

**SEVENTH AMENDMENT TO
AGREEMENT REGARDING ENVIRONMENTAL FEES**

THIS SEVENTH AMENDMENT TO AGREEMENT REGARDING ENVIRONMENTAL FEES ("Seventh Amendment") is made and entered into this ____ of _____, 20____ by and among the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"); MCWHINNEY REAL ESTATE SERVICES, INC., a Colorado corporation ("Developer"); HIGH PLAINS FOUNDATION, a Colorado nonprofit corporation ("HPF"); and HIGH PLAINS ENVIRONMENTAL CENTER, a Colorado nonprofit corporation ("HPEC"), with the HPF and HPEC sometimes referred to together herein as the "Environmental Entities."

RECITALS

WHEREAS, the City, the Developer and the Environmental Entities are parties to that Agreement Regarding Environmental Fees dated June 27, 2006, as amended from time to time (the "Agreement"); and

WHEREAS, the contingency in Section 10 of the Agreement was satisfied and the Agreement was recorded in the office of the Larimer County Clerk and Recorder (the "County Records") on July 11, 2006 at Reception No. 2006-0051710; and

WHEREAS, the Agreement sets forth, among other things, the purposes, methods for collection and allocation, and the amounts of the Non-Residential Environmental Fees or Residential Environmental Fees to be assessed against buildings within the Millennium Addition PUD – 5th Amendment and Restatement (the "5th AR PUD"); and

WHEREAS, the 5th AR PUD was amended by the Millennium Addition PUD 6th – Amendment effective June 19, 2007 (the "6th PUD Amendment"); and

WHEREAS, the City, the Developer and the Environmental Entities entered into the First Amendment to Agreement Regarding Environmental Fees dated June 24, 2008, and recorded in the County Records on September 23, 2008 at Reception No. 20080060422 ("First Amendment"), for the purpose of subjecting property within the Grange Addition to Non-Residential Environmental Fees; and

WHEREAS, the 6th PUD Amendment was amended by the Millennium Addition PUD – 7th Amendment effective July 15, 2008 (the "7th PUD Amendment"), for the purpose, among other things, of including the Grange Addition therein and imposing special conditions requiring the payment and collection of Non-Residential Environmental Fees against such property in accordance with the terms of the Agreement and the First Amendment; and

WHEREAS, concurrently with the approval of the 7th PUD Amendment, the City Council of the City ("City Council"), by Ordinance No. 5329 effective July 15, 2008, rezoned portions of Parcels B-3 and C-4 of the Millennium General Development Plan, referred to herein as the "Jupiter Parcel", into the I - Developing Industrial District and, therefore, the Jupiter Parcel is no longer subject to the Non-Residential Environmental Fees or the provisions of the Agreement; and

WHEREAS, the 7th PUD Amendment was amended by the Millennium Addition PUD – 8th Amendment effective May 19, 2009 (the “8th PUD Amendment”), for the purpose, among other things, of (i) adding residential uses as uses-by-right in Parcels B-1 and B-4 of the Millennium General Development Plan, (ii) including former Parcel C-3 within the boundaries of Parcel C-1 and adding residential uses as uses-by-right therein, and (iii) imposing special conditions requiring the payment and collection of Residential Environmental Fees against Parcels B-1 and B-4; and

WHEREAS, the City, the Developer and the Environmental Entities entered into the Second Amendment to Agreement Regarding Environmental Fees dated June 3, 2009, and recorded in the County Records on June 8, 2009 at Reception No. 20090037286 (“Second Amendment”), for the purpose of subjecting Parcels B-1 and B-4 to Residential Environmental Fees; and

WHEREAS, approval of the 8th PUD Amendment by the City Council included former Parcel C-3 within the boundaries of Parcel C-1 and automatically subjected the residential uses within the former Parcel C-3 to the Residential Environmental Fees and the provisions of the Agreement by virtue of the existing special conditions which are applicable to Parcel C-1; and

WHEREAS, the 8th PUD Amendment was amended by the Millennium Addition PUD – 9th Amendment effective May 19, 2012 (the “9th PUD Amendment”), for the purpose, among other things, of dividing Parcel A-2 to create a smaller Parcel A-2 and a new Parcel A-8; and

WHEREAS, the City, the Developer and the Environmental Entities entered into the Third Amendment to Agreement Regarding Environmental Fees dated January 15, 2013, and recorded in the County Records on February 13, 2013 at Reception No. 20130011724 (“Third Amendment”), for the purpose of extending the term of the Agreement, the First Amendment and the Second Amendment, and for the purpose of modifying the provisions thereof regarding the process of allocating, reporting, and accounting for monies for “Open Space Purposes” and for “HPEC Purposes”; and

WHEREAS, the 9th PUD Amendment was amended on August 25, 2017 for the purpose of reconfiguring the boundaries of Parcel C-1 and Parcel C-4 to reflect the realignment of the future Kendall Parkway (“Minor Amendment 9.10”) resulting in the expansion of Parcel C-1 and the residential uses approved therein; and

WHEREAS, the City's approval of Minor Amendment 9.10 automatically subjected the uses in the reconfigured Parcel C-1 to the Residential Environmental Fees and the provisions of the Agreement by virtue of the existing special conditions which are applicable to Parcel C-1; and

WHEREAS, the City Council, by Ordinance No. 6168 effective January 2, 2018, rezoned a portion of Parcel C-4 of the GDP to the I - Developing Industrial District and, therefore, such property is no longer subject to the Non-Residential Environmental Fees or the provisions of the Agreement; and

WHEREAS, the 9th PUD Amendment was amended by the Millennium Addition PUD – 10th Amendment effective March 6, 2018 (the "10th PUD Amendment"), for the purpose, among other things, of including portions of the Savanna Second Subdivision within the boundaries of Parcels B-3 and C-4 of the Millennium General Development Plan (the "9th Millennium GDP Amendment"); and

WHEREAS, approval of the 9th Millennium GDP Amendment by the City Council automatically subjected the nonresidential uses within the new portions of Parcels B-3 and C-4 to the Non-Residential Environmental Fees and the provisions of the Agreement by virtue of the existing special conditions which are applicable to Parcels B-3 and C-4; and

WHEREAS, the City, the Developer and the Environmental Entities entered into the Fourth Amendment to Agreement Regarding Environmental Fees dated March 7, 2018, and recorded in the County Records on March 22, 2018 at Reception No. 20180016485 ("Fourth Amendment"), for the purpose of changing the legal description of the Millennium General Development Plan, as amended by the 10th PUD Amendment and Ordinance No. 6190 (the "Amended GDP Property"), and the depiction of the parcels subject to the Millennium General Development Plan; and

