

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), effective January 1, 2023, is entered into between the Colorado Springs School District No. 11 (the “District”) and AIPA Colorado Investments, LLC (the “Developer”). The District and Developer are each referred to herein individually as a “Party” and collectively as the “Parties.”

- A. The Developer is developing real property located within the District’s boundaries. The District and its constituents already benefit from the work performed by the Developer’s affiliates to date through the development of land that, through home builders, houses District families and improves property within the District. The Developer’s affiliates have also demonstrated its commitment to education within its community by participating with the District on programs such as the Catamount Institute’s Water Week and Children’s Literacy tutoring, and assisting in fundraising to assist District programs (e.g., the Bear Creek Nature Center Microscope Fundraiser).
- B. The District and Developer wish to advance this spirit of collaboration in future potential educational opportunities involving the Developer’s future development of property within the District’s boundaries.

**THEREFORE**, the Parties agree as follows:

1. Educational Opportunities. The Developer will endeavor to collaborate with the District on educational and related opportunities within its future development. Those opportunities may include the following:

- District students participating in programming related to “Art on the Mesa” and “Music on the Mesa.”
- If the District would like to host up to three (3) informational session for residents within the development, the Developer will collaboratively work to schedule space for such sessions.
- The Developer will collaboratively work to schedule space for Midland Elementary and West Middle School to conduct events within the development.
- The Developer facilitating the District conducting promotional activities (e.g., information booths) at events sponsored by the Developer within its development.
- The Developer facilitating providing space for Children’s Literacy tutoring programs for District students.
- The Developer will provide District contact information to existing homeowners’ associations and/or their management companies in the Gold Hill Mesa community.
- When available based on the Developer’s schedule, District staff and students attending educational seminars related to Gold Hill on development-related topics (land planning, urban renewal, construction, etc.).
- If the District wishes to use of Fountain Creek for experiential learning activities, the curriculum of which would be developed by the District, the Developer will facilitate District access to those areas of the Creek that the District has approval to access.
- Provide information for potential internship possibilities related to construction development, land planning, home building, community building, marketing, and events.

2. Representations; Background Checks. If the Developer provides any information (including referrals) to the District related to this MOU, such information is provided without any representations or warranties. The District is responsible for evaluating all individuals and entities related to this MOU, including performing background checks and other vetting processes in accordance with applicable state

and federal laws. This MOU will not modify the responsibilities and authority delegated to the District by federal and state law, regulations, and rules.

3. Collaboration. The purpose of this MOU is to further the Parties' collaboration on educational opportunities and is not intended to create an obligation on the part of the Developer to expend any amount of funds for the purposes described herein.

4. Term. The term of this MOU will commence on January 1, 2023 and will continue until December 31, 2023. The Parties acknowledge that the intent of this MOU is to foster long-term collaboration between the Developer and the District, and they commit to reviewing this MOU annually to evaluate existing programs and new potential opportunities and, upon mutual agreement, extending the term of this MOU in writing.

5. Contacts. All activities related to this MOU will be coordinated through the Parties' respective representatives identified below:

**District:** \_\_\_\_\_  
Colorado Springs School District 11

**Developer:** Stephanie Edwards  
142 S Raven Mine Drive, #200  
Colorado Springs, CO 80905  
719-633-2202

6. No Recordation. The Parties acknowledge and agree that this MOU is entered into as an act of good faith by both Parties to support educational opportunities within the District. Neither this Agreement nor any summary thereof will be recorded against any property owned by the Developer or its affiliates, successors, or assigns.

7. Authority. The Parties to this MOU, by and through their duly authorized representatives, have executed this MOU on the dates identified below.

**DISTRICT**

**DEVELOPER**

\_\_\_\_\_

\_\_\_\_\_

By: Michael Gaal \_\_\_\_\_

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

Its: Superintendent \_\_\_\_\_

Its: \_\_\_\_\_

Date: December 14, 2022 \_\_\_\_\_

Date: \_\_\_\_\_

