

URBAN RENEWAL AGREEMENT FOR DEVELOPMENT  
OF THE PROJECT GARNET URBAN RENEWAL AREA

THIS URBAN RENEWAL AGREEMENT (the “Agreement”) FOR DEVELOPMENT OF THE PROJECT GARNET URBAN RENEWAL AREA is made as of the 24th day of May, 2023, by and among the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), and ENTEGRIS, INC., a Delaware corporation (the “Developer”) (the Authority and the Developer are also referred to herein collectively as the “Parties” or individually as a “Party”).

**RECITALS**

A. The Authority is an Urban Renewal Authority formed and created by the City Council, City of Colorado Springs, County of El Paso, Colorado.

B. The Developer is in the process of acquiring certain real property located in Colorado Springs, El Paso County, Colorado which is depicted on the attached Exhibit A (the “Property”). The Property is located within the boundaries of Project Garnet Urban Renewal Plan adopted by the City Council of the City of Colorado Springs, Colorado (the “City”) on February 14, 2023 (the “Urban Renewal Plan”).

C. The Developer intends to develop the Property, as a manufacturing center of excellence (the “Project”) substantially in accordance with the development plan in substantially the form attached hereto as Exhibit C (as the same may be amended from time to time, the "Development Plan") and a remediation plan in substantially the form attached hereto as Exhibit D (as the same may be amended from time to time, the "Remediation Plan" and together with the Development Plan, being, collectively, the “Site Plan”), which Site Plan will be subject to review by the Authority pursuant to Section 3.2 below and is incorporated in and made a part of this Agreement by this reference. The Developer has entered into an Economic Development Agreement with the City as further described herein, pursuant to which the Developer has agreed to make significant investments in facilities, potentially as much as \$631,000,000, and made a commitment to bring and maintain new jobs at the Property, and such commitments shall constitute Public Improvements under this Agreement.

D. The Urban Renewal Plan allocates property tax increment revenue (“Property Tax TIF”), as well as all other revenues available, to the Authority to carry out the redevelopment of the Area defined in the Urban Renewal Plan. This Agreement shall, among other things, allocate the Property Tax TIF, produced from increases in ad valorem property taxes levied on real and personal property within the Area to the Developer and approved assigns in accordance with this Agreement. The Developer has not requested, and this Agreement does not allocate or pledge, any sales tax increment revenue to the Project.

E. The Parties to this Agreement intend to cooperate with each other in the development of the Property in furtherance of the Urban Renewal Plan.

NOW THEREFORE, based upon the mutual covenants and considerations contained herein, the Parties agree as follows:

## **1. PURPOSE**

The purpose of this Agreement is to further the goals and objectives of the Colorado Urban Renewal Law, Colorado Revised Statutes §§ 31-25-101 et seq. (the “Act”) and the Urban Renewal Plan for the Property by eliminating blight and providing for the development and redevelopment of the Property. The Authority has determined that this Agreement and the development and redevelopment of the Property as described in the Site Plan are consistent with and conform to the Urban Renewal Plan and the public purposes and provisions of applicable state and local laws, including the Act. Specifically, but without limitation, this Agreement is intended to promote and facilitate the following objectives:

- (a) Remediate and prevent blighted conditions on the Property;
- (b) Encourage and protect existing development on the Property;
- (c) Renew and improve the character and environment of the Area;
- (d) Enhance the current sales tax base and property tax base of the Area;
- (e) Provide the incentives necessary to induce private development and redevelopment of the Area;
- (f) Effectively use undeveloped land within the Area;
- (g) Encourage financially successful projects within the Property;
- (h) Stabilize and upgrade property values within the Area;
- (i) Accommodate and provide for the voluntary environmental cleanup of the Area;
- (j) Promote improved traffic, public transportation, public utilities, recreational and community facilities within the Area; and
- (k) Promote the participation of existing owners in the revitalization and development of the Property.

## **2. CERTAIN DEFINITIONS**

- 2.1. “Act” shall have the meaning set forth in Section 1.
- 2.2. “Agreement” shall have the meaning set forth in the Preamble.
- 2.3. “Area” shall have the meaning set forth in the Urban Renewal Plan.
- 2.4. “Authority” shall have the meaning set forth in the Preamble.
- 2.5. “Authority Administrative Fee” shall have the meaning set forth in Section 6.10.

2.6. “Authority’s Reimbursement Obligation” shall have the meaning set forth in Section 6.5.

2.7. “Available Revenues” shall mean the TIF Revenue remaining in the Special Fund each year after the Authority (i) makes payments to the Taxing Entities pursuant to the Taxing Entity Agreements, and (ii) subject to the provisions of Section 6.10, collects the Authority Administrative Fee.

2.8. “City” shall have the meaning set forth in Recital B.

2.9. “Commence Construction” shall have the meaning set forth in Section 8.1.

2.10. “Commencement of Construction” shall have the meaning set forth in Section 8.1.

2.11. “Complete Construction” shall have the meaning set forth in Section 8.1.

2.12. “Completion of Construction” shall have the meaning set forth in Section 8.1.

2.13. “County” means El Paso County, Colorado, a political subdivision of the State of Colorado.

2.14. “D20” means Colorado Springs School District No. 20, a political subdivision of the State of Colorado.

2.15. “Default” shall have the meaning set forth in Sections 11.1 and 11.2.

2.16. “Developer” shall have the meaning set forth in the Preamble.

2.17. “Developer’s Account” shall have the meaning set forth in Section 6.6.

2.18. “Development Plan” shall have the meaning set forth in Recital C.

2.19. “Duration” means the twenty-five (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 and the Urban Renewal Plan.

2.20. “EDA” shall have the meaning set forth in Section 3.1.

2.21. “Event of Default” shall have the meaning set forth in Sections 11.1 and 11.2.

2.22. “Improvements” shall have the meaning set forth in Section 3.3.

2.23. “Indemnified Parties” and “Indemnified Party” shall have the meaning set forth in Section 12.1.

2.24. “Parties” and “Party” shall have the meanings set forth in the Preamble.

2.25. "Phase" shall have the meaning set forth in Section 3.3.

2.26. "PPLD" means the Pikes Peak Library District, a political subdivision of the State of Colorado.

2.27. "Private Improvements" means the improvements subject to ad valorem property taxes to be constructed on the Property by the Developer or an approved transferee of the Developer in accordance with the Site Plan and within the time specified in the Schedule of Performance.

2.28. "Project" shall have the meaning set forth in Recital C.

2.29. "Property" shall have the meaning set forth in Recital B.

2.30. "Property Tax TIF" shall have the meaning set forth in Recital D. The Property Tax TIF revenues shall be those revenues, if any, from the property tax levy of those taxing bodies that levy such taxes against the increment portion of the property tax assessment roll attributable to the Property as calculated and allocated by the Authority to the Property each year as part of the total property tax increment revenue, if any, received by the Authority from the entire Area described in the Urban Renewal Plan in accordance with the Act and applicable regulations.

2.31. "Public Improvements" shall mean the improvements or activities and undertakings other than the Private Improvements that the Developer will undertake in accordance with this Agreement and the EDA, which may include, without limitation, (i) demolition and remediation of existing improvements, grading and earth work, drainage improvements to include detention facilities, roadway and access improvements, utilities, lighting, landscaping and dedication of land for open space or public parks, and (ii) making Investments and maintaining New Jobs (as each such term is defined in the EDA) as required by the EDA.

2.32. "Reimbursable Project Costs" shall mean the reasonable and necessary expenditures, including Soft Costs, documented in accordance with this Agreement, for design and construction of the Public Improvements, demolition, site clearance, streets, sidewalks, curb, gutters, landscape, drainage improvements and amenities, parks, land assembly, site grading, and similar costs authorized under the Act, plus, to the extent not included in the foregoing, the amount of any Investment (as defined in the EDA) made pursuant to the EDA.

2.33. "Remediation Plan" shall have the meaning set forth in Recital C.

2.34. "Schedule of Performance" shall have the meaning set forth in Section 3.2.

2.35. "SECWCD" means the Southeastern Colorado Water Conservancy District, a political subdivision of the State of Colorado.

2.36. "Site Plan" shall have the meaning set forth in Recital C.

2.37. "Soft Costs" means the reasonable and necessary soft costs incurred by the Developer related to the Public Improvements, the Urban Renewal Plan, and the Project for the Area, including, without limitation, impact reports, financing projections, studies, surveys,

agreements with the Taxing Entities, this Agreement, architects, consultants, financial advisors, surveyors, engineers, lawyers, accountants, governmental fees and permits, utility fees and costs, and related interest and finance charges.

2.38. “Special Fund” shall have the meaning set forth in Section 6.6.

2.39. “Subsequent Development Plan” shall have the meaning set forth in Section 3.3.

2.40. “Taxing Entities” means any county, special district, or other public body that levies an ad valorem property tax on property within the Area subject to a tax allocation provision. The Taxing Entities are the City, the County, D20, PPLD and SECWCD.

2.41. “Taxing Entity Agreements” means those certain property tax (and sales tax, as applicable) revenue agreements by and between the Authority and each of the Taxing Entities made pursuant to C.R.S. § 31-25-107(9.5), as the same may be amended from time to time.

