

RESOLUTION NO. 2084

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN APPROVING A LICENSE AGREEMENT WITH
INFINITE HARVEST, INC FOR UTILIZATION OF A VACANT
PORTION OF THE CITY PROPERTY AT 4688 STATE HIGHWAY**

93

WHEREAS, Infinite Harvest, Inc. proposes to locate and operate a portable demonstration and testing facility on City of Golden ("City") owned property related to remote hydroponic and aeroponic farming; and

WHEREAS, the affected property is located north of the newly constructed north reservoir water storage facility on a vacant portion of the parcel; and

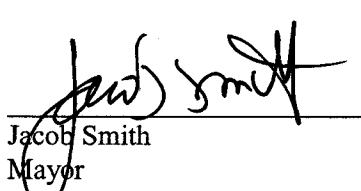
WHEREAS, the property sought to be used by Infinite Harvest is not otherwise being used for municipal purposes; and

WHEREAS, the City agrees to permit such use by Infinite Harvest subject to certain terms conditions set forth in a license agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

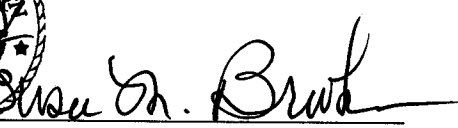
Section 1: The License Agreement between the City of Golden and Infinite Harvest, Inc. is approved in substantially the same form as the copy attached hereto as Exhibit A and made a part of this resolution. The Mayor is authorized to execute the agreement on behalf of the City of Golden.,

Adopted this 14th day of October, 2010.



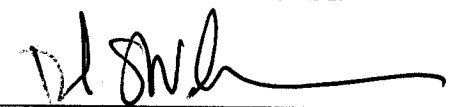
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:




David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 14th day of October, A.D., 2010.



ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of October, 2010, by and between the City of Golden, a Colorado home rule municipality ("City") with offices at 911 10th Street, Golden, CO 80401, and Infinite Harvest, Inc. with its principal offices located at 10567 Madison Way, Northglenn, CO 80233 ("Licensee").

WHEREAS, Licensee desires to use a portion of the City's premises located at 4688 State Highway 93, Golden, CO, 80403, for the location, use and maintenance of a portable demonstration and testing facility related to remote hydroponic and aeroponic farming; and

WHEREAS, the City agrees to permit such use of its property subject to such terms and conditions set forth in a license agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual promises herein, the City and Licensee agree as follows:

1. License. The City grants to Licensee a non-exclusive revocable license to use a portion of the City's property located at 4688 State Highway 93, Golden, Colorado ("Property") more particularly depicted in Exhibit A, including a site plan, business owner's letter and description of the "Greenhouse Container System" (Facilities). Licensee may use the Property only for lawful activity related to the demonstration and refinement of such Greenhouse Container System. Licensee shall not have access to water or wastewater facilities on the site, and shall be required to arrange for any required electricity service necessary for its use of the Property.

2. Term/Renewals. The term of this Agreement shall be for an initial term of one (1) year commencing on the date of execution of the License Agreement by the City ("Commencement Date"). This Lease shall be automatically renewed for up to two successive one year periods unless Licensee notifies City of Licensee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the original term or any Renewal Term.

3. Maintenance.

a. Licensee shall, at its own expense, maintain any equipment on or attached to the Property in a safe condition, in good repair and in a manner suitable to City so as not to conflict with the use or other lease of the Property by City. Licensee shall not unreasonably interfere with the working use of the Property, related facilities, or other equipment of additional Licensees.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Facilities, and improvements, and shall keep the same in good repair and condition during the Lease term.

c. Licensee must keep the Property free of debris and anything of a dangerous,

noxious, or offensive nature or which would create a hazard, undue vibration, heat, noise, interference, etc.

