

TAX INCREMENT REVENUE AGREEMENT
Longmont Downtown Development Authority
(1st and Main Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between the LONGMONT URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "**Authority**"), and LONGMONT DOWNTOWN DEVELOPMENT AUTHORITY, a quasi-municipal corporation organized under C.R.S. 31-25-801, *et seq.* (the "**DDA**"). The Authority and the DDA are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 below. Capitalized terms used herein and not otherwise defined are defined in Section 2 below.

A. Redevelopment. The Parties understand that the real property described in Exhibit A (the "Property") lying within the corporate limits of the City of Longmont (the "City") lies within an area the City desires to designate as an urban renewal area, namely the 1st and Main Urban Renewal Plan (the "Plan"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the City desires to approve the Plan in order to authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), to pay Eligible Costs of the Improvements. The final version of the New Plan as approved by the City Council of the City shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and, in compliance with §31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Plan is subject to the Act.

D. Taxing Entity. The DDA levies ad valorem property taxes on some of the Property included within the proposed Urban Renewal Area. A legal description showing the boundaries of the DDA is attached to this Agreement as Exhibit B.

E. Overlapping Purpose. The Authority and the DDA have overlapping purposes in that the Authority's purpose is generally to remediate and prevent the spread of blight as more particularly described in the legislative declaration of the Act in C.R.S. § 31-25-102, and the DDA's purpose is generally to halt or prevent the deterioration of property values and structures

within blighted central business districts as more particularly described in the legislative declaration of the Downtown Development Authorities statutory scheme in C.R.S. § 31-25-801.

F. Overlapping TIF Area. Furthermore, the DDA has an existing tax increment financing boundary pursuant to C.R.S. §31-25-807 that overlaps with the Authority's jurisdictional boundaries and the Authority's proposed TIF area, as further set forth on Exhibit C ("Overlapping Area"). However, only one tax increment area can exist at one time. The DDA agrees to allow the URA boundary to control TIF collection in the Overlapping Area, but only for the Duration, or as earlier terminated as set forth herein. All parcels within the DDA shall automatically revert back to the TIF collection under the DDA agreements at the expiration of the Plan and its obligations, under the Act.

G. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement, the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on DDA services associated solely with the Plan.

H. Authority. The Authority and DDA are separate legal entities and are authorized by their respective organizing authority to enter into this Agreement with each other.

I. Intent. The Authority and DDA desire to enter into this Agreement to memorialize the basic terms related to the allocation of incremental tax revenues created within the Urban Renewal Area. The Authority and the DDA agree herein that certain portions of said revenue either received by or that otherwise would be received by the DDA shall be allocated to the Authority, and in order to protect the public finance structure created to implement the Plan from future risk, provide certainty to lenders and bondholders, and ensure continued long-term cooperation between the Authority and the DDA.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into and made a part of this Agreement.

2. DEFINITIONS. As used in this Agreement:

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

2.2 **"Agreement"** means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 **"Authority"** means the Longmont Urban Renewal Authority, a body corporate and politic of the State of Colorado.

- 2.4 **"Bonds"** shall have the same meaning as defined in §31-25-103 of the Act.
- 2.5 **"City"** means the City of Longmont, Colorado.
- 2.6 **"DDA"** means the Longmont Downtown Development Authority.
- 2.7 **"Duration"** means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2026. The last year the assessment roll will be divided for purposes of TIF is 2051 and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2052.
- 2.8 **"Eligible Costs"** means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.
- 2.9 **"Impact Report"** means the impact report dated as of June 14, 2026, and prepared by Pioneer Development Company analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to §31-25-107(3.5) of the Act
- 2.10 **"DDA Increment"** means the portion of Property Tax Increment Revenues generated by the DDA mill levy.
- 2.11 **"Improvements"** means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.
- 2.12 **"Party"** or **"Parties"** means the Authority and the DDA, or each and their lawful successors and assigns.
- 2.13 **"Plan"** means the urban renewal plan defined in Recital B above.
- 2.14 **"Project"** shall have the same meaning as Urban Renewal Project.
- 2.15 **"Property Tax Increment Revenues"** means the incremental property tax revenues derived from ad valorem property tax levies.
- 2.16 **"Special Fund"** means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.
- 2.17 **"TIF"** means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.
- 2.18 **"Urban Renewal Area"** means the area included in the boundaries of the Plan.
- 2.19 **"Urban Renewal Project"** means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. COMMON PURPOSE. To the extent the Authority and the DDA have overlapping and common purposes as described herein, the Parties agree that the Authority shall use its best efforts in those areas of overlap within the Urban Renewal Area's boundaries to utilize Property Tax Increment Revenues derived from the DDA Increment in a manner that accomplishes both the purposes of the Act and the purposes set forth in C.R.S. §§ 31-25-801, *et seq.*

4. IMPACT REPORT. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance C.R.S. §31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, DDA hereby waives any other statutory requirements related to receipt of the Impact Report.