2.42. “TIF Revenue” shall mean the Property Tax TIF revenues.

2.43. “Urban Renewal Plan” shall have the meaning set forth in Recital B.

### **3. DEVELOPMENT OF THE PROPERTY**

3.1. Economic Development Agreement. In connection with and in furtherance of the Project, the Developer has entered into an Economic Development Agreement with the City (the “EDA”). The EDA includes certain conditions that Developer must satisfy in order to receive sales and use tax rebates from the City as provided in the EDA, which conditions include, without limitation, minimum investment requirements in “Facilities” and “Construction Materials” (as each such term is defined in the EDA) and requirements for “New Jobs” (as defined in the EDA). The Authority acknowledges and agrees that satisfaction of the conditions set forth in the EDA by the Developer will benefit the Project and constitute evidence of the Public Improvements required to be made by Developer hereunder.

3.2. Site Plan; Schedule of Performance. Developer has provided to the Authority the Site Plan of the Project. Developer is in the process of designing the Project and has submitted the Site Plan to the City. The Site Plan depicts Developer’s plans to remediate the conditions of blight existing at the Property on the date hereof and identified in the conditions survey conducted in support of the Plan. Developer agrees to include the Authority in the routing of the Site Plan for approval by the City (and in the routing to the City of any amendments to the Site Plan which require approval by the City). Developer agrees to perform the buildout of the Project and commence operations in accordance with the schedule required in the EDA (the “Schedule of Performance”) subject to Force Majeure (as defined below), including, without limitation, the requirement therein to commence operations by the Employment Commencement Date (as defined in the EDA), i.e., December 31, 2024.

3.3. Improvements. Development of the Property may occur in phases (each a “Phase”) as set forth in the Site Plan and/or in any Subsequent Development Plan (as defined below). Development will consist of (i) the Private Improvements, which shall consist of the commercial uses more particularly described in the Site Plan, and (ii) the Public Improvements on the Property

(collectively, the “Improvements”). Development shall initially take place as depicted on the Site Plan, as updated and completed by agreement of the Parties, and as contemplated in the Development Plan, and the provisions of this Agreement, as applicable. Development of any future Phases shall take place as contemplated in any development plan approved as provided in this Agreement (each a “Subsequent Development Plan”) and the provisions of this Agreement, as applicable.

3.4. Developer Responsibility. Developer shall construct on the Property the Improvements required to carry out the Site Plan as it applies to the Property in all material respects. Subject to the terms and conditions of this Agreement, the Developer agrees to finance and to construct, or, cause to be constructed, all Improvements necessary to develop the Property substantially in accordance with the Site Plan and the Schedule of Performance. All construction required of the Parties by this Agreement shall be undertaken and completed in accordance with all applicable laws and regulations, including City codes and ordinances, and the Urban Renewal Plan and shall be performed in all material respects accordance with and subject to the terms and conditions of this Agreement.

#### **4. PREPARATION OF THE PROJECT FOR DEVELOPMENT**

4.1. Zoning. Because the Property is already zoned to allow the Project, the Authority is not requiring the Developer to rezone the Property, but the Developer agrees to comply with all applicable City codes, ordinances and planning requirements with regard to development of the Property and construction of the Improvements, including if reasonably required by the City, to rezone part of the Property.

4.2. Public Improvements. The Developer shall design and construct or cause the designing and construction of the Public Improvements for the Property within the period of time established in the Schedule of Performance, provided that if the design and/or construction of the Public Improvements is subject to any delay which was not directly caused by Developer, including, without limitation, any delay attributable to Force Majeure, the same shall not result in a default or Event of Default under this Agreement. The Developer shall construct, in the public right-of-way and/or easements, all mains and lines necessary for the Public Improvements as contemplated by the Site Plan and necessary to provide water, sanitary sewer, storm sewer, natural gas and electricity for the Improvements as contemplated by the Site Plan. The construction and installation of such utilities shall conform in all material respects with the requirements of all applicable laws and ordinances. The Developer shall also be responsible for the relocation, design and construction of all new public streets, utilities, sidewalks, alleys, excavation for and design and construction of parking facilities, landscaping and street lighting within the public right-of-way shown in the Site Plan, as it may be refined and updated. The Developer shall be responsible for the design, construction and cost, if any, of utility and service lines necessary for the construction of the Public Improvements within the Property, tap connection fees and other City requirements, including the cost of extending such utility lines from the Public Improvements to the mains in the public right-of-way. The Developer shall be responsible for construction of improvements to existing facilities or improvements and construction of new facilities or improvements on locations outside the boundaries of the Property if expressly required by agreement between the Developer and applicable governmental authorities.

4.3. Access to Property. At all reasonable times, upon reasonable prior notice of at least two (2) days (provided that no such notice shall be required in the event of an emergency impacting life/safety issues on the Property), either Party shall permit representatives of the other to have access to any part of the Property for the purpose of obtaining data, engineering studies, and/or carrying out or determining compliance with this Agreement, the Urban Renewal Plan or any City code or ordinance, including, but not limited to, inspection of any work required to construct the Improvements on the Property. Any such access or inspection shall not interfere with the use of the Property or any construction on the Property. No compensation shall be payable to the Parties nor shall any charge be made in any form by any Party for the access provided in this section. A Party entering upon the Property pursuant to this section shall restore such Property to its condition prior to any tests or inspections made by such Party and shall indemnify and hold harmless the Party owning such Property for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance, tests or surveys (but this indemnity shall not apply to conditions existing on such Property at the time of such entry, even where such condition was discovered by virtue of the entry).

4.4. Replat and Dedications. The Authority is not requiring the Developer to replat or resubdivide the Property, but the Developer agrees to comply with all applicable City codes, ordinances and planning requirements with regard to development of the Property and construction of the Public Improvements, including if expressly and properly required by the City, to replat or resubdivide part of the Property. The Developer shall dedicate, as appropriate, such utility and drainage easements required to properly carry out and maintain the Public Improvements.

4.5. Antidiscrimination. The Developer, for itself and its successors and assigns, agrees that in the construction of and in the use and occupancy of the Property, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, gender, religion, sexual orientation, disability, marital status, ancestry or national origin.

4.6. Signage. **Upon Commencement of Construction, and until Completion of Construction, the Developer shall display temporary signage at the Property approved by the Authority and relating to the Authority's participation in the redevelopment of the Property. Such signage shall be connected to the primary signage identifying the redevelopment and visible to the general public. The Authority will submit a logo or other artwork to be incorporated into the approved signage at the Developer's expense. Developer will maintain the approved signage at the Developer's sole expense and promptly repair or replace damaged, missing or stolen signage.**

## 5. TAXING ENTITY AGREEMENTS

5.1. Taxing Entity Agreements. The Authority has entered into the Taxing Entity Agreements with each of the Taxing Entities pursuant to C.R.S. § 31-25-107(9.5). Pursuant to the Taxing Entity Agreements, each of the Taxing Entities other than PPLD has agreed to allocate some or all of its portion of the Property Tax TIF to the Authority pursuant to the Urban Renewal Plan in support of Developer's project. The Developer acknowledges that the Authority has agreed with PPLD to pay over its portion of the Property Tax TIF pursuant to the Taxing Entity Agreement with PPLD. The Authority shall establish separate accounts for and make all payments of TIF Revenue, but not Available Revenues, required to be made to Taxing Entities pursuant to the

Taxing Entity Agreements. Developer has reviewed each of the Taxing Entity Agreements and agrees to take no action that would be inconsistent with any of the Taxing Entity Agreements or would cause the Authority to be in breach of any of the Taxing Entity Agreements.

## **6. PROJECT FINANCING**

6.1. Developer's Financing. Developer represents and warrants that as of the date hereof, has all necessary debt and equity financing necessary to carry out the Site Plan and the Development Plan, including the Completion of Construction of the Improvements. Developer acknowledges that the Authority will not be required to provide any support or pledge of Available Revenues into any financing of the construction of the Improvements. The foregoing representation shall not preclude Developer from obtaining additional financing for the construction of the improvements, provided that same does not cause Developer to violate the terms of this Agreement.

6.2. Conditions to Payment of Available Revenues. Developer shall construct the Improvements in accordance (in all material respects) with the Site Plan and the Schedule of Performance as a condition precedent to any obligation of the Authority to pay any amounts to Developer hereunder. The Authority acknowledges and agrees that Developer's satisfaction of the terms and conditions of the EDA will necessarily include the remediation of blight at the Property and Public Improvements for the benefit of the Area and the City. Developer's continued compliance with the EDA will be a condition to annual payment of Available Revenues by the Authority, including, without limitation, Developer's compliance with the annual New Jobs requirements set forth in Article IX of the EDA (subject to all conditions and cure periods contained in the EDA). In furtherance thereof, Developer agrees to provide to the Authority all documentation that it provides to the City to evidence compliance with the terms of the EDA. Without limiting the foregoing, Developer specifically agrees to provide to the Authority copies of all reports required pursuant to Section IV.A.3 and Article IX of the EDA, and further agrees to authorize the City Finance Department to share information with the Authority pursuant to Section IV.A.6 of the EDA. In any year that the Developer fails to qualify to receive Incentives (as defined in the EDA) pursuant to the EDA, the Authority shall not be required to pay Available Revenues for that year unless and until the Developer subsequently satisfies the obligations of the EDA. The Developer agrees to promptly provide any additional documentation as may be reasonably requested by the Authority relating to compliance with the EDA. Developer and the Authority acknowledge and agree that the EDA is a 15-year agreement between the Developer and the City, but so long as Developer continues to own and operate the Project after the expiration of the EDA, if Developer qualified for Incentives (as defined at the EDA) at the end of the EDA, Developer will continue to qualify for payment of Available Revenues for the remainder of the Duration.