4. Property Access.

a. The License shall include the right of access to the Property for installation, operation, and maintenance of the Facilities twenty-four (24) hours a day, seven (7) days a week. Licensee agrees that its right of access shall not disrupt or interfere with the activities or equipment of the City or any other Licensees or authorized users of the Property.

b. City shall be allowed and granted access to the Property at all times to examine and inspect its Facilities and/or the Property for any reason, and to ensure that the Licensee's covenants are being met. City shall not be required to provide Licensee with advance notice if City is inspecting its own facilities, but City shall provide Licensee with reasonable advance notice of City's intent to inspect Licensee's Facilities.

c. Licensee shall return any property disturbed while accessing its Facilities or Structure to the state existing prior to said access.

d. Licensee shall access property and facilities only along the approved route as depicted in 'Exhibit A'. Use of any alternative route to access the property and facilities requires prior approval by the City's Public Works Director or the Director's designee.

5. Utilities. Licensee shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Property and shall pay all costs associated therewith.

6. License Fees. Licensee shall pay, upon execution of this Lease, all fees, charges, and expenses for licenses and/or permits required for Licensee's use of the Property.

7. Compliance with Statutes, Regulations, and Approvals. It is understood and agreed that Licensee's use of the Property herein is contingent upon its obtaining all certificates, permits, zoning, and other approval that may be required by any federal, state, or local authority.

8. Interference. Licensee's installation, operation, and maintenance of its Facilities shall not damage or interfere in any way with City's Property operations or related repair and maintenance activities and Licensee agrees to cease all such actions which materially interfere with City's use of the Property immediately upon actual notice of such interference, provided, however, in such case, Licensee shall have the right to terminate this License. City, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property in connection with Facilities' operations as may be necessary. The City agrees to give reasonable advance notice of any such activities to the Licensee and to reasonably cooperate with Licensee to carry out such activities with a minimum amount of interference with Licensee's transmission operations.

9. Termination. Either party may terminate this Agreement with or without cause by providing the other party with written notice as described herein.

a. Licensee may terminate the License Agreement upon thirty (30) days written notice.

b. In the event that the City Council of the City of Golden finds that Licensee's actions or Facilities constitute a hazardous condition or otherwise substantially interfere with a public use of the property or the City's exercise of its police powers, the City may terminate this Agreement with such notice as it deems appropriate to the situation.

c. In the case of a termination with or without cause, City will provide at least sixty (60) days written notice in order to provide time for Licensee to see to secure an alternate location for the Facilities.

d. Upon termination Licensee, shall promptly at its own expense remove all improvements, and personal property located upon the property and restore such property, such that within 90 days of termination the property is in substantially the same condition as existed prior to Licensee's use.

10. Insurance.

a. Licensee shall carry Commercial Liability Insurance Coverage, including premises/operation coverage, bodily injury, property damage, independent contractors liability, completed operations coverage, and contractual liability coverage, in a combined single limit of not less than One Million Dollars \$1,000,000 per occurrence. Such policy shall list the City as an additional insured by endorsement and shall provide that it will be the primary coverage. Licensee may satisfy this requirement by underlying insurance plus an umbrella policy. Licensee shall also maintain the worker's compensation insurance required by law.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

c. Licensee shall provide City, prior to the Commencement Date and before each renewal of the Lease term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Colorado, which includes all coverage required in paragraph (a) of this section. Said certificate shall also provide that the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days' written notice to City. An inadvertent omission by Licensee to supply such certificate of insurance on or

before the commencement of each Lease renewal term shall not be deemed an event of default.

11. Indemnification. Licensee agrees to indemnify, defend, and hold harmless City and its elected officials, officers, employees, agents, third party insurers, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation (collectively, "Claims"), which may be asserted against or incurred by the City or for which the City may be liable, to the extent arising from the negligence, willful misconduct, or other fault of Licensee or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of Licensee's Facilities on the Property; excluding, in all events, Claims arising from the negligence or willful misconduct of City.

If Licensee fails or neglects to defend such actions, City may defend the same and any reasonable, out-of-pocket expenses (including reasonable attorneys' fees) actually incurred by City in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Licensee.