5. DDA NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN: AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the DDA of any intended modification of the Plan as required by §31-25-107(7) of the Act. This Agreement is not part of the Plan.

6. PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein. The DDA is the senior existing tax increment area within the Overlapping Area, but is expressly agreeing for the Authority's TIF Agreements to control in the Overlapping Area for the Duration, or as earlier terminated as set forth herein. As such, the DDA is foregoing substantial tax increment revenue collection which it would otherwise would have collected had the Authority and Plan area not been created. The amount of tax increment revenue foregone by the DDA is estimated to be approximately \$19,500,000 for the Duration ("Foregone Revenue"). This Foregone Revenue is accepted as the DDA's investment in the Authority. No provision of this Agreement shall impact the DDA's existing tax increment revenue agreements or the existence of the DDA's tax increment boundaries. All parcels within the DDA shall automatically revert back to the tax increment revenue collection under the DDA agreements at the expiration of the Plan and its obligations, under the Act.

6.1 DDA Increment Revenues. The DDA and the Authority agree that the Boulder County Assessor shall continue to transmit the revenue generated by the DDA base value of the parcels directly to the DDA. In addition, in recognition of the Foregone Revenue, the DDA and the Authority agree that the Authority shall remit to the DDA all of the DDA Increment for the Duration, or as earlier terminated as set forth herein.

7. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The DDA recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(2)(b) of the Act, the Authority has the right to pledge the Property Tax Increment Revenues to the payment of the Authority's Bonds (if any are or have been issued) and other financial obligations incurred in connection with the Urban Renewal Project. The DDA and the Authority also recognize and agree that this Agreement is an indebtedness of the Authority under §31-25-107(9)(a)(II) of the Act and the Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement with respect to the Property Tax Increment Revenues. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the

lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Authority with respect to the Property Tax Increment Revenues. The lien of such pledge 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 lien.

8. EXPANSION OF THE DDA. In the event that the DDA's boundaries are expanded beyond the boundaries as noted in Exhibit B, the Parties agree that this Agreement will apply to all parcels where there is an overlap between the new DDA boundaries and the 1st and Main Urban Renewal Plan Area.

9. LIMITATION OF AGREEMENT. This Agreement applies only to the DDA Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Boulder County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the DDA, the City, or the Authority. The Parties further expressly agree that upon the earlier of: 1) the occurrence of the Duration; 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act; or 3) the Authority's collection of the Foregone Revenue, the DDA shall be entitled, without any required action of the DDA, to a reinstitution of all tax increment revenues pursuant to the division of property taxes as was in existence prior to the creation of the Plan and Urban Renewal Area. The foregoing notwithstanding, if the Foregone Revenue is collected, the DDA and Authority shall negotiate in good faith to determine if a further division of tax increment revenues in the Overlapping Area serves the mutual objectives of the DDA and Authority.

10. MISCELLANEOUS.

10.1 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; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

10.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the DDA. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially affects any provisions hereof, the Parties will in good faith negotiate an amendment to this Agreement that most fully implements the original intent,

purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

10.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

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

10.8 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.

10.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

10.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

10.12 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.

10.13 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.

10.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority and the DDA are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

10.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.16 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.

10.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

10.18 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 C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

10.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

10.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-107(9.5).

IN WITNESS WHEREOF, the Authority and the DDA have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

LONGMONT DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
Title: _____

ATTEST: _____

By: _____

LONGMONT URBAN RENEWAL
AUTHORITY, a body corporate and politic
of the State of Colorado

By: _____
Title: _____

ATTEST: _____

By: _____

CA File: 26-003957

Exhibit A
MAP AND LEGAL DESCRIPTION OF THE
FIRST AND MAIN URBAN RENEWAL AREA

Exhibit A
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Longmont 1st & Main Urban Renewal Area

All that part of the City of Longmont, Boulder County, Colorado, located in the South half of Section 3 and North half of Section 10, Township 1 North, Range 69 West of the Sixth Principal Meridian, described as follows:

Notes:

- a. The Basis of Bearings is Geographic Information System (GIS) parcel data obtained from Boulder County, Colorado in March of 2023. This description is not based on any survey.
- b. All parcel numbers, parcel descriptions, reference to record instruments, and addresses are based on data provided by Boulder County's Property Search website on April 28, 2026. The Property Search website does not guarantee the accuracy of the data. All called for Reception Numbers are in reference to instruments on file with the Boulder County Clerk and Recorder.
- c. The following described renewal area is subject to any and all easements, rights of way, variances, and or agreements as of record may appear.
- d. Reference is herein made to the Exhibit of these parcels accompanying this bounded description.

