

AGREEMENT REGARDING PROJECT REIMBURSEMENT
(Picadilly Road Design – 52nd to 56th)

THIS AGREEMENT REGARDING PROJECT REIMBURSEMENT (this “Agreement”) is made and entered into effective the 5th day of March, 2026 (the “Effective Date”), by and between **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado (“ARTA”), and **DILLON COMPANIES, LLC**, a Kansas limited liability company (“Dillon”). ARTA and Dillon may be referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

A. ARTA was organized in accordance with the Regional Transportation Authority Law, Sections 43-4-601, *et seq.*, C.R.S. (the “RTA Law”) and pursuant to the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District, Establishing the Aerotropolis Regional Transportation Authority, dated February 27, 2018, as amended and supplemented from time to time (the “Establishing Agreement”), for the general purposes of constructing, or causing to be constructed, a Regional Transportation System, as more particularly described in the Establishing Agreement and Exhibit A thereto (the “Regional Transportation System;” as used herein, the term “Regional Transportation System Improvements” shall mean any one or more individual components of the Regional Transportation System).

B. Dillon is under contract to purchase certain real property located adjacent to and generally accessible via certain future portions of the Regional Transportation System, as depicted in **Exhibit B** attached hereto and made a part hereof by this reference.

C. ARTA is willing, on the condition that Dillon agrees to reimburse ARTA for costs incurred, to undertake the design of certain portions of the Regional Transportation System Improvements as further set forth herein (the “Project,” as further defined herein) and depicted in **Exhibit C** and made a part hereof by this reference.

D. Dillon is willing to reimburse ARTA for costs incurred for the Project as further set forth herein.

E. The Parties have, individually, determined it to be in their interests to enter into this Agreement in order to facilitate the timely, full completion of the Project, and the Parties desire to enter into this Agreement to set forth their understanding regarding the Project and all other matters hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Agreement as if fully set forth herein.

2. Project. The "Project," as defined and used herein, means only the design of those components of the Regional Transportation System as more particularly described and detailed in **Exhibit A** attached hereto and made a part hereof by this reference. It is anticipated that the Parties will at a later date enter into a separate agreement regarding the actual construction of the Project and reimbursement of the costs associated with the same. Nothing in this Agreement requires the Parties to enter into such separate agreement, and nothing in this Agreement obligates the Parties to undertake or reimburse each other for the construction of any improvements related to the Project.

3. Initial Funding and Completion of Project by ARTA. In consideration of Dillon's reimbursement obligation set forth in Section 4 below, ARTA agrees that it will in good faith, using commercial best efforts undertake, initially fund, and complete in its entirety the Project; provided, failure by ARTA to complete the Project shall not constitute a breach of this Agreement so long as ARTA pursues completion with reasonable efforts and due diligence.

4. Dillon Obligation. Dillon agrees to reimburse ARTA for all actual costs incurred by ARTA to complete the Project as set forth below.

4.1 Specific Cost Allocations. Dillon agrees to (i) reimburse ARTA for all costs actually incurred by or on behalf of ARTA to undertake the Project or portions thereof and (ii) pay to ARTA an additional management fee equal to three and 25/100 percent (3.25%) of all such costs incurred by ARTA, provided that such management fee shall not exceed a maximum of Five Thousand and 00/100 Dollars (\$5,000.00) (collectively, the "Actual Project Costs").

4.2 Reimbursement Requests. During the Project, but no more frequently than monthly, ARTA shall provide an invoice to Dillon detailing the Actual Project Costs incurred to date for the Project or portion thereof (each a "Reimbursement Request").

4.3 Payment of Reimbursement Requests. Dillon shall, within sixty (60) days following its receipt of each Reimbursement Request, pay to ARTA funds in the amount of the Actual Project Costs set forth in the applicable Reimbursement Request. In the event any Reimbursement Request is not paid within such time, any and all outstanding amounts owed shall begin to accrue interest at the simple interest rate of seven percent (7%) per annum until paid.

4.4 Specific Cost Estimate. An estimate for the Project has been prepared and is attached hereto as **Exhibit D** attached hereto and made a part hereof by this reference (the "Specific Cost Estimate"). Dillon and ARTA agree that the Specific Cost Estimate shall not exceed the amount stated in the Specific Cost Estimate, except as otherwise agreed in writing by both Parties.