12. Hazardous Substance Indemnification. Licensee represents and warrants that its use of the Property will not generate and it will not store or dispose on the Property nor transport to or over the Property any Hazardous Substance in violation of applicable law. Licensee further agrees to hold City harmless from and indemnify City against any release of any such Hazardous Substance caused by Licensee or its employees or agents and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof, except to the extent contributed to by the negligence of City, its employees, or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will or may reasonably be anticipated to cause sickness, death or disease; provided however it shall be interpreted to exclude the use of batteries and exclude the use of generators and related fuels for purposes of providing emergency power.

13. Notices. All notices, requests, demands, and other communications hereunder (except for payment of Rent or other payments to City) shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City, to:

City of Golden
Director of Planning and Development
911 Tenth Street
Golden, CO 80401

If to Licensee, to:

With a copy to:

14. Assignment. Licensee may assign or sublet this License to any other entity only with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

Infinite Harvest, INC

Name: _____
Title: _____

CITY OF GOLDEN

Jacob Smith, Mayor

ATTEST:

Susan Brooks, MMC, City Clerk

APPROVED BY:

David S. Williamson
City Attorney

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WHEREAS, the City agrees to permit such use of its property subject to such terms and conditions set forth in a license agreement ("Agreement").

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b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Facilities, and improvements, and shall keep the same in good repair and condition during the license term.

c. Licensee must keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard, undue vibration, heat, noise, interference. Undue noise is defined as not to exceed 70 db at a distance of 100 feet. All

materials that may pose a danger to people or wildlife, and which are not otherwise prohibited on the property pursuant to paragraph 12 below, will be stored in closed containers, in a secured location.

4. Property Access.

a. The License shall include the right of access to the Property for installation, operation, and maintenance of the Facilities twenty-four (24) hours a day, seven (7) days a week. Licensee agrees that its right of access shall not disrupt or interfere with the activities or equipment of the City or any other Licensees or authorized users of the Property.

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b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

c. Licensee shall provide City, prior to the Commencement Date and before each renewal of the Lease term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Colorado, which includes all coverage required in paragraph (a) of this section. Said certificate shall also provide that the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days' written notice to City. An inadvertent omission by Licensee to supply such certificate of insurance on or before the commencement of each Lease renewal term shall not be deemed an event of default.

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Licensee or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of Licensee's Facilities on the Property; excluding, in all events, Claims arising from the negligence or willful misconduct of City.

If Licensee fails or neglects to defend such actions, City may defend the same and any reasonable, out-of-pocket expenses (including reasonable attorneys' fees) actually incurred by City in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by Licensee.

12. Hazardous Substance Indemnification. Licensee represents and warrants that its use of the Property will not generate and it will not store or dispose on the Property nor transport to or over the Property any Hazardous Substance in violation of applicable law. Licensee further agrees to hold City harmless from and indemnify City against any release of any such Hazardous Substance caused by Licensee or its employees or agents and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof, except to the extent contributed to by the negligence of City, its employees, or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will or may reasonably be anticipated to cause sickness, death or disease; provided however it shall be interpreted to exclude the use of batteries and exclude the use of generators and related fuels for purposes of providing emergency power.

Explicitly permitted materials are: pH control products and fertilizer materials as described in Section 12 Part a, not more than 5 gallons of diesel fuel for the purpose of intermittently operating a generator, batteries for the purpose of storing solar and wind energy for use in the facility, and a single 5 gallon propane tank, for the purpose of operating a CO₂ generator inside the greenhouse container system.