WHEREAS, the City, the Developer and the Environmental Entities entered into the Fifth Amendment to Agreement Regarding Environmental Fees dated September 11, 2019, and recorded in the County Records on September 12, 2019 at Reception No. 20190054914 ("Fifth Amendment"), for the purpose of revising the Residential Environmental Fee for Parcel B-6; and

WHEREAS, the Developer proposed an eleventh amendment to the Millennium General Development Plan and sixth amendment to Agreement Regarding Environmental Fees, but withdrew both amendments from City consideration on August 31, 2023;

WHEREAS, the Developer has proposed a twelfth amendment to the Millennium General Development Plan for the purpose, among other things, of imposing Non-Residential Environmental Fees and Residential Environmental Fees against Parcel B-13 in accordance with the terms of this Seventh Amendment (the "Amended GDP");

WHEREAS, the parties hereto desire to enter into this Seventh Amendment for the purpose of subjecting Parcel B-13 to the Non-Residential Environmental Fees and Residential Environmental Fees and the provisions of the Agreement;

WHEREAS, the legal description of the Amended GDP is set forth on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Section 11 of the Agreement, the consent of McStain Enterprises, Inc., to this Seventh Amendment is not required.

NOW THEREFORE, for and in consideration of the foregoing recitals and the parties' mutual covenants and agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. All sections of this Seventh Amendment, with the exception of Section 2, shall be considered to be additions to the Agreement and not as superseding, or in substitution of, any section of the Agreement. Therefore, except as hereinafter expressly amended in Section 2 below, all other provisions, terms and conditions of the Agreement shall remain in full force and effect. Any reference to a defined portion of a "Parcel" may also be referred to as a "Subparcel." For example, Parcel B-13 refers to the same property as Subparcel B-13.

2. Environmental Fees. Exhibits C.1 and C.2 of the Agreement, containing a description and map delineating all parcels therein and a matrix which summarizes the applicability of the Environmental Fees to each parcel and the amount of the respective payments therefor, which were previously replaced and superseded in their entirety, shall be replaced and superseded in their entirety by **Exhibits C.1 and C.2** attached to this Seventh Amendment.

3. Contingency. This Seventh Amendment shall be expressly contingent upon the City Council's approval of the execution of this Seventh Amendment.

4. Effective Date/Term. This Seventh Amendment shall be effective upon the date that it has been fully executed by all parties hereto, and the term hereof shall continue through December 31, 2040, terminating on January 1, 2041.

5. Tri-Party Agreement. Nothing in this Seventh Amendment shall be construed as amending or in any way affecting the rights and obligations of Centerra Properties West, LLC and the Environmental Entities pursuant to the Tri-Party Agreement.

6. Notices. Any notice or communication required under this Seventh Amendment must be in writing and may be given either personally, by certified mail, return receipt requested, by FedEx or other reliable courier service that guarantees next day delivery or by email transmission (followed by an identical hard copy via certified mail, return receipt requested). If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (b) as applicable: (i) three (3) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; (ii) the following business day after being sent via FedEx or other reliable courier service that guarantees next day delivery; or (iii) the following business day after being sent by email transmission (provided that such email transmission is promptly followed by an identical hard copy sent via certified mail, return receipt requested). Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 6, designate additional persons to whom notices or communications shall be given and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City:

City of Loveland
ATTN: City Manager
500 East Third Street
Loveland, CO 80537
Email: Steve.Adams@cityofloveland.org

With a copy to:

City of Loveland
ATTN: City Attorney
500 East Third Street
Loveland, CO 80537
Email: Moses.Garcia@cityofloveland.org

If to Developer:

McWhinney Real Estate Services, Inc.
ATTN: EVP, General Counsel
1800 Wazee Street
Denver, CO 80202
Email: legalnotices@mcwhinney.com

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, Colorado 80202
Attention: Carolynne White
Email: cwhite@bhfs.com

If to Environmental Entities

High Plains Foundation and
High Plains Environmental Center
ATTN: Jim Tolstrup, Executive Director
1854 Piney River Drive
Loveland, CO 80538
Email: jim@subabitat.org

7. Applicable Law. This Seventh Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

8. Binding Effect. To the maximum extent permitted by applicable law, this Seventh Amendment shall be binding upon and shall inure to the benefit of the successors in interest, assigns and the legal representatives of the parties hereto.

9. Counterparts. This Seventh Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. Default/Remedies. In the event of a material breach or default by any party hereunder, as determined by a court of competent jurisdiction, the non-breaching party shall be entitled to any and all remedies provided under this Seventh Amendment or available at law or equity, including actions for specific performance and injunctive relief.

11. Severability. If any provision of this Seventh Amendment is held to be illegal, invalid or unenforceable, in whole or in part, under present or future laws effective during the term hereof, such provision shall be fully severable and this Seventh Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Seventh Amendment and the remaining provisions of this Seventh Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by the severance of such provision from this Seventh Amendment.

12. Waiver. No waiver of one or more of the terms of this Seventh Amendment shall constitute a waiver of other terms. No waiver of any provision of this Seventh Amendment in any instance shall constitute a waiver of such provision in other instances.

13. Recordation. This Seventh Amendment shall be recorded in the County Records, and the Developer shall pay the cost of the same.

[signature page follows]

CITY:

CITY OF LOVELAND, COLORADO, a home rule
municipality

By: _____

Date: _____, 20____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:

By: _____

DEVELOPER:

MCWHINNEY REAL ESTATE SERVICES, INC., a
Colorado corporation

By: _____

Date: _____, 20__

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Seventh Amendment was acknowledged before me this ____ day of
_____, 20_____, by _____, as _____ of McWhinney Real Estate
Services, Inc., a Colorado corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

ENVIRONMENTAL ENTITIES:

HIGH PLAINS FOUNDATION, a Colorado
nonprofit corporation

By: _____

Date: _____, 20____

HIGH PLAINS ENVIRONMENTAL CENTER, a
Colorado nonprofit corporation

By: _____

Date: _____, 20____

STATE OF COLORADO)
)
) ss.
COUNTY OF LARIMER)

The foregoing Seventh Amendment was acknowledged before me this _____ day of
_____, 20____, by _____ as _____ of The High Plains Foundation, a
Colorado nonprofit corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
)
) ss.
COUNTY OF LARIMER)

The foregoing Seventh Amendment was acknowledged before me this _____ day of
_____, 20____, by _____ as _____ of The High Plains Environmental Center.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A

Legal Description of Amended GDP

DESCRIPTION: GDP OVERALL EAST

A tract of land located in the South Half of Section 2, the Southeast Quarter of Section 3, the East Half of Section 10, the West Half of Section 11, the Northeast Quarter of Section 11 and the Northwest Quarter of Section 14 all in Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, State of Colorado being more particularly described as follows:

Considering the North line of the Northeast Quarter of said Section 10 as bearing North 89°05'00" East and with all bearings contained herein relative thereto:

Commencing at the North Quarter corner of said Section 10; thence along said North line of the Northeast Quarter, North 89°05'00" East, 107.08 feet to the East right-of-way line of Interstate 25, said point being the POINT OF BEGINNING; thence along said East right-of-way line, North 00°35'04" East, 2,631.27 feet to the North line of the Southeast Quarter of said Section 3; thence along said North line, North 89°19'03" East, 2,566.66 feet to the West Quarter corner of said Section 2; thence along the North line of the Southwest Quarter of said Section 2, North 89°03'30" East, 2,643.82 feet to the Center Quarter corner of said Section 2; thence along the East line of said Southwest Quarter, South 01°13'28" West, 2,625.29 feet to the North Quarter corner of said Section 11; thence, along the North line of the Northeast Quarter of said Section 11, North 89°08'13" East, 2,618.77 feet to the West line of Astrolabe Avenue (County Road 3); thence along said West line, South 00°27'50" West, 2,641.18 feet to the South line of the Northeast Quarter of said Section 11; thence along said South line, South 89°09'44" West, 2,613.31 feet to the Center Quarter corner of said Section 11; thence along the East line of the Southwest Quarter of said Section 11, South 00°20'46" West, 1926.24 feet to the Southwesterly line of the Union Pacific Railroad; thence along said Southwesterly line, North 68°08'51" West, 536.85 feet; thence continuing along said Southwesterly line and along a curve concave to the northeast having a central angle of 08°44'52" with a radius of 3,919.83 feet, an arc length of 598.47 feet and the chord of which bears North 63°46'25" West, 597.89 feet to a point being on the East line of Parcel B-2 of the Millennium Addition; thence along the East line of said Parcel B-2, South 00°20'17" West, 938.15 feet; thence along the North line of said Parcel B-2, South 88°14'17" East, 528.37 feet; thence along the East line of said Parcel B-2 and the East line of Parcel B-3 of said Millennium Addition, South 00°50'26" East, 76.28 feet; thence along the North line of Parcel B-4 of said Millennium Addition, South 89°03'44" East, 23.48 feet; thence along the East line of said Parcel B-4, South 00°20'17" West, 23.11 feet; thence, South 00°47'17" East, 180.91 feet to the South right-of-way line of East Eisenhower Boulevard (U.S. Highway 34); thence along said South right-of-way line, South 89°11'17" West, 2,158.63 feet; thence, North 00°00'00" East, 50.00 feet to the Southwest Corner of said Section 11; thence, along the West line of the Southwest Quarter of said Section 11, North 00°20'47" East, 130.00 feet to the North line of U.S. Highway 34; thence along said North line, South 89°13'08" West, 1,552.37 feet; thence along the Easterly right-of-way line of Interstate 25 the following 10 courses and distances; North 47°25'44" West, 197.70 feet; thence, South 89°09'42" West, 100.40 feet; thence, North 79°01'48" West, 292.40 feet; thence, North 48°50'18" West, 351.88 feet; thence, along a non tangent curve concave to the northeast having a

central angle of $50^{\circ}42'44''$ with a radius of 586.70 feet, an arc length of 519.28 feet and the chord of which bears North $23^{\circ}28'47''$ West, 502.50 feet; thence, North $00^{\circ}10'40''$ East, 471.50 feet; thence, North $00^{\circ}33'26''$ East, 451.62 feet; thence, North $00^{\circ}35'10''$ East, 230.11 feet; thence, North $00^{\circ}36'55''$ East, 457.83 feet; thence, North $00^{\circ}35'04''$ East, 2,637.06 feet to the POINT OF BEGINNING.

The above described tract of land contains 1069.037 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

DESCRIPTION: GDP OVERALL SOUTHWEST

All of Parcels E-1, E-2, F-1, F-2, F-3, G-1, G-2, and G-3, Millennium Addition located in Section 17, Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado.

ALSO:

A tract of land being a portion of the right-of-way of East Eisenhower Boulevard located in Section 8 and Section 17, Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 17 as bearing North $89^{\circ}39'42''$ East and with all bearings contained herein relative thereto:

BEGINNING at the Northwest Quarter corner of said Section 17; thence along the West line of the Southwest Quarter of said Section 8, North $00^{\circ}12'19''$ East, 114.00 feet to a point on the North right-of-way line of said East Eisenhower Boulevard; thence along said North line, South $89^{\circ}54'15''$ East, 2332.62 feet; thence, departing said North line, South $00^{\circ}05'45''$ West, 157.18 feet to a point on the South right-of-way line of said East Eisenhower Boulevard; thence along said South line the following 2 courses and distances, South $89^{\circ}27'40''$ West, 736.72 feet; thence North $89^{\circ}51'21''$ West, 1596.16 feet to a point on the West line of the Northwest corner of said Section 17; thence along said West line, North $00^{\circ}05'34''$ East, 50.00 feet to the Point of Beginning.

ALSO:

A tract of land being a portion of the right-of-way of East First Street located in Section 17 and Section 20, Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

Considering the South line of the Southwest Quarter of said Section 17 as bearing North $89^{\circ}55'16''$ East and with all bearings contained herein relative thereto:

BEGINNING at the Southwest Quarter corner of said Section 17; thence along the West line of the Southwest Quarter of said Section 17, North $00^{\circ}06'12''$ East, 30.00 feet to a point

on the North right-of-way line of East First Street; thence along said North right-of-way line, North 89°55'16" East, 2587.46 feet to a point on the East line of the Southwest Quarter of said Section 17; thence along said East line, South 00°31'12" West, 30.00 feet to the South Quarter corner of said Section 17; thence, along the East line of the Northwest Quarter of said Section 20, South 00°23'57" East, 50.00 feet to a point on the South right-of-way line of East First Street; thence, along said South line by the following 3 course and distances, South 89°55'16" West, 1347.06 feet; thence, North 00°04'44" West, 20.00 feet; thence, South 89°55'16" West, 1240.55 feet to a point on the West line of the Northwest Quarter of said Section 20, thence along said West line, North 00°05'26" East, 30.00 feet to the Point of Beginning.