BEGINNING at the southeast corner of Parcel No. 131503323005, being Lot 10, Block 86, Longmont, as described in the Plat of Longmont at Book 2, Page 37 and 38, Reception No. 88000026, dated February 26, 1872, said corner also being on a point on the northerly right-of-way line of 1st Avenue;

Thence easterly, along the northerly right-of-way line of said 1st Avenue, which crosses Coffman Street, the southerly line of Block 87 of said Longmont, and crosses Main Street, to the southwest corner of Parcel No. 131503420002, (no recording information);

Thence southerly, along the easterly right-of-way line of S. Main Street, which crosses 1st Avenue, to the northwest corner of Parcel No. 131503425016, as described in Special Warranty Deed recorded at Reception No. 04087815, dated May 19, 2025;

Thence easterly, along the north line of said Parcel No. 131503425016, to the northeast corner of said Parcel No. 131503425016;

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Thence southerly, along the east line of said Parcel No. 131503425016, to the southeast corner of said Parcel No. 131503425016, said corner also being the northerly most northwest corner of Parcel No. 131510001001, as described in Special Warranty Deed at Reception No. 02725102, dated September 27, 2005;

Thence easterly, along the northerly line of Parcel No. 131510001001 to the northwest corner of Parcel No. 131510000004, as recorded in Special Warranty Deed at Reception No. 02725102;

Thence southerly, along the westerly line of said Parcel No. 131510000004, to the southwest corner of said Parcel No. 131510000004;

Thence easterly, along the southerly line of said Parcel No. 131510000004, to the southeast corner of said Parcel No. 131510000004, said corner also being the southwest corner of Parcel No. 131503425020, as described in Special Warranty Deed in Reception No. 03992675, dated December 20, 2022;

Thence northerly, along the easterly line of said Parcel No. 131510000004 and the westerly line of said Parcel No. 131503425020, to the northeast corner of said Parcel No. 131510000004, said corner also being the westerly most northwest corner of said Parcel No. 131503425020;

Thence easterly, along the northerly line of said Parcel No. 131503425020, to the southeast corner of Parcel No. 131503425021 (no recording information);

Thence northerly, along the westerly line of said Parcel No. 131503425020 and the easterly line of said Parcel No. 131503425021 to the northerly most northwest corner of said Parcel No. 131503425020, said corner also being a point on the southerly right-of-way line of said 1st Avenue;

Thence easterly, along said southerly right-of-way line and the northerly line of said Parcel No. 131503425020 to the northeast corner of said Parcel No. 131503425020, said corner also being the northwest corner of Lot 2, Dickens Farm Subdivision Replat A, as recorded at Reception No. 03562323, dated December 9, 2016;

Thence southerly, along the easterly line of said Parcel No. 131503425020 and the westerly line of said Lot 2 to the southeast corner of said Parcel No. 131503425020 and the southwest corner of said Lot 2;

Thence northwesterly, along the southerly line of said Parcel No. 131503425020 to a point;

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Thence westerly, along said southerly line of said Parcel No. 131503425020 to a point on the northerly right-of-way line of Boston Avenue;

Thence westerly, continuing along said northerly right-of-way line, said line also being a portion of the southerly line of said Parcel No. 131503425020 to the northeast corner of Parcel No. 131510066003, being Lot 3 of said Dickens Farm Subdivision Replat A;

Thence southwesterly, along said northerly right-of-way line and the southerly line of said Lot 3 to the southwest corner of said Lot 3, said corner also being a point on the easterly right-of-way line of S. Emery Street;

Thence southwesterly, crossing said S. Emery Street, to the southeast corner of Parcel No. 131510001011, as described in Special Warranty Deed at Reception No. 04072399, dated January 6, 2025;