6.3. Authority Financing. The sole financing provided by the Authority for the redevelopment of the Property shall be the reimbursement of actual Reimbursable Project Costs from the Available Revenues.

6.4. Appointment of Trustee or Escrow Agent. Authority may, from time to time, designate one or more trustees or escrow agents to act as its collection and disbursing agent for the Available Revenues.



6.5. Authority's Reimbursement Obligation. Subject to the provisions of Section 6.10 below, the Authority's payment obligation to the Developer under this Agreement shall be limited to the aggregate amount of Available Revenues actually received and legally available for such purpose, determined on an annual basis, up to but not to exceed \$38,452,616 (the "Authority's Reimbursement Obligation"), which Available Revenues the Authority shall take all commercially reasonable steps to calculate, review, and collect each year, including enforcement of available remedies in connection therewith as described in this Section 6.5. Nothing in this Agreement shall be construed to require the Authority to make any payments to the Developer on a periodic and aggregate basis, in excess of such amount, or, in the aggregate, in excess of the Available Revenues described in this Agreement. 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) the right of the Developer to receive the Available Revenues under the Act or any revenues legally available as a payment obligation in lieu of or as replacement of such Available Revenues. The Developer acknowledges that the generation of Available Revenues is totally dependent upon the production and collection of Available Revenues from the Area in accordance with the Act, and agrees that the Authority is in no way responsible for the amount of Available Revenues actually generated; provided, however, the Authority shall be responsible for monitoring and working with the City, the County and the El Paso County Assessor to correct mistakes in calculating Available Revenues and payment of the Authority's Reimbursement Obligation available each year. To the extent permitted by law, the Authority covenants and agrees to preserve and protect the Available Revenues and the rights of the Developer and any approved successors in interest of the right to receive payment of the Available Revenues, and to defend such rights with respect to receipt of the Available Revenues under and against all claims and demands of third parties not authorized to receive such Available Revenues in accordance with this Agreement and the Act as in effect on the date of this Agreement. Subject to the foregoing the Developer therefore agrees to assume the risk that insufficient Available Revenues will be generated to reimburse all Reimbursable Project Costs. The Authority's Reimbursement Obligation under this section will commence upon satisfaction of the conditions pursuant to Section 6.2.

6.6. Special Fund; Developer's Account. In accordance with the provisions of this Agreement and the Act, except as otherwise provided in this Agreement, the Authority agrees to establish and make deposits of all tax increment revenue it receives pursuant to the Urban Renewal Plan and the Taxing Entity Agreements, including the Available Revenues, into the special fund as provided in the Act (the "Special Fund"). In addition, the Authority shall establish an account (the "Developer's Account") and shall segregate and pay into the Developer's Account all of the Available Revenues described in this Agreement, when and as received by the Authority. The Developer's Account shall be applied to payments in accordance with this Agreement and the Taxing Entity Agreements, and shall be used for no other purpose. Unless the Parties otherwise agree in writing, all Available Revenues in the Developer's Account shall be paid to the Developer annually in December of each year up to the full amount of any and all Available Revenues eligible for payment pursuant to the conditions of Section 6.2 and as otherwise provided in this Agreement.

6.7. Books and Accounts; Financial Statements. The Authority will keep proper and current itemized records, books, and accounts in which complete and accurate entries shall be made of the receipt and use of all amounts of Available Revenues and such other calculations required by this Agreement and any applicable law or regulation. The Authority shall prepare after the close of each fiscal year, a complete financial statement prepared in accordance with generally

accepted accounting principles accepted in the United States of America for such year in reasonable detail covering the above information, by a certified public accountant, and shall furnish a copy of such statement to the Developer within 270 days after the close of each fiscal year of the Authority.

6.8. Inspection of Records. All records (except those allowed or required by applicable law to be kept confidential) in the possession of the Authority relating to this Agreement, including, without limitation, those relating to the Available Revenues, the Public Improvements and the Special Fund shall at all reasonable times be open to inspection by such accountants or other agents as the respective Parties may from time to time designate.

6.9. No Impairment. The Authority shall not enter into any agreement or transaction that impairs the rights of the Parties under this Agreement, including, without limitation, the right to receive and apply any revenue to the Authority's Reimbursement Obligation described in this Agreement.

6.10. Authority Administrative Fee; Retainer. Commencing in the calendar year 2023 and continuing through calendar year 2047, an administrative fee (the "Authority Administrative Fee") in the annual amount of \$70,000, escalating at a rate of two percent (2%) annually in each subsequent year, as more particularly shown on Exhibit B, 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 (which TIF Revenues for such years, if any, would be payable in arrears in the years 2024 through 2048), the proceeds of which shall be used, among other things, to defray the Authority's costs of administering the Urban Renewal Plan, including, but not limited to, overhead, administration, accounting and reporting of the collection and disbursement of TIF Revenues. Notwithstanding the foregoing, commencing in 2023 until such time as the TIF Revenue is annually in excess of an amount required to fund an Authority Administrative Fee of not less than the applicable amount provided on Exhibit B, the Authority Administrative Fee shall accrue for such period, together with interest thereon at an annual rate of five percent (5.0%) simple interest, and be collected by the Authority from the TIF Revenues as and when available. In addition to the Authority Administrative Fee, Developer agrees to fund and maintain on retainer with the Authority an amount equal to \$15,000, to be used by the Authority pay extraordinary direct expenses of the Authority relating to Developer's project, outside the normal duties of the Authority in administering this Agreement, such extraordinary direct expenses include, but are not limited to, legal and accounting costs related to any future financing of project costs, legal costs associated with defending the Authority's ability to collect the Available Revenues, legal costs associated with defending the terms of this Agreement, and any other costs incurred that are not outlined by this Agreement (plus 15%). If the Authority applies any funds from such retainer, the Authority will provide an invoice to Developer showing the funds applied and the applicable costs, and Developer agrees to replenish the funds in the retainer account to the initial amount within ten (10) days thereafter. In the event that the Developer fails to replenish the retainer or pay any other amount advanced by the Authority and reimbursable by the Developer under this Agreement, the Authority may apply interest to such amount at a rate equal to the greater of (i) Wall Street Journal Prime plus two percent or (ii) eight percent (8.0%) per annum. The Authority may further offset any such obligation against Available Revenues as available.

## **7. PLAN REVIEW PROCEDURE**

The Developer will submit its Development Plan and Remediation Plan, any Subsequent Development Plan, design standards, the construction documents, and the uses it proposes for the redevelopment of the Property (collectively, the “Plans and Specifications”) for each Phase or component thereof, which shall conform to the Site Plan in all material respects and the approvals by the City, as applicable. The Authority shall review and approve the Plans and Specifications and no further approval by the Authority shall be required except for any substantial and material change in the Plans and Specifications. The Authority shall submit its comments to Developer within thirty (30) days after receipt of said Plans and Specifications by the Authority, provided, however, that with regard to the Development Plan, the Authority shall submit its comments to Developer within ten (10) days after receipt of said Plans and Specifications by the Authority. If the Authority rejects the Plans and Specifications in whole or in part, it shall deliver its rejection to the Developer in writing, specifying the reasons for rejection. The Developer shall submit new or corrected Plans and Specifications for each Phase, or portion thereof, that conforms 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 the Developer desires to make any substantial changes in the Plans and Specifications for each Phase, or portion thereof, after their approval, the Developer shall submit the proposed changes to the Authority for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. 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 (for the avoidance of doubt, (i) with regard to the Development Plan, approval or rejection shall be deemed not to have been timely made if it is not provided within ten (10) days of the Authority's receipt of the Plans and Specifications or proposed changes, and (ii) with regard to any Subsequent Development Plan, approval or rejection shall be deemed not to have been timely made if it is not provided within thirty (30) days of the Authority’s receipt of the Plans and Specifications or proposed changes), then it shall be deemed that approval has been given.

During the period of construction of each Phase of the redevelopment of the Property, the Developer shall provide quarterly to the Authority an updated construction budget with a schedule of values in form and substance reasonably acceptable to the Authority, which budget identifies the Reimbursable Project Costs and the amount of any Investment (as defined in the EDA).