- a. Typical hydroponic dry, water soluble fertilizers, such as but not limited to:
8-15-36 Lettuce Fertilizer formula, magnesium sulfate, calcium nitrate
8-15-36 fertilizer consists of:

Total Nitrogen (N)	8.00%(by weight)
Nitrate Nitrogen	7.50%
Ammoniacal Nitrogen	0.50%
Available Phosphoric Acid (P205)	15.00%
Soluble Potash (K20)	36.00%
Boron as (B)	0.20%
Copper as (Cu)	0.02%
Iron (Chelated) as (Fe)	0.40%
Total Manganese as (Mn)	0.20%
Soluble Manganese as (Mn)	0.20%
Molybdenum (Mo)	0.01%

Zinc (Zn) 0.05%
Chlorine as (Cl), not more than 2.00%

- b. Typical hydroponic pH control substances (one of: Dipotassium Phosphate, Potassium Hydroxide, or Phosphoric Acid)

13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City, to:

City of Golden
Director of Planning and Development
911 Tenth Street
Golden, CO 80401

If to Licensee, to:

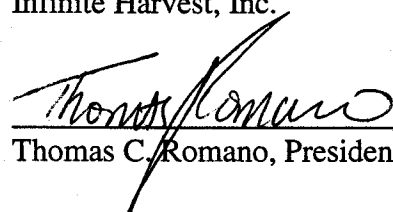
Infinite Harvest, Inc
C/O Tommy Romano
10567 Madison Way
Northglenn, CO 80233

14. Assignment. Licensee may assign or sublet this License to any other entity only with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

CITY OF GOLDEN

Infinite Harvest, Inc.

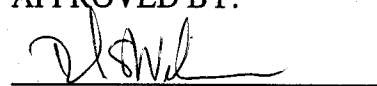

Jacob Smith, Mayor


Thomas C. Romano, President/CEO

ATTEST:


Susan Brooks, MMC, City Clerk

APPROVED BY:


David S. Williamson
City Attorney





Dear Mayor & Golden City Council,

I'd like to introduce you to a business concept that I'm involved with. Infinite Harvest is developing new technologies in commercial and remote hydroponic and aeroponic farming. Based on the use of cutting edge water management, LED lighting systems and renewable generation, we are developing facilities that will address the future production of high yield crops, like lettuce.

I've provided informational sheets that give details on each concept. I would like for you to consider our request to temporarily leverage some space on the north side of the city's water storage property along highway 93 for use as a research and demonstration facility, and a location to provide interested parties with an opportunity to see the concept in action. The planned facility will be a 40' self contained shipping container that will be a proof of concept, which will be designed for rapid customization and deployment to any location in the world. We are currently in discussion with several companies that have expressed interest in distributing the container system, once a proven concept is developed, through NGO's to remote regions.