Thence westerly, along the southerly line of said Parcel No. 131510001011 and along said northerly right-of-way line to the southwest corner of said Parcel No. 131510001011, said corner also being the southeast corner of Parcel No. 131510001001, as described in Special Warranty Deed at Reception No. 02725102, dated September 27, 2005;

Thence southwesterly, crossing said Boston Avenue, to the northwest corner of Parcel No. 131510001013, as described in Warranty Deed at Reception No. 03453494, dated June 18, 2015;

Thence southerly, along the westerly line of said Parcel No. 131510001013 to the northeast corner of Parcel No. 131510066005, being Lot 5 of said Dickens Farm Subdivision Replat A;

Thence southerly and westerly along the easterly and southerly lines of said Lot 5 to the southwest corner of said Parcel No. 131510066005, said corner also being a point on the easterly right-of-way line of S. Kimbark Street;

Thence westerly, crossing said S. Kimbark Street, to the southeast corner of Parcel No. 131510066006, being Lot 6 of said Dickens Farm Subdivision Replat A;

Thence westerly, along the southerly line of said Lot 6 to the southwest corner of said Lot 6, said corner also being a point on the easterly right-of-way line of S. Main Street;

Thence northerly, along the westerly line of said Lot 6 to the southerly most northwest corner of said Lot 6;

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Thence northerly, to the centerline of said Boston Avenue;

Thence easterly, along the centerline of said Boston Avenue to the southerly extension of the easterly right-of-way line of S. Kimbark Street;

Thence northerly, along said easterly right-of-way and extension thereof to the southwest corner of Parcel No. 131510001001;

Thence northerly, along said easterly right-of-way and the westerly line of said Parcel No. 131510001001 to the northwest corner of said Parcel No. 131510001001, said corner also being a point on the southerly right-of-way line of Ida Avenue;

Thence westerly, crossing said S. Kimbark Street, to the northeast corner of Parcel No. 131510042001, being Lot 1 Stapp Subdivision as described at Reception No. 00900684, dated January 29, 1988;

Thence westerly, along the southerly right-of-way line of said Ida Avenue, said line also being the northerly line of said Lot 1 to the northwest corner of said Lot 1;

Thence westerly, to the centerline of S. Main Street;

Thence southerly, along the centerline of said S. Main Street to the easterly extension of the south right-of-way line of Boston Avenue;

Thence westerly, along said southerly right-of-way and extension thereof to the northerly most northeast corner of Parcel No. 131510200021 (no recording information);

Thence westerly, along said southerly right-of-way line, said line also being the northerly line of said Parcel No. 131510200021 to a point on the northerly line of Parcel No. 131510200019, as described in Warranty Deed at Reception No. 03360081, dated December 31, 2013;

Thence northerly, crossing said Boston Avenue to a point on the northerly right-of-way of said Boston Avenue, said point also being the southwest corner of Parcel No. 131510200014, as described in Special Warranty Deed at Reception No. 03701160, dated March 8, 2019;

Thence northerly, along the westerly line of said Parcel No. 131510200014 to the northwest corner of said Parcel No. 131510200014, said corner also being the southwest corner of Parcel

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No. 131510200048, as described in General Warranty Deed at Reception no. 04097334, dated August 4, 2025;

Thence northerly, along the westerly line of said Parcel No. 131510200048 to the northwest corner of said Parcel No. 131510200048;

Thence easterly, along the northerly line of said Parcel No. 131510200048 to the southwest corner of Parcel No. 131503325016, as described in Warranty Deed at Reception No. 04048161, dated May 23, 2024;

Thence northerly, along the westerly line of said Parcel No. 131503325016 to the northwest corner of said Parcel No. 131503325016, said corner also being a point on the southerly right-of-way line of said 1st Street;