## **8. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS**

8.1. Agreement to Commence and Complete Construction. The Developer shall, subject, in each instance, to Force Majeure (as defined below), promptly commence and diligently prosecute to completion, or cause to be promptly continued and diligently prosecuted to completion, the design and construction of the Improvements described in the applicable plans and specifications in accordance with the Site Plan and Schedule of Performance. The Developer shall use its reasonable best efforts to commence and complete construction of the Improvements on the Property for all Phases of the redevelopment thereof (or portion thereof as approved by the Authority). For purposes of this Agreement, (i) “Commence Construction” or “Commencement of Construction” means the visible commencement by the Developer of actual physical construction and operations on the Property for the erection of any of the Improvements, including, without limitation, obtaining all required permits and licenses and installation of a permanent

required construction element, such as a caisson, footing, foundation or wall; and (ii) “Complete Construction” or “Completion of Construction” means (A) for the Private Improvements, the issuance of a Certificate of Occupancy by the City so that the Private Improvements described in such certificate may open for permanent operations, and (b) for the Public Improvements, construction acceptance in accordance with applicable laws, ordinances and regulations of the City and any other governmental entity or public utility with jurisdiction, subject to any applicable conditions of maintenance and warranty.

8.2. Progress Reports. Until Completion of Construction of the Improvements, the Developer shall make quarterly reports, in such detail and at such times as may reasonably be requested by the Authority, as to its actual progress with respect to construction of the Improvements.

8.3. Repair or Reconstruction of Improvements. The Developer shall immediately notify the Authority of any damage to the Improvements exceeding \$500,000.00 which materially and adversely impact the use and enjoyment of the Improvements or the timely completion of construction (as applicable). If the Improvements are damaged or destroyed by fire or other casualty prior to the issuance of a Certificate of Completion, the Developer, within ninety (90) days after such damage or destruction, shall commence to repair, reconstruct and restore the damaged Improvements to substantially the same condition or value as existed prior to the damage or destruction, and the Developer will apply the proceeds of any insurance relating to such damage or destruction to the payment or reimbursement of the costs of such repair, reconstruction and restoration (unless other terms and disposition are agreed to between the Developer and the Authority).

8.4. Maintenance of Improvements. The Developer shall maintain, repair and replace, as necessary, or cause to be maintained, repaired or replaced, at the Developer’s sole expense, the Improvements for the duration of the Urban Renewal Plan.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. Representations and Warranties by the Authority. The Authority represents and warrants that:

(a) The Authority is an urban renewal authority duly organized and existing under the Act. Under the provisions of the Act, the Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the Authority in the redevelopment of the Property are undertaken for the purpose of eliminating and preventing the development or spread of blight.

(c) The Urban Renewal Plan has been validly adopted in accordance with the Act and is in full force and effect and has not been repealed.

(d) The Authority knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of the Authority or its officials with respect to the redevelopment of the Property, this Agreement or the Public Improvements.

9.2. Representations and Warranties by the Developer. Developer represents and warrants as of the date hereof that:

(a) It is a duly organized and validly existing corporation under the laws of the State of Delaware in good standing under the laws of Delaware, and has qualified to conduct business in the State of Colorado, has the power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement.

(b) The consummation of the transactions contemplated by this Agreement and the performance of its obligations hereunder will not violate any provisions of the governing documents of it or constitute a default (or result in the material breach of any term or provision which following the expiration of any cure periods would result in a default) of any contract or agreement to which it is a party in each case so as to adversely affect the consummation of such transactions.

(c) It knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of the Authority, the Developer with respect to the Property, this Agreement or the Improvements.

## 10. RESTRICTIONS ON ASSIGNMENT AND TRANSFER

10.1. Representations as to Development. Developer represents and agrees that its undertakings under this Agreement are for the purpose of development of the Property. Developer further represents and agrees that:

(a) the development of the Property is important to the general welfare of the Authority and the City;

(b) upon approval of Reimbursable Project Costs, the Available Revenues will be expended to make such development possible; and

(c) the qualifications and identity of the Developer is of particular concern to the Authority. Developer recognizes that it is because of such qualifications and identity that the Authority is entering into this Agreement with the Developer, and is willing to accept and rely on the obligations of the Developer for the faithful performance of all of its undertakings and covenants under this Agreement.

10.2. Restrictions against Transfer of Agreement. Developer will not make, create, or suffer to be made or created, any total or partial sale or transfer in any form of this Agreement, the Property or any part thereof or any interest therein or any agreement to do the same, without prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, provided that such consent shall not be required with respect to the following assignments and transfers (collectively, "**Permitted Transfers**"): (a) an assignment on a collateral basis, to any mortgage lender or other financing source of the Facilities (each, a "**Financing Source**"), (b) an assignment or transfer to any party which succeeds title to the Facilities upon any foreclosure or similar action, (c) an assignment or transfer to any successor to Developer in a merger, restructuring, or consolidation (each of the parties succeeding to the interest of the Developer under this Agreement being, a "**Successor**"), provided that: (1) in the case of each of (b)-(c), the

Successor shall not be a Prohibited Person and shall have agreed in writing to assume all of the obligations of Developer hereunder prior to the assignment; (2) in the case of (a), the Financing Source may not succeed to the interests of Developer under this Agreement until such time as it assumes and satisfies the conditions of this Agreement in (1); (3) acquisitions, dispositions, or other transfers of direct or indirect interests in the Developer resulting from the transfers of equity interests on a public exchange shall not constitute an assignment for the purposes of this Agreement; and (4) nothing contained in this Agreement shall preclude the Developer from transferring equity ownership interests in itself or any party from acquiring equity ownership interests in the Developer on a public exchange. Any transfer, assignment or attempted transfer or assignment of this Agreement by the Developer without such consent shall be null and void. No transfer or assignment of this Agreement or any interest herein by the Developer shall release or discharge the Developer from any of its obligations under this Agreement unless otherwise agreed by the Authority at the time consent to such transfer or assignment is given.

As used herein, the term "**Prohibited Person**" shall mean any party or entity that the Authority is prohibited from doing business or contracting with as a result of applicable sanctions or anti-money laundering laws and regulations.

## **11. EVENTS OF DEFAULT; REMEDIES**

11.1. Events of Default by Developer. "Default" or an "Event of Default" by Developer or the Owner under this Agreement shall mean one or more of the following events:

(a) the Developer, in violation of this Agreement, assigns or attempts to assign or transfer this Agreement or control of the Property, or any rights in either (provided that Permitted Transfers shall not constitute an Event of Default);

(b) Developer fails to comply with the terms of the EDA beyond any cure period stated therein;

(c) subject to the grace period and other conditions described in Section 11.3, Developer fails to commence, diligently pursue and complete construction of the Improvements for each Phase of the redevelopment of the Property in accordance with the Plans and Specifications;

(d) a holder of a mortgage or deed of trust exercises any remedy provided by loan documents, law or equity that materially interferes with the construction of the Improvements; or

(e) subject to the grace periods and other conditions described in Section 11.3, Developer fails to observe or perform any material and substantial covenant, obligation or agreement required of it under this Agreement.

11.2. Events of Default by the Authority. "Default" or an "Event of Default" by the Authority under this Agreement shall mean, subject to the grace period and other conditions described in Section 11.3, the Authority fails to observe or perform any material and substantial covenant, obligation or agreement required of it under this Agreement.

11.3. Grace Periods. Upon the occurrence of a Default or an Event of Default by either Party which is subject to the grace period described in this section, such Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days (ninety (90) days if the Default relates solely to the date for Completion of Construction of Improvements) after receipt of such notice, or such cure shall be commenced and diligently pursued to completion within a reasonable time, not to exceed sixty (60) days, if curing cannot be reasonably accomplished within thirty (30) days (or ninety (90) days if the Default relates solely to the date for Completion of Construction of Improvements).

11.4. Remedies on Default. Whenever any Default or Event of Default occurs and, if applicable, is not cured under Section 11.3 of this Agreement, the non-defaulting Party may take any one or more of the following:

(a) Except as otherwise provided in this Agreement, suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement; or

(b) take whatever legal or administrative action or institute such proceedings as may be necessary or desirable in its opinion to enforce observance or performance, including, but not limited to, specific performance or to seek any other right or remedy at law or in equity, including damages.

11.5. Delays/Waivers. Except as otherwise expressly provided in this Agreement, any delay by either Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such right or deprive it of or limit such rights in any way; nor shall any waiver in fact made by such Party with respect to any default by the other Party under this Agreement be considered as a waiver of rights with respect to any other Default by the other Party under this Agreement or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

11.6. Enforced Delay in Performance for Causes Beyond Control of Party. Neither the Authority nor the Developer, as the case may be, shall be considered in Default of its obligations under this Agreement in the event of enforced delay due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal, State or local government, acts of the other Party, acts of third parties (including the effect of any litigation or petitions for initiative and referendum), acts or orders of courts, fires, floods, epidemics, quarantine restrictions, strikes or other similar work stoppages, freight embargoes, enforced temporary or full closures of the Improvements or the Property, and unusually severe weather or delays of subcontractors or materialmen due to such causes (individually and collectively as the context may require, "Force Majeure"). In the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the enforced delay; provided that the Party

seeking the benefit of the provisions of this section shall, within fourteen (14) days after such Party knows of any such enforced delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the enforced delay. Delays due to general economic or market conditions shall not be considered a cause allowing a delay under this Section 11.6, unless one or more circumstances constituting Force Majeure under this Section 11.6 also exists.