5. Communication; Reports; Accounting. ARTA, or its project manager or other designated agent(s), shall keep accurate records of the progress of the Project. During the term of this Agreement, the Parties will in good faith communicate openly and regularly, and coordinate with one another whenever possible regarding the Project, it being the mutual desire of the Parties to facilitate the timely and efficient completion of the Project and to avoid the duplication of

efforts. ARTA shall maintain or cause to be maintained full and complete records of actual costs incurred and funds committed and expended by ARTA for actual costs associated with the Project in accordance with generally accepted accounting principles. Dillon shall have the right to audit ARTA's financial records only to the extent such records are related to the Project during the term of this Agreement and up to three (3) years after reimbursement by Dillon to ARTA for the same.

6. Certain Tax Matters. The Parties acknowledge that ARTA has or intends to issue tax-exempt bonds or other tax-exempt financial obligations to fund the Project, and that the cooperative nature of the funding arrangement set forth herein may have certain state and/or federal tax implications. The Parties agree in good faith to cooperate and to take such other actions as may be reasonably necessary to allow ARTA to utilize tax-exempt financings to fund the Project to the maximum extent possible and to comply with the provisions of state and federal law related thereto. Any inability of ARTA to issue or utilize tax-exempt bonds or other tax-exempt financial obligations to fund the Project under this Agreement due to any action of Dillon shall be a justifiable reason for delay as to ARTA.

7. No Multi-Fiscal Year Obligation; Annual Appropriations. This Agreement shall not constitute or be interpreted as constituting a debt or indebtedness of ARTA within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation of ARTA, and the appropriation and expenditure of funds for the Project shall be at all times subject to the annual appropriations by ARTA's Board of Directors.

8. Project Responsibility; Contractors. Any and all contractors contracted by ARTA to complete any portion of the Project at any time shall be the contractors and/or agents of ARTA only and shall not be considered or interpreted to be contractors or agents of Dillon.

9. Relationship of the Parties. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other, other than as contracting parties.

10. Term. This Agreement shall be effective as of the Effective Date set forth above and shall, unless earlier terminated on its terms, terminate upon the final completion of the Project and the reimbursement to ARTA of all amounts owed by Dillon to ARTA for completion of the Project as provided herein.

11. Dispute Resolution. In the event any of the Parties reasonably objects in whole or in part to another Party's performance of its duties pursuant to this Agreement or to any other matter related to the provisions of this Agreement, expressly excluding any material breach or default, the Parties agree they shall first provide written notice of the objection to the other Party, and thereafter use commercially reasonable efforts to meet and confer in good faith to resolve such reasonable objection as soon as practicable, including but not limited by engaging in third party mediation or engaging in some other form of mutually agreed upon alternative dispute resolution. If, despite commercially reasonable and good faith efforts, the Parties are unable to resolve any such reasonable objection within thirty-five (35) days after the date such written notice of reasonable objection was received, the Parties may seek any remedies available pursuant to this Agreement.

12. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement, and it will cooperate with the other in achieving the purposes of this Agreement.

13. Default/Remedies. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity after the provision of thirty-five (35) days prior written notice of the alleged breach or default to the other Party; provided, however, the Parties hereby waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non- performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. Notices and Communications. All notices, statements, demands, requirements, approvals, or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("**Notice Address**"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the electronic mail message if sent electronically to the address designated in such Party's Notice Address and receipt of such electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

If to ARTA:

Aerotropolis Regional Transportation Authority
c/o CliftonLarsonAllen LLP
Attention: Anna Jones
2001 16th Street, Suite 1700
Denver, CO 80202
Phone: (303) 779-4525
Email: Anna.Jones@claconnect.com

With copies to: Aerotropolis Regional Transportation Authority
Attn: David Center
2001 16th Street, Suite 1700
Denver, Colorado 80202

Aerotropolis Regional Transportation Authority
c/o Spencer Fane LLP
Attention: Tom George
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Phone: (303) 839-3800
Email: tgeorge@spencerfane.com

If to DILLON: Dillon Companies, LLC
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100
Attn: Nick Tompkins
(nicholas.tompkins@kroger.com)

With copies to: Dillon Companies, LLC
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100
Attn: Jennifer K. Gothard
(jennifer.gothard@kroger.com)

15. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant, or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party, shall constitute a waiver of any such term, covenant, or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of

a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

17. Governing Law; Venue. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the District Court for the County of Adams, State of Colorado.

18. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

19. Assignment; Binding Effect. ARTA shall not assign any of its rights or obligations under this Agreement without the prior written consent of Dillon, which consent may be withheld in Dillon's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

20. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by electronic means, and execution and delivery of the signature page by such methods will be deemed to have the same effect as if the original signature had been delivered to the other Party.

21. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday, or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

22. No Waiver of Governmental Immunity. Nothing in this Agreement or in any actions taken by ARTA or its elected officials, directors, officers, agents, and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

23. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and any and all provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

24. No Personal Liability. No director, officer, agent, or employee of either Party, as applicable, shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

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EXHIBIT A

Description of Project/Scope

This scope outlines the additional tasks and services necessary to facilitate access for the 310 Marketplace project. The scope items included the development of three (3) East access points located at approximately:

STA 6101+00 (54th Avenue), including a southbound left turn lane
STA 6105+00, including a southbound $\frac{3}{4}$ movement left turn median break
STA 6109+00 (across from Maxwell Place), limited to right-in/right-out

The Infrastructure Site Plan will be amended to incorporate the SB $\frac{3}{4}$ left turn into Marketplace, as it already shows a full intersection at 54th Avenue and right-in/right-out accesses at the two (2) locations between 54th and 56th Avenues.

The Construction Drawings will require an update to the 3D model, the reference linework, plan sheets, and additional detail sheets.

The Final Drainage Report (FDR) will be updated to incorporate three (3) inlets at the eastern access points and drainage basins from the mid-block access points. To accommodate the additional drainage basins, an analysis will be conducted to assess the effects on the existing capacity of the storm sewer main in Picadilly Road. As a result, the drainage plans, Stormwater Management Plan (SWMP) documents, and SWMP narrative will be revised to reflect these changes. Anticipates that no updates to the Preliminary Drainage Report (PDR) will be necessary, as the FDR will accurately represent the design conditions.

