering, configuration, materials, design and other criteria shall be subject to approval by LURA and the Developer.

Section 16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered by email, upon acknowledged receipt; in person; by prepaid overnight express mail or reputable overnight courier service; or by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously or subsequently furnished in writing, to the other Party.

Section 17. Exhibits. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

Section 18. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of "acts of God", fires, floods, strikes, labor disputes, accidents, pandemics, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

Section 19. Default. Time is of the essence, subject to Section 18 above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then, subject to notice and the opportunity to cure as set forth below, any non-defaulting Party may seek any remedy available at law or in equity, including damages, court costs, and attorney fees and costs as may be proper; provided, however, any such default shall not affect the obligation of LURA to collect and pay the Pledged Revenues after the Developer has achieved Completion of Construction and the trigger to commence payments has occurred; and provided further that in the event the Developer shall be in default of this Agreement prior to Completion of Construction, LURA's sole remedy shall be to terminate this Agreement; but nothing shall permit LURA to terminate this Agreement in a manner that adversely affects the rights of third parties to receive all or any part of the Pledged Revenues in connection with a collateral assignment authorized by this Agreement upon Completion of Construction and submittal of the requisite requests for Reimbursement of Eligible Costs.

Section 20. Notice of Default and Cure Period. In the event of an alleged default by a Party, prior to the non-defaulting Party's ability to move forward with remedies pursuant to Section 19 above, the non-defaulting Party must deliver written notice to the defaulting Party of such default, and the defaulting Party shall have thirty (30) days after receipt of the notice to cure such default, or commence to cure if such default cannot be cured within such period.

Section 21. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

Section 22. Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement, including documentation necessary for the collateral assignment of the Agreement or Pledged Revenues pursuant to Section 14.

Section 23. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

Section 24. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

Section 25. Governing Law. This Agreement shall be governed by the laws of the State of Colorado and venue for any litigation shall be Boulder County, Colorado.

Section 26. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 27. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 28. No Third-Party Beneficiaries. Except for transferees and lenders under Section 14, this Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

Section 29. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

Section 30. Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

Section 31. Minor Changes. The Parties executing this Agreement are authorized to make nonsubstantive corrections (as determined in the sole discretion of the Executive Director of LURA in counsel with LURA's attorney) to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

Section 32. Days. If the day for any performance or event provided for herein is a Saturday, a
Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

Section 33. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

Section 34. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

Section 35. Nonliability of LURA Officials and Employees. No board member, official, employee, agent or consultant of LURA or the Town shall be personally liable to the Developer in the event of a breach of this Agreement or any indenture for any amount that may become due to the Developer under the terms of this Agreement or any indenture. No member, manager, agent or employee of the Developer shall be personally liable in the event of a breach of this Agreement.

Section 36. Governmental Immunity. The LURA and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the LURA, its officers, attorneys or employees.

Section 37. Right to Return. LURA understands that the Developer retains the right to return to LURA with an application for tax increment financing or grants on additional projects and parcels.

Section 38. Termination. Unless earlier terminated by mutual agreement of the Parties or as a result of remedies properly exercised by a non-defaulting Party as set forth in Section 19 above, except as otherwise provided, this Agreement shall automatically terminate on the earlier of: (a) as of the date of LURA's final payment to the Developer of the Maximum Reimbursement Obligation; or (b) expiration of the Duration.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of _____, 2025.

LYONS URBAN RENEWAL AUTHORITY

_____
Chairperson

ATTEST:

_____
Secretary

Address for Notices:
435 5th Avenue
Lyons, Colorado 80540

DEVELOPER:
4455 W. COLFAX, LLC

By: _____
Name: _____
Its: _____

Address for Notices:
1575 Boulder Street, Unit E
Denver, Colorado 80211

[END OF SIGNATURES]

EXHIBIT A

ELIGIBLE IMPROVEMENTS

Category	Subcategory	Estimated Cost	Description
Blight Removal	Demolition & Site Clearing	$175,000	Full demolition of fire-damaged structure, excavation, and debris hauling
	Environmental Remediation	$75,000	Asbestos abatement, hazardous material handling
	Temporary Shoring / Retaining	$30,000	Structural safety/stabilization prior to new construction
	Public Mural	$15,000	North wall artwork visible from Main Street
Subtotal – Blight		$295,000	
Infrastructure	Elevator System	$120,000	Public access to 2nd floor for ADA compliance
	Fire Suppression (Sprinkler, Standpipe)	$70,000	Required life safety systems for 3-story mixed-use
	Utility Trenching & Hookups	$180,000	Water, sewer, electrical, and gas service lines
	Basement Structural Work	$135,000	Fill basement w/structural material and shoring
	Core/Shell Infrastructure	$280,000	Walls, MEP rough-ins, life safety code compliance
	Solar Panel Infrastructure	$100,000	Rooftop-mounted system
Subtotal – Infrastructure		$885,000	
Design Criteria	Sandstone Façade & Trim	$180,000	Locally quarried materials for front elevation
	Custom Storefront Assemblies	$180,000	Glazing, trim, and entries to match downtown style
	Setback Engineering (2nd Floor)	$15,000	Architectural reconfiguration for Main Street conformity
	Angled Corner Façade	$20,000	Public-facing corner design at Main & 4th
	Historic Lighting & Awnings	$20,000	Downcast, period-appropriate fixtures for safety & aesthetic
Subtotal – Design Criteria		$415,000	
Public Benefit	Pedestrian-Friendly Entry + Sidewalk	$40,000	Entryway improvements to Main Street walkability
	General Store Shell Buildout	$100,000	Public-serving retail space designed to fill community need

	Mail Center	$45,000	Secure package lockers available for public use
	Flex Cowork / Community Room	$75,000	Shared-use space for business and community activity
Subtotal – Public Benefit		$260,000	
TOTAL QUALIFIED EXPENDITURES (TIF-Eligible):		**$1,855,000**	**

*** The listed Eligible Improvements are projected to exceed $1,746,469; however, per Section 4 of the LURA Agreement, the Maximum Reimbursement Obligation remains capped at $1,746,469, regardless of final project costs.*

EXHIBIT C

FINANCIAL NECESSITY STATEMENT

In accordance with C.R.S. § 31-25-103(3), this Exhibit B is intended to provide a concise financial justification for the use of Tax Increment Financing (TIF) to support the redevelopment of the Project at the Property at 402 Main Street in Lyons, Colorado.

Total Project Budget

- Total Estimated Cost: $4.5 million
  (Including site demolition, environmental remediation, infrastructure, life safety systems, ADA compliance, public-facing retail shell, and traditional architectural design elements)

TIF Request

- Amount: $1,746,469
- Structure: 80% of property tax increment for 15 years (Duration of Plan)
- Maximum Reimbursement Obligation: Capped at $1,746,469

Assessed Value & Tax Projection

Category	Pre-Development (2024)	Post-Construction (2026 est.)
Assessed Value	$19,257	$1,259,745
Annual Property Tax	$2,259	$147,798
Tax Increment	—	$145,539

Source: Boulder County Assessor Records

Demonstration of Financial Gap

Without TIF support:

- The Project would require a higher-than-market return or significantly increased rents that are not viable in Lyons' current commercial leasing environment.
- Key architectural features (e.g. masonry, glazing) and public-serving elements would be at risk of elimination or downgrading.
- The development team would face a substantial financial shortfall that could result in project delay or cancellation.

Conclusion

But for the availability of TIF, the Project would not be financially feasible in its proposed scope and timeline. The requested tax increment reimbursement is essential to remediate blight,

deliver critical infrastructure and accessibility upgrades, and bring lasting public benefit to the Town of Lyons.