11.7. Effect of Termination. If this Agreement is terminated the covenants and obligations of this Agreement that survive such termination shall remain in full force and effect the Parties agree to execute such mutual releases or other instruments reasonably required to effectuate and give notice of such termination. If this Agreement is terminated, the Authority shall retain all TIF Revenues until all obligations of the Authority created pursuant to the Urban Renewal Plan are satisfied and apply those funds to such uses or expenses as the Authority deems appropriate. If at the time of termination, Developer was entitled to the payment of any Available Revenues, then the Authority shall remit such amounts to Developer.

11.8. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement are cumulative and the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other right or remedies for any other Default by the other Party.

## **12. INDEMNITY**

12.1. General Indemnity. The Developer covenants and agrees, at its expense, to pay, and to indemnify, defend and hold harmless the Authority, and its board of commissioners, officers, agents, employees, engineers and attorneys (collectively, "Indemnified Parties" or singularly, each an "Indemnified Party") of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs), and liabilities resulting directly or indirectly from the Developer's development, construction, repair, maintenance, management, leasing, sale, and any other conduct or activities with respect to the Property or the Improvements, unless such claims, damages, demands, expenses, or liabilities, arise solely by reason of the negligent act or omission of the Authority or other Indemnified Parties.

## **13. MISCELLANEOUS**

13.1. Conflicts of Interest. None of the following shall have any interest, direct or indirect, in this Agreement: a member of the governing body of the Authority or of the City, an employee of the Authority or of the City who exercises responsibility concerning the Urban Renewal Plan, or an individual or firm retained by the City or the Authority who has performed consulting services in connection with the Urban Renewal Plan. None of the above persons or entities shall participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

13.2. Titles of Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.



13.3. Incorporation of Recitals and Exhibits. All Recitals to this Agreement and the exhibits attached hereto are incorporated into and made a part of this Agreement.

13.4. No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement.

13.5. Venue and Applicable Law. Any action arising out of this Agreement shall be brought in the El Paso County District Court and the laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

13.6. Binding Effect. The Agreement shall be binding on the Parties hereto, and their successors and assigns.

13.7. Integrated Contract; Severability. This Agreement constitutes the entire agreement among the Parties and supersedes any prior agreement, written or oral. The invalidation of any of its provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

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 the Developer, is addressed to or delivered to the Developer as follows:

Entegris, Inc.  
Attn: General Counsel  
129 Concord Road  
Billerica, MA

with a copy to:

Holland & Knight LLP  
Attn: Ed Perlmutter  
1801 California Street, Suite 5000  
Denver, CO 80202

(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](mailto: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](mailto: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).

13.10. Good Faith of Parties. In performance of this Agreement or in considering any requested 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 required by this Agreement.

13.11. Days. If the day for any performance or event provided for herein is a Saturday, Sunday, or other day on which either national banks or the office of the Clerk and Recorder of El Paso County, Colorado are not open for the regular transaction of business, such day therefor shall be extended until the next day on which said banks and said office are open for the transaction of business.

13.12. Further Assurances. The Parties hereto agree to execute such documents, and take such action, as shall be reasonably requested by the other party hereto to, supplement, define, update, confirm, and clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

13.13. Estoppel Certificate and Approvals. The Parties hereto agree to execute such documents as the other party hereto shall reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting party shall reasonably request. Any approvals required in this Agreement shall be in writing.

13.14. Amendments. This Agreement shall not be amended except by written instrument. Each amendment hereof, which is in writing and signed and delivered by the Parties hereto shall be effective to amend the provisions hereof, and no such amendment shall require the consent or approval of any other party.

13.15. Non-Liability of Certain Officials, Employees and Individuals. Except for willful and wanton actions, no City Council member, Authority Board member, official, attorney for the Authority or City Attorney, or employee of the Authority or the City shall be personally liable to the Developer for any Event of Default by the Authority or for any amount that may become due to the Developer under the terms of this Agreement. Nothing in this Section 13.15 or this Agreement is to be construed as a waiver of any limitations upon or immunity from suits against the City or the Authority, or City or Authority Board or Council members, officials, above-named agents or employees of the Authority or the City, as may be provided by law. Except for willful and wanton actions, no member or manager, shareholder, director, partner, officer, employee or attorney of the Developer shall be personally liable to the Authority for any amount that may become due to the Authority under the terms of this Agreement. Nothing herein is to be construed to limit the liability of any individual, member, manager or transferees who become personal signatories to this Agreement, or any modification thereof.

13.16. Agreement Jointly Drafted. The Agreement shall be construed as if jointly drafted by the Parties.

13.17. No Partnership; Developer Not Agent. Notwithstanding any language in this Agreement or any other Agreement, representation or warranty to the contrary, the Authority shall not be deemed or constituted a partner or joint venturer of the Developer, the Developer shall not be the agent of the Authority and the Authority shall not be responsible for any debt or liability of the Developer.

13.18. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. In the event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

13.19. Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing the Agreement have been authorized to make, and may have made, minor changes in the Agreement. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute conclusive evidence of the approval of such changes by the respective Parties.

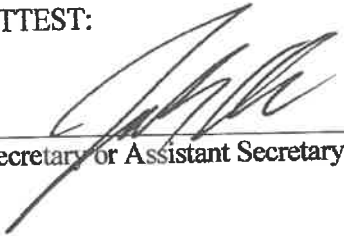
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed as of the day first above written.

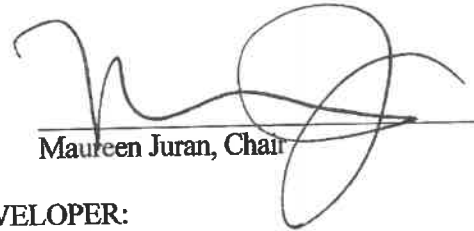
AUTHORITY:

COLORADO SPRINGS URBAN RENEWAL  
AUTHORITY

ATTEST:

  
Secretary or Assistant Secretary

By:

  
Maureen Juran, Chair

DEVELOPER:

ENTEGRIS, INC., a Delaware corporation

DocuSigned by:

By: 

Name: Neil Richards

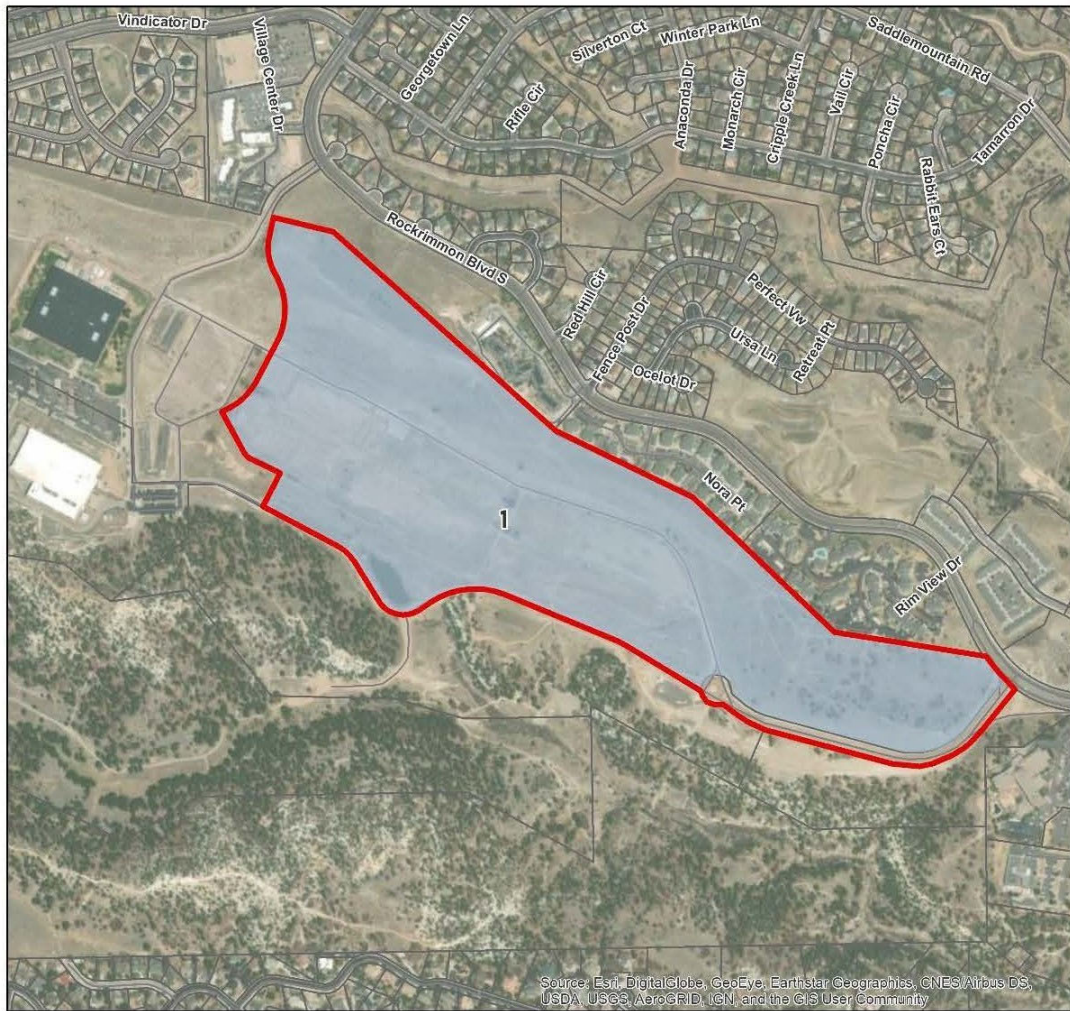
Its: SVP, Global Operations & Supply Chain

# EXHIBIT A

## DEPICTION OF PROPERTY

The boundaries of the Area to which the Urban Renewal Plan applies includes the property known as 301 South Rockrimmon, as shown below.