ALSO:

A tract of land being a portion of GOROM FIRST ADDITION to the City of Loveland, a portion of North Boyd Lake Avenue and a portion of East Fifth Street, located in the Southeast Quarter of Section 17, Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of said Southeast Quarter as bearing South 89°47'41" West, and with all bearings contained herein relative thereto:

Commencing at the East Quarter corner of said Section 17; thence, South 89°47'41" West, along the North line of said Southeast Quarter, 30.00 feet to the **POINT OF BEGINNING**; thence, South 00°53'24" West, 30.00 feet; thence, North 89°47'41" East, 60.00 feet to a point being on the East right-of-way line of North Boyd Lake Avenue, thence, along said East right-of-way line and the South right-of-way line of East Fifth Street by the following six (6) courses and distances, South 00°53'24" West, 1286.81 feet; thence, South 69°58'48" West, 96.09 feet; thence, South 88°54'56" West, 271.28 feet; thence, North 86°29'37" West, 98.39 feet; thence, South 89°42'08" West, 810.37 feet; thence, South 89°23'07" West, 73.88 feet; thence, departing said right-of-way line, North 00°53'52" East, 29.65 feet to a point being the Southeast 1/16th corner of said Section 17; thence, along the West line of the Northeast Quarter of the Southeast Quarter of said Section 17 and the East line of Outlot 5, Millennium SW First Subdivision, North 00°41'45" East, 1319.29 feet to the Center-East 1/16th corner; thence, along the North line of the Southeast Quarter of said Section 17, North 89°47'41" East, 1287.94 feet to the Point of Beginning.

ALSO:

Lot 1, Pfieff Minor Land Division File No. 15-S3349 as recorded at Reception No.20160026252, County of Larimer, State of Colorado.

The above described tracts of land contain a combined area of 426.447 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

DESCRIPTION: GDP OVERALL WEST

A tract of land located in the South Half of Section 34, Township 6 North, Range 68 West, Sections 3, 4, 5, 8, 9 and 10 all in Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 4 as bearing South 89°29'39" East and with all bearings contained herein relative thereto:

Commencing at the Northwest corner of said Section 4; thence along said North line, South 89°29'39" East, 30.00 feet to the East right-of-way line of North Boyd Lake Avenue; thence along said East right-of-way line, South 01°03'56" West, 1,335.52 feet to the **POINT OF BEGINNING**; thence, South 89°18'01" East, 2,597.19 feet; thence, South 89°17'53" East, 1,291.58 feet to a point on the Southwesterly line of that tract of land described at Reception No. 20040112371 on file at the Office of the Clerk and Recorder of said Larimer County; thence, along said Southwesterly line, South 49°21'40" East, 1729.20 feet to a point on the East line of the Northwest Quarter of said Section 4; thence, along said East line, North 01°20'53" East, 32.31 feet; thence, departing said East line, South 49°21'40" East, 38.76 feet to the West line of Myers Group Partnership #949 First Subdivision; thence along the boundary lines of said Myers Group Partnership #949 First Subdivision the following 11 courses and distances, North 01°20'51" East, 2,456.35 feet; thence, North 00°25'35" West, 30.00 feet; thence, South 89°57'25" East, 1,084.99 feet; thence, South 00°02'35" West, 60.00 feet; thence, South 65°43'55" East, 109.70 feet; thence, South 89°57'25" East, 900.00 feet; thence, South 51°28'25" East, 108.50 feet; thence, South 13°27'25" East, 935.84 feet; thence, South 00°34'47" West, 2,793.54 feet; thence, South 07°41'05" West, 201.60 feet; thence, South 00°33'47" West, 456.50 feet; thence, departing said line, South 29°49'16" West, 152.83 feet to the Southwesterly line of Union Pacific Railroad; thence along said Southwesterly line, North 49°06'59" West, 56.74 feet to the East line of Twin Peaks Addition; thence along the boundary lines of said Twin Peaks Addition the following 10 courses and distances, South 00°02'56" West, 86.80 feet; thence, South 12°10'04" East, 269.40 feet; thence, South 00°02'56" West, 358.81 feet; thence, South 88°48'27" West, 1,342.99 feet; thence, South 01°14'31" East, 1,346.99 feet; thence, South 89°36'03" East, 1,305.48 feet; thence, North 89°47'57" East, 10.00 feet; thence, South 00°12'03" East, 282.32 feet; thence, South 00°29'04" West, 939.22 feet; thence, South 89°07'26" West, 54.28 feet to the Southerly line of Tract D, McWhinney Eleventh Subdivision; thence along said Southerly line the following 16 courses and distances, South 28°40'36" West, 120.41 feet; thence, along a non tangent curve concave to the northwest having a central angle of 43°45'26" with a radius of 300.00 feet, an arc length of 229.11 feet and the chord of which bears South 50°33'18" West, 223.58 feet; thence, South 72°25'56" West, 75.60 feet; thence, along a curve concave to the north having a central angle of 21°53'22" with a radius of 630.00 feet, an arc length of 240.69 feet and the chord of which bears South 83°22'42" West, 239.23 feet; thence, North 85°40'36" West, 258.28 feet; thence, along a curve concave to the south having a central angle of 12°58'27" with a radius of 740.00 feet, an arc length of 167.57 feet and the chord of which bears South 87°50'10" West, 167.21 feet; thence, South 81°20'56" West, 402.96 feet; thence, along a curve concave to the north having a central angle of 04°55'58" with a radius of 200.00 feet, an arc length of 17.22 feet and the chord of which bears South 83°48'55" West, 17.21 feet; thence, South 86°16'54" West, 159.73 feet; thence, along a curve concave to the north having a central angle of 10°15'15" with a radius of 1,415.00 feet, an

arc length of 253.24 feet and the chord of which bears N 88°35'28" West, 252.90 feet; thence, along a compound curve concave to the north, having a central angle of 13°43'37" with a radius of 200.00 feet, an arc length of 47.92 feet and the chord of which bears North 76°36'02" West, 47.80 feet; thence, along a compound curve concave to the northeast, having a central angle of 18°13'26" with a radius of 850.00 feet an arc length of 270.36 feet and the chord of which bears North 60°38'25" West, 269.22 feet; thence, along a compound curve concave to the northeast, having a central angle of 13°26'27" with a radius of 300.00 feet an arc length of 70.38 feet and the chord of which bears North 44°48'28" West, 70.21 feet; thence, along a reverse curve concave to the southwest, having a central angle of 25°41'09" with a radius of 200.00 feet, an arc length of 89.66 feet and the chord of which bears North 50°55'49" West, 88.91 feet; thence, North 63°45'29" West, 101.22 feet; thence, North 15°47'12" East, 23.85 feet to the North line of the Southwest Quarter of Section 10; thence along said North line, South 89°05'34" West, 144.59 feet to the West Quarter corner of said Section 10; thence along the North line of the Southeast Quarter of Section 9, North 89°19'44" West, 2570.74 feet to the Center Quarter corner of said Section 9; thence along the North line of the Southwest Quarter of Section 9, North 89°16'54" West, 2,624.87 feet to the West Quarter corner of said Section 9; thence, North 89°16'54" West, 30.00 feet to the West right-of-way line of North Boyd Lake Avenue; thence along said West right-of-way line the following 5 courses and distances, North 00°24'03" East, 1,848.66 feet; thence, North 88°07'20" West, 20.01 feet; thence, North 00°24'03" East, 788.48 feet; thence, North 01°03'10" East, 2,672.03 feet; thence, North 01°03'56" East, 627.97 feet; thence, departing said West line, South 88°56'07" East, 80.00 feet to a point on the East right-of-way line of North Boyd Lake Avenue; thence along said East right-of-way line, North 01°03'56" East, 663.56 feet to the POINT OF BEGINNING.