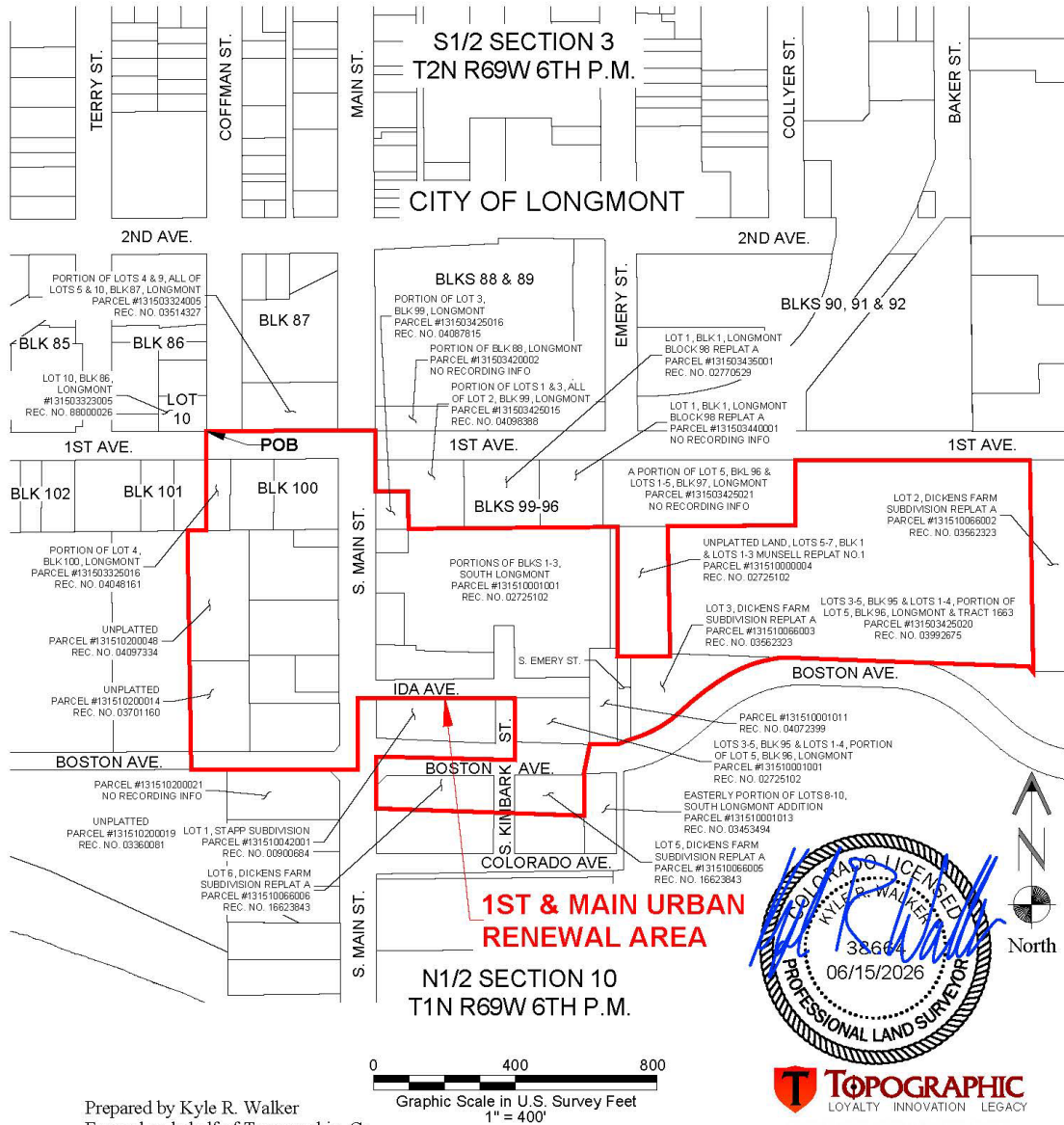
Thence northerly, crossing said 1st Street, to the **POINT OF BEGINNING**.

Containing approximately 35 acres, more or less.



Prepared by Kyle R. Walker
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026

Exhibit A
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Prepared by Kyle R. Walker
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026



Exhibit B

LEGAL DESCRIPTION OF THE LONGMONT DOWNTOWN DEVELOPMENT AUTHORITY

With the true point of beginning being the center of the intersection of the alley between Kimbark and Emery Streets (north-south alley of Block 26) and Longs Peak Avenue; Thence commencing in a westerly direction along the center line of Longs Peak Avenue to the intersection of the north-south center line of Block 30; Thence in a southerly direction along the north-south center line of Blocks 30, 37, 54, 61 and 78 to the intersection of the north-south center line of Block 78 and Second Avenue; Thence in a westerly direction to the center of the intersection of Second Avenue and Pratt Street; Thence in a southerly direction to the intersection of the center line of Pratt Street and the north line of Section 10; Thence in a easterly direction along the north line of Section 10 to the point of intersection with the NW corner of the westerly tract of the Turkey Plant Addition, a point 1796 feet more or less from the NE corner of said Section 10; Thence in a southerly direction 355 feet more or less; Thence South $88^{\circ}27'$ East 500 feet more or less; Thence South $86^{\circ}56'$ East 500 feet more or less; Thence South $35^{\circ}39'$ East 31.9 feet more or less; Thence North $89^{\circ}41'$ East 470 feet more or less to the West line of Longmont Storm Sewer Right-of-way; Thence along said right-of-way line North $41^{\circ}28'$ West 396.7 feet more or less and North 124 feet more or less to the point of intersection with the north line of Section 10; Thence in an easterly direction along the north line of Section 10 to the point of intersection with the NW corner of the easterly tract of the Turkey Plant Addition and the East Right-of-way line of the Longmont Storm Sewer Right-of-way to a point 471 feet more or less west of the NE corner of said Section 10; Thence along said Storm Sewer right-of-way line South 124 feet more or less and South $41^{\circ}28'$ East 240.9 feet more or less; Thence East along the Longmont Sewer Tract line 271.5 feet more or less; Thence North 304.5 feet more or less to the