**Figure 1. Project Garnett Urban Renewal Plan Area**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Project Garnett URA Boundary
-  Project Garnett URA Parcels
-  Parcel

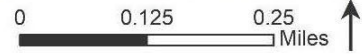


EXHIBIT B

AUTHORITY ADMINISTRATIVE FEE

Year	Fee
2023	\$70,000.00
2024	\$71,400.00
2025	\$72,828.00
2026	\$74,284.56
2027	\$75,770.25
2028	\$77,285.66
2029	\$78,831.37
2030	\$80,408.00
2031	\$82,016.16
2032	\$83,656.48
2033	\$85,329.61
2034	\$87,036.20
2035	\$88,776.93
2036	\$90,552.46
2037	\$92,363.51
2038	\$94,210.78
2039	\$96,095.00
2040	\$98,016.90
2041	\$99,977.24
2042	\$101,976.78
2043	\$104,016.32
2044	\$106,096.64
2045	\$108,218.58
2046	\$110,382.95
2047	\$112,590.61

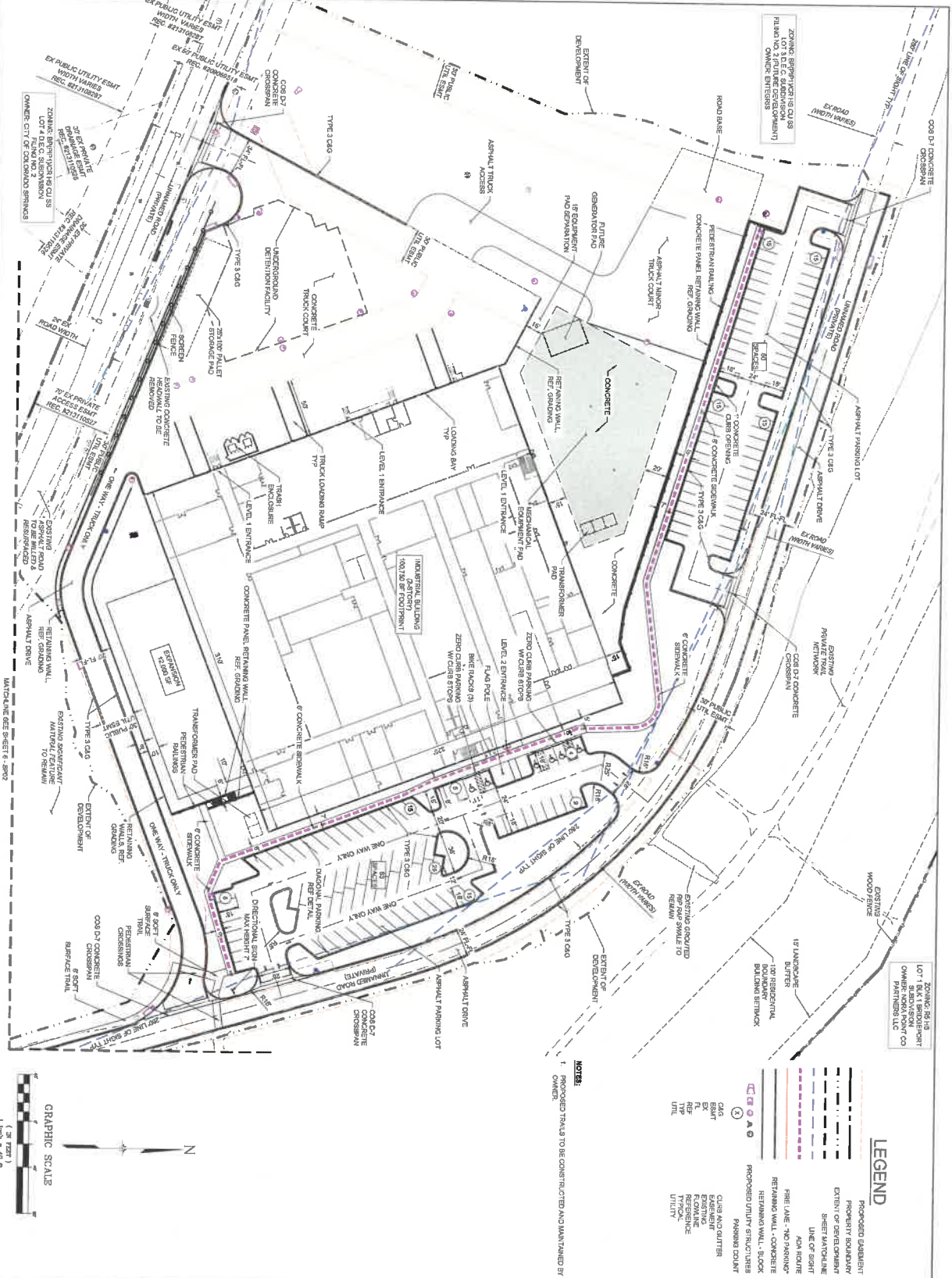
## EXHIBIT C

### DEVELOPMENT PLAN

See attached Overall Plan (Sheet 4 of 20) and Site Plan (Sheets 5 and 6 of 20) from Developer's development plan on file with the City of Colorado Springs, File No. DEPN-23-0100. For further reference see the entire development plan on file with the City of Colorado Springs.