EXHIBIT B SITE PLAN

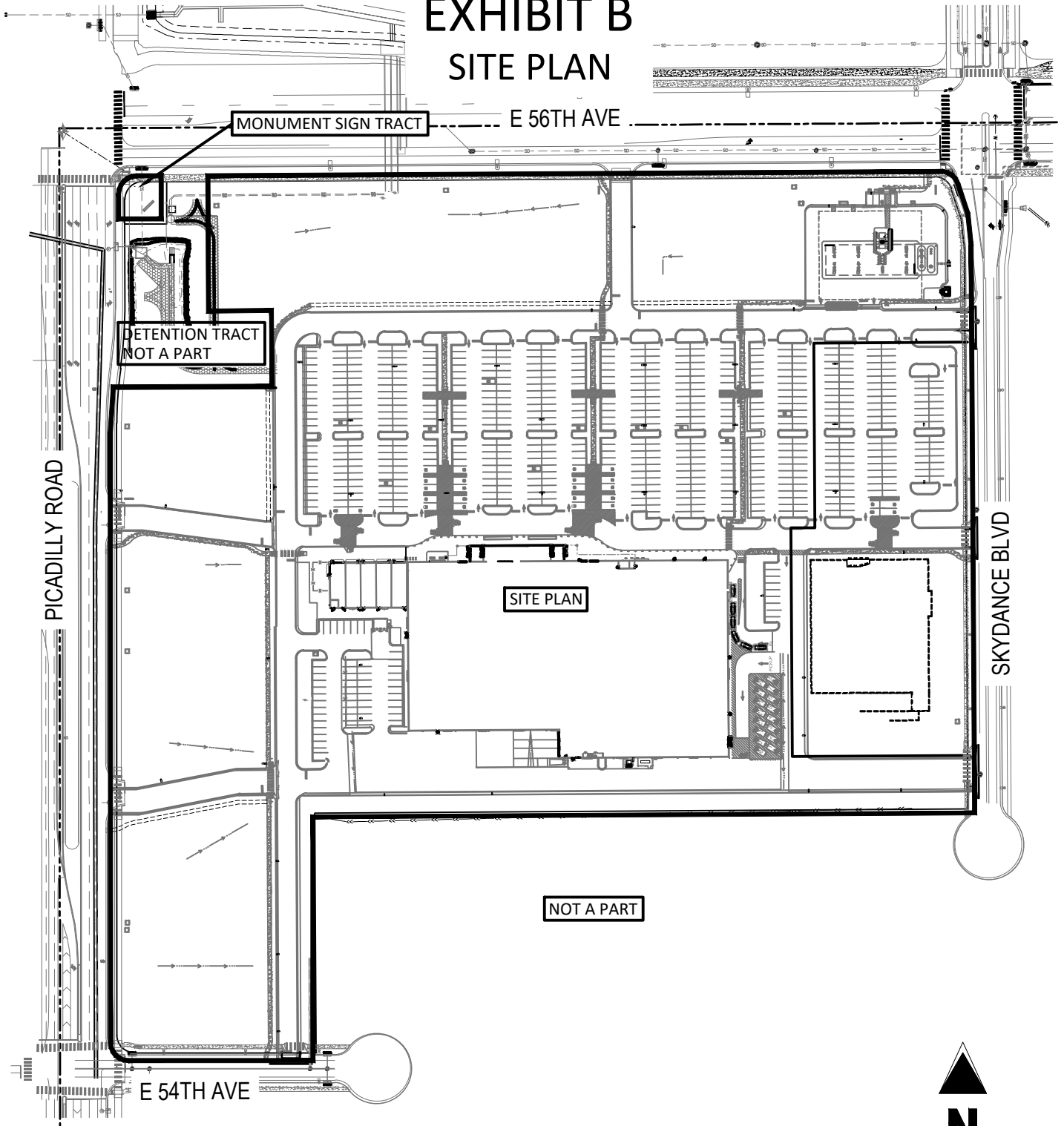


EXHIBIT LEGEND

 SITE AREA

KING SOOPERS STORE #156

56TH AVENUE & PICADILLY ROAD
AURORA, COLORADO

EXHIBIT B

Project No: KSS000156

Drawn By: AJP

Checked By: AJP

Date: 02/19/26

Galloway

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

EXHIBIT D

Specific Cost Estimate

AECOM

Picadilly Road NB (38th to 56th Avenues), Change Order #2 310 Marketplace

02/02/2026

Change Summary

This scope outlines the additional tasks and services necessary to facilitate access for the 310 Marketplace project. The scope items included the development of three east access points located at approximately:

- STA 6101+00 (54th Avenue), including a southbound left turn lane
- STA 6105+00, including a southbound $\frac{1}{4}$ movement left turn median break
- STA 6109+00 (across from Maxwell Place), limited to right-in/right-out

The Infrastructure Site Plan will be amended to incorporate the SB $\frac{1}{4}$ left turn into Marketplace, as it already shows a full intersection at 54th Avenue and right-in/right-out accesses at the two locations between 54th and 60th Avenues.

The Construction Drawings will require an update to the 3D model, the reference network, plan sheets, and additional detail sheets.

The Final Drainage Report (FDR) will be updated to incorporate three inlets at the eastern access points and drainage basins from the mid-block access points. To accommodate the additional drainage basins, an analysis will be conducted to assess the effects on the existing capacity of the storm sewer main in Picadilly Road. As a result, the drainage plans, Stormwater Management Plan (SWMP) documents, and SWMP narrative will be revised to reflect these changes. AECOM anticipates that no updates to the Preliminary Drainage Report (PDR) will be necessary, as the FDR will accurately represent the design conditions.

Task List

SB $\frac{1}{4}$ Left Turn Lane

- Infrastructure Site Plan (ISP): Add SB $\frac{1}{4}$ left turn median break into Marketplace access to site plans and landscaping plans. Turn lane length to be provided by 310 Marketplace Traffic Impact Study.
- Assume first ISP submittal is approved with limited comments and second ISP submittal is a nylar request for recording
- Construction Drawings (CD's): Add SB $\frac{1}{4}$ left turn lane in median into Marketplace
 - Insert SB left turn bay into median in corridor model and roadway plan and profile sheets
 - Create detail sheet for median break construction information
 - Update signing/striping layout and landscaping layout and construction plan sheets