north line of Section 10; Thence in a westerly direction along the north line of Section 10 to the center line of Martin Street; Thence in a northerly direction along the center line of Martin Street to a point 285. 5 feet more or less from the center line of Third Avenue; Thence in a westerly direction along the north line of lot 12, Block 69, to the north-south center line of Block 69; Thence in a southerly direction along the north-south center line of Block 69 to the north line of Lot 7, Block 69; Thence in a westerly direction along the north line of Lot 7, Block 69, and the north line of Lot 14, Block 68, to the north-south center line of Block 68; Thence in a northerly direction along the north-south center line of Block 68 to the north line of Lot 5, Block 68; Thence in a westerly direction along the north line of Lot 5, Block 68, to the center line of Atwood Street; Thence in a southerly direction along the center line of Atwood Street 78. 5 feet more or less to the intersection with the north line of Lot 13, Block 67; Thence in a westerly direction along the north line of Lot 13, Block 67, and the north line of Lot 6, Block 67 to the center line of Collyer Street; Thence in a southerly direction along the center line of Collyer Street 78.5 feet more or less to the north line of Lot 14, Block 66; Thence in a westerly direction along the north line of Lot 14, Block 66, and the north line of Lot 7, Block 66, to the center line of Emery Street; Thence in a northerly direction along the center line of Emery Street to the center of the intersection of Emery Street and Fourth Avenue ; Thence in a westerly direction to the intersection of the center line of Fourth Avenue and the center line of the alley between Kimbark and Emery Street (north-south alley of Block 50); Thence in a northerly direction along the center line of the north-south alley of Blocks 50, 41, and 26 to the true point of beginning. To include the following: Blocks 27, 28,29, 38, 39, 40, 51, 52, 53, 62, 63, 64, 65, 70, 71, 72, 73, 74, 75, 76, 77, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, and 102; Lots 7 through 12 of Block 30; Lots 7 through 12 of Block 37; Lots 7 through 12 of Block 54; lots 8

through 14 of Block 61; Lots 9 through 16 of Block 78; Lots 1 through 20 of Block 26; Lots 1 through 20 of Block 41; Lots 1 through 20 of Block 50; Lots 7 and 14, Block 66; Lots 6, 7, 13 and 14, Block 67; Lots 5, 6, 7 and 14, Block 68; Lots 7, 12, 13 and 14, Block 69; and the C & S Railway Co. subdivision (Outlot A) all of the Original Old Town, City of Longmont, Colorado. All, including both tracts of the Turkey Plant Addition, as recorded with Boulder County Records, Reception no. 505690, Film No. 1216, recorded on the 4th day of August, 1982.

And also including:

The south half of Lot 8, Block 15, Lot 9, Block 15, Lot 10, Block 15, The South Half of Lot 3, Block 15, Lot 4, Block 15, and Lot 5, Block 15 all of the Original Town of Longmont, County of Boulder State of Colorado, of the Original Town of Longmont, County of Boulder State of Colorado;

And also including:

Lots 1, 2, 3, 4 and 5, Block 1 of the St. Vrain Industrial Park, County of Boulder, State of Colorado; and the south half of the north half of Lot 8, Block 15; the north half of the north half of Lot 8, Block 15; the north half of the south half of Lot 7, Block 15; the south half of Lot 6 and the north half of Lot 7, Block 15 all of the Original Town of Longmont, County of Boulder State of Colorado, of the Original Town of Longmont, County of Boulder State of Colorado and also including the entirety of the Main Street ROW in between Longs Peak and 8th Avenue;

And also including:

Lot 5, Block 16 all of the Original Town of Longmont, County of Boulder State of Colorado, of the Original Town of Longmont, County of Boulder State of Colorado.