EXCEPT:

That tract of land described at Reception No. 96050699 on file at the Larimer County Office of the Clerk and Recorder.

The above described tract of land contains 1,188.539 acres more or less.

ALSO EXCEPT:

A parcel of land being a part of Savanna First Subdivision and Savanna Second Subdivision (Reception No. 20160059269), in the North One-Half of Section 4, Township 5 North, Range 68 West, of the Sixth Principal Meridian, in the City of Loveland, County of Larimer, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the South Line of the Northwest One-Quarter of said Section 4, said to bear North 89°18'02" West (Per the recorded plat of said Savanna Second Subdivision), a distance of 2,624.85 Feet between the monuments listed below:

Center One-Quarter Corner of Section 4 - Monumented by a 2" aluminum cap on #6 rebar, LS 7242 (Per the recorded plat of Savanna Second Subdivision).

West One-Quarter Corner of Section 4 - Monumented by a 2.5" aluminum cap on #6 rebar, LS 32829, 2012 (Per the recorded plat of Savanna Second Subdivision).

Commencing (P.O.C.) at said West One-Quarter Corner of Section 4; Thence North 01°03'28" East along the West Line of said Northwest One-Quarter of Section 4, a distance of 1,321.01; Thence South 89°18'01" East, a distance of 60.00 Feet to the Northwest Corner of said Tract A, Savanna Second Subdivision; Thence South 89°18'01" East along the North Line of said Tract A, Savanna Second Subdivision, a distance of 796.95 Feet; Thence continuing South 89°18'01" East continuing along said North Line of Tract A, Savanna Second Subdivision, a distance of 626.58 Feet to the **POINT OF BEGINNING (P.O.B.)**;

Thence continuing along said North line the following two (2) courses and distances, South 89°18'01" East, 1,143.83 feet; Thence, South 89°17'56 East, 1,096.70 feet to the Southwesterly right-of-way line of the Union Pacific Railroad; Thence along said Southwesterly line South 49°21'43" East, a distance of 1,766.92 feet; Thence departing said Southwesterly line, South 25°20'57" West, a distance of 15.16 feet; Thence along a curve concave to the East having a central angle of 37°55'36" with a radius of 221.00 feet, an arc length of 146.29 feet and the chord of which bears South 06°19'52" West, a distance of 143.63 feet to the North right-of-way line of East 37th Street; Thence North 89°17'55" West along said North right-of-way line and North right-of-way line extended, a distance of 987.25 feet; Thence departing said North right-of-way line extended, North 49°21'40" West, a distance of 31.04 feet to the South line of Savanna Second Subdivision; Thence continuing North 49°21'40" West, a distance of 507.01 feet; thence along a curve concave to the Southwest having a central angle of 39°56'13" with a radius of 324.00 feet, an arc length of 225.84 feet and the chord of which bears North 69°19'46" West, a distance of 221.29 feet; Thence North 89°17'53" West, a distance of 331.23 feet; Thence continuing North 89°17'53" West, a distance of 27.00 feet; Thence along a non-tangent curve concave to the Southwest having a central angle of 09°09'42" with a radius of 816.00 feet, an arc length of 130.48 feet and the chord of which bears North 49°07'43" West, a distance of 130.34 feet; Thence North 89°18'00" West, a distance of 467.85 feet; thence continuing North 89°18'00" West, a distance of 1,041.52 feet; Thence North 00°42'22" East, a distance of 141.77 feet; Thence continuing North 00°42'22" East, a distance of 644.12 feet to the Point of Beginning.

The above described exception parcel contains 2,756,765 square feet or 63.287 acres more or less.

AND

Rocky Mountain Village 14th Subdivision, being a subdivision of Outlot A, Rocky Mountain Village Ninth Subdivision, to the City of Loveland, County of Larimer, State of Colorado.

Containing 23.426 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

Lot 1, Block 1, McWhinney Seventh Subdivision, in the City of Loveland, according to the Plat thereof recorded on July 19, 1996, at Reception No. 96052293 of the Larimer County, Colorado records.

Containing 1.148 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

A tract of land being a portion of Tract E of the McWHINNEY ELEVENTH SUBDIVISION, located in the Southwest Quarter of Section 10, Township 5 North, Range 68 West of the 6th Principal Meridian, City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

Considering the South line of said Tract E as bearing South $86^{\circ}24'11''$ West and with all bearings contained herein relative thereto:

Commencing at the Southeast corner of said Tract E; thence along the South line of said Tract E, and the North right-of-way line of McWhinney Boulevard, South $86^{\circ}24'11''$ West, 367.80 feet to the POINT OF BEGINNING; thence, continuing along said South and North line, South $86^{\circ}24'11''$ West, 873.21 feet; thence along a curve concave to the Northeast having a central angle of $42^{\circ}52'57''$ with a radius of 75.00 feet, an arc length of 56.13 feet and the chord of which bears North $72^{\circ}09'20''$ West, 54.83 feet; thence along a curve concave to the Northeast having a central angle of $22^{\circ}19'11''$ with a radius of 45.96 feet, an arc length of 17.90 feet and the chord of which bears North $24^{\circ}16'59''$ West, 17.79 feet to a point on the East right-of-way line of Rocky Mountain Avenue; thence, along said East right-of-way line by the following eight (8) courses and distances, along a curve concave to the East having a central angle of $12^{\circ}24'25''$ with a radius of 285.77 feet, an arc length of 61.88 feet and the chord of which bears North $06^{\circ}55'11''$ West, 61.76 feet; thence, North $00^{\circ}42'58''$ West, 54.42 feet; thence, North $01^{\circ}49'57''$ West, 131.44 feet; thence, North $03^{\circ}12'54''$ West, 216.41 feet; thence along a curve concave to the East having a central angle of $02^{\circ}29'59''$ with a radius of 1050.00 feet, an arc length of 45.81 feet and the chord of which bears North $01^{\circ}57'55''$ West, 45.81 feet; thence, North $00^{\circ}42'55''$ West, 260.65 feet; thence along a curve concaved to the Southeast having a central angle of $16^{\circ}44'05''$ with a radius of 1050.00 feet, an arc length of 306.68 feet and the chord of which bears North $07^{\circ}39'08''$ East, 305.59 feet; thence, North $16^{\circ}01'10''$ East, 44.02 to a point on the North line of said Tract E; thence; along said North line by the following four (4) courses and distances, South $33^{\circ}11'24''$ East, 48.55 feet; thence along a curve concave to the Northeast having a central angle of $26^{\circ}16'54''$ with a radius of 200.00 feet, an arc length of 91.74 feet and the chord of which bears South $46^{\circ}19'51''$ East, 90.94 feet; thence, South $59^{\circ}28'18''$ East, 187.49 feet; thence along a curve concave to the Northeast having a central angle of $23^{\circ}25'53''$ with a radius of 800.00 feet, an arc length of 327.16 feet and the chord of which bears South $71^{\circ}11'15''$ East, 324.89 feet; thence departing said North line, South $14^{\circ}22'12''$ West, 184.24 feet; thence along a curve concave to the Southwest having a central angle of $01^{\circ}46'17''$ with a radius of 830.00 feet, an arc length of 25.66 feet and the chord of which bears South $58^{\circ}15'46''$ East, 25.66 feet; thence, South $57^{\circ}22'37''$ East, 117.65 feet; thence along a curve concave to the Southwest having a central angle of $53^{\circ}46'48''$ with a radius of 530.00 feet, an arc length of 497.48 feet and the chord of which bears South $30^{\circ}29'13''$ East, 479.42 feet; thence, South $03^{\circ}35'49''$ East, 102.53 feet; thence along a curve concave to the Northeast having a central angle of $90^{\circ}00'00''$ with a radius of 20.00 feet, an arc length of 31.42 feet and the chord of which bears South $48^{\circ}35'49''$ East, 28.28 feet to the Point of Beginning. The above described tract of land