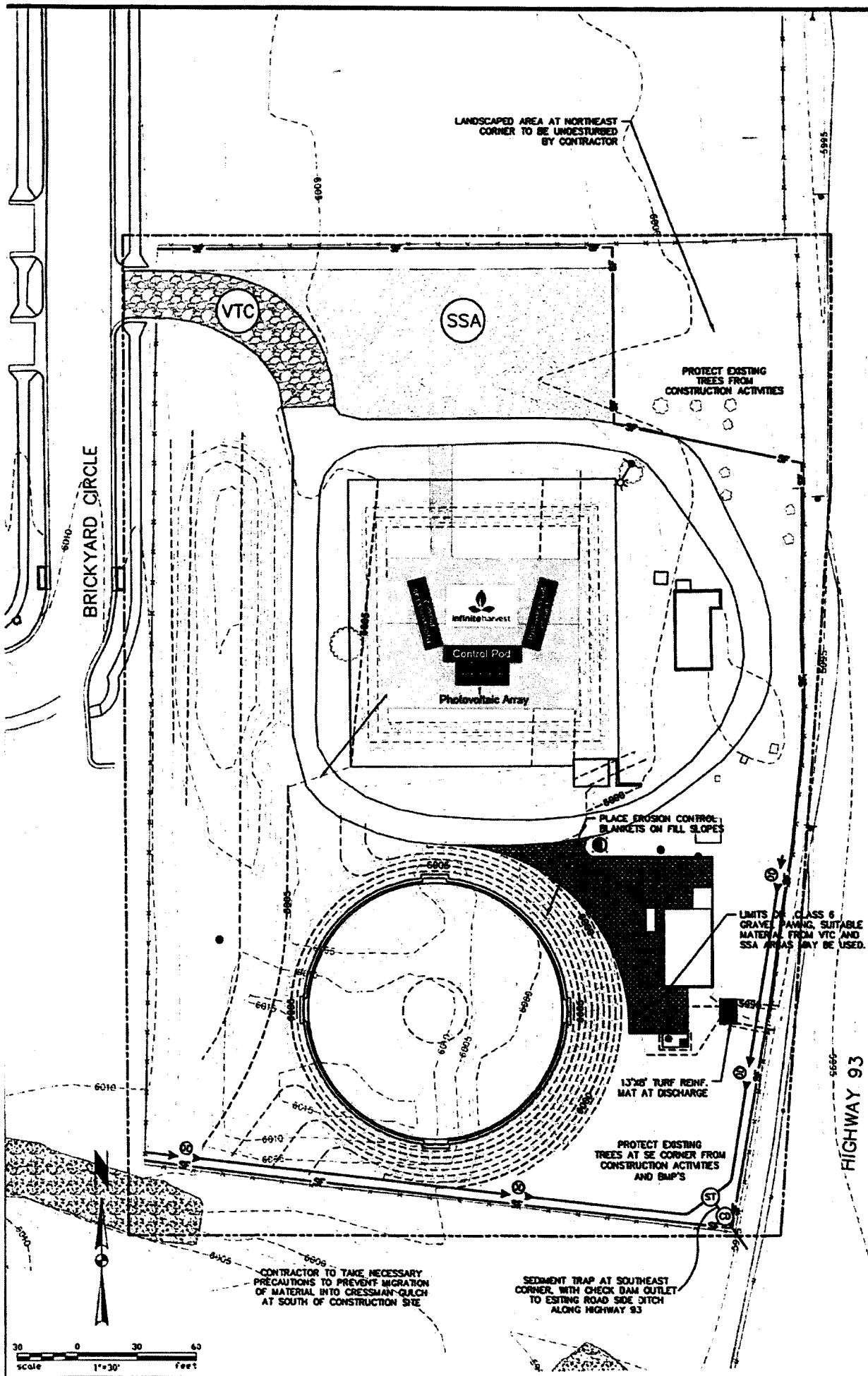
Once the appropriate financing is secured, we are looking to Golden as a likely city to establish manufacturing of these systems. I've been looking for an opportunity to bring light manufacturing to Golden for some time, and given the sustainability initiatives embraced by Council and the community I can't think of a better place than Golden for the Infinite Harvest Global Container Systems.


Thank you for your consideration and continued support of small businesses.

Sincerely,

Sean McVay

Infinite Harvest & All Things Renewable



CITY OF GOLDEN 6000 NORTH TANK GRADING & EROSION CONTROL PLAN	
 TST TST INC. OF DENVER Consulting Engineers	
JOB NO.	582-135
SCALE	VARIES
DATE	AUGUST 30, 2008
SHEET	12
C11	

The Greenhouse Container System, Infinite Harvest, Inc.

Infinite Harvest is developing new systems based on hydroponic vegetable farming as a sustainable source of clean and natural food for people throughout the world. We're emerging as one of the newest and most vibrant agricultural systems engineering companies, and we're reengineering the art and science of vegetable crop production. To support our vision, we plan to provide sustainable growing systems around the world.

The Greenhouse Container

The Greenhouse Container is an efficient, modular greenhouse that's housed in an economical recycled 40-foot shipping container. These simple, self-contained greenhouses can be shipped nearly anywhere in the world and can operate in almost any environment, producing fresh vegetables, animal feed or biomass for biofuel production.

By using renewable energy systems, high-efficiency supplemental lighting, a semi-closed automatic irrigation and production system, the Greenhouse Container can grow crops year round, regardless of the outside environment. Source water, seeds and water-soluble plant nutrients are all that is needed to begin crop production.