**NOTES:**

1. PROPOSED TRAILS TO BE CONSTRUCTED AND MAINTAINED BY OWNER.

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**PROJECT INFORMATION:**

PROJECT: ROCKAMMON DEVELOPMENT PLAN  
 COLORADO SPRINGS, CO  
 MAY 2, 2023

**DESIGNED BY:** *[Signature]*  
**CHECKED BY:** *[Signature]*  
**APPROVED BY:** *[Signature]*  
**SHEET TITLE:**

**SITE PLAN**

**SP01**

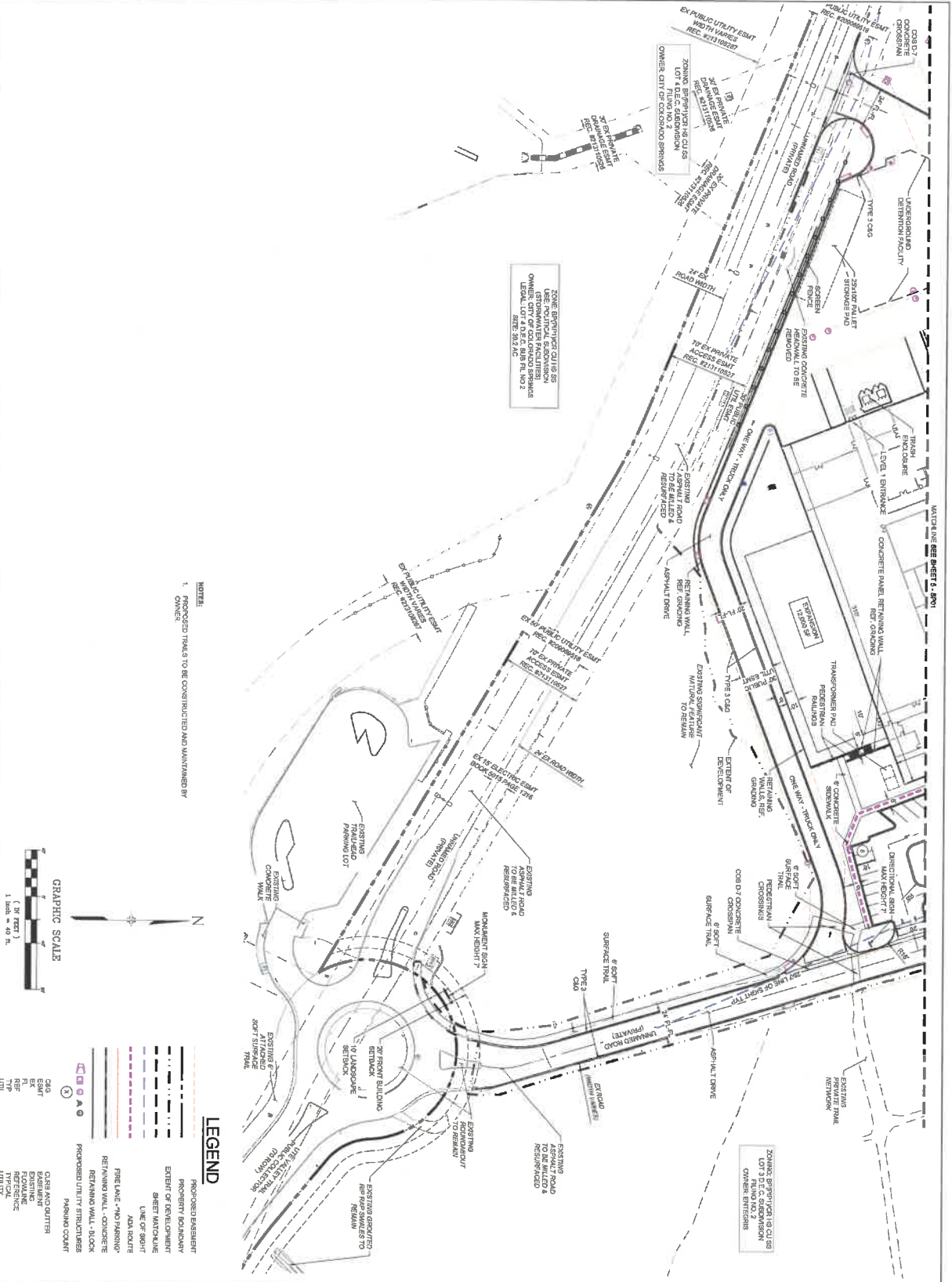
**SHEET 5 OF 20**

CONSULTANTS:  
**Matrix**  
 201 WEST WASHINGTON AVENUE, SUITE 300  
 DENVER, COLORADO 80202  
 (303) 733-4444

**Entegris**  
 10000 WADSWORTH DRIVE  
 DENVER, COLORADO 80201  
 (303) 733-2200

**WELTZ**  
 DENVER, COLORADO 80202  
 (303) 733-1888

DATE: 05/02/2023  
 PROJECT: ROCKAMMON DEVELOPMENT PLAN  
 SHEET: 5 OF 20



**CONSULTANTS**

**Matrix**  
3000 W. WYOMING AVENUE, SUITE 300  
DENVER, CO 80202  
PHONE: (303) 733-8800  
WWW.MATRIXCONSULTANTS.COM

**Enterprise**  
10000 W. WYOMING AVENUE, SUITE 100  
DENVER, CO 80202  
PHONE: (303) 733-8800  
WWW.ENTRPRENISE.COM

**WETZ**  
10000 W. WYOMING AVENUE, SUITE 100  
DENVER, CO 80202  
PHONE: (303) 733-8800  
WWW.WETZ.COM

**PROJECT**  
PROJECT ROCKRIMMON  
DEVELOPMENT PLAN  
COLORADO SPRINGS, CO  
MAY 2, 2023

NO.	DATE	DESCRIPTION	BY

**DESIGNED BY:** JMO  
**CHECKED BY:** LCB  
**APPROVED BY:** JMO  
**SHEET TITLE:** SITE PLAN

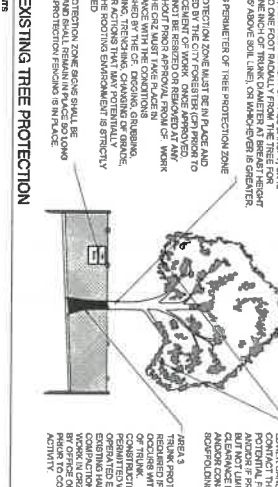
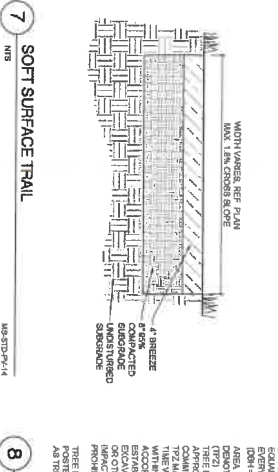
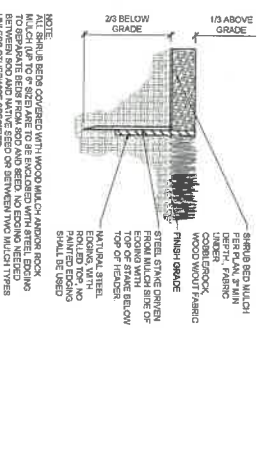
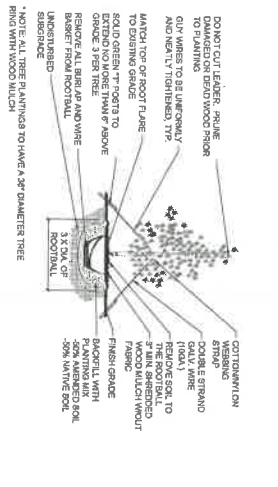
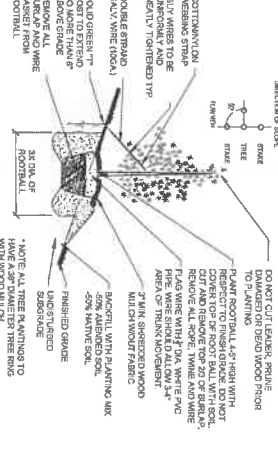
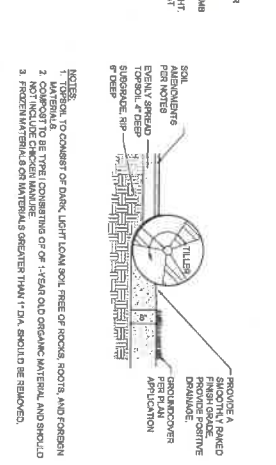
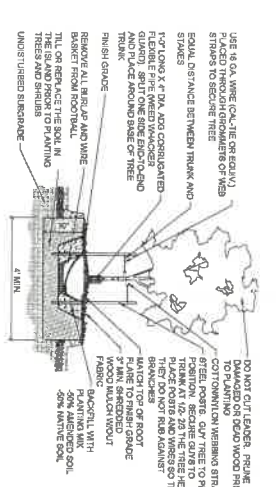
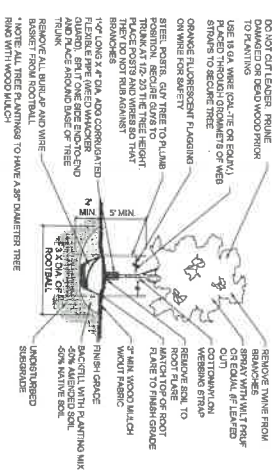
**PROJECT NO.:** 23.1076.001  
**DRAWN BY:** CVM  
**DATE:** 05/02/2023

EXHIBIT D  
REMEDICATION PLAN

1. Cleanup of the site will be within the Phase 1 boundary limits.
  - a. Note – there are not existing foundations/piles in this area
2. Excess soils removed from Phase 1 and split in strategic locations on both Phase 2 and Phase 3.
3. Relocated soils will be stockpiled as per environmental standards and planted with native grasses.
4. Cleanup of Phase 2 and Phase 3 is planned and will be incorporated into future phase planning and construction of each respective phase.

See also the attached Preliminary Landscape Details, Preliminary Landscape Plan and Land Suitability Analysis Composite excerpted from the Development Plan.





**THESE PROTECTION ZONES MUST BE IN PLACE AND APPROVED BY THE CITY FORESTER (SEE PLAN FOR TREE PROTECTION ZONE APPROVAL) PRIOR TO THE WITHDRAWAL FROM APPROVAL FROM OFFICE OF THE CITY FORESTER. THIS PROTECTION ZONE MUST BE IN PLACE AND APPROVED BY THE CITY FORESTER (SEE PLAN FOR TREE PROTECTION ZONE APPROVAL) PRIOR TO THE WITHDRAWAL FROM APPROVAL FROM OFFICE OF THE CITY FORESTER.**

**AREA 1**  
 LOWER CORNER PROTECTION ZONE MUST BE IN PLACE AND APPROVED BY THE CITY FORESTER (SEE PLAN FOR TREE PROTECTION ZONE APPROVAL) PRIOR TO THE WITHDRAWAL FROM APPROVAL FROM OFFICE OF THE CITY FORESTER.

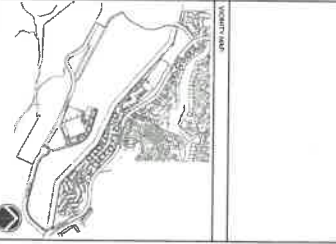
**AREA 2**  
 LOWER CORNER PROTECTION ZONE MUST BE IN PLACE AND APPROVED BY THE CITY FORESTER (SEE PLAN FOR TREE PROTECTION ZONE APPROVAL) PRIOR TO THE WITHDRAWAL FROM APPROVAL FROM OFFICE OF THE CITY FORESTER.

**AREA 3**  
 LOWER CORNER PROTECTION ZONE MUST BE IN PLACE AND APPROVED BY THE CITY FORESTER (SEE PLAN FOR TREE PROTECTION ZONE APPROVAL) PRIOR TO THE WITHDRAWAL FROM APPROVAL FROM OFFICE OF THE CITY FORESTER.