contains 16.296 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

A portion of the southwest quarter of Section 10, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado, more particularly described as follows:

Considering the north line of the northwest quarter of said Section 10 as bearing North 89°02'24" East with all bearings contained herein relative thereto;

Commencing at the west quarter corner of said Section 10; thence North 89°21'24" East along the north line of the southwest quarter of Section 10 a distance of 144.97 feet to a point on the east right-of-way line of Rocky Mountain Avenue also being a point on the north line of McWhinney Eleventh Subdivision; thence North 89°21'24" East along the north line of McWhinney Eleventh Subdivision a distance of 2330.47 feet to the west right-of-way line of Interstate Highway 25; thence along the west right-of-way line of Interstate Highway 25 the following two (2) courses: South 00°08'49" East a distance of 57.83 feet; South 03°09'36" East a distance of 60.19 feet to the Point of Beginning; thence along the west right-of-way line of Interstate Highway 25 South 03°45'05" East a distance of 262.09 feet to the north line of Tract E, McWhinney Eleventh Subdivision; thence North 89°09'50" West along the north line of Tract E a distance of 383.80 feet to the south line of Outlot A, McWhinney Eleventh Subdivision also being the south line of the Greeley-Loveland Irrigation Canal; thence along the south line of said Outlot A and the Greeley-Loveland Irrigation Canal the following three (3) courses: North 70°40'10" East a distance of 200.00 feet; North 53°06'10" East a distance of 100.00 feet; North 37°03'10" East a distance of 162.50 feet to the Point of Beginning, containing 35,873 square feet or 0.82 acres more or less.

AND

A tract of land located in the Southeast Quarter of Section 11, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado being more particularly described as follows:

Considering the East line of the North Half of the Southeast Quarter of said Section 11 as bearing North 00°28'28" East and with all bearings contained herein relative thereto;

Commencing at the East Quarter Corner of said Section 11; thence along the North line of said Southeast Quarter, South 89°09'44" West, 30.01 feet to a point on the West right-of-way line of High Plains Blvd. (Larimer County Road No. 3), said point being the **POINT OF BEGINNING**; thence, along said West line, South 00°28'28" West, 1320.89 feet to a point on the South line of the North Half of the Southeast Quarter of said Section; thence, along said South line, South 89°10'58" West, 2610.29 feet to the South 1/16 Corner on the West line of the Southeast Quarter of said Section; thence, along said West line, North 00°20'38" East, 1319.88 feet to the Center Quarter Corner of said Section; thence, along the North line of the Southeast Quarter of said Section, North 89°09'44" East, 2613.31 feet to the Point of Beginning.

The above described tract of land contains 3,447,775 square feet or 79.150 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

A tract of land located in the Southwest Quarter of Section 11, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado being more particularly described as follows:

Considering the South line of the Southwest Quarter of said Section 11 as bearing North 89°11'17" East and with all bearings contained herein relative thereto:

Commencing at the South Quarter Corner of said Section 11; thence along the East line of said Southwest Quarter, North 00°20'30" East, 131.31 feet to a point on the North right-of-way line of East Eisenhower Blvd. (U.S. Highway No. 34), said point being the **POINT OF BEGINNING**; thence, along said North line, and along a curve concave to the north having a central angle of 00°11'45", a radius of 28,557.90 feet, an arc length of 97.61 feet and the chord of which bears South 89°03'54" West, 97.61 feet; thence, continuing along said North line, South 89°09'47" West, 386.50 feet to a point on the Northerly line of Millennium East First Subdivision; thence, along said line the following five courses and distances, North 00°20'28" East, 23.11 feet; thence, North 89°03'44" West, 23.49 feet; thence, North 00°50'13" West, 76.16 feet; thence, North 88°14'04" West, 528.37 feet; thence, North 00°20'30" East, 938.15 feet to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence, along said Southerly line along a non-tangent curve concave to the northeast having a central angle of 08°44'52", a radius of 3,919.83 feet, an arc length of 598.47 feet and the chord of which bears South 63°46'12" East, 597.89 feet; thence, continuing along said Southerly line, South 68°08'38" East, 536.80 feet to a point on the East line of said Southwest Quarter; thence, along said East line, South 00°20'30" West, 582.75 feet to the Point of Beginning.

The above described tract of land contains 776,597 square feet or 17.828 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

A tract of land located in the Northeast Quarter of Section 16, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the Northeast Quarter of said Section 16 as bearing South 89°24'51" East and with all bearings contained herein relative thereto:

Commencing at the Northeast Corner of said Section 16; thence along the East line of the Northeast Quarter of said Section 16, South 00°18'41" West, 50.00 feet to a point on the South right-of-way line of East Eisenhower Blvd. (U.S. Highway No. 34), said point being the **POINT OF BEGINNING**; thence, continuing along said East line, South 00°18'41" West, 2,491.52 feet to the North right-of-way line of Great Western Railroad; thence, along said North right-of-way line,

North 89°33'50" West, 2,634.75 feet to the West line of said Northeast Quarter; thence along said West line, North 00°27'00" East, 1,227.75 feet to the North 1/16 corner of said Section 16; thence, continuing along said West line, North 00°27'25" East, 1,270.62 feet to a point on the South right-of-way line of East Eisenhower Blvd. (U.S. Highway No. 34); thence, along said South right-of-way line, South 89°24'51" East, 2,628.58 feet to the Point of Beginning.