Healthier Food; Minimal Resources

The flexibility and versatility of the Greenhouse Container System provides a number of benefits. The 40' shipping container can withstand rugged transportation as well as extremely harsh environmental and weather conditions at its destination. The Greenhouse Container is easy to set up and delivers the immediate capacity to begin farming in locations where traditional crop production is not viable due to climate, natural disaster or lack of water and resources.

- Eliminates weather-related crop failures due to droughts, floods or pests
- Crops are hydroponic and organic; no herbicides, pesticides
- Avoids damaging agricultural runoff by recycling nutrient grey water
- Reduces need for arable land which restores ecosystem by returning farmland to it's natural state
- Decreases infectious diseases commonly acquired at the agricultural interface
- Converts ground, rain or waste water into potable water



- Dramatically reduces fossil fuel dependence (no tractors, plows, food transportation)
- Enables better control over the quality of food
- Generates sustainable crop production in urban centers
- Creates new employment opportunities beyond traditional growing seasons
- Promotes locally-produced food - close to where it is consumed

Each Greenhouse Container operates as a controlled environment greenhouse and can produce approximately 1,400 plants at one time. It can continue to produce crops using only minimal water during droughts or harsh winters. By using only 20% of the water used in traditional farming, and recycling the water after each harvest, the Greenhouse Container can operate for long periods on minimal water. The table below shows estimated production volume and water use vs. traditional farming for various system configurations.

The source water does not have to be potable, since the system passes the water through a multi-stage Reverse Osmosis and UV filtration system. This filtration system can even be used to generate potable water for local use; this is an optional feature. The self-contained controlled environment nearly eliminates the need for pesticides, which ensures safe and healthy produce for consumption.

System Size	Yearly Production ¹ (heads)	Yearly Water Use (Est. Gallons)	Traditional Farm Production ² (heads)	Traditional Farm Water Use ³ (Gallons)
40' Base Module	16,704	1,200	4,176	5,871
Dual Module System	39,168	2,800	4,896	13,749
Addition 40' Modules	19,584	1,400	2,448	6,874

¹Based on lettuce production with 7" spacing, harvesting every 30 days. ²Based on lettuce production with 7" spacing on same soil per acre, three harvests per season. ³Based on non-drip irrigation, 1.54 acre-feet/per acre yearly use.



10567 Madison Way | Northglenn, CO 80233 | 303-913-4133

The Greenhouse Container Design

The base module is a 40' high cube container (8' x 9.5' x 40') that houses a greenhouse system inside. Additional greenhouse modules can be added, and in this case, a 20' central control module is used to control multiple harvest modules.

Power is generated by a hybrid renewable energy system based on photovoltaic arrays and wind turbines sized to match the environmental conditions of the deployment location, and to backfill a battery bank. The equipment that runs off the power system is designed to use the DC power generated with little to no power efficiency loss. Since the system runs on renewable solar and/or wind, it can store electrical power and operate completely off the grid.

A uniquely engineered multi-row, three-tier hydroponics system is the heart of the Greenhouse Container. It's an ideal easy-to-set-up, low maintenance and low labor crop production facility that can be transported and used in almost any location worldwide. It's simple, yet boasts features including an automatic nutrient and pH balancing system, environmental controls, crop production planning, and scheduling systems.

Modular For Infinite Production

Each Greenhouse Container is a fully functional stand-alone system; however some clients require a larger production volume. The modular design can be configured to meet nearly any space or environmental requirements. There are an infinite number of ways to combine and increase the harvest volume of multiple Greenhouse Containers. When putting more than one container together, the entire length of the 40' containers is used for crop growth, adding an additional 240 plant positions for each container used.

A central control module in

a 20' container is used to provide monitoring and control for all containers.