**Matrix**  
 PRELIMINARY LANDSCAPE DETAILS  
 LD02  
 SHEET 12 OF 20

**Entegris**  
 WEITZ

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			



**PROJECT INFORMATION**

PROJECT: COLORADO SPRINGS, CO

DATE: MAY 2, 2023

DESIGNED BY: CANN

CHECKED BY: CANN

APPROVED BY: CANN

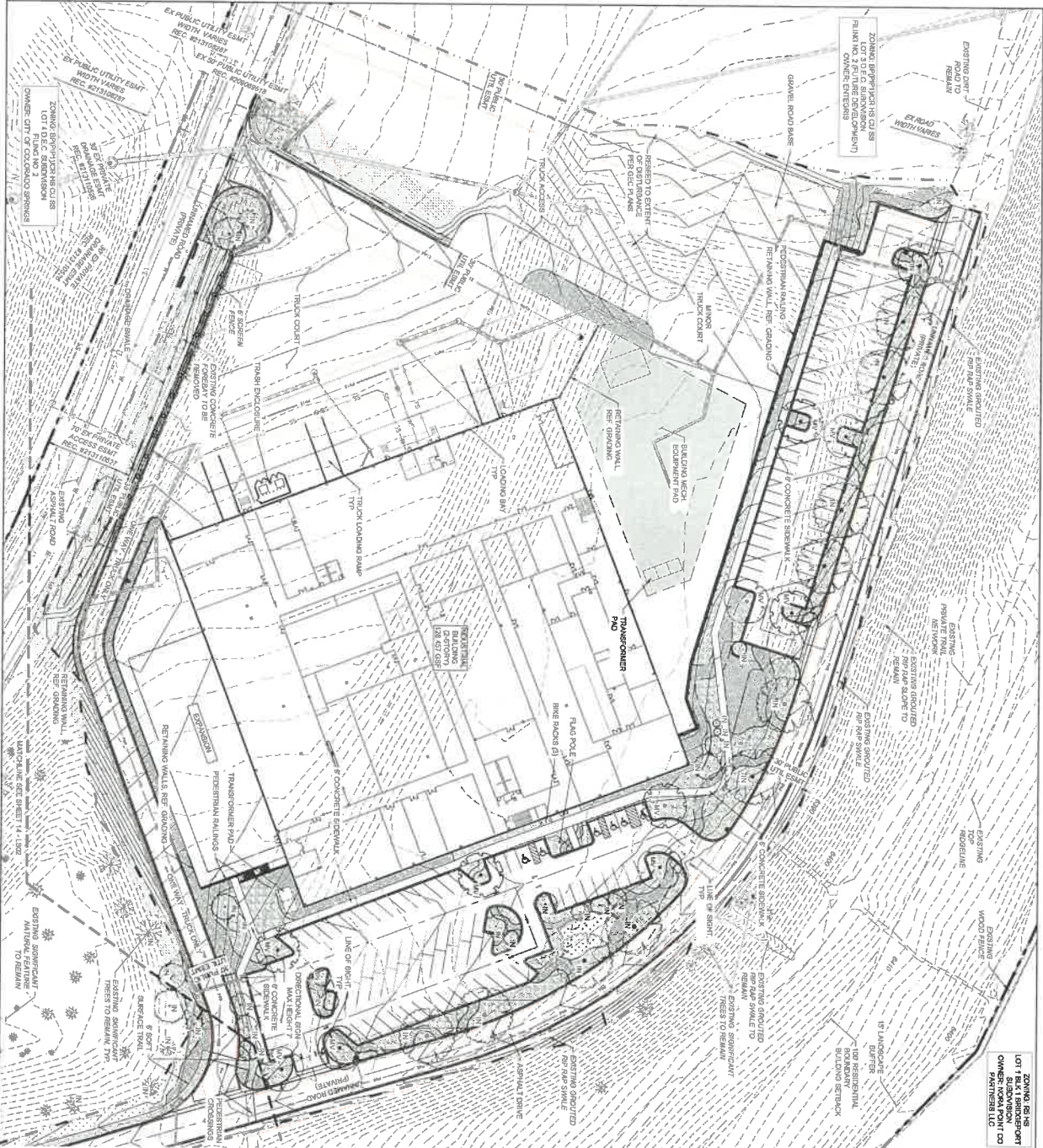
SCALE: AS SHOWN

SHEET TITLE: PRELIMINARY LANDSCAPE DETAILS

SHEET NO.: LD02

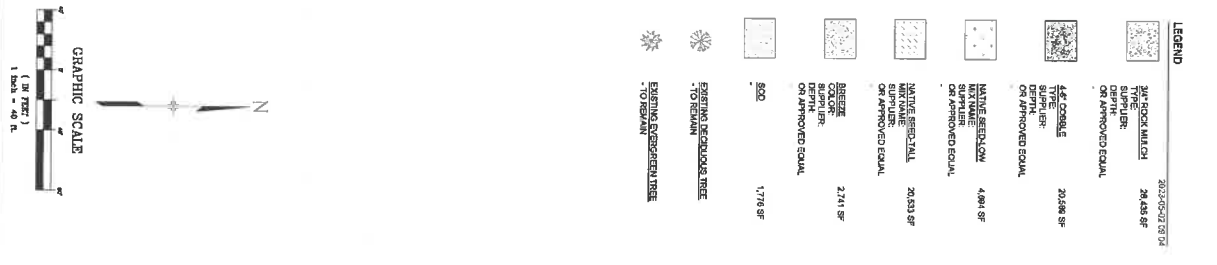
TOTAL SHEETS: 20

**Matrix**  
 PRELIMINARY LANDSCAPE DETAILS  
 LD02  
 SHEET 12 OF 20



ZONING: RS-15  
 LOT 7 BLDG 1 REBERPORT CO  
 OWNER: REBERPORT CO  
 PARTNER: ITC

ZONING: RS-15 (S)  
 PLANNING NO. 2 (PLANNING DEVELOPMENT)  
 OWNER: ENTRIS



CONTACT LIST:  
 PARENT COMPANY: ARCHITECTURAL SERVICES  
**Matrix**  
 1425 MARSHALL ST., SUITE 100  
 COLORADO SPRINGS, CO 80904  
 PHONE: 719.593.9310  
 CONTRACT NUMBER: 21-079-002

**Entiris**  
 1425 MARSHALL ST., SUITE 100  
 COLORADO SPRINGS, CO 80904  
 PHONE: 719.593.9310  
 CONTRACT NUMBER: 21-079-002

**WEITZ**  
 777 E. MONACO STREET, SUITE 100  
 COLORADO SPRINGS, CO 80904  
 PHONE: 719.593.9310  
 CONTRACT NUMBER: 21-079-002

PROJECT:	PROJECT ROCKRIMMON DEVELOPMENT PLAN
CLIENT:	ENTRIS
DATE:	MAY 2, 2023
DESIGNER:	ENTRIS
DRAWN BY:	CMW
CHECKED BY:	CSB
APPROVED BY:	JMO
SHEET TITLE:	PRELIMINARY LANDSCAPE PLAN

**LS01**  
 SHEET 13 OF 20





**SITE LEGEND**

- PROPOSED CONTOURS
- EXISTING CONTOURS
- PROPERTY BOUNDARY
- PROPOSED CONCEPT LINES
- MODULAR BLOCK REMAINING WALL

**ENVIRONMENTAL IMPACTS LEGEND**

- EXISTING VEGETATIVE AREA
- EXISTING SCLOPS GRAVIER 175% SW

**SOIL LEGEND**

- CHASSINLEADOWN COMPLEX
- ROCK CLAY LOAM (8% SW, SLOPES)
- TRAVESILL-ROCK OUTCROP COMPLEX (8% SW, SLOPES)

**NOTES:**  
 1. THE MONOCULTURE SOIL GROUP FOR THE MAJORITY OF THE PROPERTY CONSISTS OF SOIL GROUP OTHER THAN THE UNOS COM. RESOURCE REPORT DATED FEBRUARY 2023. SOIL GROUP CONSISTS OF SOILS HAVING A CLAY CONTENT OF 35% OR MORE. THESE SOILS ARE HIGH RISK. THESE SOILS HAVE A HIGH RISK OF EROSION AND ARE NOT SUITABLE FOR CONSTRUCTION. THESE SOILS HAVE A HIGH RISK OF EROSION AND ARE NOT SUITABLE FOR CONSTRUCTION. THESE SOILS HAVE A HIGH RISK OF EROSION AND ARE NOT SUITABLE FOR CONSTRUCTION.

<p><b>SA01</b></p> <p><b>SHEET 15 OF 20</b></p>	<p><b>LAND SUITABILITY ANALYSIS COMPOSITE</b></p>	<p><b>PROJECT:</b> PROJECT ROCKRIMMON DEVELOPMENT PLAN</p> <p><b>LOCATION:</b> COLORADO SPRINGS, CO</p> <p><b>DATE:</b> MAY 2, 2023</p>	<p><b>CLIENT:</b> ENTORIS</p> <p><b>PROJECT:</b> PROJECT ROCKRIMMON DEVELOPMENT PLAN</p> <p><b>DATE:</b> MAY 2, 2023</p>
<p><b>LAND SUITABILITY ANALYSIS COMPOSITE</b></p>			



400 ARDENWOOD DRIVE  
 COLORADO SPRINGS, CO 80907  
 PHONE: (719) 593-3300  
 FAX: (719) 593-3301  
 WWW.WELTZ.COM