The above described tract of land contains 6,565,932 square feet or 150.733 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

A tract of land located in the Northwest Quarter of Section 4, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado being more particularly described as follows:

Considering the South line of the Northwest Quarter of said Section 4 as bearing North 89°18'02" West and with all bearings contained herein relative thereto:

Commencing at the West Quarter corner of said Section 4; thence, North 45°52'55" East, 42.56 feet to the **POINT OF BEGINNING**, said point being a point on the East right-of-way line of Boyd Lake Avenue; thence, along said East right-of-way line, North 01°03'56" East, 320.01 feet; thence, South 89°18'02" East, 670.01 feet; thence, South 01°03'53" West, 320.01 feet to a point being on the North right-of-way line of East 37th Street; thence, along said North right-of-way line, North 89°18'02" West, 670.01 feet to the Point of Beginning.

The above described tract of land contains 214,404 square feet or 4.922 acres more or less and is subject to all easements and rights-of-way now on record or existing.

AND

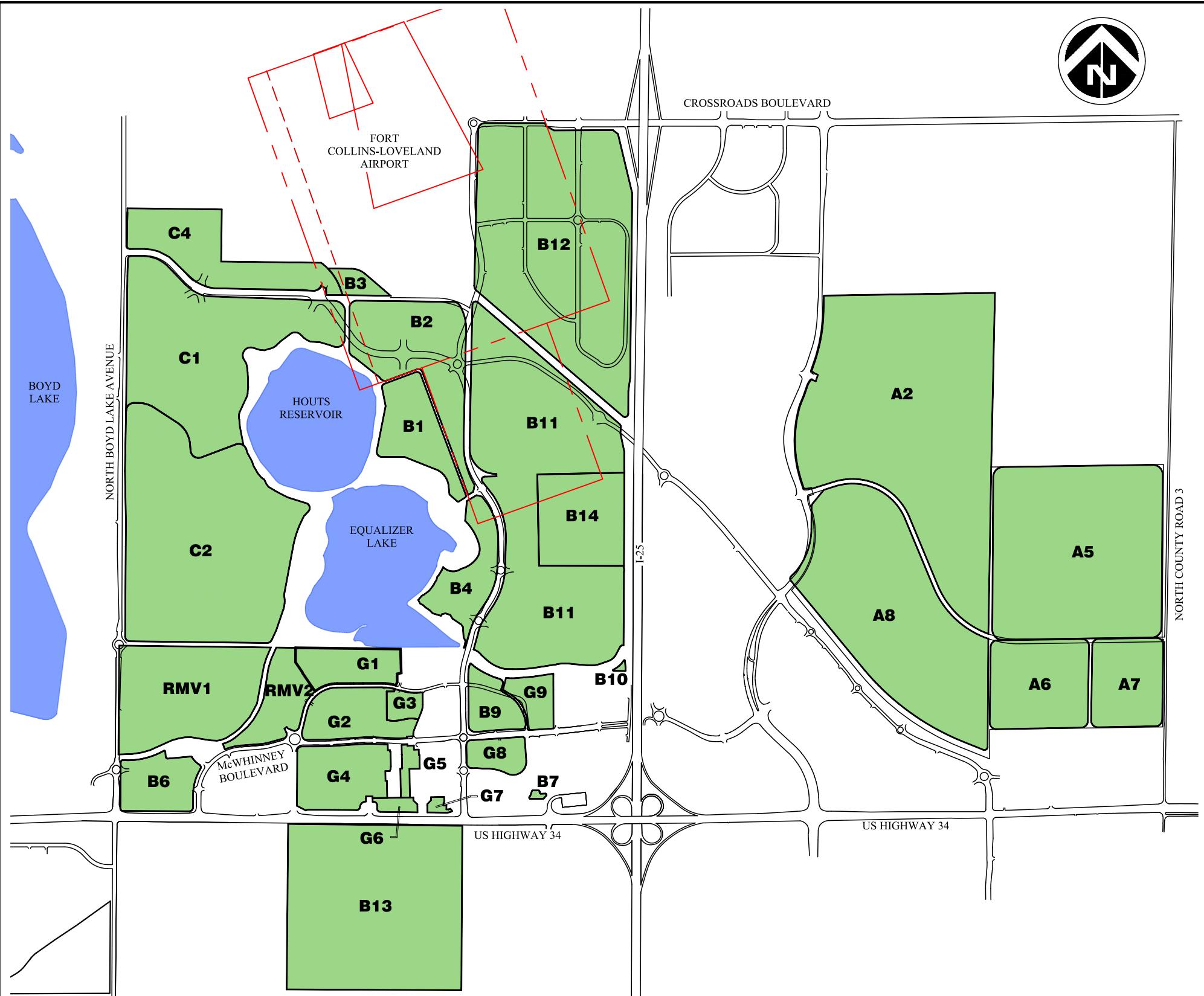
A tract of land located in the Northwest Quarter of Section 10, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado being more particularly described as follows:

Considering the East line of the Northwest Quarter of said Section 10 as bearing North 00°21'14" East and with all bearings contained herein relative thereto:

Commencing at the North Quarter corner of said Section 10; thence, South 81°10'16" West, 225.65 feet to the **POINT OF BEGINNING**, said point being a point on the West right-of-way line of Interstate Highway No. 25; thence, along said West right-of-way line, South 00°04'38" East, 1383.69 feet to a point on the North line of Lot 1, Block 1, Twin Peaks First Subdivision; thence, along said North line, South 89°48'11" West, 10.00 feet; thence, continuing along said North line; North 89°35'49" West, 1305.48 feet to a point on the East line of Outlot B, Twin Peaks First Subdivision; thence, along said East line, North 01°14'19" West, 1346.99 feet to a point on the South right-of-way line of East 29th Street; thence, along said South right-of-way line, North 88°48'40" East, 1342.99 Feet to the Point of Beginning.

The above described tract of land contains 1,814,642 square feet or 41.658 acres more or less and is subject to all easements and rights-of-way now on record or existing.

Exhibit C.1
Map of the Amended Millennium GDP



Centerra Environmental Fees

These fees reflect any reductions in the fees. No additional reductions are authorized.