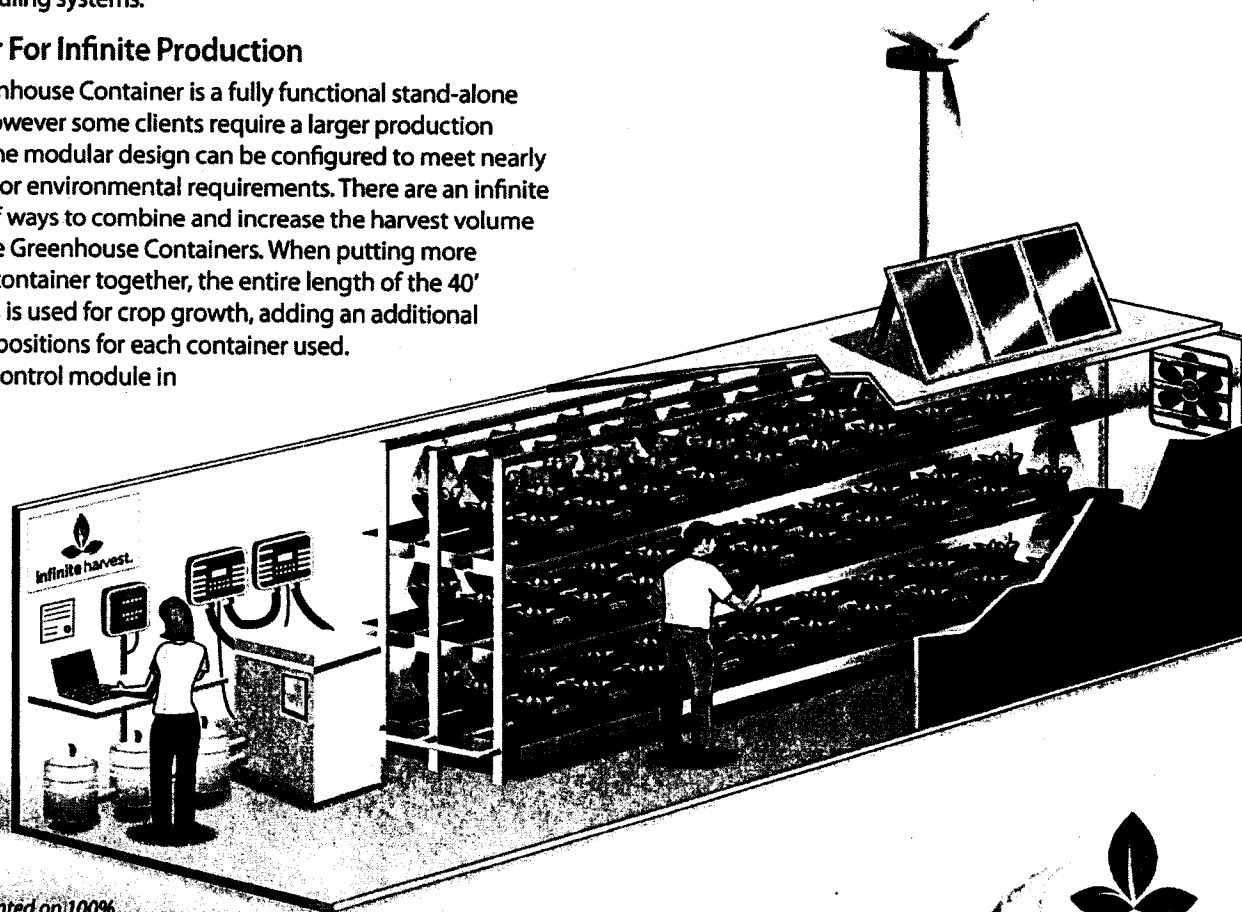
Due to the plug and play design of the greenhouse containers, as Infinite Harvest rolls out new technologies and components, it will be relatively easy to incorporate them into existing module structures.

Can Use Existing 40' Containers

If the deployment location already has unused 40' shipping containers available, Infinite Harvest can retro-fit them into Greenhouse Containers of just about any configuration. Please contact us for details.

The Future: Rugged, Mobile Food Production

The rugged, versatile and self-contained Greenhouse Container is an ideal solution in many situations where food production is difficult to impossible. It delivers instant farming and crop production for remote, desolate areas, disaster recovery operations, or operational food supply. Contact Infinite Harvest for more information at 303-913-4133 or sales@infinite-harvest.com.



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