310 Marketplace Accesses and 54th Ave Left Turn

- Add three east access points (54th Ave at STA 6101+00, STA 6105+00, STA 6109+00 across from Maxwell Place) to corridor model and roadway plan and profile sheets.
 - Model eight curb ramps and annotate detail sheets.
- Add SB left turn lane at 54th Avenue

- Update signing/stripping layout, waterline (fire hydrants) layout, and landscaping layout and plan sheets to account for the revised roadway layout (three east access points and two median revisions).
- Coordinate street lighting and ADA curb ramps with future signal pole locations at 54th Avenue (signal design by others)

FDR (Final Drainage Report) Update

- In accordance with COA requirements, add inlets upstream of the three east access points to intercept the Picadilly drainage flow before it crosses these access points.
- In coordination with the adjacent development site plan and PDR, incorporate drainage basins from the mid-block access points (located at approximately STA 6105+00 and 6109+00).
 - Update drainage plans and add lateral plan/profiles for the three new inlets
 - Analyze effects of two additional drainage basins on existing storm main capacity. AECOM anticipates that the added flows are minor and the existing Picadilly storm main can accept the flows without exceeding maximum criteria.
 - Update FDR to include three new inlets and two new drainage basin flows to existing storm drainage system
 - Revise SWMP plans and narrative for three new inlets

Addressing city comments for in-scope items for three CD and three FDR submittals

- Addressing future city comments for in-scope items for two CD submittal reviews (Picadilly Rd RSN 1900547 95% design review comments, 100% design review comments)
- Addressing future city comments for in-scope items for two FDR submittals (Picadilly Rd RSN 1900547 95% design review comments, 100% design review comments)
- Signature set submittal (no comments anticipated)

Excluded

- Access points will be based on 310 Marketplace site plan at the time of this agreement. Any changes during 310 Marketplace civil plan review would be incorporated under a change order. Changes during Picadilly civil plan review are included in the scope above.
- No additional easements, right-of-way, or related coordination will be required, and the preparation of a plat or separate document submission is not included in this scope.
- The PDR will not be updated to match the FDR changes and no additional submittals for the PDR will be required.
- Interaction detail sheets are not required for three accesses (only required by City for Arterial/Arterial intersections).
- Traffic signal design.
- Assume the first ISP submittal is approved with limited comments and second submittal is a mylar request for recording

- Hydraulic analysis of existing ponds. Only existing data from previously approved plans will be reviewed for accuracy.
- Design of new storm systems or ponds. All ponds were previously approved and stamped by others. We will reference existing storm systems or ponds in our plans. AECOM anticipates that the added flows are minor and the existing Picadilly storm main can accept the flows without exceeding maximum criteria.
- Development of storm cross-sectional views, emergency sump locations, ditch profiles, emergency overflow analysis, or detail sheets.
- Updates to existing off-site developed areas for current hydrology.
- Development of I&M report, establishment of water rights, development of flood plains, LOMR, or CLOMR.
- Additional utility design, structural design, or any environmental services not defined in this scope.

Submittals

Submittals from the consultant team will be combined into the following:

- Amend ISP plans (1 review + myfars)
- Update Civil Plans (2 reviews + signature set)
- Update Final Drainage Report (2 reviews + signature set)

Fee Adjustments:

Rates are based on the 2024 Rate Schedule for ARTA. Current Picadilly task order is lump sum.

Task	Estimated Fee
<u>SB % Left Turn Lane:</u>	
Amend ISP plans	\$ 6,800
Update roadway model for median change	\$ 1,800
Plan production and detailing for median break	\$ 1,700
Update plan sheets for roadway, signing & striping, and landscaping	\$ 800
<u>310 Marketplace Accesses and 64th Ave Left Turn</u>	
Update roadway model for intersections, median changes, and curb ramp design	\$11,850
Plan production for curb ramp detail sheets	\$ 5,100
Update plan sheets for roadway, signing & striping, waterline (fire hydrants), and landscaping	\$ 3,200
<u>Drainage Plans and Reports</u>	
Design additional access inlets, update FDR and drainage plans, add lateral profiles	\$38,650
Revise SWMP plans and narrative for new inlets	\$ 2,040
Addressing city comments for in scope items for two CD and two FDR submittals	\$ 7,500
Total Estimated Change Cost	\$60,100