Amended GDP Parcels	Non-Residential Environmental Fee	Residential Environmental Fee	Legal
A2	0	\$0.20/gross sq ft dwelling	A portion of Parcel A, Millennium GDP
A5	0	\$0.20/gross sq ft dwelling	A portion of Parcel A, Millennium GDP
A6	0	\$0.20/gross sq ft dwelling	A portion of Parcel A, Millennium GDP
A7	0	\$0.20/gross sq ft dwelling	A portion of Parcel A, Millennium GDP
A8	0	\$0.20/gross sq ft dwelling	A portion of Parcel A, Millennium GDP
B1	\$1.00/gross sq ft	\$0.43/gross sq ft dwelling	A portion of Parcel B, Millennium GDP
B2	\$1.00/gross sq ft	0	A portion of Parcel B, Millennium GDP
B3	\$0.50/gross sq ft	0	A portion of Parcel A, Savanna Addition
B4	\$1.00/gross sq ft	\$0.43/gross sq ft dwelling	Range View 1st Subdivision
B6	\$1.00/gross sq ft	\$0.43/gross sq ft dwelling	Rocky Mtn. Village 14th Subdivision
B7	\$1.00/gross sq ft	0	Lot 1, Block 1, McWhinney 7th Subdivision
B9	\$0.75/gross sq ft	0	Portion of Tract E, McWhinney Eleventh Subdivision
B10	\$1.00/gross sq ft	0	Parcel B, Twin Peaks Addition
B11	\$1.00/gross sq ft (north of E. 29th St.)	0	Parcels A-1 & A-2, Twin Peaks First Subdivision
	\$0.75/gross sq ft (south of E. 29th St.)	0	Lot 1, Block 1 & Outlot B, Twin Peaks First Subdivision
B12	\$0.50/gross sq ft	0	Tract A, Myers Group Partnership #949 Addition
B13	\$1.00/gross sq ft	\$0.43/gross sq ft dwelling	Northeast Quarter Section 16 (Centerra South)
B14	\$1.00/gross sq ft	0	Cloverleaf East Parcel, Grange Addition
C1	0-(west of line 2625' east of the centerline of Boyd Lake Ave.) \$1.00/gross sq ft (east of line 2625' east of the centerline of Boyd Lake Ave.)	\$0.43/gross sq ft dwelling	Parcel C, Millennium GDP, 2625 feet east of the centerline of Boyd Lake Avenue
C2	0	\$0.43/gross sq ft dwelling	Parcel C, Millennium GDP
C4	\$0.50/gross sq ft	0	A Portion of Parcel A, Savanna Addition & Cloverleaf West Parcel, Grange Add.
G1	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Outlot C, Rocky Mtn. Village 1st Subdivision
G2	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lot 1, 2, & 4, Outlot A, Rocky Mtn. Village 16th Subdivision
G3	\$1.00/gross sq ft	\$0.43/gross sq ft dwelling	Outlot B & Lot 3, Rocky Mtn. Village 16th Subdivision
G4	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lots 3 & 4, Block 1, McWhinney 12th Subdivision
G5	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lot 2 Rocky Mtn. Village 8th Subdivision
G6	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lots 4 & 8, Block 1, McWhinney 10th Subdivision
G7	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lot 2, Block 1, McWhinney 13th Subdivision
G8	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Lot 1, Block 3, McWhinney 2nd Subdivision
G9	\$1.00/gross sq ft	\$0.12/gross sq ft dwelling	Portion of Tract E, McWhinney Eleventh Subdivision
RMV1	0	\$0.55/gross sq ft dwelling	Rocky Mountain Village Second Subdivision
RMV2	0	\$0.55/gross sq ft dwelling	Tract A, Rocky Mountain Village Third Subdivision

Reviewed by:

Brett Limbaugh
Director of Development Services
City of Loveland

Kim L. Perry
Vice President
Community Design & Neighborhood Development
McWhinney

Source	Notes
	First Amendment to Dev. Agmt. with McStain dated Nov. 3, 2000 and First Addendum to Dev. Agmt. With McStain dated Oct. 30, 2000
	Agreement Regarding Environmental Fees dated June 27, 2006 (Rec. #: 20060051710)
	First Amendment to Agreement Regarding Environmental Fees dated June 24, 2008 (Rec. #: 20080060422)
	Meeting on Nov. 21, 2008 to remove Industrial parcel from C4 and B3
	Second Amendment to Agreement Regarding Environmental Fees dated June 3, 2009 (Rec. #: 20090037286)
	Agreement regarding Environmental Fees between Centerra and High Plains Foundation dated Sept. 7, 2011 (Rec. #: 20110054845)
	Fourth Amendment to Agreement Regarding Environmental Fees dated March 7, 2018 (Rec. #: 20180016485) Boundary of parcels modified
	Fifth Amendment to Agreement Regarding Environmental Fees dated September 11, 2019 (Rec. #: 20190054914)
	Agreement Regarding Residential Environmental Fees (Kinston) dated March 24, 2021 (Rec. #: 20210073975)
	Seventh Amendment to Agreement Regarding Environmental Fees dated

Map Legend

- Amended GDP Parcels
- Airport Critical Zones
- Lakes and Ponds
- Parcels

Prepared: November 2006,
1st Revision - October 2008,
2nd Revision - November 26, 2008
3rd Revision - October 22, 2009
4th Revision - August, 2011
5th Revision - May, 2012
6th Revision - February, 2018
7th Revision - March, 2019
8th Revision - October 28, 2021
9th Revision -



Exhibit C.2

Environmental Fees

Amended GDP Parcels	Environmental Fees	
	Non-Residential Environmental Fee	Residential Environmental Fee
B-1	\$1.00/gross sq. ft.	\$0.43/gross sq. ft. dwelling
B-2	\$1.00/gross sq. ft.	\$0.00
B-3	\$0.50/gross sq. ft.	\$0.00
B-4	\$1.00/gross sq. ft.	\$0.43/gross sq. ft. dwelling
B-6	\$1.00/gross sq. ft.	\$0.43/gross sq. ft. dwelling
B-7	\$1.00/gross sq. ft.	\$0.00
B-9	\$0.75/gross sq. ft.	\$0.00
B-10	\$1.00/gross sq. ft.	\$0.00
B-11	\$1.00/gross sq. ft. (north of East 29 th Street)	\$0.00
	\$0.75/gross sq. ft. (south of East 29 th Street)	
B-12	\$0.50/gross sq. ft.	\$0.00
B-13	\$1.00/gross sq. ft.	\$0.43/gross sq. ft. dwelling
B-14	\$1.00/gross sq. ft.	\$0.00
C-1	\$0.00 (west of line 2,625' east of the centerline of Boyd Lake Avenue)	\$0.43/gross sq. ft. dwelling
	\$1.00/gross sq. ft. (east of line 2,625' east of the centerline of Boyd Lake Avenue)	
C-2	\$0.00	\$0.43/gross sq. ft. dwelling
C-4	\$0.50/gross sq. ft.	\$0.00